

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: Today's meeting is accessible to the public via Zoom webinar at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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.

August 3, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *Helm v. Inyo County*; and *Berrey v. Inyo County et al.*
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9. Facts and circumstance: Use of force incident on July 24, 2021. Number of potential cases: one.
4. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Administrator.
5. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Acting County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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 A.M.
6. **PLEDGE OF ALLEGIANCE**
 7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 8. **PUBLIC COMMENT**
 9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

DEPARTMENTAL - PERSONNEL ACTIONS

10. **County Administrator - Personnel** - Request Board ratify and approve the contract between the County of Inyo and Leslie Chapman for the provision of personal services as the County Administrator Officer at a monthly salary of \$16,230 effective July 27, 2021 and authorize the Chairperson to sign.
11. **Environmental Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Laboratory Technician (BPAR) and one (1) Environmental Health Specialist Trainee or Registered Environmental Health Specialist I, II, or III exists in the Environmental Health Department, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Laboratory Technician (BPAR) at Range 60 (\$22.55-\$27.38/hour) and one (1) Environmental Health Specialist Trainee or Registered Environmental Health Specialist I, II, or III at Range 67 (\$4,602 - \$5,586), Range 71 (\$5,058 - \$6,150), Range 75 (\$5,563 - \$6,761), and Range 79 (\$6,110 - \$7,431), respectively.
12. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of non-General Fund Community Mental Health funding for the position of A-PAR Program Services Assistant (PSA) I or II exists, 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 A-PAR PSA I at Range 42PT (\$14.87-18.07 /hr.) or II at Range 44PT (\$15.57-18.96 /hr.), depending upon qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

13. Request Board: A) declare ADAPCO the sole-source provider of Guardian 190G4; B) approve the purchase of two (2) Guardian 190 G4 foggers from ADAPCO by the Owens Valley Mosquito Abatement Program in an amount not to exceed \$19,620.50, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
14. **County Administrator - Emergency Services** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Navigating Preparedness Associates, LLC of Lafayette, CA, extending the term end date from

August 31, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

15. **Public Works** - Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Sheriff** - Request Board: A) declare Lexipol LLC of Aliso Viejo, CA, a sole-source provider of law enforcement policy maintenance, updates, and daily training bulletins; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Lexipol for Law Enforcement Policy Updates and Training Bulletins.
17. **Sheriff** - Request Board authorize the issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Wye Road of Bishop, CA for the purchase of food and supplies for animal care at the county animal shelter.

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

18. **Board of Supervisors** - Request Board review the recommendations and comment letter of the Eastern Sierra Council of Governments on State Representation Redistricting, and provide authorization for the ESCOG Board to submit as is, or provide modifications to the proposed redistricting requests.
19. **County Counsel/Water Department** - Request Board provide direction to staff regarding commenting on the Indian Wells Valley Water District's Draft 2020 Urban Water Management Plan.
20. **County Counsel/County Administrator** - Request Board receive presentation and provide input regarding updates to Title 22 of the Inyo County Code regarding code enforcement procedures and priorities.
21. **Public Works** - Request Board ratify and approve Amendment No. 3 to the contract between the County of Inyo and MGE Engineering Inc of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **Planning Department** - Request Board ratify and approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2021 through September 30, 2022, and authorize the Chairperson to sign.
23. **Sheriff** - Request Board: A) declare Idemia Identity & Security of Bloomington, MN, a sole-source provider of Livescan Machine maintenance; B) ratify and approve the agreement between the County of Inyo and Idemia for the provision of Livescan Machine maintenance in an amount not to exceed \$12,000 for the period of July 1, 2021, through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. **County Administrator - Recycling & Waste Management** - Request Board receive a Recycling and Waste Management program update and 5-year equipment replacement plan workshop and approve plan as presented or as amended, based on Board input.

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

25. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending June 30, 2021.



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Sue Dishion

SUBJECT: Personal Services Contract

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Leslie Chapman for the provision of personal services as the County Administrator Officer at a monthly salary of \$16,230 effective July 27, 2021 and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the July 27, 2021 Board of Supervisors Meeting, your Board took action to appoint Leslie Chapman as the County Administrative Officer, effective immediately. This is the standard contract 202, which outlines all the terms and conditions of employment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

This position is budgeted in the Fiscal Year 2021-2022 Requested CAO Budget (010200) in the salaries and benefits object codes.

ATTACHMENTS:

1. AGREEMENT LESLIE CHAPMAN

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/29/2021
Approved - 7/29/2021
Final Approval - 7/29/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND LESLIE CHAPMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

INTRODUCTION

WHEREAS, LESLIE CHAPMAN (hereinafter referred to as "Officer") has been duly appointed as County Administrative Officer for Inyo County; and

WHEREAS, Officer was employed by the County as it's Assistant County Administrator pursuant to another Agreement for the Provision of Personal Services entered into on or about May 23, 2019, and amended on July 6, 2021, which is hereby prospectively superseded in its entirety by this Agreement; and

WHEREAS, Officer has also been serving as Acting County Administrator; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from July 27, 2021, until terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses

which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

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

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

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

8. WORKERS' COMPENSATION.

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

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Administrative Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

Officer agrees that she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

_____	County Administrator	Department
_____	P.O. Drawer N	Street
_____	Independence, CA 93526	City and State

Officer:

_____	Leslie Chapman	Name
_____	P.O. Box 36	Street
_____	Topaz, CA 96133	City and State

19. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND LESLIE CHAPMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF August, 2021.

COUNTY OF INYO

DEPARTMENT HEAD

By: _____
Print or Type Name

By: Leslie L. Chapman
Print or Type Name

Signature

Leslie L. Chapman
Signature

Dated: _____

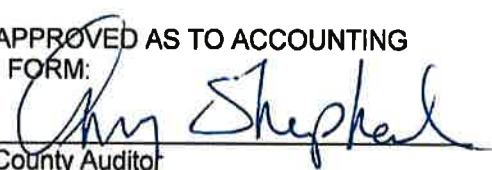
Dated: 7/29/21

APPROVED AS TO FORM AND
LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND LESLIE CHAPMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: July 27, 2021 **TO:** Termination

SCOPE OF WORK:

Duties as defined in the Inyo County job description for County Administrator and as defined in the Inyo County Code and California Government Code

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND LESLIE CHAPMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: July 27, 2021 **TO:** Termination

SCHEDULE OF FEES:

1. Officer shall be paid \$16,230 per month, for the identified salary range for the County Administrative Officer, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Officer shall be compensated pursuant to Inyo County Resolution Number 2021-33 and receive benefits according to Inyo County Resolution Number 2006-06 or a successor resolution applicable to County Administrative Officer.
3. Officer is entitled to eighty (80) hours paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
4. County will provide and maintain a motor pool vehicle for County Administrative Officer use; Officer for her exclusive use as required by her twenty-four hour emergency and professional response requirements within the County; vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.



County of Inyo



Environmental Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Jerry Oser

SUBJECT: Authorization to fill (1) one BPAR Laboratory Technician and (1) one Registered Environmental Health Specialist in Environmental Health

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Laboratory Technician (BPAR) and one (1) Environmental Health Specialist Trainee or Registered Environmental Health Specialist I, II, or III exists in the Environmental Health Department, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Laboratory Technician (BPAR) at Range 60 (\$22.55-\$27.38/hour) and one (1) Environmental Health Specialist Trainee or Registered Environmental Health Specialist I, II, or III at Range 67 (\$4,602 - \$5,586), Range 71 (\$5,058 - \$6,150), Range 75 (\$5,563 - \$6,761), and Range 79 (\$6,110 - \$7,431), respectively.

SUMMARY/JUSTIFICATION:

This request is to backfill two (2) positions. One was when our Laboratory Technician of four years retired, and the other was left by an internal promotion from Registered Environmental Health Specialist to Department Head. The Laboratory Technician is vital to the day-to-day operations in the Independence Water Lab. Environmental Health Specialists are responsible for inspections of all restaurants, commercial swimming pools, solid waste facilities, hazardous materials sites, body art facilities, and some small drinking water systems throughout the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not authorize filling these positions, which would place an additional burden on the Environmental Health Department to complete inspections and water lab sampling in a timely manner.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

These positions are budgeted 100% in Environmental Health (045400) in the salary and benefit object codes.

ATTACHMENTS:

APPROVALS:

Jerry Oser	Created/Initiated - 7/23/2021
Sue Dishion	Approved - 7/28/2021
Darcy Ellis	Approved - 7/28/2021
Jerry Oser	Approved - 7/28/2021
Marshall Rudolph	Approved - 7/28/2021
Amy Shepherd	Approved - 7/28/2021
Sue Dishion	Final Approval - 7/28/2021



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Tyler Davis

SUBJECT: Request to hire one A-PAR Program Services Assistants (PSA) I or II in the ESAAA/IC-GOLD Program.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of non-General Fund Community Mental Health funding for the position of A-PAR Program Services Assistant (PSA) I or II exists, 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 A-PAR PSA I at Range 42PT (\$14.87-18.07 /hr.) or II at Range 44PT (\$15.57-18.96 /hr.), depending upon qualifications.

SUMMARY/JUSTIFICATION:

The A-PAR Program Services Assistant recently retired, resulting in a vacancy. The part-time, up to 19 hours per week, position performs Friendly Visitor services through our IC-GOLD program and is funded with Mental Health Services Act Prevention and Early Intervention monies. The Friendly Visitor program expands our outreach efforts to isolated seniors who may be experiencing loneliness and/or minimal to mild symptoms of depression. The program is designed to increase the safety net available to our more at-risk seniors, as well as to provide socialization that may be lost by physical and/or mental capacity challenges.

The PSA position conducts visits with seniors in a manner that is respectful to the individual needs of the senior. To the extent possible, the PSA will engage in activities with the senior that are directed by the senior and are based on the senior's identified interests/desires. The department is respectfully requesting authorization to hire an A-Par PSA I or II.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow HSS to hire the A-Par PSA I or II, which would impact the ability of the Friendly Visitor Program to provide outreach to vulnerable seniors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State funding. This position is budgeted 100% in CMH (045200) in the salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Tyler Davis	Created/Initiated - 7/19/2021
Darcy Ellis	Approved - 7/19/2021
Marilyn Mann	Approved - 7/21/2021
Melissa Best-Baker	Approved - 7/21/2021
Sue Dishion	Approved - 7/21/2021
Amy Shepherd	Approved - 7/21/2021
Marilyn Mann	Final Approval - 7/22/2021



County of Inyo



Agricultural Commissioner - OVMAP

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Nathan Reade

SUBJECT: Sole-Source Declaration for Mosquito Abatement Materials

RECOMMENDED ACTION:

Request Board: A) declare ADAPCO the sole-source provider of Guardian 190G4; B) approve the purchase of two (2) Guardian 190 G4 foggers from ADAPCO by the Owens Valley Mosquito Abatement Program in an amount not to exceed \$19,620.50, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

ADAPCO of Sanford, FL is the sole manufacturer and sole distributor of the Guardian ULV Aerosol generators. This equipment is essential for effective adult mosquito control within the Owens Valley. Purchases of this product are made as needed as equipment requires replacement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve this request. Doing so could limit the scope of mosquito abatement treatments with the potential of putting public health at risk and preventing the OVMAP from fulfilling contracts with State and local/other agencies.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Sufficient funds for this purchase exist in the OVMAP budget unit 154101, expense object code 5650 (Equipment). The OVMAP is a non-general fund program. There will be no fiscal impact on the Inyo County General Fund.

ATTACHMENTS:

1. OVMAP Sole Source Guardian 190 G4

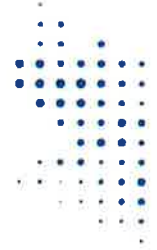
APPROVALS:

Darcy Ellis
Janice Jackson
Amy Shepherd
Nathan Reade

Created/Initiated - 7/29/2021
Approved - 7/29/2021
Approved - 7/29/2021
Final Approval - 7/29/2021



creating value,
growing together



January 1, 2021

This document serves as confirmation that ADAPCO, LLC is the manufacturer & sole source distributor of the following products:

Guardian ULV Aerosol Generators: Models 190 G4, 95 G4, 55 ES, 190 G4 Larvicide Attachment The Guardian brand is designed and built for professional cold fog applications of water or oil based formulations labeled for the control of mosquitoes. Guardian models 190G4 and 95G4 are available with the industry standard FMI piston style formulation pumps. All Guardian models are shipped complete and ready to use with the exception of a 12V battery if applicable. Guardian models 190G4 and 95G4 are pre-wired for standard fixed flow operation or the ADAPCO Monitor Variable Flow controller. 190 G4 Larvicide Attachment comes with a 130 gallon chemical tank.

Monitor 5, Monitor 4S, Monitor 4 & Monitor LT: All configurations of the Monitor series are designed to monitor and record vehicle location, speed and direction and driver activity utilizing GPS technology. Monitor 4 & 5 Series also controls either FMI or MFC pesticide pumps ensuring more accurate rates of application while recording application data such as, flow volumes and acres treated. Monitor 4 & 5 Series both provide fixed flow and GPS-based variable flow control proportionate to vehicle speed for more accurate rates of application. Geotracker PC software is required with all Monitor 4 & 5 Series.

Wingman GX & Wingman 3: Wingman is a GPS-based on-board flight guidance and recording system for aerial applications from both fixed-wing aircraft and helicopters. Wingman uses a Windows ® XP embedded operating system. Wingman is designed to receive real-time meteorological input from the Aventech AIMMS-20 as well as manual entry of user defined meteorological data. Wingman also employs the AgDisp Spray Fate Prediction Model, also in real-time, to calculate proper offset and provide guidance to the pilot to achieve maximum densities of droplets to the target area. Skytracker PC software is required with both Wingman Models.

Geotracker, Geotracker Pro & Skytracker GIS Software: Geotracker software is required for all Monitor 4 & 5 systems and provides the GIS mapping component for managing ground-based ULV applications. Skytracker software is required for all Wingman systems and provides the GIS mapping component for managing aerial applications. All source code for both applications is maintained and sold exclusively by ADAPCO, LLC.

ADAPCO Mixing and Dispensing Systems (CIIS): All configurations are designed to improve the handling and accuracy for water-based insecticides such as PermaSease concentrates and other concentrated formulations.

Julie Ann Lemke

Vice President of Sales

ADAPCO, an Azelis company
Email: jlemke@myadapco.com

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

azelis.com/americas | myadapco.com



Innovation
through
formulation



Date: July 13, 2021
Quotation #: 071221-1
Valid through: October 15, 2021
Prepared by: Dennis Candito

ADAPCO is pleased to provide the following quotation to:
INYO COUNTY
OWENS VALLEY M.A.P.
BISHOP CA

Comments or special instructions:
Prices quoted do not include sales tax. Applicable sales tax will be added to invoice.

Item Description	Qty	Pkg Size	Unit Price/	Unit	Subtotal
GUARDIAN 190 G4	1	EA	\$ 9,215.22	EA	\$ 9,215.22
GUARDIAN 190 G4	2	EA	\$ 9,020.92	EA	\$ 18,041.84

Freight prepaid. Payment Terms Net 30 days.
Please visit our website at www.myadapco.com to view Labels, request SDS, and get other product information.

Should you have any questions or immediate needs, please contact me at 877-875-6353.
Thank you for the opportunity to serve you.
Best regards,

Dennis Candito [electronic signature]

Dennis Candito
Key Account Representative

ADAPCO, an Azelis Company
Email: DCandito@myadapco.com
Direct: 877-875-6353

ADAPCO	P 800 367 0659
550 Aero Ln	F 866 330 9888
Sanford, FL 32771	
www.myadapco.com	www.azelis.com/americas



COUNTIES OF INYO AND MONO



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

Date: July 20, 2021
To: Clint Quilter, CAO
From: Janice Jackson, Office Tech II
Subject: Sole Source

This is a sole source request for the Owens Valley Mosquito Abatement Program in order to purchase Guardian 190 G4 foggers from Adapco. Guardian 190 G4 is used for ultra-low volume fogging application to kill adult mosquitos.

I have included a letter from Adapco, LLC explaining they are the sole manufacturer & sole source distributor of the Guardian ULV Aerosol generators.

Please feel free to contact our office should you have any questions regarding this purchase. Office number 760-873-7860 or email jjackson@inyocounty.us

Sole Source Justification Form

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

This is a sole source because:

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

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

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

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

Description of Item or Service.

Adapco, Inc. is the exclusive distributor for Valent Bioscience that manufactures mosquito larvicide products that work best in our environment and equipment. In addition, Adapco, Inc. has agreed to warehouse material for us at their distribution center at no additional cost because our ability to store this product is limited.

DEPARTMENT CONTACT PERSON & TITLE

Janice Jackson, Office Tech II

DEPARTMENT NAME

Owens Valley Mosquito Abatement Program

PHONE

760-873-7860

REQUESTED SUPPLIER/CONSULTANT NAME

Adapco, Inc.

SUPPLIER CONTACT PERSON

Dennis Candito

SUPPLIER ADDRESS

PO Box 340863 Sacramento CA 95834-0863

SUPPLIER CONTACT'S PHONE NUMBER

877-875-6353

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

Signature of Requestor

Date

President/CEO Approval

Date



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Kelley Williams

SUBJECT: Request Board approve Navigating Preparedness Associates, LLC Amendment No. 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Navigating Preparedness Associates, LLC of Lafayette, CA, extending the term end date from August 31, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 28, 2020, Inyo County entered into a contract agreement with Navigating Preparedness Associates, LLC (NPA), to provide consulting services to update the Inyo County Emergency Operations Plan and its annexes.

When the contract came before your Board for consideration, noted within the Agenda Request Summary/Justification language was the comment "Update of the EOP and annexes, and completion of the validation workshop, are currently scheduled to be complete by August 31, 2021. If the COVID-19 Pandemic event should cause delay in some of the stakeholder meetings and collaboration efforts, it may become necessary to amend the contract by extending the term."

The COVID-19 Pandemic event has made the last 16 months extremely difficult for everyone, globally. The duration of this event (which still continues) has really challenged the Department Heads and their staff, the community, and the nation as a whole. Departments struggled with reduced staffing; employees found it necessary to adapt to an out of office work environment that sometimes proved to be awkward and difficult; work assignments were focused on COVID related response activities while normal day to day work activities and projects were put on hold until time permitted.

All of these challenges, and the continuous evolution of the COVID event status, has led to a delay in the EOP project timeline and project completion date.

The Inyo County assigned EOP Update Project Manager has been meeting monthly with NPA to finalize the draft base plan and collaborate on the edit/review of all of the drafted annexes. As time permits, assigned Departments will continue with their task of reviewing the annexes that detail their specific responsibilities.

Though the contract does not expire until August 31, 2021, it has become apparent that a contract extension is

necessary to make sure an appropriate timeline is remaining to ensure Departments and stakeholders have an adequate amount of time to thoroughly review the final draft before it is presented to your Board for finalization.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this amendment will cause additional stress on Departments and stakeholders, whom all continue to be challenged with COVID related impacts. Additional time for completion of the EOP Update Project would be the appropriate action to take at this time. As mentioned in the Summary, the COVID event is still evolving and the impacts that may occur over the next few months are unknown.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The amount of the contract will remain the same.

ATTACHMENTS:

1. NPA - Signed Amendment #1

APPROVALS:

Kelley Williams	Created/Initiated - 7/19/2021
Kelley Williams	Approved - 7/19/2021
Darcy Ellis	Approved - 7/19/2021
Kelley Williams	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Approved - 7/21/2021
Sue Dishion	Approved - 7/21/2021
Leslie Chapman	Final Approval - 7/29/2021

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
 Navigating Preparedness Associates, LLC
FOR Consulting SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Navigating Preparedness Associates, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 1, 2020 , on County of Inyo Standard Contract No. 113 , for the term from May 1, 2020 through August 31, 2021 .

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

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

County and Contractor hereby amend such Agreement as follows:

1. The term of this Agreement shall be from May 1, 2020 to December 31, 2021 , unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is _____.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Navigating Preparedness Associates, LLC
FOR Consulting SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Lee Rosenberg

Signature

Lee Rosenberg

Type or Print

Dated: 7/19/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Trevor Taylor

SUBJECT: Amendment No. 1 - Eastern Sierra Engineering, Lone Pine Sidewalk Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the Contract with Eastern Sierra Engineering (ESE) for design work on the Lone Pine Sidewalk Construction and ADA Improvement Project on August 18th, 2020. ESE has requested to add staff to the project in order to expedite the project schedule. Public Works has reviewed the requested staff additions and recommends allowing for their inclusion in the approved schedule of fees. There will be no adjustment to the not-to-exceed amount. In order to make this adjustment and future minor modifications involving staffing, this amendment gives authority to the Director of Public Works to change the approved job classification list in Attachment B to the Contract, given that the changes are not associated with an increase to the contract not-to-exceed amount. Key personnel on the project remain unchanged.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between Eastern Sierra Engineering and Inyo County approved on August 18th, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the contract amendment; this is not recommended as this action will allow for more efficient project delivery and will not contribute to a cost increase.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Contract costs are paid through budget unit 034601 State Funded Road, object code 5708 Lone Pine Sidewalk ATP.

ATTACHMENTS:

1. Amendment 1
2. Contract

APPROVALS:

Trevor Taylor	Created/Initiated - 7/20/2021
Darcy Ellis	Approved - 7/20/2021
Trevor Taylor	Approved - 7/20/2021
Breanne Nelums	Approved - 7/20/2021
Michael Errante	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Approved - 7/20/2021
Michael Errante	Final Approval - 7/21/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
EASTERN SIERRA ENGINEERING
FOR THE PROVISION OF ENGINEERING CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Eastern Sierra Engineering of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated August 18th, 2020, on County of Inyo Standard Contract No. 146.1, for the term from August 18th, 2020 to August 18th 2023.

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

WHEREAS, County and 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 as described in Attachment B-2 to the Contract.

The effective date of this amendment to the Agreement is August 3rd, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
EASTERN SIERRA ENGINEERING
FOR THE PROVISION OF ENGINEERING CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

ATTACHMENT B-2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: August 18th, 2020 **TO:** August 18th, 2023

SCHEDULE OF FEES:

Attachment B: *Schedule of Fees* is herein amended to allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at Eastern Sierra Engineering. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 18th day of August 2020 an order was duly made and entered as follows:

*Public Works –
ESE Contract*

Moved by Supervisor Tillemans and seconded by Supervisor Totheroh to approve and award the contract for Engineering Consultant Services for the Lone Pine Sidewalk Construction and ADA Improvement Project to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$317,473.44, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 18th
Day of August, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink that reads "Clint G. Quilter".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: August 26, 2020



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Trevor Taylor

SUBJECT: Approval of consultant contract with Eastern Sierra Engineering for the Lone Pine Sidewalk Construction and ADA Improvement Project

RECOMMENDED ACTION:

Request Board approve and award the contract for Engineering Consultant Services for the Lone Pine Sidewalk Construction and ADA Improvement Project to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$317,473.44, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County was awarded a Cycle 4 Active Transportation Program (ATP) grant for the Lone Pine Sidewalk Construction and ADA Improvement project in January of 2019. The project proposes to install new sections of sidewalk at locations in the community of Lone Pine chosen to promote connectivity within the downtown business center and to establish a safety corridor along Jackson Street from Whitney Portal Road to East Begole Street for access to the Lo-Inyo Elementary School. The project will also identify and design for ADA corrective action on existing curb ramps and section of existing sidewalk within the project area. A Request for Proposals for Environmental, Design, PS&E, and Construction Support services was advertised to interested consultants in January of 2020.

Three proposals were received from the following consultants:

Eastern Sierra Engineering of Bishop, CA
Triad Holmes and Associates of Mammoth Lakes, CA
Cardno, Inc. of Bishop, CA

Eastern Sierra Engineering was chosen by a proposal review committee as the top ranked consultant for the project. Project work will begin as soon as the contract is fully executed with the Environmental and PS&E phases scheduled to be completed in roughly 1 year. The not-to-exceed amount of \$317,473.44 includes required work in addition to \$17,968.44 worth of optional tasks. A breakdown of required work and optional tasks is included in Attachment B of the Contract. 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 only by written Amendment to the Contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with Eastern Sierra Engineering and instruct Public Works to re-advertise the RFP. This is not recommended as a qualified consultant is necessary for advancing this project to and through the design and construction phases.

OTHER AGENCY INVOLVEMENT:

Auditor for payment to the consultant after contract award.
County Counsel for review and approval of contract documents.
Caltrans for reimbursement of County costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5708 (Lone Pine Sidewalk ATP). This project is 100% reimbursable through the Active Transportation Program. There is sufficient funds in the preliminary budget to cover expenses that will be incurred before budget adoption.

ATTACHMENTS:

1. Lone Pine Sidewalks Contract - ESE

APPROVALS:

Trevor Taylor	Created/Initiated - 7/28/2020
Darcy Ellis	Approved - 7/28/2020
Trevor Taylor	Approved - 8/11/2020
Breanne Nelums	Approved - 8/11/2020
Michael Errante	Approved - 8/11/2020
Marshall Rudolph	Approved - 8/11/2020
Amy Shepherd	Approved - 8/12/2020
Michael Errante	Final Approval - 8/12/2020

CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering
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 Eastern Sierra Engineering (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, Michael Errante. 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 – Standard Contract

A. This Contract shall go into effect on 8/18/2020, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 8/18/2023, 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 – 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 \$ 27,227.73 . 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:

Trevor Taylor
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 \$317,473.44.

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.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

19. ASSIGNMENT

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

20. DEFAULT

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

21. WAIVER OF DEFAULT

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

22. CONFIDENTIALITY OF DATA

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

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

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

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

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

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

23. CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

26. STATEMENT OF COMPLIANCE

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

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

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

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

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

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

27. POST CONTRACT COVENANT

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

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

28. SEVERABILITY

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

29. FUNDING REQUIREMENTS

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

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

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

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

30. AMENDMENT/CHANGE IN TERMS

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

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

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

31. NOTICE

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

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

Consultant:
Eastern Sierra Engineering _____ Name
4515 Towne Drive _____ Address
Reno, NV 89521 _____ 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 26th DAY OF August, 2020.

COUNTY OF INYO

CONSULTANT

By: [Signature]
Signature
Matt Kingsley
Print or Type Name

By: [Signature]
Signature
Gerald Jensen
Print or Type Name

Dated: 08-26-20

Dated: 8-12-2020

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
County Counsel

[Signature]
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Auditor

[Signature]
County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO

AND Eastern Sierra Engineering

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: August 18, 2020

TO: August 18, 2023

SCOPE OF WORK:

Eastern Sierra Engineering of Bishop, CA will be providing engineering design and environmental services for the Lone Pine Sidewalk Construction and ADA Improvement Project #ATPSB1L-5948(096). Services include preliminary engineering, design, and environmental services as included in the attached Scope of Work. The scope of work attached below includes proposed project manager Michael Collins. David Grah will replace Michael Collins as the proposed project manager due to staffing changes as reflected in the cost proposal.

The Scope of Work includes a few Optional Tasks, totaling \$17,968.44. The Consultant shall not incur costs on these tasks without prior approval from the County.

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 project cost of \$317,473.44, a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors. Any increase to the not-to-exceed amount will be effective only by written Amendment to the Contract.



SCOPE OF WORK

Task 1 - Project Management -ESE

ESE's project manager, Michael Collins, will be responsible for management of this project from the Bishop, CA office with support from the Reno, NV office. He will work closely with the Inyo County Project Manager to coordinate and be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. Mr. Collins has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE projects and Caltrans Work experience. Additionally, Mr. Collins previously worked in the Design department in Caltrans District 9 and will coordinate with them on the Lone Pine (US-395) rehabilitation project planned for 2023.

Deliverable: N/A

Task 2 - Preliminary Engineering Studies - ESE/GTS

The preliminary engineering phase (PA&ED) will refine project scope in the context of available funding and ensure the Environmental Document is geared toward an appropriate and feasible project scope. The County has identified approximately 5,500 feet of existing and 4,500 feet of proposed sidewalk eligible for improvements in this project. There is approximately \$1.6 million dollars available for construction.

The primary objective of this task is to identify which sidewalk segments will be included in this project. ESE will lead this work with input from GTS on traffic engineering and Geode on the environmental document. GTS will assist in prioritizing which improvements will have the greatest contribution to overall connectivity considering the project's budget, determining cross walk locations & treatments, roadway striping, and signage. A figure of the project area will be prepared along with a table prioritizing all segments of existing and proposed sidewalk defined by the County and how they fit into the overall connectivity. The table will define rough cost to rehabilitate or construct sidewalk as well as existing condition and other considerations such as drainage or existing utilities. We understand that certain segments of sidewalk such as the safety corridor along Jackson Street have already been identified as the highest priority for improvements. Curb ramps and crosswalk locations will also be determined. With this information, ESE and the County will establish the scope





of the project. ESE will propose additive-alternates as necessary for maximizing the scope of work within the funding limitations. Once the scope has been defined, ESE will assemble a preliminary set of 30% plans to be reviewed by the County.

Preliminary plans to include:

- Title Sheet
- Notes, Legend and Abbreviations
- Utilities Index
- Plan Sheets (10 Scale)
- Signing and Striping
- Detail Sheets

Construction Cost Estimate. An estimate of probable construction costs will be prepared with the preliminary plans. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs.

ESE can provide geotechnical investigations as-needed on this project, but we do not expect any formal studies as this project is focused on pedestrian facilities and not the roadway structural section.



Deliverables: Sidewalk connectivity figure and table. 30% PS&E Package (Layouts at 10 scale). All plans will be D size drawings 24" x 36.

Task 3 - ATP Required User Counts – GTS

GTS will collect pre-construction and post-construction pedestrian count data at up to three locations within the project limits. The data collection will be based on the Interim Count Methodology Guidance for Active Transportation Program (ATP) of September 2019. This budget is based on collecting count data at each location for 4-total Hours on 3 Weekdays (T, W, TH) at 7 – 9 AM and 4 – 6 PM and 1 Weekend day 11 AM - 1 PM before and then after construction.

Deliverable: Pedestrian Count Report

Task 4 - Surveys and Mapping – Bear/ESE

The base map will be a compilation of the field survey, record of surveys, aerial photo, record drawings, utility information, and existing constraints. John Langford will perform the field survey (horizontal datum CCS Zone IV NAD 83(2011) US Survey feet and vertical datum NAVD 88) and provide existing right-of-way and easements within the area. The proposed project survey limits will be quite broad to provide enough room for all potential sidewalk scenarios and include adjacent roadways at 50' intervals to ensure the new designs tie into existing improvements. All existing pedestrian facilities within the project area will be surveyed to verify compliance with ADA design standards. John Langford has extensive experience surveying in Inyo County Projects for more than 40 years and has previously worked with ESE on a number of Inyo County Projects. Michael Collins and Daniel Sandoval will contact the utility agencies for utility mapping. Michael will compile all of the topo survey, utility information and aerial photo for a comprehensive project base map





Deliverable: Base map in electronic format (AutoCAD 2019)

Task 5 - Environmental Studies and Documentation – Geode

A- CEQA Categorical Exemption (CE)

Geode Environmental (Geode), will complete the environmental review of the anticipated CEQA Categorical Exemption (CE) per PRC 21084; 14 CCR 15301. As the footprint of the project area identified for new sidewalks in Lone Pine appears to have previously been disturbed by grading, parking and pedestrian use, and no native vegetation is established in these areas, no environmental technical studies are anticipated.

B- Environmental Commitments Record (ECR)

Should the project scope change due to project site conditions or at the discretion of jurisdictional agencies, Geode will provide all required professional environmental services necessary to obtain environmental clearance per CEQA and NEPA, if a federal nexus is established. Geode will ensure the project design and construction documents comply with the CEQA environmental document and any regulatory permits through memorialization in the Environmental Commitments Record (ECR). The ECR is a matrix noting the necessary environmental provisions and the associated Caltrans 2018 Standard Plans and Standard Specifications, which guide in the implementation of the provisions and avoidance measures. This document will assist both the Inyo County Public Works department, the Resident Engineer on the project, and the contractor, track and monitor the implementation of the ECR measures. These collective efforts fulfil the project's CEQA requirements.

C- Coordination

Within the project scope, Geode will assume a project initiation meeting to coordinate with Inyo County Public Works and the time necessary to communicate with CDFW's Edith Martinez, Inland Desert Regional Coordinator to obtain concurrence on a CEQA Categorical Exemption (CE) per PRC 21084; 14 CCR 15301.

OPTIONAL TASKS (OT) – Through coordination with Inyo County Public Works and jurisdictional agencies like CDFW or the Lone Pine Paiute-Shoshone Tribe, should additional surveys be required, the following will be performed. These optional tasks are considered beyond the scope of this project and would require an amendment from the County to complete:

OT 1- Biological Resource Efforts

- A California Natural Diversity Data Base (CNDDDB) search for state and federally listed species;
- A focused botanical and species surveys will be performed; and
- A biological report will be drafted to address any potentially significant impacts and associated avoidance measures to minimize significant adverse environmental effects to the extent feasible (the NEPA equivalent of mitigation).

OT 2- Cultural Resource Efforts

- Pedestrian field survey to verify archaeological resources;
- A cultural resources records search from the California Historic Resources Information System (CHRIS) at the Eastern Information Center (EIC) at UC Riverside; and
- A Phase I Cultural Resources Assessment with associated avoidance measures to minimize significant adverse environmental effects; and
- Possible AB 52 Coordination with Lone Pine Paiute-Shoshone Tribe if document level is elevated above a CE.

OT 3- Supplemental Coordination with Jurisdictional Agencies

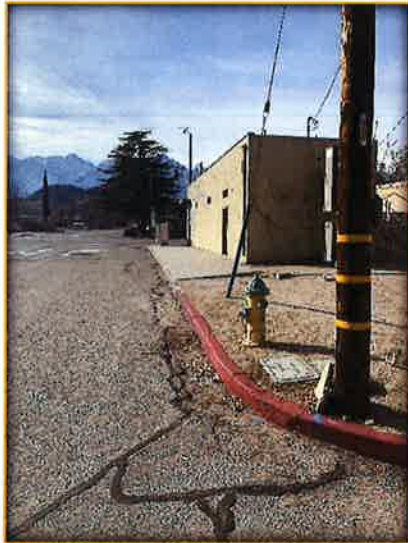




- CDFW
- USFWS (if federal nexus is established)
- Lone Pine Paiute-Shoshone Tribe
- Presence at the Inyo County Board of Supervisors Meeting
- Other agencies

Deliverable: Drafting of CEQA Categorical Exemption, required agency permits as necessary

Task 6 - Utility Coordination – ESE



As part Task 4, ESE will obtain existing utilities mapping and incorporate them into the Base Map. Additionally, all existing overhead utilities will be identified and utility pole numbers will be noted on the base map. This task will include potholing existing and abandoned utilities to determine their precise location. ESE has technicians based in Bishop to assist with potholing.

ESE will work to design coherent pedestrian infrastructure that meets all design standards while minimizing impacts to existing utilities especially expensive pole relocations. All utility plans will meet design standards as defined by the owner. Preliminary and final plans will be submitted to the utilities for approval. Additionally, ESE will conduct two utility coordination meetings for all effected entities. ESE will adjust project schedule based on final scope of utility relocation. We will also work to accommodate utilities that plan to update aging facilities within the project area. ESE will provide the County with all utility correspondence from this project.

Deliverable: Utility Mapping included on Base Map, Utility Improvement Plans

Task 7 - Right of Way Phase & Determination – ESE/Bear

We understand that additional Right of Way (ROW) is not anticipated for this project. Preliminary inquiry indicates that there may not be sufficient record in mapping to establish clear right of way on this project. Bear will use field investigation and review existing mapping to establish County right of way as clearly as possible. ESE and Bear have encountered similar difficulties constructing sidewalks on Home Street in Bishop, CA. If additional ROW is necessary, ESE will work with Bear Engineering to define proposed additional ROW.

Deliverable: Right of Way certification

Task 8 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to meet the project scope as defined in Task 2. During this phase ESE will determine how improvements will tie into existing asphalt and adjacent properties Drainage will also be reviewed to update existing facilities so that they accommodate new flow patterns. The Plans will be submitted to the Division of the State Architect's (DSA) Office for review of ADA compliance. The Consultant will be responsible for submitting the review package to the DSA in accordance with applicable guidelines and will address any comments or changes stemming from the review. ESE also anticipates County reviews and will address all comments from the County.





This project will require minimal improvements on Caltrans right of way. We anticipate applying for a Caltrans encroachment permit to complete this work. We also understand Caltrans has a rehabilitation programmed on US-395 through Lone Pine and we will need to coordinate with their improvements.

Final plans to include:

- Title Sheet
- Notes, Legend and Abbreviations
- Plan Sheets (10 scale)
- Intersection Detail Sheets (5 scale)
- Ramp Detail Sheets (5 scale)
- Striping and Sign Sheets
- Roadway, Sign and Striping Details
- Construction Area Signs
- Erosion Control Plans
- Traffic Control Plans

Specifications. Front-end specifications will be provided by the County. The technical specifications will be a combination of Caltrans specifications and special provisions developed by ESE and the County.



Construction Cost Estimate. An estimate of probable construction costs will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: PS&E at 60%, 90%, and final contract documents. All plans will be D size drawings 24" x 36". ESE will submit to County: 1 Mylar original, 2 copy sets and 1 copy on USB drive for review. Caltrans Encroachment Permit

Task 9 - Coordination with Adjacent Properties – ESE/Bear

ESE will work with adjacent properties to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. We anticipate much of the right of way is poorly defined and establishing temporary construction easements will be difficult. Temporary construction easements will be put in place, as necessary to allow construction. Designs will work to maintain existing parking and minimize tree disturbance as much as possible. We anticipate minimal impact to owner's improvements due to the flat slopes and wide width of existing streets. ESE understands there may be one public meeting and will work with the County to organize the meeting.

Deliverables: Construction Easements, Public meeting figures

Task 10 - Bid Process – ESE

As part of Task 8 ESE will provide an electronic copy of the final approved plans and specifications, a Mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format will provide the following assistance during the period of time between advertising and receipt of bids for the project.





- Assistance During Bidding. ESE will provide assistance to the County during bidding of the project. The work shall include answering questions from prospective bidders, preparation of addenda (as required) during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.
- Attend Pre-Bid Conference. ESE will attend one pre-bid conference. The County will lead the meeting and ESE will answer questions and discuss intent of the plans.
- Attend Bid Opening. ESE will attend the bid opening for the project and provide assistance in the evaluation of the bid summary as requested by the County.
 - Contract Award Recommendation. ESE will provide comments and assist the County with the evaluation of the bidders. A recommendation will be made regarding apparent successful bidder.

Deliverable: N/A

Task 11 - Construction Services – ESE

This task is optional as needed by the County. ESE will provide contract administration assistance during the construction phase of the project.

- Attend Pre-construction Conference. ESE will attend one pre-construction conference, answer questions as directed by the County.
- Review Contractors Submittals. ESE will review and comment on acceptability of Contractor submittals for the County. All submittals will be logged and returned to the submitter through the County to maintain continuity and lines of communication.
- Prepare Design Clarifications and RFI's. As part of the submittal review process, ESE will respond to contractor RFI's or requests for clarifications as requested by the County.

Materials testing, full time on-site inspection and construction survey are not included in this proposal.

Deliverables: Submittal Reviews, Construction support



ATTACHMENT B

CONTRACT BETWEEN COUNTY OF INYO

AND Eastern Sierra Engineering

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: August 18, 2020

TO: August 18, 2023

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (10%) at the rates shown in the attached cost proposal, submitted by Eastern Sierra Engineering of Bishop, CA, dated July 7, 2020 for the services described in Attachment A to the Contract, Scope of Work. 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 Attached A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$317,473.44. If an increase to the project 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.



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 442.228.5049
140 Whitney Alley
Bishop, CA 93514
www.esengr.com

July 7, 2020

Trevor Taylor
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

RE: Lone Pine Sidewalk Construction and ADA Improvement Project – Cost Proposal

Dear Mr. Taylor:

Eastern Sierra Engineering (ESE) is pleased to present the revised cost proposal for the Lone Pine Sidewalk project.

Per your request, we have made the Potholing, Acquiring additional ROW, Public Meetings, and reviewing contractor submittals tasks optional. We have also refined the hours on each task and have included David Grah's hours.

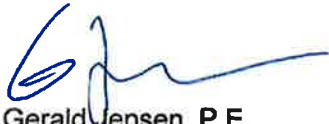
The audit of our overhead rate has been completed. The audited rate is 189.45%, which is quite a bit higher than our previously submitted rate of 179.36%. Because we originally submitted 179.36%, we have maintained this rate for the project.

I am once again attaching all the items required for the cost proposal submittal, so you have the complete package in one file. The following items are attached:

- David Grah Resume
- Detailed cost proposal by Task
- Certification of Direct Cost
- Certification of Indirect Costs and Financial Management System
- Audited Indirect Cost Rate
- Schedule of Other Direct Cost Items
- Executive Compensation Analysis
- AASHTO Internal Control Questionnaire (ICQ) Appendix B
- Post-Closing Trial Balance
- Prevailing Wage (PW) Policy for PW work
- ESE rates
- ESE Prevailing Wage Fringe Benefit Statement
- ESE Payroll verification Report
- GTS Cost Proposal and Rates
- Bear Engineering Rates

Should you require any additional information please contact me at 777-828-7220 x204 or by email at gjensen@esengr.com. You can also contact David Grah at 760-784-1471 or dgrah@esengr.com.

Sincerely,
Eastern Sierra Engineering. P.C.



Gerald Jensen, P.E.
President

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSB1L-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebaty	Jill Cartwright	Michael Phelps	Jerid Keupelian
		Constructability Review	Engineering Design Mgr/ ADA	Project Mgr/ Design	Civil Design	Civil Design	Drafter	Geotech	Field Geotech
	Rate 2020	134.29	161.16	181.58	94	80.6	83.81	92.19	197.07
	Rate 2021	136.97	164.39	185.22	95.88	82.21	85.48	94.03	199.75
Task 1 - Project Management									
Task 1 Hours Subtotal		0	0	60	0	0	0	0	0
Task 1 Labor Costs		\$ -	\$ -	\$ 10,894.80	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Total	\$ 10,894.80								
Total Not To Exceed Task 1	\$ 10,894.80								
Task 2 - Preliminary Design									
Site Visits (4 total)				18	24				
Scoping Figure and Matrix									
30% Plans			10	20	10		15		
Title Sheet							4		
NLA Sheet							4		
Overall Drainage / Site Plan (one sheet)				4	10				
Plan Sheets at 1"=10' (20 sheets)			10	10		90	30		
Blowup Details (5 sheets 4 per sheet)			5	5		40	10		
Cost Estimate		4		14	50				
QA/QC			20						
Plans Submittal				1	11				
Task 2 Hours Subtotal		4	45	72	105	130	63	0	0
Task 2 Labor Costs		\$ 537.16	\$ 7,252.20	\$ 13,073.76	\$ 9,870.00	\$ 10,478.00	\$ 5,280.03	\$ -	\$ -
Task 2 Non Labor Costs		\$ 120.00							
Task 2 Total	\$ 46,611.15								
Total Not To Exceed Task 2	\$ 46,611.15								
Task 3 - ATP User Counts - NOT INCLUDED									
Preliminary Count									
Post Construction Count									
Task 3 Hours Subtotal		0	0	0	0	0	0	0	0
Task 3 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs									
Task 3 Total	\$ -								
Total Not To Exceed Task 3 - NOT INCLUDED	\$ -								
Task 4 - Topographic Survey and Mapping									
Topographic Survey - Bear (see total page for cost)									
Utility Survey -Manholes, Utility Poles, Boxes				2	16				
Utility Research				10	20				
Exist Pedestrian Facilities Review				10	10				
Basemap assembly				2	40				
Task 4 Hours Subtotal				24	86				
Task 4 Labor Costs		\$ -	\$ -	\$ 4,357.92	\$ 8,084.00	\$ -	\$ -	\$ -	\$ -
Task 4 Non Labor Costs									
Task 4 Total	\$ 12,441.92								
Total Not To Exceed Task 4	\$ 12,441.92								
Task 5 - Environmental - Geode (see total page for cost)									
Cat Exemption									
ECR									
Coordination									
Task 5 Hours Subtotal									
Task 5 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Non Labor Costs									
Task 5 Total	\$ -								
Total Not To Exceed Task 5 (see total page for cost)	\$ -								
Task 6 - Utility Coordination									
Meetings				12					
Prelim Utility Plan Submittal				2	40				
Final Utility Plan Submittal				2	10				
Task 6 Hours Subtotal		0	0	16	50	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 2,905.28	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs		\$ 60.00							
Task 6 Total	\$ 7,665.28								
Patholing hours - OPTIONAL								16	16
Total Not To Exceed Task 6	\$ 7,665.28								

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSB11-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebaly	Jill Cartwright	Michael Phelps	Jerid Kuyupjian
Task 7 - Right of Way - Bear (see total page for cost)									
Field Research - Bear									
Record Review - Bear									
Task 7 Hours Subtotal		0	0	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs									
Task 7 Total	\$ -								
Acquire additional ROW hours - OPTIONAL				20	20				
Total Not To Exceed Task 7 (see total page for cost)	\$ -								
Task 8 - Construction Documents									
Caltrans Encroachment Permit				2	16				
DSA Submittal				16	10				
Drainage Design				10	65				
60%, 90% and 100% Design Plans									
Title Sheet							4		
NLA Sheet							4		
Site Plan (one sheet)							4		
Utility Index				4			20		
Plan Sheets at 1"=10' (20 sheets)			15	5	50	80	60		
Intersection Details at 1"=5' (5 sheets)			15	5		60	30		
Striping Plans at 1"=20' (10 sheets)				8	60				
Utility Sheets 1"=10' (5 sheets)				8	80				
Details (3 sheets)				4	60				
Specification Preparation				40					
Cost Estimate		4		8	40				
Constructability Review		8							
QA/QC			40						
Plans Submittal					10				
Task 8 Hours Subtotal		12	70	110	391	140	122	0	0
Task 8 Labor Costs		\$ 1,643.64	\$ 11,507.30	\$ 20,374.20	\$ 37,489.08	\$ 11,509.40	\$ 10,428.56	\$ -	\$ -
Task 8 Non Labor Costs		\$ 160.00							
Task 8 Total	\$ 93,312.18								
Total Not To Exceed Task 8	\$ 93,312.18								
Task 9 - Coordination with Adjacent Properties									
4 trips to Lone Pine CA (2 people)				20	20				
Coordination				20					
Construction Easements				10	40				
Task 9 Hours Subtotal		0	0	50	60	0	0	0	0
Task 9 Labor Costs		\$ -	\$ -	\$ 9,261.00	\$ 5,752.80	\$ -	\$ -	\$ -	\$ -
Task 9 Non Labor Costs									
Task 9 Total	\$ 15,013.80								
Public Meeting hours - OPTIONAL				20	24				
Total Not To Exceed Task 9	\$ 15,013.80								
Task 10 - Bidding									
Plan/specification Distribution				2	4				
Prebid Meeting				4	8				
Bid Opening/Review Bid Documents				6					
RFIs				4	20				
Provide Construction Drawings				2			10		
Task 10 Hours Subtotal		2	0	18	32	0	10	0	0
Task 10 Labor Costs		\$ 273.94	\$ -	\$ 3,333.96	\$ 3,068.16	\$ -	\$ 854.80	\$ -	\$ -
Task 10 Non Labor Costs		\$ 600.00							
Task 10 Total	\$ 8,130.86								
Total Not To Exceed Task 10	\$ 8,130.86								
Task 11 - Construction									
Pre-Con				8					
Final Walkthru				8					
Engineering Support RFI/Clarifications				8	40		10		
Task 11 Hours Subtotal		0	0	24	40	0	10	0	0
Task 11 Labor Costs		\$ -	\$ -	\$ 4,445.28	\$ 3,835.20	\$ -	\$ 854.80	\$ -	\$ -
Task 11 Non Labor Costs		\$ 120.00							
Task 11 Total	\$ 9,255.28								
Submittals hours - OPTIONAL				2	14				
Total Not To Exceed Task 11	\$ 9,255.28								

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSB11-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebalý	Jill Cartwright	Michael Phelps	Jerid Keuppelian
Task 12 - As-built Plans									
Provide Record Drawings				3	18		55		
Task 12 Hours Subtotal				3	18	0	55	0	0
Task 12 Labor Costs		\$ -	\$ -	\$ 555.66	\$ 1,725.84	\$ -	\$ 4,701.40	\$ -	\$ -
Task 12 Non Labor Costs		\$ 360.00							
Task 12 Total	\$ 7,342.90								
Total Not To Exceed Task 12	\$ 7,342.90								
Employee Hours 2020		4	45	172	241	130	63	0	0
Employee Cost 2020	\$ 537.16	\$ 7,252.20	\$ 31,231.76	\$ 22,654.00	\$ 10,478.00	\$ 5,280.03	\$ -	\$ -	\$ -
Employee Hours 2021		14	70	205	541	140	197	0	0
Employee Cost 2021	\$ 1,917.58	\$ 11,507.30	\$ 37,970.10	\$ 51,871.08	\$ 11,509.40	\$ 16,839.56	\$ -	\$ -	\$ -
Employee Hours 2020+2021		18	115	377	782	270	260	0	0
Employee Total (2020 + 2021)	\$ 2,454.74	\$ 18,759.50	\$ 69,201.86	\$ 74,525.08	\$ 21,987.40	\$ 22,119.59	\$ -	\$ -	\$ -
Project Total ESE Labor	\$ 209,048.17								
Project Total ESE Non Labor	\$ 1,500.00								
Project Total GTS	\$ 17,061.50								
Project Total Geode (BASE)	\$ 9,817.60	< This total does not include Geode's optional tasks							
Project Total Bear	\$ 34,850.00								
Project Total (does not include optional environment)	\$ 272,277.27								
Fixed Fee (10%)	\$ 27,227.73								
Total + Fixed Fee	\$ 299,505.00								
OPTIONAL WORK (includes ESE, does not include Geode):									
		Hours / Cost / Employee							
Task 6, Potholing hours - OPTIONAL	Total Task 6							16	16
	\$ 4,628.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,475.04	\$ 3,153.12
Task 7, Acquire additional ROW hours - OPTIONAL	Total Task 7			20	20				
	\$ 5,622.00	\$ -	\$ -	\$ 3,704.40	\$ 1,917.60	\$ -	\$ -	\$ -	\$ -
Task 9, Public Meeting hours - OPTIONAL	Total Task 9			20	24				
	\$ 6,005.52	\$ -	\$ -	\$ 3,704.40	\$ 2,301.12	\$ -	\$ -	\$ -	\$ -
Task 11, Submittals hours - OPTIONAL	Total Task 11			2	14				
	\$ 1,712.76	\$ -	\$ -	\$ 370.44	\$ 1,342.32	\$ -	\$ -	\$ -	\$ -
Total Optional ESE Tasks	\$ 17,968.44	\$ -	\$ -	\$ 7,779.24	\$ 5,561.04	\$ -	\$ -	\$ 1,475.04	\$ 3,153.12
Total + Fixed Fee + Optional ESE Tasks	\$ 317,473.44								

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Eastern Sierra Engineering, PC

Project No. ATPSB1L-5948(096) Contract No. TR-19-028 Date 07/07/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	See attached		\$	\$
(Sr. Civil Engineer)			\$	\$
(Envir. Scientist)			\$	\$
(Inspector)**			\$	\$

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
 b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ See Attached

INDIRECT COSTS

- d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____
 Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
 h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ See Attached

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ See Attached

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ See Attached

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

- Subconsultant 1: \$ See Attached
 Subconsultant 2: \$ _____
 Subconsultant 3: \$ _____
 Subconsultant 4: \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ See Attached

TOTAL COST [(c) + (j) + (k) + (n)] \$ 299,505.00

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 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	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.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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: Gerald G. Jensen Title *: President
 Signature :  Date of Certification (mm/dd/yyyy): 07/07/2020
 Email: gjensen@esengr.com Phone Number: 775-828-7220 x 204
 Address: 140 Whithney Alley, Bishop, CA 93514

*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:

Design, PS&E and Construction Support Services

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Eastern Sierra Engineering, PC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 189.45 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 04/01/2018 to 03/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 283,098.13 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 19.
- Audit history of the consultant's current and prior years (if applicable)

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Gerald G. JensenTitle**: President

Signature: _____

Date of Certification (mm/dd/yyyy): 07/07/2020Email**: gjensen@esengr.comPhone Number**: 775-828-7220 x 204

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Other Direct Costs

SCHEDULE OF OTHER DIRECT COST ITEMS

Eastern Sierra Engineering			Geode Environmental			Bear Engineering			General Technologies Solutions		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling			Special Tooling		
A. Printing Plan sheets	sheet	\$3.00	A.			A. Printing Plan sheets	sheet	\$3.00	A. Idax (install cameras)	LS	\$7,000.00
B.			B.			B.			B.		
C.			C.			C.			C.		
Travel			Travel			Travel			Travel		
A. Per Caltrans TEC			A. Mileage	mile	\$0.58	A.			A. Mileage	mile	\$0.58
B. Printing		Cost + 10%	B. Field work Per diem	day	\$75	B.			B. Per Caltrans TEC gulde		
C.			C. Printing		Cost + 10%	C.			C.		

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

ESE Rates

INYO COUNTY
 COST PROPOSAL
 Lone Pine Sidewalk Construction & ADA Improvement Project
 ADM 2033 (Rev. 10/12)

Contract #:ATPSB1L-5948 (096)
 Inyo County Project TR-19-028
 Consultant: Eastern Sierra Engineering
 Date: 01/26/2020
 Page 1 of 3

HOME OFFICE	Fringe Ben. % 40.69%	+	Overhead % 138.67%	+	General Administration %	=	Combined % 179.36%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification		Loaded Hourly Billing Rates			Effective Date of hourly rate		% or \$ Increase	Actual/ average hly rate	Hourly range for class
		Straight	OT(1.5x)	OT(2x)	From	To			
David Grah, PE	Project Manager PM/ Civil Design	\$ 181.58	\$ 181.58	\$ 181.58	06/15/20	06/14/21	0.00%	\$ 65.00	n/a
		\$ 185.22	\$ 185.22	\$ 185.22	06/15/21	06/14/22	2.00%	\$ 66.30	
		\$ 192.62	\$ 192.62	\$ 192.62	06/15/22	06/14/23	4.00%	\$ 68.95	
		\$ 204.18	\$ 204.18	\$ 204.18	06/15/23	06/14/24	6.00%	\$ 73.09	
		\$ 220.52	\$ 220.52	\$ 220.52	06/15/24	06/14/25	8.00%	\$ 78.94	
Exempt		\$ 242.57	\$ 242.57	\$ 242.57	06/15/25	06/14/26	10.00%	\$ 86.83	
Debbie Jenkins, PE	Design Manager Quality Control Civil Design ADA Compliance	\$ 161.16	\$ 161.16	\$ 161.16	01/01/20	12/31/20	0.00%	\$ 57.69	n/a
		\$ 164.39	\$ 164.39	\$ 164.39	01/01/21	12/31/21	2.00%	\$ 58.84	
		\$ 170.96	\$ 170.96	\$ 170.96	01/01/22	12/31/22	4.00%	\$ 61.20	
		\$ 181.22	\$ 181.22	\$ 181.22	01/01/23	12/31/23	6.00%	\$ 64.87	
		\$ 195.72	\$ 195.72	\$ 195.72	01/01/24	12/31/24	8.00%	\$ 70.06	
Exempt		\$ 215.29	\$ 215.29	\$ 215.29	01/01/25	12/31/25	10.00%	\$ 77.06	
Gerald Jensen, PE	Principal Constructability Review	\$ 134.29	\$ 134.29	\$ 134.29	01/01/20	12/31/20	0.00%	\$ 48.07	n/a
		\$ 136.97	\$ 136.97	\$ 136.97	01/01/21	12/31/21	2.00%	\$ 49.03	
		\$ 142.45	\$ 142.45	\$ 142.45	01/01/22	12/31/22	4.00%	\$ 50.99	
		\$ 151.00	\$ 151.00	\$ 151.00	01/01/23	12/31/23	6.00%	\$ 54.05	
		\$ 163.08	\$ 163.08	\$ 163.08	01/01/24	12/31/24	8.00%	\$ 58.38	
Exempt		\$ 179.39	\$ 179.39	\$ 179.39	01/01/25	12/31/25	10.00%	\$ 64.21	
Daniel Sandoval	EIT CE Intern Civil Design	\$ 94.00	\$ 94.00	\$ 94.00	01/01/20	12/31/20	0.00%	\$ 33.65	n/a
		\$ 95.88	\$ 95.88	\$ 95.88	01/01/21	12/31/21	2.00%	\$ 34.32	
		\$ 99.72	\$ 99.72	\$ 99.72	01/01/22	12/31/22	4.00%	\$ 35.70	
		\$ 105.70	\$ 105.70	\$ 105.70	01/01/23	12/31/23	6.00%	\$ 37.84	
		\$ 114.16	\$ 114.16	\$ 114.16	01/01/24	12/31/24	8.00%	\$ 40.86	
Exempt		\$ 125.58	\$ 125.58	\$ 125.58	01/01/25	12/31/25	10.00%	\$ 44.95	

Southern California
 Determination Number: SC-18-03-2019-10
 Issue Date: August 22, 2019
 Effective Date: September 1, 2019
 Expiration Date: June 30, 2020

Loaded Billing Rate Calculations:

Non-Exempt Employee Loaded Billing Rates:

A) Straight Time (ST) Loaded Billing Rate = (Actual Hourly Rate + ST Delta Base + ST Delta Fringe) * (1 + Field CH) * (1 + Fee)
 B) ST Loaded Billing Rate = (1.5 Base PW Rate + ST Base PW Rate + ST Delta Fringe) * (1 + Fee) or ST Loaded Billing Rate = (2.0 Base PW Rate + 1.5 Base PW Rate) * (1 + Fee)
 C) Exempt Employee Loaded Billing Rates - Compensated for PW OT
 D) Straight Time (ST) Loaded Billing Rate = (Actual Hourly Rate + ST Delta Base + ST Delta Fringe) * (1 + Field CH) * (1 + Fee)
 E) ST Loaded Billing Rate = (1.5 Base PW Rate + ST Base PW Rate) * (1 + Fee) or ST Loaded Billing Rate = (2.0 Base PW Rate + 1.5 Base PW Rate) * (1 + Fee)
 F) *The PW Rates (Base & Fringe) shown for Loaded Billing Rates are applicable to services covered under DR determinations, including Exempt employees who are hourly but not for ST exempt non-employee rates.*
 G) Exempt Employee Loaded Billing Rates - Not Compensated for OT (Uncompensated OT)
 H) ST Loaded Billing Rate = Actual Hourly Rate * (1 + Home CH) * (1 + Fee)
 I) No Overtime: Counts are NC
 J) Exempt Employee Loaded Billing Rates - Compensated for OT @ ST Rate
 K) ST Loaded Billing Rate = Actual Hourly Rate * (1 + Home CH) * (1 + Fee)
 L) ST Loaded Billing Rate = (1.5 x CH or ST Loaded Billing Rate * (2.0 x CH)

Home Office	Fringe Benefit %	Overhead %	General Administration %	Combined %
REGINA	42.50%	66.00%	72.00%	178.50%
OVERTIME	42.50%	66.00%	72.00%	178.50%

FEE	
FCM	

The PW differentials Data Base and Data Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DR determinations.

Name/Classification	Home Office Parsons Field Office Perdiem	Prevailing Wage Rate established by State DOR (only applicable for prevailing wage work)										Employee Actual Rate (Range hours/yr vary year over year)			Applicable DELTA (TOTAL) = Employee Total + DR Total			Applicable DELTA Base = DR Rate + Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalator Increase	Actual Hourly Rate (avg) Average Hourly Rate	Hourly Range for Class				
		Base Salary			Fringe Benefits			Base Salary			Fringe			Base Salary			Fringe			Base Salary			Fringe			From	To								
		Strght	11.0T	20.0T	Strght	11.0T	20.0T	Strght	11.0T	20.0T	Strght	11.0T	20.0T	Strght	11.0T	20.0T	Strght	11.0T	20.0T	Strght	OT 17.5%	OT 20%													
Genl Adminstr	FIELD	\$47.83	\$71.75	\$95.66	\$27.74	\$12.57	\$89.49	\$123.42	\$209.09	\$49.30	\$46.00	85.02	\$30.02	\$80.02	\$88.02	\$45.59	\$49.95	\$24.28	\$17.34	\$29.99	\$42.77	\$52.75	\$59.77	\$18.00	\$22.00	\$29.77	\$167.08	\$243.89	\$330.89	\$1,051,000	\$1,200,000	0.00%	1	\$0.00	
Field Material Testr		\$48.70	\$73.18	\$97.57	\$27.74	\$18.55	\$100.92	\$125.51	\$236.80	\$49.80	\$41.30	85.02	\$30.82	\$50.82	\$58.82	\$46.51	\$50.82	\$25.98	\$19.19	\$31.87	\$44.70	\$54.72	\$61.74	\$18.00	\$22.00	\$29.72	\$188.74	\$265.80	\$338.54	\$1,051,000	\$1,200,000	2.00%	1	\$0.00	
Group 1		\$48.76	\$74.64	\$99.52	\$27.74	\$18.50	\$102.38	\$127.28	\$231.21	\$49.82	\$42.32	85.02	\$31.23	\$51.82	\$59.82	\$47.51	\$51.82	\$26.90	\$20.11	\$32.79	\$45.62	\$55.64	\$62.66	\$18.00	\$22.00	\$29.72	\$206.28	\$278.18	\$347.25	\$1,051,000	\$1,200,000	2.00%	1	\$1.21	N/A
Non-Exempt		\$50.76	\$76.14	\$101.52	\$27.74	\$18.50	\$103.88	\$129.28	\$231.88	\$47.75	\$43.66	85.02	\$32.65	\$53.27	\$61.88	\$49.80	\$54.11	\$29.18	\$22.39	\$35.26	\$48.16	\$58.18	\$65.20	\$18.00	\$22.00	\$29.72	\$208.15	\$280.41	\$352.74	\$1,051,000	\$1,200,000	2.00%	1	\$2.47	
Professional Mgr		\$51.77	\$77.68	\$103.55	\$27.74	\$19.51	\$105.40	\$131.25	\$232.47	\$48.71	\$44.64	85.02	\$33.49	\$54.70	\$63.36	\$50.82	\$55.13	\$30.82	\$24.02	\$36.90	\$49.80	\$59.82	\$66.84	\$18.00	\$22.00	\$29.72	\$210.80	\$284.76	\$358.51	\$1,051,000	\$1,200,000	2.00%	1	\$3.12	

ESE Fringe Benefit Statement

FRINGE BENEFIT STATEMENT

CEM-2501 (REV 05/2019)

CONTRACTOR OR SUBCONTRACTOR (Please Print) Eastern Sierra Engineering, PC		CONTRACT NUMBER TR-19-028	DATE 01/28/2020
DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER 1000027257	CONTRACTORS STATE LICENSE BOARD NUMBER	FEDERAL-AID PROJECT NUMBER	
TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER Inyo County Public Works		BUSINESS ADDRESS 4515 Towne Drive Reno, NV 89521	

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$ 1.96	Eastern Sierra Engineering Employee Benefit Program 4515 Towne Drive Reno, NV 89521
Effective Date 12/01/2019	Health and Welfare \$	
Subsistence and/or Travel Pay \$	Pension \$	
	Apprentice or Training Fees \$	
	Other \$	
Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$	State of California / DIR Apprentice Council PO Box 511283 Los Angeles, CA 90051-77838
Effective Date 12/01/2019	Health and Welfare \$	
Subsistence and/or Travel Pay \$	Pension \$	
	Apprentice or Training Fees \$ 1.05	
	Other \$	
Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$	United Healthcare, UHS Premium Billing PO Box 94017, Palatine IL 60094-4017 Group No. 8X5246
Effective Date 12/01/2019	Health and Welfare \$ 3.06	
Subsistence and/or Travel Pay \$	Pension \$	
	Apprentice or Training Fees \$	
	Other \$	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.

NAME AND TITLE (Please Print)

Jill Cartwright, Project **Coordinator**

SIGNATURE



BUSINESS TELEPHONE NUMBER

(775) 828 7220

If you have questions about **this form**, please refer to the District/Region map at <http://www.dot.ca.gov/hq/construc/LaborCompliance/> for contact information in the district where the project is located.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

General Technologies & Solutions

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM - FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant General Technologies and Solutions (GTS)

Project No. ATPSB IL-5948(096) Contract No. TR-19-028 Date 1/28/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Traffic Engineer	Rawad Hani	50	\$ 85.00	\$ 4,250.00
			\$	\$
			\$	\$
			\$	\$

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,250.00
 b) Anticipated Salary Increases (see page 2 for calculation) \$ _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 4,250.00

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____
 f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
 h) General and Administrative (Rate: 110%) i) Gen & Admin [(c) x (h)] \$ 4,675.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 4,675.00

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ 892.50

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		420	\$.58	\$ 244.00
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: IDAX Install cameras \$7,000
 Subconsultant 2: \$ _____
 Subconsultant 3: \$ _____
 Subconsultant 4: \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$7,000

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 7,244.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ \$17,061.50

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 10-H1 COST PROPOSAL Page 3 of 3

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: Rawad Hani Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 1/27/2020

Email: rawad.hani@gentecsol.com Phone Number: 213 267 2332

Address: 830 Traction Ave #3A - Los Angeles, CA 90013

*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:

<p>Traffic Engineering Services</p>

Cost Proposal

GTS Rates

The following tables illustrate our rates per labor category as well as our specific rates for the team members identified in this proposal. The rates are valid for a period of year (July 1 through June 30).

Labor Category (Grade)	Hourly fully-Loaded Rate
Principal L7	\$173.25 - \$219.45
Engineer / Planner / Analyst (L6)	\$127.05 - \$173.25
Engineer / Planner / Analyst (L5)	\$103.95 - \$138.6
Engineer / Planner / Analyst (L4)	\$92.4 - \$127.05
Engineer / Planner / Analyst (L3)	\$80.85 - \$103.95
Engineer / Planner / Analyst (L2)	\$80.85 - \$103.95
Engineer / Planner / Analyst (L1)	\$69.3 - \$92.4
Project Admin / CAD / Graphics (L4)	\$92.4 - \$127.05
Project Admin / CAD / Graphics (L2)	\$57.75 - \$80.85
Intern (L1)	\$46.2 - \$57.75

Specific Staff Rate Sheet Valid through June 30, 2020

Name	Hourly fully-Loaded Rate
Rawad Hani, PE, TE	\$196.35

ESTIMATE



Lone Pine - Sidewalk and ADA Improvement

General Technologies and Solutions (GTS)

Attn: Rawad Hani
830 Traction Ave #3a
Los Angeles, CA 90013

1305 N 30th St
Renton, WA 98056

Friday, January 24, 2020

Collection Type	Quantity	Unit	Rate	Total
Before:	1	FLAT	\$3,500	\$3,500
Sidewalk: (3)				
Weekday: T,W,Th 7-9am / 4-6pm				
Weekend: (3) Sat 11am-1pm				
After:	1	FLAT	\$3,500	\$3,500
Sidewalk: (3)				
Weekday: T,W,Th 7-9am / 4-6pm				
Weekend: (3) Sat 11am-1pm				

Total Amount Due:	\$7,000
--------------------------	----------------

Until written NTP is received and confirmed, availability is subject to change

**SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

Consultant Firm Name: General Technologies and Solutions (GTS)

Local Agency (if applicable): Inyo County

Contract # (if applicable): TR-19-028

Federal Project #: ATPSB1L-5948(096)

Contract Total: \$ 17,061.50

For Subconsultants - estimated % of work to be performed: 5.7 %

Safe Harbor Rate (Indirect Cost Rate): **110%**

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that I am eligible to use the safe harbor indirect cost rate as I:

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature: _____
(Sign in blue ink only)

Rawad Hani

Consultant Certifying (Print): _____

General Technologies and Solutions (GTS)

Name: Rawad Hani

Title: Principal

Consultant Contact Information:

Email: rawad.hani@gentecsol.com

Phone: 213 267 2332

Business Mailing Address: 830 Traction Ave - Suite 3A
Los Angeles, CA 90013

Date of Certification: 7/17/2020

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

Safe Harbor Rate Questionnaire for Evaluating Consultant's Financial Management System

**Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System**

Consultant Name: General Technologies and Solutions (GTS)
Headquarter Address: 830 Traction Ave - Suite 3A
Los Angeles, CA 90013
Location of Accounting Records: same as above
Name: Rawad Hani Title: Principal
Email: rawad.hani@gentecsol.com Phone: 213 267 2332
Mailing Address: same as above

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past? Yes No

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract ≥ \$3.5M OR Local Government contract ≥ \$1M, regardless of the participation amount? Yes No

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

- Sole Proprietorship
- Partnership
- C Corporation
- S Corporation
- Other LLC (single Member)

2. What types of services will the Company provide for this contract? (Select all that apply.)

- Architectural and Engineering services
- Program Management
- Preliminary Engineering
- Design Engineering
- Surveying
- Feasibility Studies
- Mapping or Architectural related services
- Other _____

3. Does the Company have prior government contracting experience? Yes No

4. Does the general ledger contain separate direct and indirect accounts for the following?

- Labor Yes No
- Non-Labor Yes No

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

5. Do you have written policies on the following cost categories?

- Accounting Yes No
- Overtime Yes No
- Billing Yes No
- Direct/Indirect Expenses Yes No
- Timesheet Preparation Yes No
- Prevailing Wage Yes No

6. What types of employee status will the Company provide for this contract?

Non-exempt Exempt-salaried Exempt-hourly Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes No

If yes, answer questions below. If no, continue to question 8.

• What premium rate is paid for Non-Exempt employees:

Time-and-a-half and double-time Straight rate

Other (Please explain) _____

• What premium rate is paid for Exempt-Hourly employees:

Time-and-a-half and double-time Straight rate

Other (Please explain) _____

• How is premium overtime accounted for and billed?

As part of Direct Labor (overhead is applied) As an indirect labor cost (included in the indirect cost rate and not directly billed)

As an Other Direct Cost (no overhead applied) Other _____ (Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes? Yes No

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes No

10. Besides labor, does the Company normally bill/invoice the following as direct contract/project costs? (Select all that apply.)

- | | |
|--|---|
| <input type="checkbox"/> Vehicle | <input type="checkbox"/> Shipping |
| <input type="checkbox"/> Computer/CADD | <input type="checkbox"/> Lab |
| <input type="checkbox"/> Printing | <input type="checkbox"/> Travel |
| <input type="checkbox"/> Specialty Equipment
(List Below) | <input checked="" type="checkbox"/> Other (List Below)
Mileage at IRS approved rates |

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes No

- Are mileage logs maintained for all vehicles? If "No," please explain below.

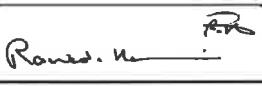
Explanation: We bill mileage based on IRS rates

- What is the recovery/billing rate used for Company or personal vehicle mileage reimbursement?

\$ 0.575 per mile

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name: Rawad Hani

Signature: 
(Sign in blue ink only)

Title: Principal

Date Completed: 7.17.2020

Geode Environmental



SCHEDULE OF CHARGES | 2020

CEO & PROJECT LEAD \$ 190 / HR

COSTS

MILEAGE	\$.58 / MILE
FIELD WORK PER DIEM	\$ 75 / DAY
PRINTS/MATERIALS	COST + 10%
SUBCONTRACTED SERVICES	COST + 10%
EXPENSES	COST + 10%

Geode

Geode Environmental

Rate Essra Mostafavi \$190 per hour

	Hours	Cost
CEQA CE	16	\$3,040
FCR	16	\$3,040
Coordination	19	\$3,610
Travel	Miles	\$0.58 per mile
	220	\$128
Total (BASE)	51	\$9,818
OT 1- Biological Resource Efforts	52	\$9,880
OT 2- Cultural Resource Efforts	77	\$14,630
OT 3- Supplemental Coordination with Jurisdictional Agencies	XXX	
Total (Optional)	129	\$24,510
Total (Optional + Base)	180	\$34,328

BEAR Engineering

BEAR ENGINEERING RATE SCHEDULE

EFFECTIVE JANUARY 1, 2017

Field Surveys: GPS Equipment: Trimble 5800 GPS RTK equipment, one base receiver, one rover, radio link, TSC2 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC2 data collector:

GPS RTK and Robotic Equipment:

Survey Crew: **\$ 170.00 /hr.**

Office: Professional Engineer/Land Surveyor Services: **\$ 170.00 /hr.**

Travel: Travel shall be billed at the hourly rate

Standard Materials: Materials required to complete standard work for control, establishment of property corners, etc. Included in rates.

Copies: 18"x26", 24"x32", 24"x 36" sheets \$ 3.00 /sheet.

Special Materials: Construction staking materials, aerial targets, etc. Cost + 15%.

Overhead: Office, clerical, etc. not otherwise specified. Included in rates

Bear

Bear Engineering

Rate John Langford \$170 per hour

	Hours	Cost
Research	11	\$1,870
Control Survey	19	\$3,230
Topo Survey	44	\$7,480
ROW Survey	47	\$7,990
Analysis	29	\$4,930
Base Map	21	\$3,570
Metes & Bounds Descriptions	29	\$4,930
Communications	5	\$850
	Total	\$34,850

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

FEDERAL/STATE 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.** (if NO federal funds will be used for the project, DBE consideration does not apply) 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.



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Office of the Sheriff

SUBJECT: Approve payments to Lexipol for policy manual updates and training

RECOMMENDED ACTION:

Request Board: A) declare Lexipol LLC of Aliso Viejo, CA, a sole-source provider of law enforcement policy maintenance, updates, and daily training bulletins; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Lexipol for Law Enforcement Policy Updates and Training Bulletins.

SUMMARY/JUSTIFICATION:

We are requesting a blanket purchase order due to the separate billing cycles for Patrol and Corrections. The current cost for Patrol is \$16,905.00 for 7/1/2021-6/30/2022, which is approximately a 3% increase from last year's Patrol invoice. The Corrections service period is from 11/1/2021-10/31/2022. The quote for Corrections comes in around November 1st. Factoring in a 3% increase from last year's Corrections cost, we feel that \$23,000 will be sufficient to cover all Lexipol costs through June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

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, 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 customized to the Department's needs and receives timely revisions and notifications to any law or regulatory mandates changes.

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 Department of updated case law and legal standards.

Lexipol meets the criteria for sole-source as defined in the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT, AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability, or unique patented manufacture.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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. Increasing the workload of existing personnel would increase overtime expense and reduce our manpower on the streets, posing safety concerns for county employees.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the 21/22 Requested Sheriff General budget (022700), and Jail General Budget (022900), object code General Operating (5311).

ATTACHMENTS:

1. 21-22 Lexipol Invoice

APPROVALS:

Riannah Reade	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Riannah Reade	Approved - 7/26/2021
Marshall Rudolph	Approved - 7/26/2021
Amy Shepherd	Approved - 7/29/2021
Jeffrey Hollowell	Final Approval - 7/29/2021



Invoice

POLICE1) CORRECTIONS1)
FIRE RESCUE1) EMS1) GOV1)

Date 6/1/2021
Invoice # INVLEX2121
Terms Net 30
Due Date 7/1/2021
PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Bill To
Inyo County Sheriff's Office
550 S Clay St
Independence, CA 93526

End User

Contract Term
7/1/2021 to 6/30/2022

Item	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	14,572.00
Annual Law Enforcement Daily Training Bulletin Management	2,333.00

Thank you for your business.

Invoice Total 16,905.00
Amount Due \$16,905.00

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
2 Tower Center Blvd
East Brunswick, NJ 08816
Payment Notice to

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Office of the Sheriff

SUBJECT: Request Board authorize the issuance of a blanket purchase order

RECOMMENDED ACTION:

Request Board authorize the issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Wye Road of Bishop, CA for the purchase of food and supplies for animal care at the county animal shelter.

SUMMARY/JUSTIFICATION:

The closure of K-Mart created a need for Animal Services to have a local source for products. The COVID-19 pandemic further exacerbated the cost and availability of items used in the shelter. The day-to-day functions at the shelter are ongoing and ever-changing, depending on the animals being housed. Animal Services has established a good working relationship with Wye Road Feed for animal food and supplies. We feel that the requested \$20,000 will be sufficient to see us through until the end of FY 2021-2022.

In accordance with County of Inyo Purchasing and Contracting Policy & Procedures Manual:

I. CENTRALIZED PURCHASING--GENERAL PROVISIONS

II. DEPARTMENTAL RESPONSIBILITIES AND INFORMATION

C. Consolidation of Departmental Requests

1. Departments shall plan their annual requirements and make every effort to consolidate similar items into a single Blanket Purchase Order. In addition, the Purchasing Division will periodically issue a schedule of planned procurement solicitations of specific common products or materials; e.g., desks, chairs, computers, and copiers. Department requirements should be consolidated and submitted in accordance with these schedules.

2. Items shall be ordered in quantities sufficient for a reasonable period and consistent with future needs and available storage space.

The issuance of this purchase order does not negate the adherence to the county purchasing policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Currently, the animal shelter has very limited protected storage space for large purchases. We feel that the blanket purchase order will allow the department to order quantities that can be stored safely and continue to shop locally.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request and direct staff to seek out non-local vendors for animal supplies. The staff does not recommend this action. Supporting local businesses and enriching the economy is very important to the Sheriff's Office. Any opportunity to give back to the community is mutually beneficial.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding has been included in the FY 2021-2022 Board requested Animal Services budget (023900), General Operating (5311).

ATTACHMENTS:

APPROVALS:

Riannah Reade	Created/Initiated - 7/26/2021
Darcy Ellis	Approved - 7/26/2021
Riannah Reade	Approved - 7/27/2021
Marshall Rudolph	Approved - 7/27/2021
Amy Shepherd	Approved - 7/28/2021
Jeffrey Hollowell	Final Approval - 7/29/2021



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Chairperson Jeff Griffiths

SUBJECT: Authorization for ESCOG to Send Redistricting Letter

RECOMMENDED ACTION:

Request Board review the recommendations and comment letter of the Eastern Sierra Council of Governments on State Representation Redistricting, and provide authorization for the ESCOG Board to submit as is, or provide modifications to the proposed redistricting requests.

SUMMARY/JUSTIFICATION:

At the Eastern Sierra Council of Governments meeting held June 11, 2021, the ESCOG Board directed staff to prepare correspondence to the California Redistricting Commission providing the following recommendations on State Senate and Assembly Redistricting. The recommendations were developed by a subcommittee of the ESCOG which included: Supervisor Stacy Corless, Mono County; Supervisor Jeff Griffiths, Inyo County; Councilmember Lynda Salcido, Town of Mammoth Lakes; and Karen Schwartz, City of Bishop.

The first priority of the ESCOG is that Eastern Sierra counties, specifically Inyo and Mono Counties, should be defined as a community of interest with shared state and federal representation. Currently, Mono County is represented by State Assembly District 5 served by Assemblyman Frank Bigelow and Inyo County is represented by Assembly District 26 served by Assemblyman Devon Mathis. Both Counties are represented by California Senate District 8. Historically, our constituents in both Counties have felt underrepresented at the State level, largely due to our geographic isolation on the east side of the Sierra Nevada. No State representative maintains a local office in either Inyo or Mono County.

As a second priority, the ESCOG would like to share regional representation with other Sierra Nevada counties, including Mariposa County, Tuolumne County, Calaveras County, Amador County, Alpine County, and past of El Dorado County, Placer County, Nevada County and Sierra County to form a Sierra Nevada district defined by shared issues, geographies, watersheds, histories, and cultures.

In order to provide these recommendations to the California Redistricting Commission, the ESCOG Board needs the feedback and approval each member agency on the recommendations included in the attached correspondence.

ESCOG staff is requesting the Board review the attached correspondence and provide authorization for the ESCOG Board to submit the comments to the California Redistricting Commission.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to provide authorization for the ESCOG to submit the recommendations, or provide specific modifications.

OTHER AGENCY INVOLVEMENT:

The ESCOG consists of representation from Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes.

FINANCING:

There are no fiscal impacts associated with considering the comments and recommendations to the 2020 California Redistricting Commission.

ATTACHMENTS:

1. ESCOG Redistricting Letter

APPROVALS:

Darcy Ellis
Jeff Griffiths

Created/Initiated - 7/29/2021
Final Approval - 7/29/2021



EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG) Joint Powers Authority

July 23, 2021

California Citizens Redistricting Commission
C/O Public Comment
721 Capitol Mall, Suite 260
Sacramento, CA 95814

RE: 2020 California Citizens Redistricting

Dear Honorable California Citizens Redistricting Commission:

Thank you for the opportunity to provide input on California's 2020 redistricting process. Following regional discussions with the Mono County Board of Supervisors, the Inyo County Board of Supervisors, the City of Bishop, and the Town of Mammoth Lakes, the Eastern Sierra Council of Governments (ESCOG) would like to request the following considerations be made to better configure representation for our area to align with our shared culture, geography, and issues.

The first priority of the ESCOG is that Eastern Sierra counties, specifically Inyo and Mono Counties, should be defined as a community of interest with shared state and federal representation. Currently, Mono County is represented by State Assembly District 5 served by Assemblyman Frank Bigelow and Inyo County is represented by Assembly District 26 served by Assemblyman Devon Mathis. Both Counties are represented by California Senate District 8. Historically, our constituents in both Counties have felt underrepresented at the State level, largely due to our geographic isolation on the east side of the Sierra Nevada. No State representative maintains a local office in either Inyo or Mono County.

Eastern California Districts are currently connected to greater population centers on the western slope of the Sierra Nevada and Central Valley that do not share any of those characteristics in common with the east side of the Sierra Nevada. Access to the Eastern Sierra from the west side of the Sierra Nevada requires traversing the 14,000 foot mountain range over high mountain passes – travel that is lengthy and circuitous in

summer months, and significantly extended when mountain passes close for winter months.

Indeed, these mountains present such a formidable barrier between the Central Valley and Eastern Sierra that no roads cross the Sierra Nevada for a span of approximately 250 miles between Sherman Pass to the south and Tioga Pass to the north. When residents of Inyo and Mono Counties need to access urban amenities such as an international airport or a big-box retailer, they tend to travel south to the Los Angeles area or north to the Reno area, as traveling west over the mountains is inefficient and difficult. Thus, the ESCOG feels that it makes little sense and dilutes the voice of the residents of Inyo and Mono Counties to tether east-side residents to west-side counties that are so geographically divided from the Eastern Sierra.

The Eastern Sierra is foremost defined by its proximity to the striking eastern escarpment of the Sierra Nevada. The region represents unique geology and ecology in California, as the westernmost valley of the Great Basin region in the rain shadow of the Sierra Nevada. The Eastern Sierra, known as Payahuunadu or Panawe, has been and continues to be the ancestral home of the Paiute (Nuumu), Shoshone (Newe) and Timbisha peoples for over ten thousand years. Eastern Sierra counties have a shared history of pioneers, prospectors, farmers, and ranchers.

More contemporarily, the region is defined by a shared frontier culture that celebrates its connection to the mountains, to its rural identity, and the abundance of outdoor and adventure recreation opportunities in our mutual backyard. Inyo County and Mono County have regionally connected economies centered on shared resources and integrated tourism markets. Bishop, in Inyo County, serves as the regional hub for federal and state services. Mammoth Lakes, in Mono County, is home to the premier ski resort destination for greater southern California, which continues to be a primary driver for business opportunities along the Highway 395 corridor. Inyo County is a gateway to Death Valley and Kings Canyon – Sequoia National Parks. Mono County is a gateway to Yosemite National Park. Many visitors travel through the region to enjoy each park in succession, and tourism travel is a shared base economy for both Counties.

The Eastern Sierra region has unique and unifying regional issues that would benefit from united regional state representation. Both counties are characterized by significant percentages (>90%) of federally owned and managed land, as well as water exportation and land management by the Los Angeles Department of Water and Power. No other county in the State of California is characterized greater than 50% of private land owned by California municipality outside their boundaries. Both Counties have less than 5% of their land area available for private ownership or development – a shared community and economic development constraint impacting shared regional housing and retail development opportunities.

As a second priority, Inyo and Mono Counties would like to share regional representation with other Sierra Nevada counties, including Mariposa County, Tuolumne County, Calaveras County, Amador County, Alpine County, and part of El

Dorado County, Placer County, Nevada County and Sierra County to form an Sierra Nevada district defined by shared issues, geographies, watersheds, histories, and cultures.

The ESCOG respectfully requests the Honorable California Citizens Redistricting Commission redraw representational boundaries to include Inyo and Mono Counties within the same State Senate and Assembly Districts. The Eastern Sierra Council of Governments further requests the Honorable California Citizens Redistricting Commission provide for shared representation for all counties with the Sierra Nevada, and in particular, within the eastern watersheds of the Sierra Nevada. Thank you for the opportunity to participate in the cornerstone of our United States and State of California democracy, which is local representation.

Please feel welcome to contact me with further questions at kschwartz@cityofbishop.com.

Sincerely,

Karen Schwartz
Chair, Eastern Sierra Council of Governments



County of Inyo



County Counsel/Water Department DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Aaron Steinwand, John Vallejo

SUBJECT: IWVWD Draft 2020 UWMP

RECOMMENDED ACTION:

Request Board provide direction to staff regarding commenting on the Indian Wells Valley Water District's Draft 2020 Urban Water Management Plan.

SUMMARY/JUSTIFICATION:

The Indian Wells Valley Groundwater District (IWVWD) recently issued a notice to the public regarding their draft 2020 Urban Water Management Plan (UWMP). The Draft is available for review online at <http://www.iwvwd.com>, under the Public Documents Tab: Public Reports / CEQA. This is potentially relevant to Inyo County given the IWVWD UWMP's reference to a potential deal with LADWP for the exchange of water out of the LADWP aqueduct system. The collateral issues arising out of this possibility are known to the County through, at least, our participation on the Indian Wells Valley Groundwater Authority's (IWVGA) Board of Directors and that agency's Groundwater Sustainability Plan (GSP). With that in mind the scope of concerns are not restated in full here.

The hearing for the UWMP is scheduled for August 9, 2021. Staff requests direction from your Board to develop Inyo County's comment in a manner consistent with our prior comments to the City of Los Angeles' UWMP, and Inyo County's position on the potential LADWP project set forth in the IWVGA GSP, and to delegate to the Water Department Director the authority to finalize that comment. While the practical impact of our comment may not change the IWVWD's decision, it will be an important signal to the IWVWD that Inyo County continues to monitor, be concerned, and be prepared to act on the potential for even more water to be exported out of the Owens River watershed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Indian Wells Valley population is, for practical purposes, entirely dependent on groundwater from that local groundwater basin. That basin has been in overdraft for decades, currently pumps approximately 4 times the amount of water than is naturally replenished, and is expected to run out of reasonably available groundwater in the foreseeable future. As such, the basin is considered to be in "critical overdraft" by the California Department of Water Resources. The local groundwater sustainability agency intends to import water into the basin to help bring the basin back into a neutral water balance. Inyo County has consistently supported that goal but only so long as the water imported is not from the Owens River watershed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to comment on the IWWWD UWMP. This would let an opportunity to re-emphasize our opposition to a plan to import water into that basin via LADWP.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

John Vallejo

Darcy Ellis

John Vallejo

Aaron Steinwand

Created/Initiated - 7/28/2021

Approved - 7/28/2021

Approved - 7/29/2021

Final Approval - 7/29/2021



County of Inyo



County Counsel/County Administrator

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: August 3, 2021

FROM: Grace Chuchla

SUBJECT: Workshop regarding Title 22 updates

RECOMMENDED ACTION:

County Counsel/County Administrator - Request Board receive presentation and provide input regarding updates to Title 22 of the Inyo County Code regarding code enforcement procedures and priorities.

SUMMARY/JUSTIFICATION:

Title 22 of the Inyo County Code deals with the procedures for abating nuisances that exist within the County -- e.g. properties with excessive trash / junk, zoning violations, or any other conditions that threaten the general health and welfare of Inyo County residents. Under the current version of Title 22, after the Code Enforcement Officer identifies a nuisance or other violation of the Inyo County Code, he must provide the property owner with a series of four notices spaced over a period of approximately four to five months before he can take any action to abate nuisances that a property owner refuses to correct.

Thankfully, most Inyo County residents take pride in their property and will readily resolve any issues that the Code Enforcement Officer brings to their attention. However, for the property owners who refuse to fix the issues raised by the Code Enforcement Officer, the lengthy process that exists in the current version of Title 22 makes it difficult and labor-intensive for the Code Enforcement Officer to mandate compliance. Therefore, the Code Enforcement Officer would like your Board's input on how to streamline the Title 22 process to make it easier to mandate compliance in situations where the property owner refuses to remedy the violations. In conjunction with County Counsel, the Code Enforcement Officer has prepared some suggested updates to the Title 22 process and would appreciate your Board's feedback on those suggested updates.

Additionally, the Code Enforcement Officer would like input from your Board on enforcement priorities. The Code Enforcement Officer is a fairly new position within Inyo County, and County Administration would appreciate guidance from your Board on how the Code Enforcement Officer should focus his time and energy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

County Counsel, Planning Department, Building and Safety, Environmental Health

FINANCING:

ATTACHMENTS:

APPROVALS:

Grace Chuchla

Grace Chuchla

Clint Quilter

Darcy Ellis

Marshall Rudolph

Created/Initiated - 5/4/2021

Approved - 5/4/2021

Approved - 5/4/2021

Approved - 5/5/2021

Final Approval - 5/5/2021



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Ashley Helms

SUBJECT: Amendment 3 to the Contract with MGE Engineering

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 3 to the contract between the County of Inyo and MGE Engineering Inc of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and certain construction phase services for the North Round Valley Road Bridge Replacement Project. The construction phase services include responding to Requests for Information from contractors, assisting with contract change orders, and reviewing submittals. The construction contract for this project was awarded to Spiess Construction on January 5, 2021, and work began at the end of June. This contract term extension will allow MGE to complete their scope of work during construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

7/10/2018	Design contract awarded
8/20/2019	Amendment 1 - Modifying the Schedule of Fees
10/7/2020	Amendment 2 - Modifying the Schedule of Fees

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, this is not recommended, as the project is not complete.

OTHER AGENCY INVOLVEMENT:

California Office of Emergency Services

FINANCING:

Costs associated with this contract are paid from Budget 034600 (Road), Object Code 5717 (North Round Valley Road). This project is funded at 75% by the California Department of Emergency Services (CalOES) via reimbursement.

ATTACHMENTS:

1. MGE Contract Amendment 3
2. MGE Contract Amendment 2
3. MGE Contract Amendment 1
4. MGE Executed Contract

APPROVALS:

Ashley Helms
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Michael Errante

Created/Initiated - 7/20/2021
Approved - 7/20/2021
Approved - 7/20/2021
Approved - 7/20/2021
Final Approval - 7/21/2021

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and MGE Engineering of Sacramento, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

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

1. The term of the Agreement is extended to December 31,2022.

The effective date of this amendment to the Agreement is August 3, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of January 2020 an order was duly made and entered as follows:

*Public Works –
MGE Engineering
Contract
Amendment 2*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: January 10, 2020

WITNESS my hand and the seal of said Board this 7th
Day of JANUARY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

By: _____



County of Inyo



#15

Public Works

CONSENT - ACTION REQUIRED

MEETING: January 7, 2020

FROM:

SUBJECT:

Amendment 2 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

Recent staffing changes at MGE have made it necessary to modify the Schedule of Fees. In order to make these adjustments and future minor modifications, this amendment gives authority to the Director of Public Works to change the approved job classification list in Attachment B to the contract, so long as the changes are not associated with an increase to the contract Not-to-Exceed amount. No changes will be made to the key personnel for the project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order

OTHER AGENCY INVOLVEMENT:

Project partially funded by California Office of Emergency Services

FINANCING:

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. There

are no costs associated with this amendment.

ATTACHMENTS:

1. Amendment 2 for MGE
2. Amendment 1 for MGE
3. MGE Contract

APPROVALS:

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Michael Errante	Approved - 12/20/2019
Marshall Rudolph	Approved - 12/20/2019
Amy Shepherd	Approved - 12/20/2019
Michael Errante	Final Approval - 12/20/2019

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and 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 as described in Attachment B-2 to the Contract.

The effective date of this amendment to the Agreement is January 7, 2020.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14th DAY OF January, 2020.

COUNTY OF INYO

CONSULTANT

By:  _____

By: _____

Dated: 1/14/20 _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____

By: Richard E. Scuito

Dated: _____

Dated: 1/13/2020

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

ATTACHMENT B-2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Attachment B: *Schedule of Fees* is herein amended to allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at MGE. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

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

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as "Contract Limit"

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee's is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.


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
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

CONSULTANT

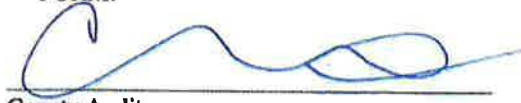
By: 
Dated: 8-29-19

By: _____
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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: Rahul S. Scythia III

Dated: _____

Dated: 8-28-2019

**APPROVED AS TO FORM AND
LEGALITY:**

Grace Chackla
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

[Signature]
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND 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
DAN TOLSON
Print or Type Name

By: _____
Signature

Print or Type Name

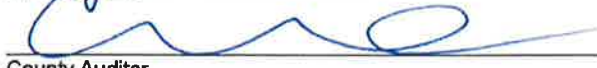
Dated: 7-12-18

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 solve 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 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 <u>Subtotal</u> 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.

Engineering Services for North Round Valley Road Bridge Replacement at Pine Creek

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 : *Robert E Sennett* 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

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hou 48C0044 North Valley Road Bridge over Pine Cre

Direct Labor <u>Subtotal</u> 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

EXHIBIT B

Note: Mark-ups are Not Allowed **Prime Consultant** **Subconsultant** **2nd Tier Subconsultant**
Consultant **GEI Consultants Inc.**
 Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	50	\$62.80	\$3,140.00
Senior Archaeologist	Denise Jurich	24	\$59.88	\$1,437.12
Senior Wildlife Biologist	Kelly Fitzgerald-Holland	2	\$54.28	\$108.56
Regulatory Specialist	Sarah Norris	160	\$55.68	\$8,908.80
Staff Biologist	Devin Barry	14	\$30.96	\$433.44
Staff Biologist / GIS	Brook Constantz	100	\$23.48	\$2,348.00
Senior Historian	Madeline Bowen	4	\$46.80	\$187.20
Project Archaeologist	Jesse Martinez	58	\$43.28	\$2,510.24
Architectural Historian	Patricia Ambacher	36	\$39.44	\$1,419.84
Document Specialist	Charisse Case	14	\$35.24	\$493.36
Graphic Artist	Maria Pascoal	14	\$41.48	\$580.72

476

LABOR COSTS

a) Subtotal Direct Labor Costs \$21,567.28
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
e) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$21,567.28

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$19,954.05
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$22,039.60
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$41,993.65

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$6,356.09

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Cultural Resources Records Search	1		\$900	\$ 900.00
Document Production Costs		\$ 1.00	\$400	\$ 400.00
Mailing	40	\$ 5.00	\$200	\$ 200.00
			\$	\$
l) TOTAL OTHER DIRECT COSTS				\$ 1,500.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
m) TOTAL SUBCONSULTANTS' COSTS		\$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,500.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$71,417.02**

NOTES:

1. 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.

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	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28	476	=	\$45.31	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	\$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: *Philip L. 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:

Certification of Direct Costs:

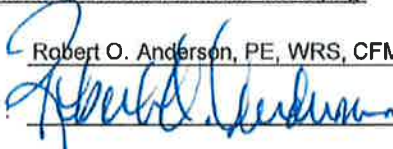
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 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.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of August 2019 an order was duly made and entered as follows:

*Public Works –
MGE Engineering
Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 22, 2019

WITNESS my hand and the seal of said Board this 20th
Day of August, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



18

Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM:

RE:

Amendment 1 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

This amendment adds the Associate Bridge Engineer job classification to the Schedule of Fees for MGE. This classification was overlooked in the consultants initial cost proposal, and is an important component of the bridge drafting work. There are no cost increases associated with this addition.

The amendment also adds to the scope of work of MGE's environmental sub-consultant GEI for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further explained in Attachment A-1. The cost associated with this additional scope is \$5,720.63, which is detailed in Attachment B-1.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order that corrects an oversight in the original cost proposal.

OTHER AGENCY INVOLVEMENT:

Project partially funded by California Office of Emergency Services

FINANCING:

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. The cost associated with this additional scope is \$5,720.63.

ATTACHMENTS:

1. Amendment 1 to MGE Contract
2. MGE Contract

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

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

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as "Contract Limit"

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee's is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.

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
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

By: 

Dated: 8-29-19

CONSULTANT

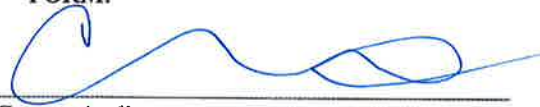
By: _____

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Rahul S. Sachin III

Dated: 8-28-2019

APPROVED AS TO FORM AND
LEGALITY:

Grace Chackla
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

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 A1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC.
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

The scope of work described in the original Contract, dated July 10, 2018, is revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further described in the proposal dated August 9, 2019 from GEI Consultants, the environmental sub-consultant to MGE Engineering Inc.



Geotechnical
Environmental
Water Resources
Ecological

August 9, 2019

MGE Engineering, Inc.
Robert Sennett, S.E.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

Re: North Round Valley Road Bridge Replacement over Pine Creek – Inyo
County Standard Contract #156

Dear Bob:

GEI is pleased for the opportunity to continue providing environmental compliance services related to the above referenced project. As requested by Inyo County, GEI will modify existing Task 2.2 “Prepare CEQA Notice of Exemption” to include preparation of an Initial Study/Mitigated Negative Declaration for public/agency review. Our scope for the revised task follows and our cost estimate (prepared per Caltrans Exhibit 10-H) is provided as **Attachment #1**.

Task 2.2. Prepare CEQA Notice of Exemption

Following review of the draft Exemption Memo/Environmental Checklist, County staff determined that an Initial Study/Mitigated Negative Declaration (IS/MND) will be necessary to complete the CEQA process. GEI will expand the existing Environmental Checklist by including a project description, preparing the mitigated negative declaration, completing the checklist sections for public/agency review, and compiling the mitigation monitoring and reporting program (MMRP). *GEI will submit a draft IS/MND to the County/MGE by August 30, 2019.*

Following team review of the draft IS/MND, GEI will prepare the required noticing (Notice of Completion) and submit 15 CD copies of the public review draft IS/MND to the State Clearinghouse to initiate the 30-day public/agency review period. Following review, GEI will incorporate any comment letters received and prepare a final IS/MND for County staff. Consistent with CEQA guidelines, GEI does not anticipate providing detailed responses to comment letters received during the 30-day review period.

Task 2.2. Assumptions

- As confirmed with the Great Basin Unified Air Pollution Control District, no air quality modelling will be required to quantify air quality/greenhouse gas emissions resulting from construction of the project.

www.geiconsultants.com

GEI Consultants, Inc.
10860 Gold Center Drive, Suite 350, Rancho Cordova, CA 95670
916.631.4500 fax 916.634.4501

- Any additional Native American consultation activities consistent with AB 52, will be provided by County staff.
- GEI will provide County staff/MGE with a PDF/word version and up to 20 CD copies of the IS/MND (including attachments). Any additional paper copies (or mailing) of the IS/MND will be provided by the County.

On behalf of GEI, we thank you for the opportunity to present this information to you. We trust you will find this information adequate for your review. Should you need additional information or have any further questions, please do not hesitate to give me a call at (916) 631-4500.

Sincerely yours,

A handwritten signature in black ink, appearing to read "RW", with a horizontal line extending to the right.

Ray Weiss

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

The Schedule of Fees is amended to include the job classification of Associate Bridge Engineer to the approved job classifications for MGE Engineering Inc., with an initial hourly rate of \$54.00/hour, and subject to the anticipated salary increases described in Attachment B to the Contract.

The consultant shall be compensated at the rates shown in GEI Consultants' proposal dated August 9, 2019 for the added scope of work described in Attachment A-1. Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, materials and other incidentals to perform all work described in Attachment A-1. The costs shown in the proposal are estimates of probable cost incurred by the consultant. The total compensation to be provided shall be for actual work performed, and shall not exceed the total contract amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant
 Consultant **GEI Consultants Inc.**

Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 8/9/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	24	\$62.80	\$1,507.20
Document Specialist	Charisse Case	6	\$35.24	\$211.44
Administrative Assistant	Sonia Klingensmith	2	\$23.00	\$46.00
		0	\$55.68	\$0.00
		0	\$30.96	\$0.00
		0	\$23.48	\$0.00
		0	\$46.80	\$0.00
		0	\$43.28	\$0.00
		0	\$39.44	\$0.00
		0	\$35.24	\$0.00
		0	\$41.48	\$0.00

LABOR COSTS

32

a) Subtotal Direct Labor Costs \$1,764.64
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$1,764.64

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$1,632.64
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$1,803.29
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$3,435.93

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$520.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
			\$	\$
				\$ -
				\$ -
				\$ -
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$5,720.63

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 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,764.64	32	=	\$55.15	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	\$55.15	+	3.5%	=	\$57.08	Year 2 Avg Hourly Rate
Year 2	\$57.08	+	3.5%	=	\$59.07	Year 3 Avg Hourly Rate
Year 3	\$59.07	+	3.5%	=	\$61.14	Year 4 Avg Hourly Rate
Year 4	\$61.14	+	3.5%	=	\$63.28	Year 5 Avg Hourly Rate
Year 5	\$63.28	+	3.5%	=	\$65.49	Year 6 Avg Hourly Rate
Year 6	\$65.49	+	3.5%	=	\$67.79	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%	*	32.0	=	32.0	Estimated Hours Year 1
Year 2	0.00%	*	32.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	32.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	32.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	32.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	32.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	32.0	

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	\$55.15	*	32.0	=	\$1,764.64	Estimated Hours Year 1
Year 2	\$57.08	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$59.07	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.14	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.28	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$65.49	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$1,764.64	
	Direct Labor Subtotal before Escalation			=	\$1,764.64	
	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 L. Dunn* Date of Certification (mm/dd/yyyy): 8/9/2019

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:

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
DAN TETHEROFF
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 7-12-18

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

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

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 preform all work deccribed 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 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 <u>Subtotal</u> 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
7.2	Acquisition										\$ -						\$ 6,150.00
	Optional Task Total Hours	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 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 Year 1 Avg Hourly Rate
\$1,658.28	20	=	\$82.91	

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

	Avg Hourly Rate		Proposed Escalation		Avg Hourly Rate	
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

EXHIBIT B

Note: Mark-ups are Not Allowed **Prime Consultant** **Subconsultant** **2nd Tier Subconsultant**
Consultant **GEI Consultants Inc.**
 Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	50	\$62.80	\$3,140.00
Senior Archaeologist	Denise Jurich	24	\$59.88	\$1,437.12
Senior Wildlife Biologist	Kelly Fitzgerald-Holland	2	\$54.28	\$108.56
Regulatory Specialist	Sarah Norris	160	\$55.68	\$8,908.80
Staff Biologist	Devin Barry	14	\$30.96	\$433.44
Staff Biologist / GIS	Brook Constantz	100	\$23.48	\$2,348.00
Senior Historian	Madeline Bowen	4	\$46.80	\$187.20
Project Archaeologist	Jesse Martinez	58	\$43.28	\$2,510.24
Architectural Historian	Patricia Ambacher	36	\$39.44	\$1,419.84
Document Specialist	Charisse Case	14	\$35.24	\$493.36
Graphic Artist	Maria Pascoal	14	\$41.48	\$580.72

476

LABOR COSTS

a) Subtotal Direct Labor Costs \$21,567.28
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$21,567.28**

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$19,954.05
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$22,039.60
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] **\$41,993.65**

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j) x (q)]** **\$6,356.09**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Cultural Resources Records Search	1		\$900	\$ 900.00
Document Production Costs		\$ 1.00	\$400	\$ 400.00
Mailing	40	\$ 5.00	\$200	\$ 200.00
			\$	\$
l) TOTAL OTHER DIRECT COSTS				\$ 1,500.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
m) TOTAL SUBCONSULTANTS' COSTS \$ _____

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$1,500.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$71,417.02**

NOTES:

1. 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.

January 2018

- ~~1. 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.~~
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	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28	476	=	\$45.31	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	\$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:

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- 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 L. 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:

Certification of Direct Costs:

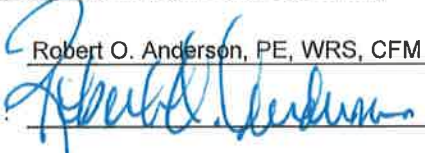
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 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
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- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Mandy Guo PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: mguo@dealeyrenton.com	FAX (A/C, No): 510-452-2193	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MGE Engineering, Inc. 7415 Greenhaven Drive Sacramento CA 95831	INSURER A : Travelers Property Casualty Co of Ameri		25674
	INSURER B : Travelers Indemnity Co. of Connecticut		25682
	INSURER C : American Automobile Ins. Co.		21849
	INSURER D : U.S. Specialty Insurance Company		29599
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 667305352

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6804H513922	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6124L670	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7684Y826	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCW0031741801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			USS1828381	1/28/2018	1/28/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

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

Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Inyo County
 Department of Public Works
 Attn: Kathryn Paterson
 168 N. Edwards
 Independence CA 93526

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MGE Engineering, Inc.
Endorsement Effective Date: 11/15/2017

SCHEDULE

Name Of Person(s) Or Organization(s): Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

ATTACHMENT E

There is no Attachment E



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Cathreen Richards

SUBJECT: Joint Funding Agreement with USGS

RECOMMENDED ACTION:

Request Board ratify and approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2021 through September 30, 2022, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings re-initiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.

The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2021. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

OTHER AGENCY INVOLVEMENT:

USGS, NPS, FWS, BLM, and Nye County, NV

FINANCING:

Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

ATTACHMENTS:

1. USGS Payment Agreement

APPROVALS:

Cathreen Richards	Created/Initiated - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Cathreen Richards	Approved - 7/26/2021
Amy Shepherd	Final Approval - 7/27/2021



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd.
Carson City, NV 89701

June 10, 2021

Rick Pucci, Chairperson
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Pucci:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2021 - September 30, 2022. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

JILL

FRANKFORTER

Digitally signed by JILL
FRANKFORTER
Date: 2021.06.11 09:22:38
-07'00'

Jill D. Frankforter, Director
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, Jon Wilson, USGS
NV Finance

22ZJJFA00100

USGS Nevada Water Science Center

2730 N. Deer Run Road
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California

Yucca Mountain Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact

Geoff Moret
702-564-4545
gmoret@usgs.gov

Technical Contact

Catherine Richards, Planning Director
760-878-0447
crichards@inyocounty.us

Executive Contact

Jill D. Frankforter, Director
775-887-7658

Executive Contact

Rick Pucci, Chairperson
760-878-0268

Billing Contact

Helen Houston, Budget Analyst
775-887-7605
NVFinance@usgs.gov

Billing Contact

Paula Riesen, Project Coordinator
760-878-0263
priesen@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 22ZJFA00100
Project #: ZJ00EBM
TIN #: 95-6005445

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$8,000 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 22ZJFA00100
Project #: ZJ00EBM
TIN #: 95-6005445

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret
Chief, Southern NV Studies Section
Address: 160 N. Stephanie Street
Henderson, NV 89074
Telephone: (702) 564-4545
Fax:
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards
Planning Director
Address: C/O Yucca Repository Assessment
Office P.O. Drawer L
Independence, CA 93526
Telephone: (760) 878-0447
Fax:
Email: crichards@inyocounty.us

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7605
Fax: (775) 887-7629
Email: hhouston@usgs.gov

Customer Billing Point of Contact

Name: Paula Riesen
Project Coordinator
Address: Yucca Mtn. Repository Assessment
Office PO Drawer L
Independence, CA 93526
Telephone: (760) 878-0263
Fax:
Email: priesen@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

County of Inyo (Yucca Mountain Repository)

Signature

JILL
FRANKFORTER
By FRANKFORTER Date: 2021.06.11 09:23:20 -07'00'
Name: Jill D. Frankforter
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Office of the Sheriff

SUBJECT: Idemia Identity & Security Sole Source and Maintenance Agreement for Livescan Machines

RECOMMENDED ACTION:

Request Board: A) declare Idemia Identity & Security of Bloomington, MN, a sole-source provider of Livescan Machine maintenance; B) ratify and approve the agreement between the County of Inyo and Idemia for the provision of Livescan Machine maintenance in an amount not to exceed \$12,000 for the period of July 1, 2021, through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The RAN budget pays for the livescan machines located at the Jail, Administrative Building, and the Bishop Police Department.

The software used in these fingerprint machines was developed by MorphoTrust and Idemia Identity & Security is the sole provider of maintenance for these fingerprint machines. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-1090B)

In accordance with the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT, AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability, or unique patented manufacture.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The RAN budget exists to purchase, lease, operate, and provide maintenance of automated fingerprint equipment and digital image photographic equipment used to identify individuals. The expenditures for the RAN budget are approved annually for the next fiscal year by the RAN/DNA Board comprised of Sheriff Hollowell, DA Tom Hardy, Probation Chief Thompson, and Bishop Police Chief Standridge.

Idemia Identity & Security (formally MorphoTrust USA Inc.) installed the Idemia Identity & Security Fingerprint machines at the Jail Facility in December 2015 and October 2011. The Bishop PD machine was installed in

March 2017. Each machine's maintenance renewal date is based on the installation date. As a result, the annual request is an estimate based on prior years' expenditures and trending increases that may occur year to year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to deny this request; however, the proprietary software used in these fingerprints machines were developed by MorphoTrust and Idemia Identity & Security.

OTHER AGENCY INVOLVEMENT:

Bishop Police Department
Probation Department
RAN Board

FINANCING:

Funding is included in the FY 2020-2021 requested budget unit 056610 RAN, Object Code 5171 maintenance of equipment. Expenses paid from the RAN budget are reimbursed out of the Automated Fingerprint Trust (502705). No general funds.

ATTACHMENTS:

1. Idemia Live Scan terms
2. 21-22 Livescan Quote

APPROVALS:

Riannah Reade	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Riannah Reade	Approved - 7/26/2021
Marshall Rudolph	Approved - 7/26/2021
Amy Shepherd	Approved - 7/27/2021
Jeffrey Hollowell	Final Approval - 7/27/2021

SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 30692
QUOTE DATE: 05/03/21
CUSTOMER ID: BD-1264
PRICE LIST: CMAS-IT-70

BILL TO: INYO COUNTY SHERIFFS DEPARTMENT
 PO BOX S

COVERAGE
START DATE: 09/01/21
END DATE: 08/31/22

INDEPENDENCE, CA 93526
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: 5600-TPE-ED-M95	INYO COUNTY SHERIFFS DEPARTMENT - 550 S CLAY ST INDEPENDENCE, CA 93526			
TPE-5600-ED	ANNUAL 9/5 MAINTENANCE	AEY311001025	1	\$2,938.00
HWOX-DIGCAP-M95	ANNUAL 9/5 MAINTENANCE	AEY311001025	1	\$357.00
TPE-HWOX-DIGCAP		A		

EQUIPMENT LOCATION:

TP-NOREMNOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the MorphoTrust USA Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMNOTE charge.

Dial-In Modem: Access Telephone Number _____
 Secure ID, VPN, Other: Contact Name _____ Telephone Number _____
 Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.

TOTAL: 1 \$730.00
\$4,025.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DOMINIQUE LESURE
TITLE: Maintenance Contract Admin
PHONE:
FAX: (952) 852-8747
EMAIL: Dominique.Lesure@us.idemia.com

PO NUMBER: 44038
SIGNATURE BY: *[Signature]*
NAME(Print) / DATE: Lauri Harner 5/3/21
TITLE: Acct Tech III
PHONE / FAX: 700-878-0386
EMAIL: lharner@nyocounties.us

The terms and conditions of CMAS IT-70 #3-1-70-1090B maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



COUNTY OF INYO PURCHASE ORDER

Office of Purchasing Agent
(760) 878-0293

PO# P44038
DATE 10/01/20
PR# REQ33498
PEID V005393

INSTRUCTION TO VENDORS:

1. Prepare separate invoice for each purchase order.
2. Show purchase order number on all invoice, packages, delivery slips and all correspondence relative to this order.
3. The County of Inyo is not liable for materials or supplies furnished or services rendered except by order of the Board of Supervisors or by authority of a Purchase Order properly signed by the Purchasing Agent.

TO: IDEMIA IDENTITY & SECURITY USA LLC
296 CONCORD ROAD, SUITE 300
BILLERICA, MA 01821

SHIP TO: SHERIFF DEPT
P O BOX S
INDEPENDENCE, CA 93526

MAIL INVOICES SHERIFF DEPT
P O BOX S
INDEPENDENCE, CA 93526

ATTN: Laurie Harner

#	QUANTITY	DESCRIPTION	UNIT PRICE	TAX/OTHER	TOTAL
0001	12,000.00	INYO CO SHERIFF/ANNUAL LIVESCAN MAINTENANCE	1.00	0.00	12,000.00
0002	1.00	BOARD APPROVED ON 7/7/20	0.00	0.00	0.00
				TOTAL:	\$12,000.00

RETURN VENDOR COPY TO DEPARTMENT.

THIS ORDER NOT VALID UNLESS APPROVED BY COUNTY AUDITOR

I certify that there is a sufficient unencumbered balance in the above account to cover the amount of this order and that sufficient funds have been set aside for the payment thereof.

County Purchasing Agent

County Auditor-Controller

For contractor's provision of such services and materials see the terms and conditions on attached page.

Accepted:

Contractor



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Cap Aubrey, Miquela Beall, Leslie Chapman

SUBJECT: Solid Waste Equipment Replacement Plan

RECOMMENDED ACTION:

County Administrator - Recycling & Waste Management - Request Board receive a Recycling and Waste Management program update and 5-year equipment replacement plan workshop and approve plan as presented or as amended, based on Board input.

SUMMARY/JUSTIFICATION:

Recycling and solid waste staff will present a short overview of landfill operations, including an explanation of required program equipment. Then staff will provide a detailed equipment replacement schedule, along with a proposal for funding the plan without incurring unnecessary debt. The Inyo County landfill operations are completely dependent on heavy equipment that is expensive to replace and must meet CARB compliance requirements. An equipment replacement plan that is carefully executed and annually updated, will give the County more opportunities to take advantage of the best prices and financing options. Additionally, staff will have the data at their fingertips to do targeted searches for grants and other funding sources, thereby saving the County money over time. Without a plan and the financial means to replace equipment when the useful life ends, we will be forced to make emergency purchases, creating work stoppages and losing leverage to get the best financial deals. Therefore, we present to you, the first annual Recycling and Solid Waste Equipment Replacement Plan and ask that during the budget process, you consider approving the recommended transfer from Solid Waste Fund Balance into the Solid Waste Equipment Replacement Fund that will allow us to begin to execute the plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None presented at this time

OTHER AGENCY INVOLVEMENT:

FINANCING:

No fiscal impact as a result of this workshop.

ATTACHMENTS:

APPROVALS:

Leslie Chapman

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Created/Initiated - 7/28/2021

Approved - 7/29/2021

Approved - 7/29/2021

Approved - 7/29/2021

Final Approval - 7/29/2021



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: August 3, 2021

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for Quarter Ending June 30, 2021

RECOMMENDED ACTION:

Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending June 30, 2021.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. 06-30-2021 Treasury Status Report

APPROVALS:

Moana Chapman
Darcy Ellis
Moana Chapman
Alisha McMurtrie
Darcy Ellis

Created/Initiated - 7/13/2021
Approved - 7/15/2021
Approved - 7/15/2021
Approved - 7/15/2021
Final Approval - 7/16/2021

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2021
DATE: July 15, 2021

The following status report of the County Treasury as of 06-30-2021 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 890 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:06/30/2021 was \$10,083,481.35 (Principal: \$9,807,265.93 plus Contributions: \$165,825.00 plus Interest: \$112,814.89 less Fees: \$-2,424.47)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION For the Business Day of: 6/30/2021			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$183,225,777.44	
Deposit Authorizations		\$321,666.78	
Checks Paid on:	06/30/21	(\$252,888.52)	
Journal Entry:		(\$3,389,329.04)	06-30-2021 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Outgoing Debits:			
Ending "Claim on Cash in Treasury"		\$179,905,226.66	
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer	\$200.20	
	Vault	\$53,832.50	
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
Union Bank - General Account.		\$9,750,784.12	
Eastern Sierra Community Bank - Gen		\$2,389,711.30	
El Dorado #2107 - Directs Account		\$13,040.82	
El Dorado #9703 - Cash Account		\$100,488.50	
INVESTMENTS:			
			<i>Agency Limit</i>
Local Agency Investment Fund	\$41,000,000.00		50,000,000
UBS Money Market	\$2,500,000.00	1.39%	of 10.00%
Local Agencies	\$645,842.99	0.36%	of 100.00%
Federal Agencies	\$100,977,324.00	56.13%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00%	of 100.00%
Commercial Paper	\$21,978,997.22	12.22%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$7,686,000.00	4.27%	of 30.00%
Grand TTL Investments	\$174,788,164.21		
NOTES			
Maturities > 1 Year	\$103,348,842.99	57.45%	of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$187,096,221.65	
RECONCILIATION			
Treasury Over /Short:		\$7,190,994.99	
Explanation:	(\$35,370.28)	06/30/21 REMOTE DEPOSIT IN TRANSIT	
	\$126,856.06	06/30/21 ICQE: CALPERS	
	\$97,271.33	06/30/21 ICQE: CALPERS	
	\$1,787.78	06/30/21 AUD PY: PERS - PIONEER	
	\$450.10	06/30/21 AUD PY: PERS - PIONEER	
	\$3,000,000.00	06/30/21 CUSIP# 3130AMX31 - SETTLEMENT	
	\$4,000,000.00	06/30/21 CUSIP# 3130AMT28 - SETTLEMENT	
	(\$2,088.91)	06/29/21 ED#9703 POOLED DP XFER - CK# 2057	
		\$7,190,994.99	

EXHIBIT "A"**OUTGOING DEBIT DETAIL**

Auditor/Payroll	(\$10,706.39)
Auditor/Payroll	(\$2,086.34)
ICOE/ICSOS-Youthbuild Charter	(\$67,039.76)
ICOE/ICSOS-Youthbuild Charter	(\$15,197.32)
ICOE/ICSOS-Youthbuild Charter	(\$5,031.45)
ICOE/ICSOS-LA Ed Corps	(\$35,195.09)
ICOE/ICSOS-College Bridge Academy	(\$4,301.97)
ICOE/ICSOS-LA Ed Corps	(\$3,378.89)
ICOE/ICSOS-College Bridge Academy	(\$1,870.92)
ICOE/ICSOS-LA Ed Corps	(\$1,290.21)
ICOE/ICSOS	(\$367,581.30)
ICOE/ICSOS	(\$1,962,029.59)
ICOE/ICSOS	(\$77,680.91)
Auditor/Payroll	(\$2,356.14)
Auditor/Payroll	(\$510.78)
Auditor/Payroll	(\$897.13)
Auditor/Payroll	(\$478.08)
Auditor/Payroll	(\$566.49)
Auditor/Payroll	(\$4,333.60)
Auditor/Payroll	(\$1,158.09)
Auditor/Payroll	(\$579.08)
Auditor/Payroll	(\$357.84)
Auditor/Payroll	(\$3,413.29)
Auditor/Payroll	(\$605.40)
Auditor/Payroll	(\$10.97)
Auditor/Payroll	(\$4.33)
Auditor/Payroll	(\$547.22)
Auditor/Payroll	(\$20.53)
Auditor/Payroll	(\$10.00)
Auditor/Payroll	(\$205.34)
Auditor/Payroll	(\$50.00)
Auditor/Payroll	(\$188.80)
Auditor/Payroll	(\$20.78)
Auditor/Payroll	(\$39,975.38)
ICOE/ICSOS	(\$553,284.36)
ICOE/ICSOS	(\$126,856.06)
ICOE/ICSOS	(\$97,271.33)
Auditor/Payroll	(\$1,787.78)
Auditor/Payroll	(\$450.10)
TOTAL	(\$3,389,329.04)

TREASURER'S DAILY RECONCILIATION*For the Business Day of***6/30/2021**

Prepared and attached by: Moana Chapman

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2021

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	104
Discover Bank DE 1.75 11/2/2021	254672M39	11/2/2016	1.750	245,000.00	245,000.00	245,000.00	11/2/2021	125
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	145
State Bank India NY 2.35 2/24/2022	8562846J8	2/24/2017	2.350	248,000.00	248,000.00	248,000.00	2/24/2022	239
United Community Bank GA 2.05 3/1/2022	90984P5A9	3/1/2017	2.050	248,000.00	248,000.00	248,000.00	3/1/2022	244
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	3/20/2017	2.150	248,000.00	248,000.00	248,000.00	3/21/2022	264
American Express UT 2.45 4/5/2022	02587DN38	4/5/2017	2.450	248,000.00	248,000.00	248,000.00	4/5/2022	279
TOWNBANK 1.15 4/29/2022	89214PCQ0	4/29/2020	1.150	250,000.00	250,000.00	250,000.00	4/29/2022	303
BERKSHIRE BANK 1 10/20/2022	084601XL2	4/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	477
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	517
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	518
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	248,000.00	2/8/2023	588
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	248,000.00	3/13/2023	621
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	248,000.00	8/18/2023	779
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	875
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	245,000.00	1/9/2024	923
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	248,000.00	3/27/2024	1,001
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	250,000.00	4/30/2024	1,035
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	1,239
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,246
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,246
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,246
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	248,000.00	3/19/2025	1,358
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	245,000.00	4/29/2025	1,399
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,400
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,400
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	245,000.00	5/8/2025	1,408
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	248,000.00	8/12/2025	1,504
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	248,000.00	8/19/2025	1,511
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,512
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,512
Sub Total / Average Certificate of Deposit - 30 %			1.499	7,686,000.00	7,686,000.00	7,686,000.00		871
Commercial Paper - 15 %								
NATIXIS NY 0 7/28/2021	63873JUU2	3/12/2021	0.090	6,000,000.00	5,997,930.00	6,000,000.00	7/28/2021	28
MUFG BANK LTD 0 10/4/2021	62479LX42	1/8/2021	0.200	5,000,000.00	4,992,527.78	5,000,000.00	10/4/2021	96
NATIXIS NY 0 12/17/2021	63873JZH6	3/26/2021	0.170	5,000,000.00	4,993,719.44	5,000,000.00	12/17/2021	170
CREDIT AGRI CIB 0 12/29/2021	22533TZV1	4/14/2021	0.120	6,000,000.00	5,994,820.00	6,000,000.00	12/29/2021	182
Sub Total / Average Commercial Paper - 15 %			0.142	22,000,000.00	21,978,997.22	22,000,000.00		118

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Federal Agencies - 100 %								
FHLB 1.875 11/29/2021	3130AABG2	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	152
FFCB 2.8 12/17/2021	3133EJ3B3	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	170
FFCB 1.68 11/22/2023-21	3133ELAN4	11/22/2019	1.680	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	875
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	3,000,000.00	7/30/2024	1,126
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	3,000,000.00	11/4/2024	1,223
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	3,000,000.00	1/27/2025	1,307
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	2,000,000.00	1/29/2025	1,309
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/30/2025	1,461
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,482
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,482
FHLMC 0.68 7/21/2025-21	3134GV2N7	7/21/2020	0.680	2,000,000.00	2,000,000.00	2,000,000.00	7/21/2025	1,482
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	4,000,000.00	8/12/2025	1,504
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	3,000,000.00	8/19/2025	1,511
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	3,000,000.00	8/21/2025	1,513
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	9/16/2025	1,539
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	5,000,000.00	9/23/2025	1,546
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	5,000,000.00	9/30/2025	1,553
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	3,000,000.00	10/21/2025	1,574
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	3,000,000.00	10/22/2025	1,575
FHLB 1.05 10/28/2025-21	3130ALXN9	4/28/2021	1.050	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,581
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,581
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	11/4/2025	1,588
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	3,000,000.00	11/12/2025	1,596
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	4,000,000.00	12/1/2025	1,615
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	5,000,000.00	3/16/2026	1,720
FHLB 1.07 3/30/2026-21	3130ALS96	3/30/2021	1.070	3,000,000.00	3,000,000.00	3,000,000.00	3/30/2026	1,734
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	2,000,000.00	4/28/2026	1,763
FHLB 1.25 4/28/2026-21	3130ALXM1	4/28/2021	1.250	2,000,000.00	2,000,000.00	2,000,000.00	4/28/2026	1,763
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	0.750	3,000,000.00	3,000,000.00	3,000,000.00	6/16/2026	1,812
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	4,000,000.00	6/30/2026	1,826
Sub Total / Average Federal Agencies - 100 %			0.830	101,000,000.00	100,977,324.00	101,000,000.00		1,442
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	0.262	41,000,000.00	41,000,000.00	41,000,000.00	N/A	1
Sub Total / Average LAIF Fund - \$ 50M			0.262	41,000,000.00	41,000,000.00	41,000,000.00		1
UBS Money Market - 10 %								
UBS Financial MM	MM9591	6/30/2018	0.010	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 10 %			0.010	2,500,000.00	2,500,000.00	2,500,000.00		1
Total / Average			0.627	174,186,000.00	174,142,321.22	174,186,000.00		890

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
6/1/2021 to 6/30/2021

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 6/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2021
OPEB	\$9,807,265.93	\$165,825.00	\$112,814.89	\$2,424.47	\$0.00	\$0.00	\$10,083,481.35
Totals	\$9,807,265.93	\$165,825.00	\$112,814.89	\$2,424.47	\$0.00	\$0.00	\$10,083,481.35

Investment Selection

Source	
OPEB	Moderate HighMark PLUS

Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	1.14%	4.76%	22.70%	10.95%	10.01%	7.88%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees