

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public 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 20, 2021 - 7:30 AM

****SPECIAL MEETING****

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: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).

OPEN SESSION

- 8:30 A.M.
3. **PLEDGE OF ALLEGIANCE**
 4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

CONSENT AGENDA

5. **County Administrator** - Request Board approve a payment of \$12,268.14 to Bishop Locksmith for keying doors, making keys and the labor associated with it for the Bishop Consolidated Office Building.

6. **Public Works** - Request Board: A) award the contract for the Project to Spiess Construction Co., Inc. of Santa Maria, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Spiess Construction Co., Inc. of Santa Maria, CA in the amount of \$886,700.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and the adoption of the Fiscal Year 2021-22 Budget; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
7. **Public Works** - Request Board approve Resolution No. 2021-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Approving Administering Agency-State Master Agreement No. 09-5948S21, Authorizing the Chairperson of the Board to Execute the Agreement, and Authorizing the Director of Public Works to Execute Program Supplements to Master Agreement No. 09-5948S21," and authorize the Chairperson to sign.
8. **Public Works** - Request Board: A) award the contract for the HSIP Centerline Striping Project to Sterndahl Enterprises Inc. of Sun Valley, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Sterndahl Enterprises Inc. of Sun Valley, CA in the amount of \$134,878.40, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

DEPARTMENTAL

9. **County Administrator - Emergency Services** - Request Board consider and potentially authorize prohibiting campfires at County managed campgrounds due to extreme fire danger.



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: August 20, 2021

FROM: Denelle Carrington

SUBJECT: Approval of payment over \$10,000 to vendor

RECOMMENDED ACTION:

Request Board approve a payment of \$12,268.14 to Bishop Locksmith for keying doors, making keys and the labor associated with it for the Bishop Consolidated Office Building.

SUMMARY/JUSTIFICATION:

Bishop Locksmith keyed all of the doors and also cut multiple keys for each door. The Bishop Consolidated Office Building houses around 200 employees, and also has transient staff working there at times. Keys were needed for those employees, and the maintenance staff. This invoice is for services provided in Fiscal Year 2020-2021, and the amount is over the \$10,000 that the CAO can approve. Your approval is needed to pay the entire invoice amount of \$12,268.14.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to pay this invoice, however this is not advised, as the services have already been provided, the vendor did give a labor discount, and the County should stay in good standing with its vendors.

OTHER AGENCY INVOLVEMENT:

All Consolidated Office Building Departments

FINANCING:

There is sufficient funding in the Consolidated Office Building Budget (011809) in the Professional Services object code (5265) to pay this invoice.

ATTACHMENTS:

1. Bishop Locksmith FY 2020-2021 Invoice

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Amy Shepherd

Created/Initiated - 8/18/2021
Approved - 8/18/2021
Approved - 8/18/2021
Final Approval - 8/18/2021

**BRUCE LELLA
BISHOP LOCKSMITH**

186 Hanby Ave
Bishop, CA 93514
760 873 7545
safeman@suddenlink.net

*Approved for Payment
Greg Waters 7-28-21*

DATE 06.15.21-06.30.21

TO
INYO COUNTY
224 North Edwards Street
Independence, CA 93526

FOR LABOR and PARTS at BL SHOP

<u>Description</u>	<u>Amount</u>
PART: 120 LFIC @ 22. (REGULAR @ 28.)	2640.
PART: 138 CODE CUT KEYS @ 16.	2208.
LABOR: ORIGIN MASTER SYSTEM	1500.
LABOR: 117 RE-PIN LFIC to MASTER @ 25.	2325. 2925
PARTS: 1100 KEYS CUT to MASTER @ 3.75	4125.
LABOR: TOTAL SHOP HOURS 38 31 @ 35.	1085.
LABOR	4910. 5510
PARTS	6859. 8973
TAX on PARTS	492.85 785.14
TOTAL	11761.85 15268.14
LABOR DISCOUNT (BISHOP LOCKSMITH)	-3000.
Total	12,268.14 8761.85



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2021

FROM: Ashley Helms

SUBJECT: Bishop Airport Terminal Expansion - Sprung Structure Construction

RECOMMENDED ACTION:

Request Board: A) award the contract for the Project to Spiess Construction Co., Inc. of Santa Maria, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Spiess Construction Co., Inc. of Santa Maria, CA in the amount of \$886,700.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and the adoption of the Fiscal Year 2021-22 Budget; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The project scope includes the erection of a 50 x 60 foot insulated tensioned membrane structure, manufactured by Sprung Structure Inc. and associated site work and interior finishes. Site work includes foundation and utility connections; interior finishes include restrooms, partition walls and office space, electrical, mechanical and plumbing. The structure will be installed adjacent to the existing airport terminal and connected via a hallway.

The long term objective of the structure is to provide additional space for general aviation activities; however, it would temporarily serve as passenger screening and seating areas for the commercial airline service proposed to begin on December 16, 2021.

Bids for the project were opened on August 11, 2021. Two companies submitted the following bids:

- | | |
|---------------------------------|----------------|
| • Spiess Construction Co., Inc. | \$866,700 |
| • Hamel Contracting, Inc. | \$1,130,008.00 |

The bids were reviewed to determine responsiveness, and the recommendation is to award to the low bidder, Spiess Construction. There was confusion from bidders concerning the Schedule of Values submittal, which was due after the bid opening date, leading to a late submittal by the low bidder. It was determined that the bid documents could have more clearly defined the deadline and method of delivery of this submittal, and staff feels that the delayed submittal is immaterial to the bidder's ability to complete the project on time and on budget. The recommendation is to waive the irregularity, as is allowed by the bid documents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On June 1, 2021, your Board approved a purchase order for Sprung Structures Inc., for a 50 x 60 foot insulated tensioned membrane structure, for an amount not-to-exceed \$266,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the project. This is not recommended because the installation of the structure must be completed prior to the proposed start of airline service in December.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this project will be paid out of the Bishop Airport Terminal Area Improvements budget (630400), object code 5700 (Construction in Progress). \$450,000 for this project is included in the preliminary budget in CAO-ACO (010201). The Project is partially funded by a forthcoming FAA Airport Improvement Program entitlement grant of \$157,923. The remaining costs of the project are eligible for reimbursement with future entitlement funds.

ATTACHMENTS:

1. Bid Tabulation
2. Hamel Bid
3. Spiess Bid
4. Contract - Bishop Airport Terminal Project
5. Bishop Airport Terminal Project - Bid Package
6. Bishop Airport Terminal Project - Appendices
7. Bishop Airport Terminal Expansion_Addendum_No 1
8. Bishop Airport Terminal Expansion_Addendum_No_2
9. Bishop Airport Terminal Expansion_Addendum_No_3

APPROVALS:

Ashley Helms	Created/Initiated - 8/9/2021
Darcy Ellis	Approved - 8/9/2021
Ashley Helms	Approved - 8/12/2021
Michael Errante	Approved - 8/12/2021
Marshall Rudolph	Approved - 8/12/2021
Denelle Carrington	Approved - 8/12/2021
Amy Shepherd	Approved - 8/12/2021
Leslie Chapman	Final Approval - 8/18/2021

COUNTY OF INYO BID TABULATION

Project Title: Bishop Airport Terminal Expansion Project

Bid Opening Time/Date: 8/11/2021 at 3:30pm

Location: County Administration Office, Independence, CA

	Bidder Name	Total Bid	Bond
1	Spiess	\$ 886,700.00	yes
2	Hamel	\$ 1,130,008.00	yes
3			
4			
5			
6			
7			

Present:
Ashley Helms
David-Spiess Construction
MONICA Tinkler
Trevor Taylor

Opened By:
Darcy Ellis

COUNTY OF INYO BID TABULATION

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Location: County Administration Office, Independence, CA

	Bidder Name	Total Bid	Bond
1	Spiess	\$ 886,700.00	yes
2	Hamel	\$ 1,130,008.00	yes
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4			
5			
6			
7			

Present:
Ashley Helms
David-Spiess Construction
MONICA Tinkun
Trevor Taylor

Opened By:
Darcy Ellis

BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: Hamel Contracting, Inc.
26431 Jefferson Ave.
Murrieta, CA 92562

(Herein called the "Contractor")

**FOR: TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

(Herein called "Project")

Bids will be opened at 3:30 P.M., on August 11, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by mail

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT requires the contractor to perform a complete and finished project. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if its or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

Contractor agrees in submitting this bid to perform all work under the base bid, in accordance with the contract documents, within 70 calendar days from the date of notice to proceed. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is: (Note selection by placing an "X" in space provided) a bid bond from an admitted corporate surety on the form provided in the bid package (X), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

The bidder is required to submit a bid for all the items included in the bid schedule.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form, or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

ACCEPTANCE:

The County reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening. County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. This solicitation in no way obligates the County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid based on the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors): If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the

discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the item prices in the bid schedule in the following pages.

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Hamel Contracting, Inc.
- B. Project Name: Terminal Expansion at the Bishop Airport
- C. Project Location: 703 Airport Road, Bishop CA
- D. Owner: Inyo County
- E. Architect: Dubois & King / Wilson & Company Inc.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One million, one hundred thirty thousand, eight Dollars (\$1,130,008.⁰⁰).

1.3 BID GUARANTEE

A. As stated in the Notice Inviting Bids:

Bids shall be accompanied by one of the following forms of bidder's security: cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer authorized to transact business in this state, made payable to the County of Inyo. The security shall be in an amount equal to at least ten percent of the total amount of the bid price. The amount of Bid Guarantee (Bond) included with this bid is:

1. 10% of Bid Amount Dollars (\$10% of Bid Amount).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: +Earthwork: JT 2 Inc.
- 2. Plumbing Work: RBN Plumbing Inc.
- 3. HVAC Work: dba Modern - Air Conditioning
- 4. Electrical Work: FEC Electric, Inc Co.
- 5. Asphalt Work: JT 2 Inc
- 6. Other: Caston Inc., McKernan Inc., Madole & Asca Inc., Extreme Pressure Sys^{the}
- 7. Other: Keith Peace Inc., Modern Carpetworks Inc., YTI Ent. Inc

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1. _____ Dollars (\$_____).

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- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: _____
- 2. Plumbing Work: _____
- 3. HVAC Work: _____
- 4. Electrical Work: _____
- 5. Asphalt Work: _____
- 6. Other: _____
- 7. Other: _____

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

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- B. Project Name: Terminal Expansion at the Bishop Airport
- C. Project Location: 703 Airport Road, Bishop CA
- D. Owner: Inyo County
- E. Architect: Dubois & King / Wilson & Company Inc.

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- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$_____).

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1.4 SUBCONTRACTORS AND SUPPLIERS

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- 1. Concrete Work: _____
- 2. Plumbing Work: _____
- 3. HVAC Work: _____
- 4. Electrical Work: _____
- 5. Asphalt Work: _____
- 6. Other: _____
- 7. Other: _____

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- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$_____).

1.3 BID GUARANTEE

- A. As stated in the Notice Inviting Bids:

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1. 10% of Bid Amount Dollars (\$10% of Bid Amount).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: _____
- 2. Plumbing Work: _____
- 3. HVAC Work: _____
- 4. Electrical Work: _____
- 5. Asphalt Work: _____
- 6. Other: _____
- 7. Other: _____

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by County and shall substantially complete the Work within 70 calendar days.
- B. Liquidated damages will be assessed for each calendar day beyond the 70 days for substantial completion will be assessed at \$750/calendar day.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ADDENDA

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

Addendum No. 1 - July 24,2021

Addendum No. 2 - August 3, 2021

Addendum No. 3 - August 6, 2021

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING: IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

1.8 BID SUPPLEMENTS –

- A. Selected unit prices, to be submitted at the time of bid. See County Provisions for further information.

Description	Unit	Price
Cast-in-Place Concrete	CY	\$ 175. ⁰⁰
Steel for foundation reinforcement	LB	\$ 2. ⁵⁰

- B. A completed Proposed Schedule of Values form is required to be attached to the Bid Form, to be submitted by all bidders within 48 hours of the bid opening.
 - 1. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
 - 2. Arrange schedule of values consistent with format of AIA Document G703. Copies of AIA standard forms may be obtained from the American Institute of Architects.
 - a. Website: <http://www.aia.org/contractdocs/purchase/index.htm>
 - b. Email: docspurchases@aia.org
 - c. Phone: (800) 942-7732.

1.10 BIDDER'S BUSINESS INFORMATION

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (): Corporation (x): Limited Liability Company (LLC) ():

Personal Name: Grant J. Hamel, President

Business Name: Hamel Contracting, Inc.

Address: 26431 Jefferson Ave.

Murrieta, CA Zip Code 92562

Telephone: (951) 600-2783

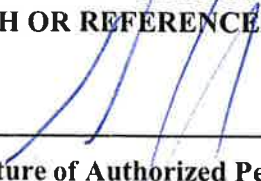
Federal Identification No. 94-3451148

Contractor's License No. 919635, State of California, Type A,B,C8

License Expiration Date 12/31/2022

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.


(Signature of Authorized Person)

President of Hamel Contracting, Inc.
(Title)

Grant J. Hamel
(Printed Name)

7/28/2021
(Date)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (**CHECK ONE**)

has (), has not () been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in **Section 10285.1**.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10162**, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10232**, the contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court that orders the contractor to comply with an order of the National Labor Relations Board.

By bidder's signature on the bid proposal form, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

Grant J. Hamel, President

(Name and Title of Signer)

7/28/2021

Signature Date

Company Name Hamel Contracting, Inc.

Business Address 26431 Jefferson Ave.

Murrieta, CA 92562

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Hamel Contracting, Inc., proposed subcontractor
See attached sub contractor list, hereby certifies that he has X,

has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of INYO
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Grant J. Hamel, President

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

N/A

ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. No DBE contract goal has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26.

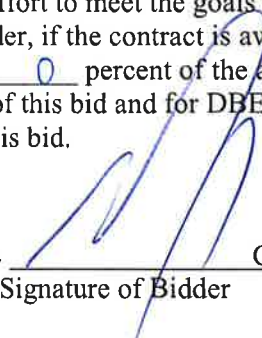
The apparent successful competitor will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with his bid. The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

Bidder's Assurance of Compliance With Title 49 CFR Part 26 Relating To Disadvantaged Business Enterprise Participation

The Bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for DBE participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation for DBEs owned and controlled by women of * 0 percent of the amount of this bid, for DBEs owned and controlled by minorities of * 0 percent of the amount of this bid and for DBEs owned and controlled by other disadvantaged persons of * 0 percent of the amount of this bid.

SIGN HERE  Grant J. Hamel, President 7/28/2021

Signature of Bidder Date

- Bidder shall insert the percentage for women participation, minority participation, and other DBE participation even if the percentages are less than the contract goal.

The bidder/offeror shall submit items #1, 2, 3, 4, and 6 as a condition of bid responsiveness. Items #5 must be submitted prior to commitment of the Owner to award of contract to the apparent successful bidder/offeror

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*
	Concrete Polishing	3%	Extreme Pressure Sys Inc	840062	3
	Framing & Drywall	5%	Caston Inc.	502789	5
	HVAC		dba Modern-Air Conditioning Inc	472651	
	Restroom Access/Partitions		YTI Ent, Inc.	830286	
	Survey	1%	Maddie and Assoc, Inc		3

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*
1	Ceramic Tile	1%	Keith Dence Inc. 33562 Yucca Blvd. #4-232 Yucca, CA 92399 (909) 490-8965	816355	3
2.	Site Utilities, Plumbing		RM Plumbing 20607 Union St. Wildomar, CA 92595 951 888-9057	455466 C-36	
1/5	Earthwork Building Concrete Asphalt Erec	34%	JT2	1067842	5
4.	Electrical, All Low Voltage		FEC Electric, Inc. 409- P.O. Box 77 793-0965 Redlands, CA 92373	743507 C-10, C-7	
	Doors & Hardware		McKernan	957421	

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render service to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

A. WOMEN-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
		<i>NA</i>		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
		<i>NA</i>		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

C. OTHER DBE-OWNED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
		NA		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing;
or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

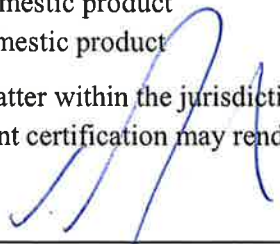
- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/28/2021
Date
Hamel Contracting, Inc.
Company Name


Grant J. Hamel
Signature
President
Title

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

CASHIER'S OR CERTIFIED CHECK FORM

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

N/A

ATTACH CHECK HERE

[]

Bidder (print name): Hamel Contracting, Inc.

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

COUNTY PROJECT NO: RR-20-010

BID BOND

(BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, HAMEL CONTRACTING, INC.

_____ as Principal, and

(Name of Bidder)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of TEN PERCENT OF GREATER AMOUNT BID dollars (\$ 10%)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT,,** in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the County that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

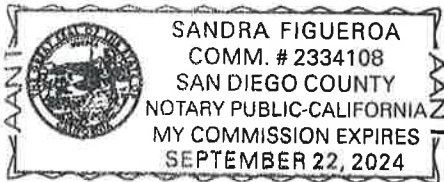
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On 8/9/2021 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared TRACY LYNN RODRIGUEZ
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sandra Figueroa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: TRACY LYNN RODRIGUEZ

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA, MARK D. IATAROLA, JESSICA SCHMAL
AND TRACY LYNN RODRIGUEZ JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19TH day of JUNE, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

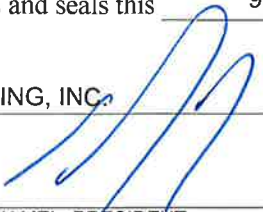
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9TH day of AUGUST, 20 21.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this 9TH day of AUGUST, 20 21

HAMEL CONTRACTING, INC. _____

Principal

(SEAL) By  _____
GRANT J. HAMEL, PRESIDENT
(Name & Title of Authorized Person)

26431 JEFFERSON AVENUE, SUITE A, MURRIETA, CA 92562

(Address for Notices to be Sent)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

(SEAL) By  _____
TRACY LYNN RODRIGUEZ, ATTORNEY-IN-FACT
(Name & Title of Authorized Person)

777 SOUTH FIGUEROA STREET, SUITE 3700, LOS ANGELES, CA 90017

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)

224 North Edwards Street, P.O. Box Q

Independence, California 93526

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 08/10/2021 before me, Anna M. Velazquez, Notary Public,
Date Here Insert Name and Title of the Officer

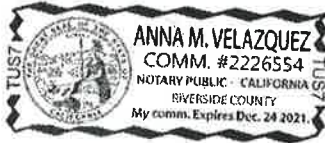
personally appeared Grant J. Hamel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Signature of Notary Public

Anna M. Velazquez, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Grant J. Hamel

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the bid process prior to the award of any contract, the party wishing resolution of the dispute shall submit a written request to County Director of Purchasing. Bidder may appeal the recommended award of denial of award, provided the following stipulation are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the RFB/RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Clint Quilter, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County's Purchasing Director be deemed final.

BID PROPOSAL FORMS

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

JULY 2021

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BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: SPIESS CONSTRUCTION Co., INC.

(Herein called the "Contractor")

**FOR: TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

(Herein called "Project")

Bids will be opened at 3:30 P.M., on August 11, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by mail

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT requires the contractor to perform a complete and finished project. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if its or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

Contractor agrees in submitting this bid to perform all work under the base bid, in accordance with the contract documents, within 70 calendar days from the date of notice to proceed. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is: (Note selection by placing an "X" in space provided) a bid bond from an admitted corporate surety on the form provided in the bid package (✓), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

The bidder is required to submit a bid for all the items included in the bid schedule.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form, or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

ACCEPTANCE:

The County reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening. County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. This solicitation in no way obligates the County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid based on the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors): If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the

discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the item prices in the bid schedule in the following pages.

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: SPIESS CONSTRUCTION Co., Inc.
- B. Project Name: Terminal Expansion at the Bishop Airport
- C. Project Location: 703 Airport Road, Bishop CA
- D. Owner: Inyo County
- E. Architect: Dubois & King / Wilson & Company Inc.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Eight hundred eighty six thousand, seven hundred Dollars (\$ 886,700.⁰⁰).

1.3 BID GUARANTEE

- A. As stated in the Notice Inviting Bids:

Bids shall be accompanied by one of the following forms of bidder's security: cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer authorized to transact business in this state, made payable to the County of Inyo. The security shall be in an amount equal to at least ten percent of the total amount of the bid price. The amount of Bid Guarantee (Bond) included with this bid is:

1. Eighty eight thousand, six hundred seventy Dollars (\$ 88,670.⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: MCW Construction Inc.
- 2. Plumbing Work: Deans Plumbing & Heating Inc.
- 3. HVAC Work: Deans Plumbing & Heating Inc.
- 4. Electrical Work: Eldridge ^{Electrical} & Sons Electrical Inc.
- 5. Asphalt Work: Black Gold Asphalt Inc.
- 6. Other: Tent erection - MCW construction Inc.
- 7. Other: MISC. building finish - MCW construction Inc.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by County and shall substantially complete the Work within 70 calendar days.
- B. Liquidated damages will be assessed for each calendar day beyond the 70 days for substantial completion will be assessed at \$750/calendar day.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ADDENDA

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

1, 2, 3

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING: IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

1.8 BID SUPPLEMENTS –

- A. Selected unit prices, to be submitted at the time of bid. See County Provisions for further information.

Description	Unit	Price
Cast-in-Place Concrete	CY	\$ 1,000.00
Steel for foundation reinforcement	LB	\$ 2.00

- B. A completed Proposed Schedule of Values form is required to be attached to the Bid Form, to be submitted by all bidders within 48 hours of the bid opening.
 - 1. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
 - 2. Arrange schedule of values consistent with format of AIA Document G703. Copies of AIA standard forms may be obtained from the American Institute of Architects.
 - a. Website: <http://www.aia.org/contractdocs/purchase/index.htm>
 - b. Email: docspurchases@aia.org
 - c. Phone: (800) 942-7732.

1.9 BID SECURITY

The required ten percent (10%) Bid Security for this bid is attached in the form of:

(Note: Check and complete one of the following items)

() Bid bond issued by TRAVELERS CASUALTY & SURETY CO. OF AMERICA
an admitted corporate surety on the form provided in the bid package.

() Certified/cashier's check No. _____ issued by _____

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.10 BIDDER'S BUSINESS INFORMATION

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ():

Personal Name: SCOTT A. COLEMAN

Business Name: SPIESS CONSTRUCTION CO., INC.

Address: P.O. BOX 2849

SANTA MARIA, CA Zip Code 93457

Telephone: (805) 937-5859

Federal Identification No. 95-3119974

Contractor's License No. 333989, State of CALIFORNIA, Type A, B, C33, C27

License Expiration Date 5-31-22

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.



(Signature of Authorized Person)

PRESIDENT

(Title)

SCOTT A. COLEMAN

(Printed Name)

10 AUGUST 2021

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*
	Concrete tent erection misc build finish	23.6%	McW Construction Inc 304 Commerce dr Mammoth Lake CA 93546 760-934-8614	620379, B 46376965	4
	Plumbing & HVAC	17%	Pearns Plumbing & Heating Inc 192 E line st Bishop CA 760-873-3774	798921 C20, C36 027933027	4
	Electrical	20%	Eldridge Electrical and Son Inc 169 E line st, Bishop CA 93514 760-873-9140	845483 C10 143249626	3
	Asphalt	1%	Black Gold Asphalt Inc 304 Commerce dr Mammoth Lake 760-934-8616	626721 C12, C32 144599974	4

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

Scott A. Coleman

(Signature of Authorized Person)

PRESIDENT

(Title)

SCOTT A. COLEMAN

(Printed Name)

10 AUGUST 2021

(Date)

This bid was received on Aug. 4, 2021
3:21 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant



PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (**CHECK ONE**)

has (), has not () been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in **Section 10285.1**.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE**

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

In accordance with **Public Contract Code Section 10162**, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10232**, the contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court that orders the contractor to comply with an order of the National Labor Relations Board.

By bidder's signature on the bid proposal form, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

SCOTT A. COLEMAN, PRESIDENT

(Name and Title of Signer)



Signature Date 10 AUGUST 2021

Company Name SPIESS CONSTRUCTION Co., Inc.

Business Address 201 S. BROADWAY ST., #140
ORCUTT, CA 93455

CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010

I am aware of the provisions of **Section 3700** and following of the labor code that requires every employer to be insured against liability for worker's compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SCOTT A. COLEMAN, PRESIDENT

(Name and Title of Signer)



Signature Date 10 AUGUST 2021

Company Name SPIESS CONSTRUCTION CO., INC.

Business Address

201 S. BROADWAY ST., #140
ORCUTT, CA 93455

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder SPIESS CONSTRUCTION CO., INC., proposed subcontractor
_____, hereby certifies that he has ,

has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of INYO
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. No DBE contract goal has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26.


The apparent successful competitor will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with his bid. The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

Bidder's Assurance of Compliance With Title 49 CFR Part 26 Relating To Disadvantaged Business Enterprise Participation

The Bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for DBE participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation for DBEs owned and controlled by women of * _____ percent of the amount of this bid, for DBEs owned and controlled by minorities of * _____ percent of the amount of this bid and for DBEs owned and controlled by other disadvantaged persons of * _____ percent of the amount of this bid.

SIGN HERE 
 Signature of Bidder
 SCOTT A. COLEMAN, PRESIDENT

10 AUGUST 2021
Date

- Bidder shall insert the percentage for women participation, minority participation, and other DBE participation even if the percentages are less than the contract goal.

The bidder/offeror shall submit items #1, 2, 3, 4, and 6 as a condition of bid responsiveness. Items #5 must be submitted prior to commitment of the Owner to award of contract to the apparent successful bidder/offeror

DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render service to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

A. WOMEN-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
	0	N/A		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
	0	N/A		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

C. OTHER DBE-OWNED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
	Ø	N/A		

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing;
or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

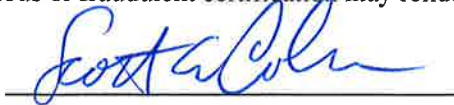
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10 AUGUST 2021

Date

SPIESS CONSTRUCTION CO., INC.

Company Name



Signature

SCOTT A. COLEMAN, PRESIDENT

Title

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010

CASHIER'S OR CERTIFIED CHECK FORM

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

N/A

ATTACH CHECK HERE

[]

Bidder (print name): SPIESS CONSTRUCTION Co., INC.

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT

COUNTY PROJECT NO: RR-20-010

BID BOND

(BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____
Spiess Construction Co., Inc. _____ as Principal, and

(Name of Bidder)
Travelers Casualty and Surety Company of America _____

(Name of Corporate Surety)
as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly
bound unto the County of Inyo, State of California, in the sum of _____
Ten Percent (10%) of the Total Amount Bid--- dollars (\$ --10%--)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and
administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the
Board of Supervisors of the County of Inyo a bid for the construction of the **TERMINAL EXPANSION PROJECT AT
THE BISHOP AIRPORT,** in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors,
and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's
bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials
Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of
Supervisors of said County, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the
County that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the
County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this 4th day of August, 20 21

Spieß Construction Co., Inc.

Principal

(SEAL) By


SCOTT A. COLEMAN, PRESIDENT
(Name & Title of Authorized Person)

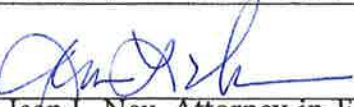
P.O. Box 2849, Santa Maria, CA 93457

(Address for Notices to be Sent)

Travelers Casualty and Surety Company of America

Surety

(SEAL) By


Jean L. Neu, Attorney-in-Fact
(Name & Title of Authorized Person)

Travelers Insurance Company, Bond & Specialty Insurance Claim, PO Box 2989, Hartford, CT 06104-2989

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)

224 North Edwards Street, P.O. Box Q

Independence, California 93526

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara)

On August 5, 2021 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Coleman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Laura Jevne* (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On AUG - 4 2021 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

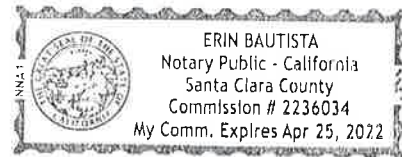
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erin Bautista

(Seal)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JEAN L NEU of SAN MATEO California their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

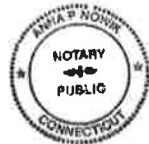
City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of August, 2021



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AGREEMENT
BETWEEN THE COUNTY OF INYO AND
Spieß Construction Co. Inc.

for

TERMINAL EXPANSION PROJECT AT
THE
BISHOP AIRPORT

COUNTY PROJECT NO: RR-20-010

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 20, 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and GRANITE CONSTRUCTION INC (hereinafter referred to as for the construction or removal of TERMINAL EXPANSION PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.
- V. STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and

ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Contract. CONTRACTOR shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the COUNTY shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession and/or trade.

- VI. INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.
- VII. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.
- VIII. CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or

willful misconduct of the County.

X. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

1. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

XI. COMPLIANCE WITH ALL LAWS. Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

XII. LICENSES: CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its trade and/or profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals

which are legally required of CONTRACTOR to practice its and/or profession.

- XIII. PREVAILING WAGE:** Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.
- XIV. CONTROLLING LAW VENUE:** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.
- XV. WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to COUNTY: County of Inyo
Public Works Department
Attn: Ashley Helms
168 N. Edwards
PO Drawer Q Independence, CA 93526

If to CONTRACTOR: Scott Coleman
Spiess Construction Co. Inc.
PO Box 2849
Santa Maria, CA 93457

- XVI. AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
- XVII. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- XVIII. TERMINATION.** This Contract may be terminated for the reasons stated below:
1. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

XIX. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XX. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

XXII. ALL PROVISIONS SET FORTH HEREIN: CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. General Provisions;
 - c. Federal Provisions;
 - d. Special Provisions; and
 - e. Technical Specifications.

XXIII. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its

subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONTRACTOR and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may

be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3.

CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.

The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon

poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the

CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly

rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONTRACTOR must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

J. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

K. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

L. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

P. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (x) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (x) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment “A:” COUNTY OF INYO RELVANT PORTIONS OF REQUEST FOR BIDS

Attachment “B:” RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment “C:” INSURANCE PROVISIONS

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

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

Scott Coleman, President

APPROVED AS TO FORM AND LEGALITY

ATTEST: LESLIE CHAPMAN
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID

All portions of the bid documents, including the Notice Inviting Bids, Bid Proposal Forms, County Provisions, Federal Provisions, the Project Manual, Appendices and Addenda 1-3 are incorporated by reference into this contract.

Section 1 of the County Provisions, the Detailed Project Description as revised by Addenda 1-2, is included as Attachment A as the Scope of Work.

Additionally, the federal minimum wage General Decision Number listed in Section 7-1.02K of the County Provisions is revised to CA20210020 08/06/2021.

DIVISION 1 GENERAL:

1 GENERAL

The Terminal Expansion Project at the Bishop Airport (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Federal Provisions, the Technical Provisions, the Project Plans, and, the 2020 Standard Specifications of the Inyo County Public Works Department (Standard Specifications). The Special Provisions, the Project Plans, and the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

DETAILED PROJECT DESCRIPTION:

Type of Structure.

Sprung Structure commercial grade Airport Terminal Building (50 ft x 60 ft) including connection to existing terminal building.

Project Location.

The location is KBIH- Bishop Airport, 703 Airport Road, Bishop, CA 93514

Scope of Project.

Turnkey site preparation, foundation, utilities, installation, and fit-up for a 50 ft x 60 ft Sprung Structure for use as a commercial grade Airport Terminal Building located generally at the southeastern end of the existing terminal building. Contractor will be responsible for all design and construction elements required for permits, site preparation, building utility connections, foundation, HVAC, electrical, fit-up and commissioning. The work and materials shall meet or exceed applicable State and Local construction codes and ordinances and project manual appended to this solicitation.

Elements anticipated to be required as part of this project:

Site Preparation: Site preparation includes the relocation of water systems, ADA ramps, replacement asphalt apron, modification to electrical services

- Removal and replacement of existing asphalt within excavation limits for terminal building foundation, ramps and utility trench patches.
 - 3 inch PG 70-10 HMA
 - 6 inch Class 2 aggregate base
- Asphalt overlay to provide positive drainage (2% slope) between existing terminal and Sprung Structure
- Construction of three concrete ramps (4" inch thick PCC over 6" aggregate base)

- Construction of concrete walkway (4" inch thick PCC over 6" aggregate base)
- AOA fence ADA gate
- Final grading and compaction required to install the foundation at FFE (Final Floor Elevation)

Site Utilities

- Installation of domestic water service
- Installation of sanitary sewer lines.
 - 4" PVC
 - Installed a minimum 1/8" / ft
- Removal and relocation of fire hydrant and bollards.
- Electrical service extension.
 - Conduit extension from new service drop by utility pole at southeast corner of new terminal
 - Exterior electrical 200 AMP service panel
- Removal / replacement of aggregate parking within limits of utility trenching

Terminal Building: Installation of insulated tensioned membrane structure with configurations for use as an airport terminal building. Fit up floor plan shall accommodate TSA security hall, TSA screening room, gate/waiting area, bathrooms, and janitor closet.

Structural

- Design and construction of concrete floor slab, connector ramp and foundation to meet Sprung Structure load requirements and building code. See Sprung Structure Inc (Sprung) concrete estimate sheet attached). Assumed quantities with 20% contingency
 - Concrete: 84 CY
 - Reinforcing Steel: 8,031 Lbs
- Erection of an owner provided 50 x 60 ft insulated tensioned membrane structure inclusive of base connections as designed and supplied by Sprung. Includes connection to the existing terminal building via transition bumper supplied by Sprung, and flashing.

Architecture

- Installation of exterior windows and doors as designed and supplied by Sprung.
- ADA restrooms with fixtures and finishes.
- Interior partitions, 4 or 6 inch 20 gauge studs at 16 inch OC with 5/8" gypsum board each side, ground supported.
- Floor and Wall Finish Schedule
 - Waiting Area: Carpet squares
 - Screening Area: Polished concrete
 - Restrooms: Tile
 - Janitors Closet: Finished concrete

- Other Interior finishes.

Plumbing

- Plumbing Plans (Wastewater, Venting, Domestic Water); also, Plumbing Riser Diagrams with Plumbing Notes and Schedules.
- Installation of piping for domestic water, sanitary drains, and vents for sanitary drains (combine vents for as few penetrations as possible).
- Restroom fixtures.
- Drinking fountain
- 30 gallon Energy Star rated electric hot water heater.

Electrical

- Installation of main overhead lights supplied by Sprung Structures, Inc.
- Installation of exterior hood lights supplied by Sprung Structures, Inc.
- Installation of lighting in restrooms, janitor closet and office.
- Installation of two 100 amp sub panels and main 200 amp service/meter panel. Service extension initiated by Inyo County, Contractor will coordinate with Southern California Edison as needed.
- Outlets as shown on plans.
- Panel schedule with load calculations.

Mechanical

- Design of mechanical systems (HVAC with Equipment Schedules and Details) to meet Title 24 requirements (note: revisions underway to Mechanical Title 24 Report, updated report will be issued as addenda).
 - 7.5 – 8.5 ducted heat pump system
 - Air handler(s) to be above bathroom ceiling with parapet wall
 - Condenser(s) to be outside in alleyway between existing terminal and Sprung Structure
 - Ductwork to be hung from Sprung structural members
- Install ducted heat pump, air supply and return ducting in the main room , and air supply and exhaust fans in the restrooms.

Technology Systems

- Provide 6 strand singlemode fiber to the TSA IT Cabinet from main terminal server room, conduit from server room to terminal external wall provided by others (approx. 38 ft).
- Provide category 6 cabling to data port locations as shown on plans; and access control and associated cabling to (4) doors.
 - Cabling for non-TSA data ports to be run from main terminal server room.

Submittals: Contractor shall supply the following layout and design submittals in support of the building design. Note that this is not inclusive of material and/or testing submittals as described in the attached project manual specifications:

- a. California engineer stamped structural foundation design utilizing Sprung Structure reaction and load requirements.
- b. Finish Hardware
 - a. Attend design meeting with owner and architect to with contractor (and access control vendor) to discuss options for access control system
 - b. Access control hardware
 - c. Exit alarm systems
- c. HVAC
 - a. Equipment cut sheets
 - b. Equipment and ductwork layout plans from a licensed HVAC contractor
- d. Electrical system schematics from licensed electrician
- e. Plumbing layout plan from a licensed plumber

Permitting: The Contractor shall procure all permits. The County will pay all fees associated with certain permits for this project, as detailed below. Either the County will reimburse the Contractor for actual costs of the Permits or the Contractor can request the County provide a check to the permitting agency. Checks provided by the County take two to three weeks to process.

The County will assist with the preparation of permit applications and will pay all of the fees associated with the following permits are required for the project:

- a. Inyo County Building Permit
- b. Great Basin Air Quality Control Board Permit
- c. Bishop Rural Fire Protection District Permit
- d. Inyo County Environmental Health Department Permit

The permits contain requirements that affect the execution and cost of project work and some permanent permits require supplementary work permits and fees to execute construction. Comply with the permit requirements and obtain and pay the fees involved with supplementary work permits, if required.

Full compensation for conforming to the requirements in these permits, including the cost of the permit (other than those listed) shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

3 CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in **Section 3, "Contract Award and Execution,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

Attachment "B"

RESPONSE TO REQUEST FOR BID

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: SPIESS CONSTRUCTION Co., Inc.
- B. Project Name: Terminal Expansion at the Bishop Airport
- C. Project Location: 703 Airport Road, Bishop CA
- D. Owner: Inyo County
- E. Architect: Dubois & King / Wilson & Company Inc.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Eight hundred eighty six thousand, seven hundred Dollars (\$ 886,700.⁰⁰).

1.3 BID GUARANTEE

- A. As stated in the Notice Inviting Bids:

Bids shall be accompanied by one of the following forms of bidder's security: cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer authorized to transact business in this state, made payable to the County of Inyo. The security shall be in an amount equal to at least ten percent of the total amount of the bid price. The amount of Bid Guarantee (Bond) included with this bid is:

1. Eighty eight thousand, six hundred seventy Dollars (\$ 88,670.⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: MCW Construction Inc.
- 2. Plumbing Work: Deans Plumbing & Heating Inc.
- 3. HVAC Work: Deans Plumbing & Heating Inc.
- 4. Electrical Work: Eldridge ^{Electrical} & Sons Electrical Inc.
- 5. Asphalt Work: Black Gold Asphalt Inc.
- 6. Other: Tent erection - MCW construction Inc.
- 7. Other: MISC. building finish - MCW construction Inc.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by County and shall substantially complete the Work within 70 calendar days.
- B. Liquidated damages will be assessed for each calendar day beyond the 70 days for substantial completion will be assessed at \$750/calendar day.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ADDENDA

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

1, 2, 3

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING: IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

1.8 BID SUPPLEMENTS –

- A. Selected unit prices, to be submitted at the time of bid. See County Provisions for further information.

Description	Unit	Price
Cast-in-Place Concrete	CY	\$ 1,000.00
Steel for foundation reinforcement	LB	\$ 2.00

- B. A completed Proposed Schedule of Values form is required to be attached to the Bid Form, to be submitted by all bidders within 48 hours of the bid opening.
 - 1. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
 - 2. Arrange schedule of values consistent with format of AIA Document G703. Copies of AIA standard forms may be obtained from the American Institute of Architects.
 - a. Website: <http://www.aia.org/contractdocs/purchase/index.htm>
 - b. Email: docspurchases@aia.org
 - c. Phone: (800) 942-7732.

Schedule of Values Bishop INYO Co Airport Sprung Structure

Building foundation engineering	\$	3,000.00
Survey	\$	3,000.00
Site Demo	\$	18,000.00
Site Grading	\$	21,700.00
Relocate hydrant and install water service	\$	13,000.00
Sewer service	\$	12,000.00
AC patch at building foundation	\$	6,000.00
Concrete building foundation	\$	115,000.00
Site ramps	\$	12,000.00
Tent install	\$	120,000.00
Carpentry	\$	15,000.00
Steel studs and lumber	\$	12,000.00
Drywall	\$	18,000.00
Finish Carpentry	\$	4,000.00
Doors and trim	\$	8,000.00
Coil door	\$	12,000.00
Bath tile	\$	18,000.00
Bath partition and accessories	\$	13,000.00
Carpet and polish flooring	\$	28,000.00
Electrical		
Electrical rough	\$	98,000.00
Electrical Finish	\$	48,000.00
Data	\$	52,000.00
Plumbing		
Rough In	\$	25,600.00
Top out	\$	25,600.00
Finish	\$	12,800.00
HVAC		
Ducting rough in	\$	36,750.00
Unit set	\$	42,000.00
Finish set	\$	26,250.00
Project management	\$	65,000.00
Site items: fence, restroom, etc.	\$	3,000.00
	\$	886,700.00

Attachment "C"

INSURANCE PROVISIONS

7-1.06D(2) Liability Limits/Additional Insured

Amended to read as follows:

Bidders' attention is directed to the insurance requirements indicated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's Bid.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

OTHER INSURANCE PROVISIONS

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

1. **Additional Insured Endorsement: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

BUILDER'S RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

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

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTOR

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

SPECIAL RISKS OR CIRCUMSTANCES

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

CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in the insurance requirements applicable to the Contractor pursuant to this Contract shall be construed as limiting the liability of the Contractor or the Contractor's Sureties.

7-1.06I SELF-INSURANCE

Amended to read as follows:

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**



COUNTY PROJECT NO: RR-20-010

JULY 2021

BID PACKAGE



**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**

COUNTY PROJECT NO: RR-20-010

Inyo County Public Works Department

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

Sections:

NOTICE INVITING BIDS

BID PROPOSAL FORMS

SAMPLE CONTRACT AND BOND FORMS

COUNTY PROVISIONS

FEDERAL PROVISIONS

TECHNICAL SPECIFICATIONS – PROJECT MANUAL

Appendices:

APPENDIX A: DOCUMENTS FROM SPRUNG STRUCTURES INC.

- Sprung Proposal
- Concrete Estimate – 50 ft flat ends
- Required Manpower and Equipment
- Sprung supplied lighting cut sheets

APPENDIX B: TITLE 24 EVALUATIONS

- Indoor Lighting
- Mechanical Systems (subject to revision for tonnage)
- Envelope Component Approach

APPENDIX C: PLANS (11 x 17 reduced size)

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
COUNTY PROJECT NO. RR-20-010**

The Inyo County Public Works Department is soliciting bids for:

**TERMINAL EXPANSION PROJECT
At The Bishop Airport**

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A nonrefundable fee of \$75.00 will be charged for each Bid Package. Checks shall be made out to *Inyo County Public Works Department*. The Bid Package may be viewed at the department offices during regular business hours and on the County of Inyo website at www.inyocounty.us.

Bidders must register as plan holders to be able to submit a bid. Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:

TERMINAL EXPANSION PROJECT

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on August 11, 2021** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: The project scope includes, but is not limited to:

Base Bid: The erection of an owner furnished 50 x 60 foot Sprung Structure (insulated tensioned membrane structure) and associated site work and interior finishes. Site work includes foundation and utility connections; interior finishes include restrooms, partition walls and office space, electrical, mechanical and plumbing, and all other incidental work to complete the project as further described in the bid documents.

Contract award, if awarded, will be based on lowest responsible bid total price for the Base Bid.

The work in the contract will be partially funded by the Federal Aviation Administration's Airport Improvement Program, and is therefore being undertaken and accomplished by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

Prime contractors and subcontractors shall participate in a mandatory pre-bid video conference scheduled for July 27th, 2021 at 1:00 p.m. Contractors wishing to participate shall contact Ashley Helms at ahelms@inyocounty.us to be included in the video conference invite. A call in number will be available.

Each bid must be accompanied by a cashier's check, a certified check, or a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount of the bid, and made payable to the County of Inyo. If the notice inviting bids and bid proposal forms require or permit each bid to include additive item prices, the amount of the bid bond or check must be not less than 10% of the amount of the bid plus all of the additive bid items. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the County and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the County if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the County for sixty (60) days or until the contract is fully executed by the successful bidder and the County, whichever occurs first.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County of Inyo to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals.

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a disadvantaged business enterprise (DBE). There is no stated DBE contract goal for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to DBE firms, as defined in 49 CFR Part 26.

- The apparent successful competitor will be required to submit the following information:
- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE firm will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

Each bidder must complete, sign, and furnish, with his bid, a "Certification of Nonsegregated Facilities", a statement entitled "Bidders Statement on Previous Contracts Subject to EEO Clause", and "Assurance of Disadvantaged Business Enterprise Participation", all addendum, etc., as contained in the Bid Proposal, and Statement of Good Faith Effort for Local Hire. Each bidder must supply all the information required by the bid documents and specifications.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

This is a Federal Aid Project and all bids must be based upon rates and wages at least as high as the minimum rates established by the Secretary of Labor as included in the Specifications. Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California. The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965,

and to the Equal Opportunity Clause. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Department of Public Works.

Pursuant to **Section 1773** of the **Labor Code**, to which this contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled *General Prevailing Wage Rates* in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations.

If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

The bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The State of California contractor license classification required for this project work is an "B" or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the Bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

County of Inyo
Public Works Department



Michael Errante, PE, Director of Public Works

Dated: July 2021

BID PROPOSAL FORMS

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

JULY 2021

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BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: _____

(Herein called the "Contractor")

FOR: TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT

(Herein called "Project")

Bids will be opened at 3:30 P.M., on August 11, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by mail

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT requires the contractor to perform a complete and finished project. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if its or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

Contractor agrees in submitting this bid to perform all work under the base bid, in accordance with the contract documents, within 70 calendar days from the date of notice to proceed. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is: (Note selection by placing an "X" in space provided) a bid bond from an admitted corporate surety on the form provided in the bid package (), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

The bidder is required to submit a bid for all the items included in the bid schedule.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form, or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

ACCEPTANCE:

The County reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening. County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. This solicitation in no way obligates the County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid based on the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors): If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the

discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the item prices in the bid schedule in the following pages.

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____
- B. Project Name: Terminal Expansion at the Bishop Airport
- C. Project Location: 703 Airport Road, Bishop CA
- D. Owner: Inyo County
- E. Architect: Dubois & King / Wilson & Company Inc.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$_____).

1.3 BID GUARANTEE

- A. As stated in the Notice Inviting Bids:

Bids shall be accompanied by one of the following forms of bidder's security: cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer authorized to transact business in this state, made payable to the County of Inyo. The security shall be in an amount equal to at least ten percent of the total amount of the bid price. The amount of Bid Guarantee (Bond) included with this bid is:

1. _____ Dollars (\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Concrete Work: _____
- 2. Plumbing Work: _____
- 3. HVAC Work: _____
- 4. Electrical Work: _____
- 5. Asphalt Work: _____
- 6. Other: _____
- 7. Other: _____

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by County and shall substantially complete the Work within 70 calendar days.
- B. Liquidated damages will be assessed for each calendar day beyond the 70 days for substantial completion will be assessed at \$750/calendar day.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ADDENDA

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING: IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

1.8 BID SUPPLEMENTS –

- A. Selected unit prices, to be submitted at the time of bid. See County Provisions for further information.

Description	Unit	Price
Cast-in-Place Concrete	CY	\$
Steel for foundation reinforcement	LB	\$

- B. A completed Proposed Schedule of Values form is required to be attached to the Bid Form, to be submitted by all bidders within 48 hours of the bid opening.
 - 1. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
 - 2. Arrange schedule of values consistent with format of AIA Document G703. Copies of AIA standard forms may be obtained from the American Institute of Architects.
 - a. Website: <http://www.aia.org/contractdocs/purchase/index.htm>
 - b. Email: docspurchases@aia.org
 - c. Phone: (800) 942-7732.

1.9 **BID SECURITY**

The required ten percent (10%) Bid Security for this bid is attached in the form of:

(Note: Check and complete one of the following items)

- () Bid bond issued by _____,
an admitted corporate surety on the form provided in the bid package.
- () Certified/cashier's check No. _____ issued by _____
-

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.10 BIDDER'S BUSINESS INFORMATION

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ():

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

Contractor's License No. _____, State of _____, Type _____

License Expiration Date _____

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person) (Title)

(Printed Name) (Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER &TYPE & DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (**CHECK ONE**)

has (____), has not (____) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in **Section 10285.1**.

NOTE: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT COUNTY PROJECT NO: RR-20-010

In accordance with **Public Contract Code Section 10162**, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

In accordance with **Public Contract Code Section 10232**, the contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court that orders the contractor to comply with an order of the National Labor Relations Board.

By bidder's signature on the bid proposal form, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

(Name and Title of Signer)

Signature Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

I am aware of the provisions of **Section 3700** and following of the labor code that requires every employer to be insured against liability for worker's compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature Date

Company Name _____

Business Address _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor
_____, hereby certifies that he has _____,

has not____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of INYO
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render service to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

A. WOMEN-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

C. OTHER DBE-OWNED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

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

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

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

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

CASHIER'S OR CERTIFIED CHECK FORM

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

BID BOND

(BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$_____)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT,** in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the County that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this _____ day of _____, 20 ____

Principal

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety
(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box Q
Independence, California 93526

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the bid process prior to the award of any contract, the party wishing resolution of the dispute shall submit a written request to County Director of Purchasing. Bidder may appeal the recommended award of denial of award, provided the following stipulation are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the RFB/RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Clint Quilter, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County's Purchasing Director be deemed final.

CONTRACT AND BOND FORMS FOR

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT
COUNTY PROJECT NO: RR-20-010**

July 2021

ENCLOSURES:

Contract

Faithful Performance Bond

Labor and Material Payment Bond

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND**

for

**TERMINAL EXPANSION PROJECT AT
THE
BISHOP AIRPORT**

COUNTY PROJECT NO: RR-20-010

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and GRANITE CONSTRUCTION INC (hereinafter referred to as for the construction or removal of TERMINAL EXPANSION PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.
- V. STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and

ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Contract. CONTRACTOR shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the COUNTY shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession and/or trade.

- VI. INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.
- VII. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.
- VIII. CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or

willful misconduct of the County.

X. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

1. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

XI. COMPLIANCE WITH ALL LAWS. Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

XII. LICENSES: CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its trade and/or profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals

which are legally required of CONTRACTOR to practice its and/or profession.

XIII. PREVAILING WAGE: Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

XIV. CONTROLLING LAW VENUE: This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

XV. WRITTEN NOTIFICATION: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to COUNTY: County of Inyo
Public Works Department
Attn: Ashley Helms
168 N. Edwards
PO Drawer Q Independence, CA 93526

If to CONTRACTOR: _____

XVI. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

XVII. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

XVIII. TERMINATION. This Contract may be terminated for the reasons stated below:

1. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

XIX. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XX. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

XXII. ALL PROVISIONS SET FORTH HEREIN: CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:

- a. County Provisions;
- b. General Provisions;
- c. Federal Provisions;
- d. Special Provisions; and
- e. Technical Specifications.

XXIII. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its

subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONTRACTOR and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may

be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3.

CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.

The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon

poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the

CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly

rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONTRACTOR must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

J. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

K. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

L. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

P. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (x) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (x) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment “A:” COUNTY OF INYO RELVANT PORTIONS OF REQUEST FOR BIDS

Attachment “B:” RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment “C:” INSURANCE PROVISIONS

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

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

[_____], Title

APPROVED AS TO FORM AND LEGALITY

ATTEST: CLINT QUILTER
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID

Attachment "B"

RESPONSE TO REQUEST FOR BID

Attachment "C"

INSURANCE PROVISIONS



COUNTY PROVISIONS

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA
COUNTY PROJECT NO: RR-20-010**

Inyo County Public Works Department

**TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT**

COUNTY PROJECT NO: RR-20-010

COUNTY PROVISIONS

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DIVISION 1 GENERAL:

1 GENERAL

The Terminal Expansion Project at the Bishop Airport (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Federal Provisions, the Technical Provisions, the Project Plans, and, the 2020 Standard Specifications of the Inyo County Public Works Department (Standard Specifications). The Special Provisions, the Project Plans, and the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

DETAILED PROJECT DESCRIPTION:

Type of Structure.

Sprung Structure commercial grade Airport Terminal Building (50 ft x 60 ft) including connection to existing terminal building.

Project Location.

The location is KBIH- Bishop Airport, 703 Airport Road, Bishop, CA 93514

Scope of Project.

Turnkey site preparation, foundation, utilities, installation, and fit-up for a 50 ft x 60 ft Sprung Structure for use as a commercial grade Airport Terminal Building located generally at the southeastern end of the existing terminal building. Contractor will be responsible for all design and construction elements required for permits, site preparation, building utility connections, foundation, HVAC, electrical, fit-up and commissioning. The work and materials shall meet or exceed applicable State and Local construction codes and ordinances and project manual appended to this solicitation.

Elements anticipated to be required as part of this project:

Site Preparation: Site preparation includes the relocation of water systems, ADA ramps, replacement asphalt apron, modification to electrical services

- Removal and replacement of existing asphalt within excavation limits for terminal building foundation, ramps and utility trench patches.
 - 3 inch PG 70-10 HMA
 - 6 inch Class 2 aggregate base
- Asphalt overlay to provide positive drainage (2% slope) between existing terminal and Sprung Structure
- Construction of three concrete ramps (4" inch thick PCC over 6" aggregate base)

- Construction of concrete walkway (4" inch thick PCC over 6" aggregate base)
- AOA fence ADA gate
- Final grading and compaction required to install the foundation at FFE (Final Floor Elevation)

Site Utilities

- Installation of domestic water service
- Installation of sanitary sewer lines.
 - 4" PVC
 - Installed a minimum 1/8" / ft
- Removal and relocation of fire hydrant and bollards.
- Electrical service extension.
 - Conduit extension from new service drop by utility pole at southeast corner of new terminal
 - Exterior electrical 200 AMP service panel
- Removal / replacement of aggregate parking within limits of utility trenching

Terminal Building: Installation of insulated tensioned membrane structure with configurations for use as an airport terminal building. Fit up floor plan shall accommodate TSA security hall, TSA screening room, gate/waiting area, bathrooms, and janitor closet.

Structural

- Design and construction of concrete floor slab and foundation to meet Sprung Structure load requirements and building code. See Sprung Structure Inc (Sprung) concrete estimate sheet attached). Assumed quantities with 20% contingency
 - Concrete: 84 CY
 - Reinforcing Steel: 8,031 Lbs
- Erection of an owner provided 50 x 60 ft insulated tensioned membrane structure inclusive of base connections as designed and supplied by Sprung. Includes connection to the existing terminal building via transition bumper supplied by Sprung, and flashing.

Architecture

- Installation of exterior windows and doors as designed and supplied by Sprung.
- ADA restrooms with fixtures and finishes.
- Interior partitions, 4 or 6 inch 20 gauge studs at 16 inch OC with 5/8" gypsum board each side, ground supported.
- Floor and Wall Finish Schedule
 - Waiting Area: Carpet squares
 - Screening Area: Polished concrete
 - Restrooms: Tile
 - Janitors Closet: Finished concrete

- Other Interior finishes.

Plumbing

- Plumbing Plans (Wastewater, Venting, Domestic Water); also, Plumbing Riser Diagrams with Plumbing Notes and Schedules.
- Installation of piping for domestic water, sanitary drains, and vents for sanitary drains (combine vents for as few penetrations as possible).
- Restroom fixtures.
- Drinking fountain
- 30 gallon Energy Star rated electric hot water heater.

Electrical

- Installation of main overhead lights supplied by Sprung Structures, Inc.
- Installation of lighting in restrooms, janitor closet and office.
- Installation of two 100 amp sub panels from main 200 amp service panel (provided by others).
- Outlets as shown on plans.
- Panel schedule with load calculations.

Mechanical

- Design of mechanical systems (HVAC with Equipment Schedules and Details) to meet Title 24 requirements (note: revisions underway to Mechanical Title 24 Report, updated report will be issued as addenda).
 - 7.5 – 8.5 ducted heat pump system
 - Air handler(s) to be above bathroom ceiling with parapet wall
 - Condenser(s) to be outside in alleyway between existing terminal and Sprung Structure
 - Ductwork to be hung from Sprung structural members
- Install ducted heat pump, air supply and return ducting in the main room , and air supply and exhaust fans in the restrooms.

Technology Systems

- Provide 6 strand singlemode fiber to the TSA IT Cabinet from main terminal server room (approx. 38'), conduit to terminal external wall provided by others,
- Provide category 6 cabling to data port locations and (1) wireless access point (WAP) as shown on plans; and access control and associated cabling to (4) doors.
 - Cabling for WAP and non-TSA data ports to be run from main terminal server room.

Access Control Systems

- Provide alarmed panic hardware for (2) exterior doors, as noted on plans.
- Provide proximity card hardware on (3) exterior doors and (1) interior door, as noted on plans.

Submittals: Contractor shall supply the following layout and design submittals in support of the building design. Note that this is not inclusive of material and/or testing submittals as described in the attached project manual specifications:

- a. California engineer stamped structural foundation design utilizing Sprung Structure reaction and load requirements.
- b. Finish Hardware
 - a. Attend design meeting with owner and architect to with contractor (and access control vendor) to discuss options for access control system
 - b. Access control hardware
 - c. Exit alarm systems
- c. HVAC
 - a. Equipment cut sheets
 - b. Equipment and ductwork layout plans from a licensed HVAC contractor
- d. Electrical system schematics from licensed electrician
- e. Plumbing layout plan from a licensed plumber

Permitting: The Contractor shall procure all permits. The County will pay all fees associated with certain permits for this project, as detailed below. Either the County will reimburse the Contractor for actual costs of the Permits or the Contractor can request the County provide a check to the permitting agency. Checks provided by the County take two to three weeks to process.

The County will assist with the preparation of permit applications and will pay all of the fees associated with the following permits are required for the project:

- a. Inyo County Building Permit
- b. Great Basin Air Quality Control Board Permit
- c. Bishop Rural Fire Protection District Permit
- d. Inyo County Environmental Health Department Permit

The permits contain requirements that affect the execution and cost of project work and some permanent permits require supplementary work permits and fees to execute construction. Comply with the permit requirements and obtain and pay the fees involved with supplementary work permits, if required.

Full compensation for conforming to the requirements in these permits, including the cost of the permit (other than those listed) shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

3 CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in **Section 3, "Contract Award and Execution,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

3-1.01 GENERAL

The award of the contract, if it is awarded, will be to the lowest **responsible** bidder whose proposal complies with all the requirements prescribed.

3-1.04 CONTRACT AWARD

The Standard Specifications is amended to read:

1. The right is reserved to reject any and all proposals.
2. The award of the Contract, if it is awarded, will be to the lowest, responsible, responsive bidder whose proposal complies with all the requirements prescribed. Whenever possible, such award, if made, will be made within 30 days after the opening of the proposals. However, failure of the County to make award within 30 days after the opening of the proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 10 calendar days of receipt of the Contract, as further described in **Section 3-1.18, "Contract Execution,"** of the Standard Specifications.
3. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the county so that it is received within 10 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Inyo County Public Works Department
P.O. Drawer Q
168 North Edwards Street
Independence, California 93526
Attn: Director of Public Works
760-878-0201

3-1.05 CONTRACT BONDS

The Standard Specifications is amended to read:

Contractor shall provide the following Surety Bonds:

1. A performance bond.
2. A payment bond.

The payment bond and the performance bond shall be in a sum equal to the contract price.

Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

3-1.06 CONTRACTOR LICENSE

The Standard Specifications is amended to read:

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

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K LABOR CODE

Attention is directed to **Section 7-1.02K(2), "Wages,"** of the Standard Specifications.

Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

The prevailing wage rates determined by the Director of Industrial Relations refer to expiration dates. If the wage determination does not refer to a predetermined wage rate to be paid after the expiration date, said wage determination shall be in effect for the life of this Contract. If the wage determination refers to a predetermined wage rate to become effective upon expiration of the wage determination and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the balance of this Contract. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

FEDERAL MINIMUM WAGES

If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, **the Contractor and subcontractors shall pay not less than the higher wage rate.** The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate, which most closely approximates the duties of the employees in question.

General Decision Number: **CA20210020 6/25/2021CA20**

Superseded General Decision Number: CA20200020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); **HEAVY CONSTRUCTION PROJECTS** (does not include water well drilling); **HIGHWAY CONSTRUCTION PROJECTS.**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered

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

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

Replace the 4th paragraph of section 7-1.02K(3):

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

7-1.06D(2) Liability Limits/Additional Insured

Amended to read as follows:

Bidders' attention is directed to the insurance requirements indicated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's Bid.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

OTHER INSURANCE PROVISIONS

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

1. **Additional Insured Endorsement: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

BUILDER'S RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

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

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTOR

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

SPECIAL RISKS OR CIRCUMSTANCES

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

CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in the insurance requirements applicable to the Contractor pursuant to this Contract shall be construed as limiting the liability of the Contractor or the Contractor's Sureties.

7-1.06I SELF-INSURANCE

Amended to read as follows:

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

8 PROSECUTION AND PROGRESS

The bidder's attention is directed to the provisions in **Section 8, "Prosecution and Progress,"** of the Inyo County Standard Specifications and these Special Provisions.

8-1.03 PRE-CONSTRUCTION CONFERENCE

The first paragraph of this section in the Standard Specifications is amended to read:

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held, at a location to be determined, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, submittals, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference should include all major superintendents for the work and may include subcontractors.

8-1.04B STANDARD START

The Standard Specifications is amended to read as set forth in (a) through (f) below:

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.
- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.
- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.
- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:

- (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
- (2) Submit a 72-hour notice
- (3) Obtain an encroachment permit from the Department
- (4) Receive the Department's authorization to start
- (5) Perform work at your own risk
- (6) Perform work under the Contract

8-1.05 TIME

Add the following to the Standard Specifications

The Contractor shall diligently prosecute the project to completion before the expiration of **70 days** after the date that is deemed to be Contractor's first working day.

8-1.10 LIQUIDATED DAMAGES

The Standard Specifications is amended to read:

The Contractor shall pay to the County of Inyo the sum of **\$1,000.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

9 PAYMENT

The bidder's attention is directed to the provisions in **Section 9, "Payments,"** of the Inyo County Standard Specifications and these Special Provisions.

9-1.03 SCOPE PAYMENT

Amend the last sentence of this section to read:

Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.16 PROGRESS PAYMENTS

Add the following to the Standard Specifications:

No partial payment will be made for any materials on hand that have been furnished but not incorporated into the work.

The Contractor's attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in **Business and Professions Code, Sections 7028.15(a) and 7031.**

9-1.16E WITHHOLDS

Add the following to the Standard Specifications

The Contractor's attention is directed to **Public Contract Code Section 10263, "Withheld payments; substitution of securities for moneys; escrow; interest,"** which reads as follows:

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.
- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or

subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.16F RETENTIONS

Amend the Standard Specifications to read:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

9-1.17D(3) FINAL DETERMINATION OF CLAIMS

Replace the 3rd and 4th paragraph with:

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

9-1.22 ARBITRATION

Amend the Standard Specifications to read:

This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

RESOLUTION OF CONSTRUCTION CLAIMS

All public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between Owner and Contractor under this Contract shall be governed by **Article 1.5** (commencing with **Section 20104**) of the **Public Contract Code**.

Section 20104.2 of the **Public Contract Code** provides:

For any claim subject to this article, the following requirements apply:

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

Section 20104.4 of the Public Contract Code provides:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- A. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- B. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986** (**Article 3** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of**

Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6 of the **Public Contract Code** provides:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under **Section 20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 9204 of the **Public Contract Code** provides:

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

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

c) For purposes of this section:

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

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

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

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

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

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district,

public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the

contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

The bidder's attention is directed to the provisions in **Section 10, "General,"** of the Standard Specifications and these Special Provisions.

10-4 WATER USAGE

The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, "Legal Relations and Responsibility to the Public,"** of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "**Water Conservation**" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7**.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, "Dust Palliative,"** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10-6 WATERING

Add the following to the Standard Specifications:

NOTE: It will be the Contractor's sole responsibility to ascertain and verify the existence, suitability, availability, haul distance, and storage arrangements for acquiring reliable and sufficient water supplies for use on this project. Full compensation for acquiring a reliable water supply shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

**TERMINAL EXPANSION
AT THE
BISHOP AIRPORT**

FEDERAL PROVISIONS

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1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	24.5%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

2. TITLE VI SOLICITATION NOTICE

The County of Inyo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

4. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>.
- b. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7. TRADE RESTRICTION CERTIFICATION

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**Terminal Expansion Project
at the
Bishop Airport
Bishop, CA**

**TECHNICAL SPECIFICATIONS /
PROJECT MANUAL**

16 July 2021

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WCI File: 21-600-156-00

**WILSON
& COMPANY**

SECTION 00 0110

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SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

2.1 FORMWORK - GENERAL

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.
- C. Chamfer outside corners of beams, joists, columns, and walls.
- D. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.
- E. Comply with relevant portions of ACI 347R, ACI 301, and ACI 318.

2.3 REMOVABLE PREFABRICATED FORMS

- A. Preformed Steel Forms: Minimum 16 gage, 0.0598 inch (1.52 mm) thick, matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

2.4 FORMWORK ACCESSORIES

- A. Form Ties: Removable type, galvanized metal, fixed length, cone type, free of defects that could leave holes larger than 1 inch (25 mm) in concrete surface.
- B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
 - 1. Composition: Colorless reactive, mineral oil-based, soy-based, or vegetable-oil based compound.
 - 2. Do not use materials containing diesel oil or petroleum-based compounds.
- C. Filler Strips for Chamfered Corners: Rigid plastic type; 3/4 by 3/4 inch (19 by 19 mm) size; maximum possible lengths.

2.5 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
 - 1. Plain billet-steel bars.
 - 2. Unfinished.
- B. Reinforcing Steel: ASTM A706/A706M, deformed low-alloy steel bars.
 - 1. Unfinished.
- C. Steel Welded Wire Reinforcement (WWR): Plain type; ASTM A1064/A1064M.
 - 1. Form: Flat Sheets.
- D. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch (1.29 mm).
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.6 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.
- B. Welding of reinforcement is not permitted.

2.7 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I-II Portland type.
 - 1. Acquire cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
 - 1. Acquire aggregates for entire project from same source.
- C. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.8 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
- D. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- E. Water Reducing Admixture: ASTM C494/C494M Type A.

2.9 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder: Sheet material complying with ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. The use of single ply polyethylene is prohibited.
 - 1. Installation: Comply with ASTM E1643.
 - 2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.

2.6 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
 - B. Epoxy Bonding System:
 - 1. Complying with ASTM C881/C881M and of Type required for specific application.
 - C. Joint Filler: Asphalt impregnated fiberboard or felt, height equal to slab thickness, complying with ASTM D1751, with removable joint cap that will form 1/2 inch deep sealant pocket after removal.
 - 1. Thickness: 3/8 inch.
 - a) Exception: 1/4 inch thick at exposed joints at interior concrete slabs including polished concrete slabs.
 - 2. Removable Joint Cap: Extruded plastic, 10 feet lengths; size to match width of joint filler.⁵
 - D. Construction Joint Devices: Combination keyed joint form and screed with slots for support stakes, galvanized steel; 0.0276 inch thick minimum, with knockout holes for conduit or rebars to pass through with removable top strip exposing sealant trough; with ribbed steel stakes for setting.
 - 1. Height: To suit slab thickness.
2. Sealant: Refer to Section 07 9200 – Joint Sealants.

2.7 CURING MATERIALS

- A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
- B. Moisture-Retaining Sheet: ASTM C171.
- C. Polyethylene Film: ASTM D2103, 4 mil, 0.004 inch (0.102 mm) thick, clear.
- D. Water Fog Spray: Potable, not detrimental to concrete.

2.8 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3500 pounds per square inch (24.2 MPa).
 - 2. Cement Content: Minimum 520 pounds per cubic yard (320 kg per cu m).
 - 3. Water-Cement Ratio: Maximum 48 percent by weight.

4. Total Air Content: 3 to 6 percent reduce air content for interior floor slabs with trowel finish, determined in accordance with ASTM C173/C173M.
5. Maximum Slump: 5 inches (125 mm) at point of delivery.
6. Maximum Aggregate Size: 3/4 inch (19 mm).

2.9 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
 1. Colored Concrete: Add pigments in strict accordance with manufacturer's instructions to achieve consistent color from batch to batch.
- B. Transit Mixers: Comply with ASTM C94/C94M.
- C. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.2 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
 2. Use latex bonding agent only for non-load-bearing applications.
- E. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
 1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.

- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Notify Owner not less than 24 hours prior to commencement of placement operations.
- D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- E. Ensure reinforcement, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- F. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- G. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.4 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.
- E. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

3.5 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. An independent testing agency, as specified in Section 01 4000, will inspect finished slabs for compliance with specified tolerances.
- B. Minimum F(F) Floor Flatness and F(L) Floor Levelness Values:
 - 1. At Polished System: F(F) of 40; F(L) of 30, on-grade only.
 - 2. Under Carpeting: F(F) of 25; F(L) of 20, on-grade only.
 - 3. Under Thin Resilient Flooring and Thinset Tile: F(F) of 35; F(L) of 25, on-grade only.
- C. Measure F(F) Floor Flatness and F(L) Floor Levelness in accordance with ASTM E1155 (ASTM E1155M), within 48 hours after slab installation; report both composite overall values and local values for each measured section.
- D. Correct the slab surface if composite overall value is less than specified and if local value is less than two-thirds of specified value.

- E. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.6 CONCRETE FINISHING

- A. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch (6 mm) or more in height.
- B. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- C. Concrete Slabs: Finish to requirements of ACI 302.1R,
 - 1. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI 302.1R; thin floor coverings include carpeting, resilient flooring, and seamless flooring.
 - 2. Other Surfaces to Be Left Exposed not Polished: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
- D. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.
- E. Concrete Polishing: See Section 03 3511.

3.7 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than seven days.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.
- D. Surfaces Not in Contact with Forms:
 - 1. Slabs and Floors To Receive Adhesive-Applied Flooring: Curing compounds and other surface coatings are usually considered unacceptable by flooring and adhesive manufacturers. If such materials must be used, either obtain the approval of the flooring and adhesive manufacturers prior to use or remove the surface coating after curing to flooring manufacturer's satisfaction.
 - 2. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water-fog spray.
 - a. Spraying: Fog spray water over floor slab areas and maintain wet.
 - b. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
 - 3. Final Curing: Begin after initial curing but before surface is dry.
 - a. Moisture-Retaining Sheet: Lap strips not less than 3 inches (75 mm) and seal with waterproof tape or adhesive; secure at edges.

- b. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.8 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design to testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.
- E. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

3.9 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.10 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

SECTION 03 3511
CONCRETE FLOOR FINISHES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface treatments for concrete floors and slabs.
- B. Liquid densifiers and hardeners.
- C. Clear coatings.
- D. Polished concrete.

1.2 MOCK-UP

- A. For coatings, construct mock-up area under conditions similar to those that will exist during application, with coatings applied.
- B. For polished concrete provide mock-ups as follows:
 - 1. Provide one mock-up complete with sealer.
 - 2. Include sealant in accordance with Section 07 9200 installed in a control joint located completely within the mock-up area.
- C. Mock-Up Size:
 - 1. Polished concrete: 16 square feet, minimum.
- D. Mock-up may remain as part of the work.

PART 2 PRODUCTS

2.1 MANUFACTURERS - POLISHED CONCRETE SYSTEM

- A. Product Manufacturers:
 - 1. Clemons Concrete Coatings: www.clemonsconcretecoatings.com/#sle.
 - 2. Curecrete Distribution, Inc.: www.curecrete.com.
 - 3. Euclid Chemical Company: www.euclidchemical.com/#sle.
 - 4. PROSOCO, Inc: www.prosoco.com/consolideck/#sle.

2.2 CONCRETE FLOOR FINISH APPLICATIONS

- A. Liquid Densifier and Hardener:
 - 1. Use at the following locations:
 - a. Polished concrete finish.
- B. Clear Coating:
 - 1. Use at following locations: Polished concrete finish.
- C. Polished Concrete Finish:
 - 1. Use at following locations: As indicated on the Drawings.

2.3 DENSIFIERS AND HARDENERS

- A. Liquid densifier/hardener: Penetrating chemical compound that reacts with concrete, filling the pores and dustproofing; for application to concrete after set.
 - 1. Composition: Lithium silicate.
 - 2. Traction: Achieve 'High Traction Range' readings when tested in accordance with ANSI B101.1.
 - 3. Number of Coats: Minimum of one.
 - 4. Products:
 - a. Curecrete Distribution, Inc; Ashford Formula: www.curecrete.com.
 - b. Lythic Densifier, Lythic Solutions, Inc.: www.lythic.net.
 - c. PROSOCO, Inc; Consolideck LS/CS: www.prosoco.com/consolideck/#sle.
 - d. PROSOCO, Inc; Consolideck LS: www.prosoco.com/consolideck/#sle.

2.4 COATINGS

- A. High Gloss Clear Coating: Transparent, non-yellowing, water-based coating.
 - 1. Composition: Acrylic polymer-based.
 - a. Provide penetrating, oil-repellant concrete sealer with no topical characteristics.
 - 2. VOC content: < 100 g/L.
 - 3. Products:
 - a. Euclid Chemical Company: ULTRAGUARD: www.euclidchemical.com/#sle.
 - b. PROSOCO, Inc; LSGuard: www.prosoco.com/consolideck/#sle.
 - c. W.R. Meadows, Inc; Vocomp-30: www.wrmeadows.com.

2.5 POLISHED CONCRETE SYSTEM

- A. Polished Concrete System: Materials, equipment, and procedures designed and furnished by a single manufacturer to produce dense polished concrete of the specified sheen.
 - 1. Acceptable Systems:
 - a. Curecrete Distribution, Inc; RetroPlate: www.curecrete.com.
 - b. Euclid Chemical Company; DOUBLE DIAMOND POLISHED CONCRETE FLOOR SYSTEMS: www.euclidchemical.com/#sle.
 - c. PROSOCO, Inc; Consolideck Polished Concrete System: www.prosoco.com/consolideck/#sle.
- B. Aggregate Exposure: Class B - Fine Aggregate (salt and pepper finish), as classified by the Concrete Polishing Council (CPC).
- C. Level of Appearance: Level 4 - Polished, as classified by the Concrete Polishing Council (CPC).
 - 1. Final Polished Sheen: 45 Gloss Units at 60 degrees when tested in accordance with ASTM D523.
 - 2. Field Testing: Test a minimum of 10 random polished concrete samples from each polished concrete color in accordance with ASTM D523 to obtain an accurate average; provide printed results to Architect within 24 hours of completion.
 - a. Samples taken must be no less than 85 percent of specified finish for any single test.
 - b. Areas with samples less than 85 percent of specified finish: Repolish to specified finish and retest to confirm compliance with requirements.

2.6 POLISHING EQUIPMENT

- A. Floor grinders: 3 head or 4 head counter rotating variable speed planetary type; Non-planetary type machines are not allowed.

1. Down Pressure: 600 pounds down pressure, minimum.
 2. Dry grinding/polishing machines shall include a dust extraction system, including HEPA filtration vacuum.
- B. Grinding Head Diamond Segments: Use heads from the same manufacturers throughout the entirety of the project.
1. Diamond Heads Types:
 - a. Metal Diamonds: #80 and #150 grits.
 - b. Hybrid Style Diamonds: #100 grits.
 - c. Resin Bonded, Phenolic Diamonds: #100, #200, #800, and #1000 grits.
- C. Hand Grinder: Provide types with dust extraction attachment and pads.

2.7 ACCESSORY MATERIALS

- A. Dust Extraction Equipment: Heavy-duty industrial vacuum, suitable for vacuuming and containing large quantities of fine concrete dust, with secondary HEPA filtration system. Provide system including pre-separator and squeegee attachments with minimum flow rating of 320 cubic feet per minute, minimum.
- B. Burnishing machine and burnishing pads to produce specified results.
1. Burnishing machine: High speed burnisher, generating pad speeds of 1,500 RPM or higher, as recommended by protective treatment manufacturer. Dust skirt must be installed at time of work.
 2. Burnishing pads: Non-abrasive, as recommended by protective treatment manufacturer.
 - a. Product: Consolideck Heat Pad, PROSOCO, Inc.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- C. Auto scrubber machine for cleaning operations.
- D. Hand grinder or stand-up edger for edge grinding/polishing.
- E. Sealant: Refer to Section 07 9200.
- F. Pre-Densifier Concrete Cleaner: Cleaner to remove dirt, oil, grease, and other stains from existing slab surface.
1. Product: Consolideck Cleaner/Degreaser, PROSOCO, Inc.
 2. Substitutions: See Section 01 6000 - Product Requirements.
- G. Cleaning Solution: Mild, highly concentrated liquid concrete cleaner and conditioner containing wetting and emulsifying agents; biodegradable, ph neutral, environmentally safe and certified High Traction by National Floor Safety Institute (NFSI).
- H. Generator and/or supplemental power supply as necessary to provide adequate power to grinding equipment.
- I. Surfactant cutting aid: Clear, water-based, blended product used to extend the life of diamond tooling and minimize concrete surface scratches during the wet grinding process.
1. Product: Consolideck First Cut, PROSOCO, Inc: www.prosoco.com.
 2. Substitutions: See Section 01 6000 - Product Requirements.
- J. Patching Material: Fast-setting, non-shrink, high strength, cementitious compound designed for patching, skim-coating, leveling and for filling holes and cracks up to 1 inch per lift; compatible with grinding and polishing products.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that floor surfaces are acceptable to receive the work of this section.
- B. Verify that flaws in concrete have been patched and joints filled with methods and materials suitable for further finishes.
- C. Verify materials that have been in contact with the slab that would be detrimental to polishing work have been removed in a manner that will leave no visible trace.

3.2 PREPARATION

- A. Comply with manufacturers written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation and other conditions affecting chemical performance.
- B. Clean dirt, dust, oil, grease and other contaminants that interfere with penetration or performance of specified product from surfaces. Use appropriate concrete cleaners approved by the concrete surface treatment manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of product.

3.3 GENERAL

- A. Apply materials in accordance with manufacturer's instructions.
- B. Polished concrete application adjacent to partitions: Perform grinding and polishing after partition studs are erected, but before gypsum board is installed.

3.4 COATING APPLICATION

- A. Verify that surface is free of previous coatings, sealers, curing compounds, water repellents, laitance, efflorescence, fats, oils, grease, wax, soluble salts, residues from cleaning agents, and other impediments to adhesion.
- B. Verify that water vapor emission from concrete and relative humidity in concrete are within limits established by coating manufacturer.
- C. Protect adjacent non-coated areas from drips, overflow, and overspray; immediately remove excess material.
- D. Apply coatings in accordance with manufacturer's instructions, matching approved mock-ups for color, special effects, sealing and workmanship.

3.5 CONCRETE POLISHING

- A. Execute using materials, equipment, and procedures specified by manufacturer, using manufacturer approved installer.
 - 1. Polish concrete in accordance with manufacturer's requirements in the following sequence:
 - a. Wet grind floors with #80 grit, removing construction debris, floor slab imperfections and until there is a uniform scratch pattern and required concrete aggregate exposure is achieved.
 - b. Wet grind floors with #100 grit.
 - c. Wet grind floors with #200 grit.
 - d. Apply stain to floors.
 - e. Apply liquid densifier/hardener to floors.
 - f. Wet grind grind floors with #800 grit.

- g. Apply liquid densifier/hardener to floors.
 - h. Final grinding: Wet grind floors with #1000 thru #1500 grits as necessary to provide the required sheen; overlap adjacent polishing passes by 25 percent; grind 90 degrees from each previous grind, removing all scratches from the previous grit; Vacuum the floor thoroughly after each grind, using a squeegee vacuum attachment.
 - 1) Scrub and rinse slab surface with clean water and vacuum with auto-scrubber between and after final polishing passes.
 - i. Seal floors with penetrating sealer.
- 2. Grind and polish edges of concrete floors to within 1/8 inch of walls to match field area of floor.
 - a. Edge into corners with a maximum size of 5 inch diameter grinding and polishing discs.
 - 3. Install sealant in joints in accordance with Section 07 9200 prior to final grinding operations in accordance with manufacturer's recommendations.
 - 4. Vacuum floor thoroughly using a squeegee vacuum attachment prior to final grinding.
 - 5. Apply sealer to floor surfaces in accordance with manufacturer's instructions

3.6 PROTECTION

- A. Protect finished floors as recommended by manufacturer of polishing system to prevent damage including staining, gouges and scratching by construction traffic and activities.
- B. Immediately following polishing cover floor with vapor barrier and impact protection to protect against spills, flooding, impact, metal, or any other potentially damaging occurrence; Keep floor dry once polishing is complete.
 - 1. Do not apply tape to the floor.
- C. Prohibit the following on finished slabs:
 - 1. Vehicle and equipment parking.
 - 2. Mechanical lifts.
 - 3. Operation of pipe cutting equipment; or equipment with solvents or lubricants.
- D. Do not store products and other materials on slabs.
- E. Protect slabs from contact with paint, acids, and acidic detergents.

END OF SECTION

SECTION 05 5000
METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The following shop fabricated steel items, including:
 - 1. Miscellaneous shapes.
 - 2. Sheet Metal Fabrications.
 - 3. Slotted Channel Framing Components.
 - 4. Anchors, Stud Anchors, Expansion Anchors, and Miscellaneous Fasteners.

PART 2 PRODUCTS

2.1 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Bars: ASTM A 36/A 36M.
- D. Plates: ASTM A283/A283M.
- E. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- F. Slotted Channel Framing: ASTM A653/A653M, Grade 33.
- G. Slotted Channel Fittings: ASTM A1011/A1011M.
- H. Stud Anchors: ASTM A108, Grade 1015.
- I. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- J. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- K. Concrete Screws: Carbon steel, heat treated and zinc plated with baked-on ceramic coating, sizes as indicated, with hex head.
- L. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- M. Deformed Anchors: Flux filled deformed bar anchors; studs made from ASTM A108 cold worked, deformed wire per ASTM A496.
- N. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- O. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- P. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.2 SHEET MATERIALS

- A. Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; gage as indicated.
 - 1. If gage is not indicated provide 0.025 inch thick sheets.

- B. Aluminum-zinc alloy-coated SS (structural steel) sheet complying with ASTM A792/A792M; minimum AZ50 coating.
 - 1. If gage is not indicated provide 0.025 inch thick sheets.
- C. Stainless Steel Sheet: ASTM A666 Type 304, soft temper; smooth No. 4 finish.
 - 1. If gage is not indicated provide 0.025 inch thick sheets.

2.3 SLOTTED CHANNEL FRAMING MATERIALS

- A. Slotted Channel Framing System: Capability to sustain, without failure, imposed loads; consisting of channels, angles, tubes, and accessories as recommended by manufacturer for application indicated.
 - 1. Slotted channels: Fabricated from structural steel complying with the referenced standards.
 - 2. Fittings: Manufacturer's standard nuts, bolts, washers, clamps, hangers, plates, fittings, brackets, threaded rod, inserts, splices, and other fabrications as recommended by manufacturer.
- B. Finish components in accordance with one of the following:
 - 1. Exterior Locations (any of the following):
 - a. Electrolytically zinc coated per ASTM B633, Type III SC 1.
 - b. Zinc-coated by the hot-dipped process prior to roll-forming, G90 conforming to ASTM A653/A653M.
 - c. Zinc coated after all manufacturing, conforming to ASTM A123/A123M or ASTM A153/A153M.
 - 2. Interior Locations (any of the following):
 - a. Rust-inhibiting acrylic enamel paint, thoroughly baked; conforming to ASTM B117.
 - b. Plain finish, oiled.
 - c. Any finish specified for exterior locations.

2.4 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.5 FINISHES - STEEL

- A. Prime paint steel items.
 - 1. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
 - 1. Provide shop primer compatible with specified field-applied topcoats.

- E. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.
- F. Finish Painting: Refer to Section 09 9000.

2.6 FINISHES - SHEET METAL

- A. Stainless Steel: No. 4 brushed finish.
- B. Superior Performance Organic Coating System: AAMA 2605 multiple coat, thermally cured polyvinylidene fluoride system; color as indicated.

2.7 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation from Plane: 1/16 inch in 48 inches.

2.8 INSTALLATION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset from True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 05 5213
PIPE AND TUBE RAILINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Free-standing railings.

PART 2 PRODUCTS

2.1 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Distributed Loads: Design and install railing assembly, wall rails, and attachments to resist distributed force of 75 pounds per linear foot applied to the top of the assembly and in any direction, without damage or permanent set.
- C. Concentrated Loads: Design and install railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds applied at any point on the top of the assembly and in any direction, without damage or permanent set.
- D. Provide welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.2 STAINLESS STEEL MATERIALS

- A. General: Provide stainless steel railing system, free from blemishes, pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view.
- B. Stainless Steel Pipe: ASTM A269/A269M, Schedule 40, Type 304 or 304L, seamless.
 - 1. Outside Diameter: 1.9 inches.
 - 2. Finish: Brushed satin stainless steel.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Exposed Fasteners: No exposed bolts or screws.

2.3 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 ACCESSORIES

- A. Cover Flanges: Type 304 (18-8) stainless steel formed metal, 16 gage, satin finish.
 - 1. Size at railings set in grout pockets: Outside diameter of flange as required to conceal grout pockets.

2. Sealant used as concealed adhesive to secure cover flanges to pavement: Refer to Section 07 9200 - Joint Sealants.

2.5 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Welded Joints: Continuously welded and ground smooth.
- D. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
- E. Interior Components: Continuously seal joined pieces by continuous welds.
- F. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- G. Accurately form components to suit specific project conditions and for proper connection to structure.
- H. Assemble railing systems in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- I. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain profile of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

2.6 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concealed wood blocking, nailers, and supports.
- B. Miscellaneous blocking and wood nailers.
- C. Anchorage devices and fasteners.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Western Woods, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6):
 - 1. Grade: No. 2.
- D. Small Beam Framing (2 by 6 through 4 by 16):
 - 1. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.3 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Galvanized, zinc-plated, or polymer coated steel for high humidity and treated wood locations, unfinished steel elsewhere.
 - 2. Expansion Anchors, Chemical Anchors, and Threaded Inserts: Refer to Section 05 5000 - Metal Fabrications.

- B. Adhesive: Weatherproof, 100 percent polyurethane, approved by manufacturer for wood, steel, and galvanized products in contact with metal, masonry, and concrete, complying with ASTM D3498; not for use with plastic and rubber materials.
- D. Slotted channel framing: Refer to Section 05 5000 - Metal Fabrications.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.2 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- D. Provide concealed, non-structural framing and blocking, whether indicated or not, at locations including, but not limited, to the following:
 - 1. Wall-mounted equipment.

3.5 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

- A. Install nailers where shown and where required for attaching other work. Attach to substrates to support applied loading. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Recess fasteners flush with surfaces, unless otherwise indicated.
- C. Exposed nailers and blocking at interior locations: Not allowed.

END OF SECTION

SECTION 06 8316
FIBERGLASS REINFORCED PANELING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fiberglass reinforced plastic panels.
- B. Trim.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Fiberglass Reinforced Plastic Panels:
 - 1. Crane Composites, Inc: www.cranecomposites.com.
 - 2. Marlite: www.marlite.com.
 - 3. Nudo: www.nudo.com.

2.2 MATERIALS

- A. Panels: Fiberglass reinforced plastic (FRP).
 - 1. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class I/A when tested in accordance with ASTM E84.
 - 2. Surface Texture: Gently pebbled, high-gloss.
 - 3. Color: Bright White.
 - 4. Thickness: 3/32 inch, nominal.
 - 5. Width: 48 inches.
 - 6. Length: Full height of wall, one piece, without horizontal seams.
 - 7. Flexural Strengths: 1.0×10^4 psi, when tested in accordance with ASTM D790.
 - 8. Flexural Modulus: 3.1×10^5 psi, when tested in accordance with ASTM D790.
 - 9. Tensile Strengths: 7.0×10^3 psi, when tested in accordance with ASTM D638.
 - 10. Barcol Hardness: 35, when tested in accordance with ASTM D2583.
 - 11. Impact Resistance: 7.2 ft-lb/in, when tested in accordance with ASTM D256, Izod method.
 - 12. Water Absorption: 0.72 percent, when tested in accordance with ASTM D570.
 - 13. Product: Standard FRP S199 Bright White, Class A(I), Marlite.
- B. Trim: Vinyl, factory-made terminations, corners, and splices that seal panel system; as required to meet project conditions
 - 1. Color: Match panel color.
- C. Adhesive: Non-flammable, water-based rubber resin adhesive designed for installing FRP panels over substrates indicated, as recommended by manufacturer.
 - 1. Volatile organic compound (VOC) content: 3 grams per liter, maximum.
 - 2. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class I/A when tested in accordance with ASTM E84.
- D. Sealant: In accordance with Section 07 9200.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.2 WARRANTY

- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal , exhibit loss of adhesion or cohesion, or do not cure.
- D. Warranty: Include coverage for installed sealants and accessories which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.
 - 1. Provide the following warranties for specific types of sealants indicated:
 - a. Exterior Building Silicones: 20 years.
 - b. Building Urethane Sealants: 5 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow Corning Corporation: www.dowcorning.com/construction/sle.
 - 2. Franklin International, Inc: www.titebond.com.
 - 3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 - 4. Metzger/McGuire: www.metzgermcguire.com.
 - 5. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 - 6. Pecora Corporation: www.pecora.com.
 - 7. Sika Corporation: www.usa-sika.com.
 - 8. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 - 1. The Euclid Chemical Company: www.euclidchemical.com.
 - 2. Metzger/McGuire: www.metzgermcguire.com.
 - 3. Pecora Corporation: www.pecora.com.
 - 4. Sika Corporation: www.usa-sika.com.
 - 5. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.

2.2 JOINT SEALANT APPLICATIONS

A. Scope:

1. Exterior Joints: Seal open joints, whether or not the joint is indicated on the drawings, unless specifically indicated not to be sealed.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, joints identified in Schedule at end of this Section.
 - a. Sealant at joints in interior wall and floor tile: As specified in Section 09 3000.
3. Do not seal the following types of joints.
 - a. Joints where installation of sealant is specified in another section.
 - b. Joints between suspended panel ceilings/grid and walls.

2.3 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.
- B. Colors: As indicated in Schedule at the end of this section.

2.4 NONSAG JOINT SEALANTS

- A. Type NS-SIL-1: Clear, single component silicone; ASTM C920, Type S, Grade NS, Class 25, Use NT; single component, mildew resistant; compliant with FDA Regulation No. 21 CFR 177.2600 and NSF 51.
 1. Volatile organic compound (VOC) content: 35 grams per liter, maximum
 2. Product: Dowsil 786 Silicone Sealant, Clear, Dow Corning Corp.
- B. Type NS-SIL-2: Clear, single component silicone; ASTM C920, Type S, Grade NS, Class 50, Uses M, NT, G, A, and O.
 1. Tensile Strength: 45 psi.
 2. Volatile organic compound (VOC): 45 grams per liter, maximum.
 3. Product: Dowsil 795 Silicone Building Sealant, Dow Corning Corp.
- C. Type NS-HY-1: Low-modulus, solvent-free, nonsag, elastomeric, silyl-terminated polyether polymer (STPe); ASTM C920, Type S, Grade NS, Uses T, NT, G, A, M, and O; USDA compliant.
 1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Volatile organic compound (VOC) content: 20 grams per liter, maximum.
 3. Product: Titebond WeatherMaster Metal Roof Sealant, Franklin International, Inc.
- D. Type NS-PE-2: Two-component, non-sag, elastomeric polyurethane; ASTM C920 Type M, Grade NS, use T, NT, M, G, A, O, I.
 1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Volatile organic compound (VOC) content: 50 grams per liter, maximum.
 3. Compliant with Federal specification TT-S-00230 C Type II, Class A.
 4. Product: Sikaflex 2c-NS EZ Mix, Sika Corporation.
- E. Type NS-AES-1: Water-based, acrylic emulsion latex, ASTM C834, Type OP, Grade NF, single component, non-staining, non-bleeding, not intended for exterior use; paintable.
 1. Volatile organic compound (VOC) content: 35 grams per liter, maximum.
 2. Product: AC-20 +Silicone, Pecora Corporation.

2.5 SELF-LEVELING SEALANTS

- A. Type SL-PE-1: Two-Component, Self-Leveling Polyurethane Elastomeric Sealant: ASTM C920, Type M, Grade P, Class 25, use T, NT, M, G, A, O, and I;
 - 1. Federal Specification: TT-S-00227E, Type 1, Class A.
 - 2. Shore A Hardness: 40 ± 5 (21 days at 73 degrees F and 50 percent relative humidity when tested in accordance with ASTM D2240).
 - 3. Volatile organic compound (VOC) content: 40 grams per liter, maximum.
 - 4. Service Temperature Range: -40 to 170 degrees F.
 - 5. Product: Sikaflex-2c SL, Sika Corporation.

2.6 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 3. Open Cell: 40 to 50 percent larger in diameter than joint width.
 - 4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.1 SCHEDULE

- A. Provide Sealant Type NS-AES-1 at the following locations:
 - 1. Interior:
 - a. Joints between metal frames and walls.
 - b. Joints between field-painted surfaces abutting each other.
 - c. Joints between countertops and adjacent field-painted surfaces.
 - d. Joints at piping or conduit penetrations in field-painted walls and ceilings.
 - e. Joints at ductwork penetrations in field-painted walls and ceilings.
 - f. Joints at perimeter of and between exposed construction panels (used for mounting electrical and communications equipment) and walls.
 - g. Joints between finish carpentry and walls.
 - h. Interior joints in walls and ceilings for which no other sealant is indicated.
 - 2. Colors: Standard colors matching adjacent finished surfaces.
- B. Provide Sealant Type NS-PE-2 at the following locations:
 - 1. Exterior

- a. Expansion joints in concrete slabs and pavements where slope of joints are equal to or greater than 1:100.
 - b. Expansion joints between walls and concrete slabs and pavements where joints are sloped equal to or greater than 1:100.
 - c. Joints at penetrations in concrete slabs and pavements where joints are sloped equal to or greater than 1:100.
2. Colors:
- a. Joints in cast-in-place concrete slabs and pavements without color additives or stains: Limestone.
 - b. Joints in cast-in-place concrete slabs and pavements with color additives or stains: Match color of slabs and pavements.
- C. Provide Sealant Type NS-HY-1 at the following locations:
- 1. Exterior:
 - a. Exposed and concealed joints in sheet metal flashings and counterflashings.
 - 2. Colors: Standard colors matching adjacent finished surfaces.
- D. Provide Sealant Type NS-SIL-1, mildew resistant, at the following locations:
- 1. Interior:
 - a. Joints between plumbing fixtures and surrounding surfaces.
 - b. Joints between countertops, backsplashes/sidesplashes and adjacent unpainted work.
 - c. Joints between FRP and penetrations through FRP.
 - 2. Colors:
 - a. Joints between plumbing fixtures and adjacent painted surfaces: Clear.
 - b. Joints between FRP moldings and walls: Clear.
 - c. Joints between FRP and penetrations through FRP: Match FRP color.
 - d. Joints between countertops and unpainted adjacent surfaces: Clear.
 - e. Other colors, unless indicated otherwise: Standard colors matching adjacent finished surfaces.
- E. Provide Sealant Type NS-SIL-2 at the following locations:
- 1. Exterior:
 - a. Joints at above-grade, horizontal penetrations in exterior walls.
 - b. Joints between metal frames and adjacent work.
 - c. Joints under tracks of exterior metal wall studs.
 - d. Slabs under exterior door thresholds.
 - e. Joints between ends of threshold and door frames.
 - f. Joints at perimeter of aluminum-framed storefronts.
 - g. Joints under sills of aluminum-framed storefronts.
 - h. Exterior joints for which no other sealant type is indicated.
 - 2. Colors:
 - a. Joints between piping and conduit penetrations and walls: Standard color matching adjacent wall color.
 - b. Joints between exterior metal frames and walls: Standard color matching adjacent wall color.
 - c. Joints between ends of threshold and door frames: Clear.
 - d. Other colors: Standard colors matching adjacent finished surfaces.
- F. Self-Leveling Sealants:
- 1. Provide Sealant Type SL-PE-1 at the following locations:

- a. Exterior:
 - 1) Expansion joints in concrete slabs and pavements where joints are sloped less than 1:100.
 - 2) Expansion joints between walls and concrete slabs and pavements where joints are sloped less than 1:100.
- b. Interior:
 - 1) Expansion and control joints in concrete slabs.
 - 2) Expansion joints between walls and concrete slabs.
 - 3) Exceptions:
 - (a) Joints in slabs covered by carpeting or resilient flooring that will be filled with subfloor filler prior to installation.
- c. Colors:
 - 1) Joints in exposed cast-in-place concrete, non-colored, non-polished slabs and pavements: Limestone.
 - 2) Other locations: Standard colors matching adjacent finished surfaces.

END OF SECTION

SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hollow metal frames for wood doors.
- B. Thermally insulated hollow metal doors with frames.
- C. Hollow metal borrowed lites glazing frames.

1.2 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. HMMA: Hollow Metal Manufacturers Association.
- C. NAAMM: National Association of Architectural Metal Manufacturers.
- D. SDI: Steel Door Institute.
- E. UL: Underwriters Laboratories.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Curries, an Assa Abloy Group company: www.assaabloydss.com.
 - 3. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 - 4. Steelcraft, an Allegion brand: www.allegion.com/us.

2.2 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Top and Bottom Closures: Continuous 16 gage steel channels, fully welded to face sheets.
 - a. Orientation: Flush top channel, inverted bottom channel.
 - 4. Door Edges: Continuous seam welded and ground smooth.
 - 5. Door Edge Profile: Hinged edge square, and lock edge beveled.
 - 6. Typical Door Face Sheets: Flush.
 - 7. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Flush.
 - 8. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

9. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
 - a. Hardware Reinforcements: Fabricate according to ANSI A250.6 with reinforcing plates from same material as door face sheets.
 - b. Lock Reinforcement: Manufacturer's standard for hardware sets specified in Section 08 7100 - Door Hardware.
 - c. Lock Rail Reinforcement: 14 gage channel.
 - d. Closer Reinforcement: 14 gage channel.
 - e. Hinge Reinforcement: 12 gage continuous channel with pierced holes, drilled and tapped.
 10. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.3 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
 1. Grade: ANSI A250.8 (SDI-100); Level 3 - Extra Heavy-Duty, Physical Performance Level A, Model 2- Seamless with fully-welded edges.
 - a. Door Face Metal Thickness: 16 gage, 0.053 inch, minimum.
 2. Door Core Material: Vertical steel stiffeners with fiberglass insulation.
 3. Door Thickness: 1-3/4 inches, nominal.
 4. Product: 747T Series with flush top and inverted channel bottom, Curries Company.

2.4 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Same as hollow metal door.
- C. Exterior Frames: Fully welded.
 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- D. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.
- E. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.
- F. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- G. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.

- H. Frames Wider than 48 inches: Reinforce with steel channel fitted tightly into frame head, flush with top.

2.5 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.6 ACCESSORIES

- A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
 - 1. Size: As indicated on drawings.
 - 2. Frame Material: 18 gauge, 0.0478 inch, galvanized steel.
- B. Glazing: As specified in Section 08 8000.
- C. Removable Stops: Formed sheet steel, minimum 20 gage, mitered or butted corners.
- D. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
 - 1. Provide grouted frames at exterior doors.
- E. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
 - 1. Provide silencers by frame manufacturer regardless if specified in Section 08 7100.
 - 2. Silencers are not required on weatherstripped or gasketed doors.
- F. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.
- G. Jamb Anchors:
 - 1. Provide frame anchors of type and at locations recommended by manufacturer for frame size and substrate material.
- H. Floor Anchors: Provide floor anchors at each jamb, formed from A60 galvanized material, not less than 0.042 inches thick; weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.

END OF SECTION

SECTION 08 1416
FLUSH WOOD DOORS

PART 2 PRODUCTS

2.1 DOORS

A. Basis of Design- Flush Wood Doors:

1. Non-Rated Solid Core and 20 Minute Rated Doors: Aspiro-Wood-Veneer-NR-20-min-Extra-Heavy-Duty-Particleboard-Core-Bonded as specified herein and manufactured by Masonite Architectural: <https://architectural.masonite.com>.
 - a. Finish: Clear, satin sheen.

B. Doors: See drawings for locations and additional requirements.

1. Quality Level: Custom Grade, Extra Heavy Duty performance, in accordance with WDMA I.S. 1A.
2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.

C. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.

1. Provide solid core doors at each location.
2. Wood veneer facing with factory transparent finish.
3. Species: White Birch.

2.2 DOOR AND PANEL CORES

A. Non-Rated Solid Core Doors: Type particleboard core (PC), plies and faces as indicated.

2.3 DOOR FACINGS

A. Veneer Facing for Transparent Finish: Species as specified above, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with slip match between leaves of veneer, balance match of spliced veneer leaves assembled on door or panel face.

1. Vertical Edges: Same species as face veneer.
2. Veneer Thickness: Of sufficient thickness so as not to permit show-through of cross-banding after sanding or finishing.

B. Facing Adhesive: Type I - waterproof.

2.4 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
- C. Provide solid blocks at top of door for closer for hardware reinforcement.
 - 1. Provide solid blocking for other through bolted hardware.
- D. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
 - 1. Stops: Straight beads (flush beads); same species and finish as door veneer.
- E. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- F. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- G. Provide edge clearances in accordance with the quality standard specified.

2.5 FINISHES - WOOD VENEER DOORS

- A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
 - 1. Transparent:
 - a. System - TR-8, UV Cured Acrylated Polyester/Urethane.
 - b. Stain: As selected by Architect.
 - c. Sheen: Satin.
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

2.6 ACCESSORIES

- A. Hollow Metal Door Frames: See Section 08 1113.
- B. Glazed Openings:
 - 1. Factory Glazing: Provide doors with factory installed fully tempered safety glass, opening sizes as indicted on the Drawings; refer to Section 08 8000 for requirements.
- C. Door Hardware: Provide a proposed hardware schedule to include commercial grade lever style lock sets (where required), Push/Pull at Toilets, hinges, closers, wall mounted door stops, silencers.

END OF SECTION

SECTION 08 3100
ACCESS DOORS AND PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wall and ceiling mounted access units.

PART 2 PRODUCTS

2.1 ACCESS DOORS AND PANELS ASSEMBLIES

- A. Locations: Provide at valves, dampers, thermostats, sensors, switches, and other equipment requiring access or adjustment; and other locations as indicated.
 - 1. Doors for general observation in ceilings: Locations indicated are diagrammatic; relocate doors to avoid ductwork, piping, structure, and other obstructions that conflict with observation access above openings.
- B. Wall-Mounted Units:
 - 1. Panel Material: Steel, hot-dipped zinc or zinc-aluminum-alloy coated.
 - 2. Size: 12 by 12 inch, unless otherwise indicated; or provide larger sizes as required to provide adequate access to valves, dampers, thermostats, sensors, switches, and other equipment requiring access or adjustment.
 - 3. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
 - 4. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.
- C. Walls in Wet Areas:
 - 1. Panel Material: Stainless steel.
 - 2. Size: 12 by 12 inch, unless otherwise indicated; or provide larger sizes as required to provide adequate access to valves, dampers, thermostats, sensors, switches, and other equipment requiring access or adjustment.
 - 3. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
 - 4. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.
- D. Ceiling-Mounted Units:
 - 1. Panel Material: Steel, hot-dipped zinc, or zinc-aluminum-alloy coated.
 - 2. Size: 24 x 24 inches, unless otherwise indicated; or provide larger sizes as required to provide general observation and adequate access to valves, dampers, thermostats, sensors, switches, and other equipment requiring access or adjustment.
 - 3. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
- E. Ceilings in Wet Areas:
 - 1. Material: Stainless steel.
 - 2. Size: 24 x 24 inches, unless otherwise indicated; or provide larger sizes as required to provide adequate access to valves, dampers, thermostats, sensors, switches, and other equipment requiring access or adjustment.

3. Standard duty, hinged door.
4. Tool-operated spring or cam lock; no handle.

F. Basis of Design Products:

1. Non-Fire Rated Door and Frame Units in Walls and Ceilings:

1. Product: Model TM, J.L. Industries, Inc.

2.. Non-Fire Rated Door and Frame Units in Wet Areas:

1. Product: Model TMS, J.L. Industries, Inc.

2.2 WALL AND CEILING MOUNTED ACCESS UNITS

A. Wall and Ceiling Mounted Units, Non-Fire Rated: Factory fabricated door and frame, fully assembled units with corner joints welded, filled and ground flush; square and without rack or warp; coordinate requirements with type of installation assembly being used for each unit.

1. Door Style: Single thickness with rolled or turned in edges.
2. Frames: 16 gage, 0.0598 inch, minimum.
3. Single Thickness Steel Door Panels: 16 gage, 0.0598 inch, minimum.
4. Primed and Factory Finish: Polyester powder coat; color as selected by Architect from manufacturer's standard colors; not required on stainless steel units.

B. Hardware:

1. Hinges for Non-Fire-Rated Units: Continuous piano hinge.
2. Latch/Lock: Allen head cam latch.
3. Inside Latch Release: Mechanism that allows door/panel to be opened from inside.
4. Gasketing: Extruded neoprene, around perimeter of door panel.

END OF SECTION

SECTION 08 3326
OVERHEAD COILING GRILLES

PART 2 PRODUCTS

2.1 DOORS

A. Basis of Design – Overhead Coiling Grille:

1. Cornell – Model ESG10
 - a. **Horizontal Rods:** Solid 5/16 inch diameter, 5056 H32 aluminum alloy
 1. **Vertical Spacing:** 2 inches on center.
 - b. **Vertical Chains:** Grommetted aluminum links, 3/4 inch wide, positioned by E-rings on 6 inch centers. Provide double E-rings on horizontal bars on both sides of end chains to retain curtain in guides.

B. **Guides, Tube Mounted:** Heavy duty extruded aluminum sections with snap-on cover to conceal fasteners and polypropylene pile runners on both sides of curtain. Provide steel tubes, floor saddles and hardware as recommended by manufacturer to support grille.

1. **Finish, Aluminum Guide Components:** Clear anodized.
2. **Finish, Exposed Steel Mounting Brackets, Angles & Tubes:** Painted

C. **Counterbalance Shaft Assembly:**

1. **Barrel:** Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot of width.
2. **Spring Balance:** Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of grille to ensure that maximum effort to operate will not exceed 25 lbs. Provide wheel for applying and adjusting spring torque.

D. **Brackets:** Fabricate from minimum 3/16 inch steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures.

E. **Hood and Fascia:** 24 gauge galvanized steel with reinforced top and bottom edges. Provide minimum 1/4 inch steel intermediate support brackets as required to prevent excessive sag.

1. **Finish:** Powder Coated

2.3 ACCESSORIES

A. **Locking:**

1. **Manual Push-Up:** Keyed cylinder locking into both jambs operable from both sides of curtain.

- B. **Operator and Bracket Mechanism Cover:** Provide 24 gauge galvanized steel sheet metal cover to enclose exposed moving operating components at coil area of unit. Finish to match door hood.

2.4 OPERATION

- A. **Manual Push-Up with EZ Lift Construction Package:** Provide pole with hook. Suitable for aluminum grilles up to 22' wide and up to 10' high.

END OF SECTION

SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal stud framing.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Cementitious backer board.
- E. Gypsum board.
- F. Joint treatment and accessories.
- G. Textured finish system.
- H. Pre-engineered gypsum board suspension system.
- I. Metal framing components used for seismic bracing of suspended ceiling systems.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.

2.2 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. CEMCO: www.cemcosteel.com.
 - 2. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 3. Jaimes Industries: www.jaimesind.com/#sle.
 - 4. Marino: www.marinoware.com/#sle.
 - 5. R-stud, LLC: www.rstud.com/#sle.
 - 6. Phillips Manufacturing Co: www.phillipsmfg.com/#sle.
 - 7. SCAFECO Corporation: www.scafco.com/#sle.
 - 8. Steel Construction Systems: www.steelconsystems.com/#sle.
 - 9. Telling Industries: www.buildstrong.com.

- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel.
1. Studs and Track:
 - a. Studs: "C" shaped with flat or formed webs.
 - b. Size: As indicated.
 - c. Spacing: 16 inches on center unless indicated otherwise.
 - d. Base Steel Thickness:
 - 1) 2-1/2 inch studs:
 - (a) Stud height up to 10 feet: 0.0296 inches, minimum.
 - (b) Stud height more than 10 feet and up to 12.0 feet: 0.0329 inches, minimum.
 - (c) Stud height more than 12.0 feet: Not allowed.
 - 2) 3-5/8 inch studs:
 - (a) Stud height up to 15 feet: 0.0296 inches, minimum.
 - (b) Stud height more than 15 feet and up to 24.0 feet: 0.0329 inches, minimum.
 - (c) Stud height more than 24.0 feet: Not allowed.
 - 3) 6 inch studs:
 - (a) Stud height up to 22 feet: 0.0296 inches, minimum.
 - (b) Stud height more than 22 feet and up to 24.0 feet: 0.0329 inches, minimum.
 - (c) Stud height more than 24.0 feet: Not allowed.
 - e. Track: U shaped, depth and gage to match studs.
 - 1) Curved Substrate: Provide corrosion-resistant steel, U-shaped, hand-bendable for curved walls and soffits; depth and gage to match studs.
 - f. Protective Coating: Comply with AISI S220, ASTM A653/A653M, G40 (Z120) or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
 - 1) Equivalent coatings: Provide third party evaluation report (e.g. ICC ES report) acceptable to authority having jurisdiction.
 - g. Equivalent Gage ("EQ") Non-Structural Studs and Track: Not allowed.
 2. Metal Framing Connectors and Accessories:
 - a. Same manufacturer as framing.
 3. Ceiling Channels: Cold rolled, C shaped, 16 gage, 0.057 inches thick, 3/4 inches deep.
 4. Braces: C shaped, depth and gage to match wall framing unless indicated otherwise.
 5. Furring Members: Hat-shaped sections, minimum depth of 7/8 inch.
 - a. Thickness: Match wall framing unless indicated otherwise.
 6. Deep Leg Track (Partition Head to Structure Connections): Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - a. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI S100.
 - b. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot-dipped galvanized coating.
 - c. Spacing Bars: Formed 20 gage galvanized angles, engineered to resist deflection and stud rotation at the deep leg track of stud walls, prenotched to match stud spacing and rigidly hold studs in place without fasteners.

C. Non-structural Framing Accessories:

1. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
2. Framing Connectors: ASTM A653/A653M G90 galvanized steel clips; secures cold rolled channel to wall studs for lateral bracing.
3. Pre-engineered Gypsum Board Suspension System:
 - a. Pre-engineered Gypsum Board Suspension System: Pre-engineered system consisting of straight main tees along with straight furring cross channels or cross tees, and accessories that join together to support gypsum board and independently supported light fixtures and air diffusers; provide in accordance with Quality Assurance article in this section.
 - b. Products:
 - 1) Drywall Suspension System, USG Corporation: www.usg.com.
 - 2) Drywall Grid System, Armstrong World Industries, Inc: www.armstrongceilings.com.
 - 3) Substitutions: See Section 01 6000 - Product Requirements.

2.3 BOARD MATERIALS

- A. Gypsum Board: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 3. Type: Regular.
 4. Thickness: 5/8 inch.
- B. Cementitious Backer Board: High density, cementitious, glass fiber reinforced.
 1. Application:
 - a. Surfaces behind tile.
 - b. Shower walls and ceilings.
 - c. Surfaces in areas subject to moisture or required by authorities having jurisdiction.
 2. Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
 - a. Thickness: 5/8 inch.

2.4 GYPSUM BOARD ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber blankets, friction fit type, unfaced. Thickness: 3-1/2 inches.
 1. Surface burning characteristics when tested in accordance with ASTM E84:
 - a. Maximum flame spread: 10 or less.
 - b. Maximum smoke developed: 10 or less.
- B. Trim, Cornerbead, and Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
 1. Types: As detailed or required for finished appearance.
 2. Special Shapes: In addition to conventional cornerbead and control joints, provide L-bead and LC-bead at exposed panel edges.

- C. Joint Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - 1. Corner Beads: Low profile, for 90 degree outside corners.
 - 2. Expansion Joints:
 - a. Type: V-shaped, roll-formed zinc, 3/16 inch wide opening, 7/16 inch deep, with 3/32 inch grounds and factory-installed protective tape.
 - 3. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - a. Fiberglass Tape: 2 inch wide, coated glass fiber tape for joints and corners of cementitious backer board.
 - b. Paper Tape: 2 inch wide, creased paper tape for joints and corners.
 - c. Joint Compound: Setting type, field-mixed.
 - d. Joint compound for joints in cementitious backer board: Organic adhesive, ready-mixed, ANSI A136.1, thinset mastic type.
 - 4. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
 - 5. Powder Actuated Anchorage Device(s) for Masonry and Concrete: Knurled, ballistic point with pre-mounted steel washers.
 - 6. Hanger Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, pre-stretched.
 - a. Size: Provide wire diameter so that its stress at 3 times the hanger design load (ASTM C635/C635M, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than 12 gage diameter wire.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members at 16 inches on center.
 - 1. Level ceiling system to a tolerance of 1/600.
 - 2. Laterally brace entire suspension system.
 - a. Provide seismic bracing as required by authorities having jurisdiction.
- C. Studs: Space studs at 16 inches on center unless indicated otherwise.
 - 1. Spacing at Curved Surfaces: Space studs in accordance with GA-226; space studs closer as required to provide uniform appearance.
 - 2. Extend partition framing to structure unless indicated otherwise.
 - 3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.

4. Partitions Terminating at Bracing: Provide bracing system consisting of same stud type spaced 48 inches on center, angled between 35 and 50 degrees, fastened to stud framing 6 - 12 inches above ceiling and anchored to structural framing members above ceiling.
 - a. Bracing perpendicular to structural members: Unless indicated otherwise terminate bracing with top runner anchored to structure.
 - b. Bracing parallel to structural members: Unless indicated otherwise secure top runner of bracing to perpendicular main runners of same size and gage as partition stud, spaced 48 inches on center maximum; Anchor main runners to structure as required to meet design requirements.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Hat-Shaped Furring Channels: Install at locations indicated, not more than 4 inches from floor and ceiling lines and abutting walls.
 1. Orientation: Horizontal.
 2. Spacing: At 16 inches on center.
- F. Blocking: Refer to in Section 06 1000.
 1. Install concealed wood blocking for support of wall mounted elements as specified in Section 06 1000.
- G. Bracing, Furring, Bridging: Formed sheet steel, gage and finish to match framing components.
- H. Metal Stud Cross Bracing: Provide as indicated, alternating direction of bracing; anchor to studs and structural elements with fasteners as required to provide rigid assembly.
 1. Size and gage: As indicated. If not indicated, provide of same size and gage as metal studs.
 2. Spacing: As indicated. If not indicated, space cross-bracing at 48 inches on center, minimum.

3.3 INSTALLATION AT ASSEMBLIES RECEIVING TILE FINISHES

- A. Refer to Section 09 3000 for installation requirements.

3.4 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
 1. Locate at partitions indicated on the drawings and at the following locations whether indicated on the Drawings or not:
 - a. Perimeter partitions of toilets and janitor.

3.5 GYPSUM BOARD SUSPENSION SYSTEM INSTALLATION

- A. Install gypsum board suspension system in accordance with manufacturer's instructions.
- B. Provide seismic bracing in accordance with requirements of authorities having jurisdiction.
- C. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

3.6 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Cementitious Backer Board: Install over steel framing members where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
 - 1. Install boards using corrosion-resistant bugle head drywall screws. Bed fiberglass self-adhesive tape at all joints and corners with skim coat using material used to set tiles; refer to Section 09 3000.
- D. Installation on Metal Framing: Use screws for attachment of gypsum board.
 - 1. Unless indicated otherwise, extend gypsum board 6 inches minimum above ceiling finish.
- E. Curved Surfaces: Apply gypsum board to curved substrates in accordance with GA-226.

3.7 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.8 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings unless otherwise indicated.
 - 2. Level 2: Behind cabinetry and areas above finished ceilings.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.
- E. Exposed cementitious backer board: Match finish level of gypsum board, as indicated.

3.9 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.

3.10 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 3000

TILING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Ceramic trim.
- D. Non-ceramic trim.

PART 2 PRODUCTS

2.1 TILE

- A. Manufacturers:
 - 1. Dal-Tile Corporation: www.daltile.com.
- B. Porcelain Tile: ANSI A137.1, and as follows:
 - 1. Thickness: 3/8 inches.
 - 2. Size and Shape: 12 by 24 inch rectangular in a brick pattern.
 - 3. Edges: Cushioned.
 - 4. Surface Finish: Matte/ Unpolished.
 - 5. Moisture Absorption: less than 0.5 percent.
 - 6. Grout Joints: 3/16 inch.
 - 7. Product: Unity Colorbody Porcelain, Dal-Tile Corporation.
 - a. Color: To be selected by Owner.
- C. Glazed Wall Tile: ANSI A137.1, and as follows:
 - 1. Moisture Absorption: 3.0 to 7.0 percent.
 - 2. Thickness: 5/16 inch.
 - 3. Size and Shape: 8 inch square.
 - 4. Edges: Cushioned.
 - 5. Surface Finish: High gloss.
 - 6. Grout Joints: 1/4 inch.
 - 7. Product: Natural Hues Eco-Body Ceramic, Dal-Tile Corporation.

2.2 TRIM AND ACCESSORIES

- A. Ceramic Trim: Matching cove base with square edge top ceramic shapes in sizes coordinated with field tile.
 - 1. Manufacturers: Same as for tile.
- B. Non-Ceramic Trim: Dimensions to suit application, for setting using tile mortar or adhesive.
 - 1. Manufacturers:
 - a. Schluter-Systems: www.schluter.com.
 - 2. Shape: L-shaped with perforated anchoring leg secured in mortar bond coat beneath the tile.

3. Size: As recommended by manufacturer for thickness of tile and mortar bed.
4. Applications:
 - a. Open edges and outside corners of wall tile:
 - 1) Finish: Satin anodized aluminum.
 - 2) Product: SCHIENE (AE), Schluter Systems.
 - b. Transition between floor tile and carpeting:
 - 1) Finish: Type 304 stainless steel.
 - 2) Product: RENO-TK (ETK), Schluter Systems.

2.3 SETTING MATERIALS

- A. Manufacturers:
 1. Mapei Corporation: www.mapei.com.
 2. LATICRETE International, Inc: www.laticrete.com/sle.
 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Mortar Bond Coat: Polymer modified type meeting ANSI A118.11 and ANSI A118.15 requirements.
 1. Product: Keraflex Super, Mapei Corporation: www.mapei.com.
- C. Rendering Mortar: Same product as Mortar Bond Coat.

2.4 GROUTS

- A. Manufacturer: Same manufacturer as Setting Materials manufacturer.
- B. High Performance Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
 3. Color(s): As selected by Architect from manufacturer's full line.
 4. Product: Mapei Corporation; Flexcolor CQ: www.mapei.com.

2.5 MAINTENANCE MATERIALS

- A. Tile Joint Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
 1. Manufacturer: Same manufacturer as grout manufacturer.
 2. Applications:
 - a. Between tile and plumbing fixtures.
 - b. Expansion joints in tiled floors and walls.
 - c. Penetrations in tiled floors and walls.
 - d. Horizontal joints between floor tile and wall tile.
 - e. Interior corners of tiled walls.
 3. Color(s): Match grout color.
 4. Product: Mapei Corporation; Mapesil T: www.mapei.com.
- B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
 1. Composition: Water-based colorless silicone.
 2. Products:
 - a. Merkrete, by Parex USA, Inc; Merkrete Grout Sealer: www.merkrete.com/#sle.

- b. Homax Tile Guard Grout Sealer, by Homas, a product of PPG Architectural Finishes, Inc.: www.homaxproducts.com.

2.6 ACCESSORY MATERIALS

- A. Uncoupling Membrane: 1/8 inch thick polyurethane matting with three-dimensional grid structure with shaped cavities and fleece webbing laminated to the underside to provide a mechanical bond to the substrate adhesive; provide at all floor tile.
 1. Manufacturer: Same as Setting Materials manufacturer.
 2. Product:
 - a. Mapeguard UM, Mapei Corporation: www.mapei.com.
 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Synthetic Reinforcing Mesh: Non-corroding, alkali-resistant, synthetic type, recommended by adhesive manufacturer for use with exterior and interior wall and floor tile.
 1. Manufacturer: Same manufacturer as Setting Materials manufacturer.
 2. Product: Mapelath, Mapei Corporation.
- C. Cementitious Backer Board: As specified in Section 09 2116.

END OF SECTION

SECTION 09 6813
TILE CARPETING

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design - Tile Carpeting: Nutopia 2 Collection, as specified herein and manufactured by the Mohawk Group: www.mohawkgroup.com/#sle.

2.2 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; CRI Green Label Plus certified
1. Volatile organic compound (VOC) content: 0 grams per liter.
- C. Adhesive Tape: Pre-cut, double sided, glue-free adhesive tape, acceptable to carpet tile manufacturer, compatible with materials being adhered;
1. Volatile organic compound (VOC) content: 0 grams per liter.

PART 3 EXECUTION

3.5 SCHEDULE

- A. Carpet Tile CT-1:
1. Size: 12 by 36 inches.
 2. Tufted pile weight: 23.0 oz. per sq. yd.
 3. Construction: Tufted.
 4. Texture: Textured pattern multi-colored loop.
 5. Gage: 1/12.
 6. Stitches per inch: 10.5.
 7. Finished pile thickness: 0.110 inch.
 8. Dye method: Solution dyed.
 9. Backing material: EcoFlex NXT.
 10. Fiber type: Duracolor Tricolor Premium Nylon.
 11. Stain release technology: Permanent, built into fiber.
 12. Foot traffic recommendation TARR: Severe.
 13. Flammability: ASTM E648 Class 1 (Glue Down).
 14. Smoke Density: ASTM E662, less than 450.
 15. Static Propensity: AATCC Test Method 134, under 3.5 KV.
 16. Indoor Air Quality: CRI Green Label Plus.
 17. Warranty: Limited Lifetime.
 18. Product: GT445 Urban Fringe II Tile 12BY36, 889 Archway, Nutopia 2 Collection, Mohawk Group.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers - Provide paint and coating products by one of the following:
 - 1. Benjamin Moore & Co. (Moore): www.benjaminmoore.com.
 - 2. PPG Paints (PPG): www.ppgpaints.com.
 - 3. Sherwin-Williams Company (SW): www.sherwinwilliams.com.
- B. Primer Sealers: Same manufacturer as top coats.

2.2 PAINTS AND COATINGS - GENERAL

- A. Paint exposed surfaces, except where the Paint Schedule indicates that a surface or material is not to be painted or is to remain natural. If the Paint Schedules does not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not the Schedules indicates color(s). If the Schedule does not indicate color(s) or finishes, the Architect will select from standard colors and finishes available.
- B. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- C. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- D. Sheens: Provide sheen specified; where sheen is not specified, sheen will be selected later by Owner from the manufacturer's full line.
- E. Colors: **To be selected by Owner.**
- F. Metals encased in concrete shall only receive a primer compatible with the covering material.
- G. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience
 - 1. Review other Sections of these Specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Contractor shall be responsible for the compatibility of all shop primed and field painted items.
 - 2. Furnish information on the characteristics of the finish materials proposed to use, to ensure that compatible prime coats are used. Provide Tie coats over incompatible primers or remove

and reprime as required. Notify Architect, in writing, of anticipated problems using the coating systems as specified with substrates primed by others.

- H. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

2.3 PAINT SYSTEMS

- A. Paint System CE-OP-3AC: Concrete/Masonry, Latex, 3 Coats.
 - 1. First coat: Loxon Concrete Masonry Primer/Sealer, Sherwin Williams; 2,1-3.2 dry mils.
 - 2. Second and third coats: ProMar 200 Zero VOC Interior Latex Eg-Shel, Sherwin Williams; 1.7 dry mils per coat.
 - 3. Sheen: Eggshell.
- B. Paint System GI-OP-3E: Gypsum Board, Waterbased Epoxy, 3 Coats.
 - 1. First coat: ProMar 200 Zero VOC Latex Primer, Sherwin Williams; 1.0 dry mils.
 - 2. Second and third coats: Pro Industrial Pre-Catalyzed Waterbased Epoxy, Sherwin Williams; 1.5 dry mils per coat.
 - 3. Sheen: Semi-Gloss.
- C. Paint System GI-OP-3LA-4: Gypsum Board, Latex-Acrylic, 3 Coats.
 - 1. First coat: ProMar 200 Zero VOC Latex Primer, Sherwin Williams; 1.0 dry mils.
 - 2. Second and third coats: ProMar 200 Zero VOC Interior Latex Eg-Shel, Sherwin Williams; 1.7 dry mils per coat.
 - 3. Sheen: Eggshell.
- D. Paint System ME-OP-3AC-4: Galvanized and Ferrous Metals, Opaque, Dryfall, 3 Coats:
 - 1. VOC content: VOC Content: Less than 50 g/L.
 - 2. Surface preparation: SSPC-SP 2 Hand Tool Cleaning. All surfaces must be clean, dry, sound, and free of oil, grease, and other contaminants.
 - 3. First coat (for unprimed metal surfaces): Pro Industrial Pro-Cryl Universal Primer, Sherwin Williams; 1.8 - 3.6 dry mils.
 - 4. Second and third coats: Pro Industrial Waterborne Acrylic Dryfall, Sherwin Williams; spray-applied, 2.3 - 3.5 dry mils per coat.
 - 5. Sheen: Eggshell.
- E. Paint System ME-OP-3AC-7: Primed and Unprimed Ferrous and Galvanized Metals, Acrylic, 3 Coats:
 - 1. Surface preparation: SSPC-SP 2 Hand Tool Cleaning. All surfaces must be clean, dry, sound, and free of oil, grease, and other contaminants.
 - 2. First coat: Pro Industrial Pro-Cryl Universal Primer, Sherwin Williams; 1.8 - 3.6 dry mils.
 - 3. Second and third coats: Sher-Cryl HPA, Sherwin Williams; 2.0 - 3.3 dry mils.
 - 4. Sheen: Semi-Gloss.
- F. Paint System WE-OP-3L: Wood, Opaque, Latex, 3 Coats:
 - 1. One coat of latex primer sealer: Exterior Latex Wood Primer, Sherwin Williams; 1.4 dry mils.
 - 2. Second and third coats: A-100 Exterior Latex Gloss, Sherwin Williams; 1.4 dry mils per coat.
 - 3. Sheen: Gloss.

PART 3 EXECUTION

3.1 SCHEDULE - PAINT SYSTEMS

A. Paint System CE-OP-3AC:

1. Interior:
 - a. Exposed surfaces of concrete masonry.

B. Paint System ME-OP-3AC-4:

1. Exterior and Interior: Finish primed and unprimed metal surfaces at the following locations:
 - a. Exposed ceilings in canopies, covered entrances, and other areas including, but not limited to, the following:
 - 1) Structural steel and metal framing components.
 - 2) Ductwork.
 - 3) Conduits, piping, and supports.
 - 4) Miscellaneous steel.

C. Paint System ME-OP-3AC-7:

1. Exterior and Interior: Finish exposed ferrous and galvanized metals, primed and unprimed including, but not limited to, the following.
 - a. Steel doors and frames.
 - b. Steel shapes supporting entrance canopies.
 - c. Steel railings.
 - d. Steel bollards.
 - e. Piping, conduits, device boxes, and supports abutting exterior walls of buildings.
 - f. Ferrous and galvanized metals for which no other paint system is indicated.

D. Paint System GI-OP-3E.

1. Interior gypsum board walls, ceilings, and bulkheads at the following locations :
 - a. Vestibules.
 - b. Toilets and bathrooms.
 - c. Custodial/Janitorial rooms.

E. Paint System GI-OP-3LA-4:

1. Interior gypsum board walls, ceilings, and bulkheads at the following locations:
 - a. Gypsum board in areas for which no other paint is specified.

END OF SECTION

SECTION 10 1400

SIGNAGE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Room and door signs.
- B. Emergency evacuation signs.
- C. Maximum occupancy signs.
- E. Signage at toilet rooms.
- F. Tactile exit signs.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Curved Signs:
 - 1. 2/90 Sign Systems, Inc.: www.290signs.com.
 - 2. Vista System: www.vistasystem.com/#sle.
 - 3. Century Sign Builders: www.csbsigns.com.
 - 4. Monarch Sign Systems: <http://monarchsignsystems.com>.
- E. Emergency Evacuation Maps and Maximum Occupancy Signs:
 - 1. 2/90 Sign Systems, Inc.: www.290signs.com.
 - 2. Century Sign Builders: www.csbsigns.com.
 - 3. Vista System: www.vistasystem.com/#sle.

2.2 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Room and Door Signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open areas.
 - 1. Sign Type: Curved signs.
 - 2. Provide "tactile" signage, with letters raised minimum 1/32 inch and Grade II braille.
 - 3. Character Height: 1 inch.
 - 4. Sign Height: 2 inches, unless otherwise indicated.
 - 5. General Doors: Identify with the room name.
 - 6. Service Rooms: Identify with the room name.
- C. Tactile Exit Signs: Provide sign stating EXIT in raised characters and braille and complying with ICC A117.1 adjacent to each door to an area of refuge, an exterior area for assisted rescue, an exit stairway or ramp, an exit passageway and the exit discharge.
 - 1. Sign Type: Curved Signs.
 - 2. Locations: As indicated.

3. Mounting Height: Signs' tactile characters must be a minimum of 48 inches above the finished floor or ground to the lowest tactile character's baseline and a maximum of 60 inches to the highest tactile character's baseline.
- D. Emergency Evacuation Maps and Maximum Occupancy Signs:
1. Sign Type: Curved Signs.
 2. Locations: Provide at locations required by authorities having jurisdiction.
 3. Map content to be provided by Owner.
 4. Maximum occupancy content to be provided by Owner.
 5. Use clear plastic panel silk-screened on reverse, in brushed aluminum frame, screw-mounted.

2.3 SIGN TYPES

- A. Radius / Curved Signs: One-piece, curved extruded aluminum media holder securing flat, flexible sign media by curved lip on two sides; other two sides closed by end caps; concealed mounting attachment.
1. Sizes: As indicated on drawings.
 2. Finish: Natural (clear) anodized.
 3. Sign Orientation: Curved in horizontal section.
 4. End Caps: Aluminum with finish matching frame and stainless steel screw attachment.
 5. Clear Cover: For customer produced sign media, provide clear cover of polycarbonate plastic, glossy on back, non-glare on front.
 - a. Cover: Constructed using 0.0625 inch single-ply non-glare acrylic, matte finish; provide clear lens for directional, informational, and evacuation signs.
 - 1) Tactile lettering and symbols: Formed using rotary engraving method and bonded to sign using adhesive.
 - 2) Room number text: Raised accompanied by Grade II Braille .
 - 3) Changeable message insert: Fabricated from commonly available transparency media no less than 5 mil thick that is compatible with inkjet or laser printers; provided by manufacturer.
 - 4) Printed Background Opaque Insert: Created using a satin-coated, tear-resistant, rigid PVC media with a waterfast coating; manufactured in color managed workflow with the following capacities:
 - (a) Printing: Created using a profiled printer with transmissible ICC profile.
 - (b) Colors used in final design must have LAB values recorded and submitted to Owner for future reference and duplication.
 - (c) Printing must be performed on calibrated printer such that future orders of insert can be reproduced within 5 Delta E of recorded LAB values.
 - b. Template File: Provided by manufacturer to Owner, allowing for changes to the inserts to be created. Provided file must integrate with Owner's existing software.
 - 1) Room numbers and corresponding room function or occupant's name and tile (if applicable): Comply with Owner's sign schedule.
 - c. Color and Font: Unless otherwise indicated:
 - 1) Character Font: Helvetica, Arial, or other sans serif font.
 - 2) Character Case: Upper case only.
 - 3) Background Color: As selected by Owner.
 - 4) Character Color: Contrasting color as selected by Owner.

6. Product: Diversity Updateable Sign System (Diversity), Century Sign Builders.
 - a. Room and Door Signs: 4 by 6 inches; adhesive-tape mounted.
 - 1) Product: Diversity D4X6CPT.
 - b. Emergency Evacuation, Tactile Exit, and Maximum Occupancy Signs: 8-1/2 by 11 inches; adhesive-tape mounted.
 - 1) Locations: Provide at locations required by authorities having jurisdiction.
 - 2) Map content to be **provided by Owner.**
 - 3) Product: Diversity D8.5X11VP.

B. Wall Mounting of One-Sided Signs: Double faced tape.

2.4 TACTILE SIGNAGE MEDIA

- A. Tactile Signs Type A, Type B, and Type C; and Tactile Exit Signs: Solid color, acrylic plastic back plate.
 1. Raised Copy, Graphics, and Pictograms: Use heat and pressure laminated photopolymer film system formed to comply with the requirements indicated for size, proportions, spacing, content, and style. Applied characters or Braille plates are not acceptable.
 - a. Signs featuring the International Symbol of Accessibility: Comply with character height, proportion, symbols, finish, and other signage requirements of ICC A117.1 and ADA Standards.
 2. Total Thickness: 1/8 inch, minimum.
 3. Fabrication:
 - a. Sign Size: As indicated.
 - b. Face Color: Blue.
 - c. Edges: Radiused
 - 1) Edge Color: Same as face color.
 - 2) Corners: Corners rounded to 3/8 inch radius.
 - d. Raised Character Size and Style: Acrylic plastic, character adhered to base material:
 - 1) Comply with applicable provisions of ADA Standards and ICC A117.1, including Braille.
 - 2) Character Color: White.
 - 3) Character Thickness: Not less than 1/32 inch.
 - 4) Height: 1 inch, minimum.
 - 5) Edges: Square.
 - 6) Character Font: Sans Serif or Simple Sans Serif.
 - 7) Character Case: Upper case only.
 - e. Raised Graphics and Pictograms:
 - 1) Pictograms: Male/Female/Wheelchair, as indicted, compliant with ICC A117.1.
 - 2) Color: White.
 - 3) Raised Thickness: Not less than 1/32 inch.
 4. Braille:
 - a. Raised Thickness: Not less than 1/32 inch.
 - b. Braille Symbols: Contracted Grade 2 Braille with dots in conformance with ADA Standards.

END OF SECTION

SECTION 10 2113.17
PHENOLIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Phenolic toilet compartments.
- B. Urinal screens.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Phenolic Toilet Compartments:
 - 1. Basis of Design: Color Thru Phenolic, Floor Anchored/Overhead Braced Toilet Compartments as specified herein and manufactured by Global Steel Products Corp: www.globalpartitions.com.

2.2 PHENOLIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid phenolic core panels with integral melamine finish, floor-mounted headrail-braced.
 - 1. Color: Single color as selected.
- B. Doors:
 - 1. Thickness: 3/4 inch.
 - 2. Width: 24 inch.
 - 3. Width for Handicapped Use: 36 inch, out-swinging.
 - 4. Height: 58 inch.
- C. Panels:
 - 1. Thickness: 1/2 inch.
 - 2. Height: 58 inch.
 - 3. Depth: As indicated on drawings.
- D. Pilasters:
 - 1. Thickness: 3/4 inch.
 - 2. Width: As required to fit space; minimum 3 inch.
- E. Urinal Screens: Wall mounted panel with continuous wall bracket and vertical upright consisting of tubular aluminum post anchored to floor and ceiling.
 - 1. Panel fabrication: Match toilet compartment panel.
 - 2. Panel size: 24 inches wide by 48 inches high mounted 12 inches above finish floor.
 - 3. Urinal Screen Support Posts: Formed tube, 2 inch square nominal, with two panel brackets.
 - a. Material: Provide one of the following:
 - 1) Formed ASTM A666, Type 304 stainless steel with No. 4 finish.
 - 2) Formed natural anodized aluminum.
 - b. Height: Match ceiling height.
 - c. Provide posts with flanged shoe at top and bottom, for mounting to floor and ceiling.

2.3 ACCESSORIES

- A. Pilaster Shoes: Formed ASTM A666, Type 304 stainless steel with No. 4 finish, 3 inch high, concealing floor fastenings.
 - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Hollow anodized aluminum, 1 inch by 1-1/2 inch size, with anti-grip profile and cast socket wall brackets.
- C. Wall and Pilaster Brackets: Satin stainless steel; continuous type.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
 - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts.
 - 2. For attaching flanged shoes of urinal screen support posts:
 - a. Fasteners at slabs: Round-headed expansion anchors.
 - b. Fasteners at ceilings: Round-headed lag bolts.
- E. Hardware: Satin stainless steel:
 - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
 - 2. Door Latch: Slide type with exterior emergency access feature.
 - 3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
 - 4. Coat hook with rubber bumper; one per compartment, mounted on door.
 - 5. Provide door pull for outswinging doors.

END OF SECTION

SECTION 10 2600
WALL AND DOOR PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Corner guards.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Stainless Steel Corner Guards:

- 1. Basis of Design - Stainless Steel Corner Guards: 18112H-304 as manufactured by Inpro:
www.inprocorp.com/#sle.

2.2 PRODUCT TYPES

- A. Corner Guards - Surface Mounted:

- 1. Material: Type 430 stainless steel, No. 4 finish, 16 gage, 0.059 inch thick.
- 2. Width of Wings: 2.0 inches.
- 3. Corner: Square.
- 4. Length: 60 inches, one piece.
- 5. Mounting: Adhesive and screws.

END OF SECTION

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Under-lavatory pipe supply covers.
- C. Electric hand/hair dryers.
- D. Diaper changing stations.
- E. Utility room accessories.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide the following products from the same manufacturer:
 - 1. Toilet paper dispensers.
 - 2. Paper towel dispensers.
 - 3. Soap dispensers.
 - 4. Grab bars.
 - 5. Mirrors.
 - 6. Sanitary napkin disposal units.
 - 7. Storage shelves.
 - 8. Mop and broom holders.
 - 9. Robe hooks.
 - 10. Waste receptacles.
- B. Commercial Toilet and Utility Room Accessories:
 - 1. Bradley Corporation: www.bradleycorp.com.
 - 2. Bobrick Washroom Equipment, Inc.: www.bobrick.com.
- C. Under-Lavatory Pipe Supply Covers:
 - 1. Plumberex Specialty Products, Inc: www.plumberex.com/#sle.
 - 2. IPS Corporation: www.ipscorp.com.
- D. Electric Hand Dryers:
 - 1. Excel Dryer: www.exceldryer.com/#sle.
 - 2. World Dryer Corporation: www.worlddryer.com/#sle.
- E. Diaper Changing Stations:
 - 1. Foundations Worldwide, Inc : www.brocar.com.
 - 2. Koala Kare Products: www.koalabear.com/#sle.

2.2 MATERIALS

- A. Keys: Provide 2 keys for each accessory to Owner.

2.3 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, polished finish, unless otherwise noted.
- C. Galvanizing for Items Other than Sheet: Comply with ASTM A123/A123M; galvanize ferrous metal and fastening devices.
- D. Shop Primed Ferrous Metals: Pretreat and clean, spray apply one coat primer and bake.
- E. Back paint components where contact is made with building finishes to prevent electrolysis.

2.4 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser: Surface-mounted, twin jumbo-roll, stainless steel toilet tissue dispenser, 20 gage cabinet with 18 gage door equipped with tumbler lock; provide at each watercloset location.
 - 1. Product: Model B-2892, Bobrick Washroom Equipment, Inc.
- B. Automated Paper Towel Dispenser: Electric, roll paper type.
 - 1. Product: B-72974 Automatic Roll Paper Towel Dispenser, Bobrick Washroom Equipment, Inc.
- C. Surface-mounted Waste Receptacle: Type-304, 20-gage satin stainless steel, seamless, all-welded construction with hooks to hold furnished reusable vinyl liner; removable for servicing.
 - 1. Product: Bobrick B-277 Surface-mounted Waste Receptacle, Bobrick Washroom Equipment, Inc.
- D. Automated Wall-Mounted Soap Dispenser: Welded 18-8 Type 304 18 gage stainless steel with satin finish, refillable, foam soap type, battery-operated.
 - 1. Product: B-2013, Bobrick Washroom Equipment, Inc.
- E. Automated Deck-Mounted Soap Dispenser: Top -filling, rotatable lid with concealed locking mechanism, sensor-activated valve with electronic air pump; flush bottom.
 - 1. Product: B-848, Bobrick Washroom Equipment, Inc.
- F. Mirrors: Stainless steel framed, 1/4 inch thick tempered safety glass; ASTM C1048.
 - 1. Product: B-1658 2436, Bobrick Washroom Equipment, Inc.
- G. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 - 1. Grab Bar Type A:
 - a. Length: 42 inches.
 - b. Product: B-6806 x 42, Bobrick Washroom Equipment, Inc.
 - 2. Grab Bar Type B:
 - a. Length: 36 inches.
 - b. Product: B-6806 x 36, Bobrick Washroom Equipment, Inc.
 - 3. Grab Bar Type C:
 - a. Length: 18 inches.
 - b. Product: B-6806 x 18, Bobrick Washroom Equipment, Inc.
 - 4. Grab Bar Type F:
 - a. Length: L-shaped, 18 by 30 inches.
 - b. Product: B-6861, Bobrick Washroom Equipment, Inc.

- H. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
 - 1. Product: 254 manufactured by Bobrick with 353-12 disposable liners.
- I. Robe Hooks: Heavy-duty stainless steel, double-prong, rectangular-shaped bracket and backplate for concealed attachment, satin finish.
 - 1. Product: B-6727 Double Robe Hook, Bobrick Washroom Equipment, Inc.

2.5 UNDER-LAVATORY PIPE AND SUPPLY COVERS

- A. Under-Lavatory Pipe and Supply Covers:
 - 1. Insulate exposed drainage piping, including hot, cold, and tempered water supplies under lavatories or sinks to comply with ADA Standards.
 - 2. Exterior Surfaces: Smooth non-absorbent, non-abrasive surfaces.
 - 3. Construction: 1/8 inch flexible PVC.
 - 4. Color: White.
 - 5. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces.
 - 6. Products:
 - a. Plumberex Pro-Extreme; Plumberex Specialty Products, Inc.: www.plumberex.com/#sle.
 - b. Truebro Lav Guard 2 Undersink Piping Covers; IPS Corporation: www.ipscorp.com.

2.6 ELECTRIC HAND/HAIR DRYERS

- A. Electric Hand Dryers: Traditional fan-in-case type, with downward fixed nozzle.
 - 1. Operation: Automatic, sensor-operated on and off.
 - 2. Mounting: Surface mounted.
 - 3. Cover: Stainless steel with brushed finish.
 - a. Tamper-resistant screw attachment of cover to mounting plate.
 - b. Screened or shielded air intake.
 - 4. Air Velocity: 18,000 linear feet per minute, minimum, at full power.
 - 5. Features: Provide units with noise reduction nozzle:
 - 6. Total Wattage: 500 W, maximum.
 - 7. Runtime: Field adjustable or automatic, up to 35 seconds.
 - 8. Electric Hand Dryer Products:
 - a. Excel Dryer Inc; XLERATOReco: www.exceldryer.com/#sle.
 - b. World Dryer Corporation; eXtremeAir EXT: www.worlddryer.com/#sle.

2.7 DIAPER CHANGING STATIONS

- A. Diaper Changing Station: Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
 - 1. Material: Stainless steel.
 - 2. Mounting: Surface.
 - 3. Minimum Rated Load: 200 pounds.
 - 4. Products:
 - a. Model KB310-SSWM, Koala Kare Products.
 - b. Model 100SS-SM, Foundations Worldwide, Inc.

2.8 UTILITY ROOM ACCESSORIES

- A. Storage Shelf: 18 gage satin-finished stainless steel, with 3/4 inch rolled or 1/2 inch channel edge at shelf front, with hemmed front edge and 16 gage mounting brackets.
 - 1. Location: Provide above mop sink.
 - 2. Product: B-298 x 36, Bobrick Washroom Equipment, Inc.
- B. Mop and Broom Holder: 0.028 inch thick stainless steel, Type 304, hat-shaped channel.
 - 1. Location: Provide above mop sink.
 - 2. Product: B-223 x 24, Bobrick Washroom Equipment, Inc.

END OF SECTION

SECTION 12 2113
HORIZONTAL LOUVER BLINDS

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Mark I Dustguard - 1 inch with LightMaster, Mark I Metallic, 5000 Series slats, 34 Brushed Aluminum as specified herein and manufactured by Levolor Contract, www.levolorcontract.com.

2.2 BLINDS WITHOUT SIDE GUIDES

- A. Description: Horizontal slat louvers hung from full-width headrail with full-width bottom rail.
- B. Manual Operation: Control of raising and lowering by cord with full range locking; blade angle adjustable by control wand.
- C. Blinds: Horizontal slat louvers hung from full-width headrail with full-width bottom rail; complying with WCMA A100.1.
 - 1. Light and privacy control: Provide blinds designed to block out light and increase privacy by eliminating route holes in slats.
- D. Metal Slats: Spring tempered pre-finished aluminum; square slat corners, with manufacturing burrs removed.
 - 1. Width: 1 inch.
 - 2. Thickness: 0.008 inch.
 - 3. Color: Brushed aluminum.
- E. Slat Support: Woven polypropylene cord, ladder configuration.
 - 1. Distance between slats: 21.5 mm.
- F. Head Rail: Pre-finished, formed steel box, with end caps; internally fitted with hardware, pulleys, and bearings for operation; same depth as width of slats.
 - 1. Headrails at doors: Provide with steel covers, of same finish as headrail.
 - 2. Height: 1.5 inches.
 - 3. Color: Same as slats.
- G. Bottom Rail: Pre-finished, formed steel; with end caps.
 - 1. Color: Same as headrail.
- H. Lift Cord: Braided polypropylene; continuous loop; complying with WCMA A100.1.
 - 1. Free end weighted.
- I. Control Wand: Extruded hollow plastic; hexagonal shape.
 - 1. Non-removable type.
 - 2. Length of window opening height less 3 inch.
 - 3. Color: Clear.
- J. Headrail Attachment: Wall brackets.
- K. Accessory Hardware: Type recommended by blind manufacturer.

END OF SECTION

SECTION 22 0000

PLUMBING

PART 1 GENERAL

1.1 DESIGN DATA

- A. All work shall comply with the California Plumbing Code 2019

PART 2 PRODUCTS

2.1 TOILETS

A. Male

1. (1) Water Closet (accessible) – wall hung, flush valve - touchless
 - a. Manufacturer: Zurn or equal.
 - b. Model: Z5615-BWL
2. (1) Urinal - touchless
 - a. Manufacturer: Zurn
 - b. Model: Z5755-U
3. (2) Lavatories – countertop mounted – touchless faucets
 - a. Manufacturer: Zurn or equal.
 - b. Model: Z5114
4. Floor Drain

B. Female

1. (2) Water Closets (1 – accessible) – wall hung, flush valve - touchless
 - a. Manufacturer: Zurn or equal.
 - b. Model: Z5615-BWL
2. (2) Lavatories – countertop mounted – touchless faucets
 - a. Manufacturer: Zurn or equal.
 - b. Model: Z5114
3. Floor Drain

2.2 JANITOR CLOSET

A. Mop Sink W/ Faucet

1. Manufacturer: Stern Williams or equal.
2. Model: MTB-2424

2.3 WATER FOUNTAINS

A. Manufacturer: Elkay or equal.

- B. (2) Two Electric Drinking Fountains: Mount one at accessible height and the other at standard height.

2.4 DOMESTIC WATER HEATER

- A. Manufacturer: A.O. Smith – Electric or equal.

B. Capacity: 30 Gallons

C. Energy Star Rated

2.4 PIPING & INSULATION

A. Domestic Water Piping: Copper with 1” thick flexible elastomeric cellular insulation.

B. Sanitary Waste/Vent Piping: PVC

C. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

END OF SECTION

SECTION 23 0000
HEATING, VENTILATING AND AIR-CONDITIONING

PART 1 GENERAL

1.1 DESIGN DATA

Location: Bishop California, Inyo County

- A. All work shall comply with the following codes:
 - 1. California Mechanical Code 2019
 - 2. California Energy Code 2019
 - 3. California Electrical Code 2019
 - 4. California Plumbing Code 2019

- B. Project Altitude: 4,150 FT

- C. Outside Air Design Conditions based on ASHRAE 90.1:
 - 1. Summer Outside Air Design Temperature: 101°F DB / 66°F WB
 - 2. Winter Outside Air Design Temperature: 19°F DB

- D. Cooling Mode Interior Performance:
 - 1. Daytime Setpoint: 75 °F, +/- 2°F.
 - 2. Setpoint Range: 75°F to 81°F.
 - 3. Interior Relative Humidity: 10 to 90% range.

- E. Heating Mode Interior Performance:
 - 1. Daytime Setpoint: 70 °F, +/- 2°F.
 - 2. Setpoint Range: 64°F to 70°F.
 - 3. Interior Relative Humidity: 10 to 90% range.

2.1 PACKAGED GROUND-MOUNTED HEAT PUMP UNITS

- A. Provide one of the following manufacturers:
 - 1. Trane
 - 2. Carrier
 - 3. Or Equal.

- B. Unit shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory.

- C. Units shall include colored and numbered wiring internal to the unit for simplified identification.

- D. Units shall be cULus listed and labeled, classified in accordance with Central Cooling Air Conditioners.
- E. Unit shall be mounted on stand / pre-manufactured curb at exterior of structure for ground-mounted installation.
- F. Suspended exposed supply ductwork
 - 1. Adjustable duct mounted diffusers for long throw.
- G. Return Air
 - 1. Provide sound isolation elbow at HVAC unit.
- H. Filters shall be a minimum of MERV 8.
- I. Thermostats
 - 1. Provide heating and cooling unit control as required by equipment manufacturer. Thermostat shall have system selector switch (off-heat-auto-cool) and fan control switch (auto-on). If the units have multiple heating/cooling stages, and/or multiple fan speeds, thermostat shall have the capability of selecting these options. The subbase shall provide system and fan switching at the thermostat location. Thermostat shall be compatible with a/c units incorporating outside air economizer.

2.2 EXHAUST FANS

- A. Provide one of the following manufacturers:
 - 1. Greenheck
 - 2. Loren Cook
 - 3. Or Equal.
- B. Minimum exhaust rate shall be 70 CFM per plumbing fixture (Water Closets, Urinals, etc.).
- C. Continuous exhaust operation when lights are on.
- D. Inline exhaust fan mounted above ceiling (below roof).
- E. Exhaust duct shall be routed up through roof and terminate with gooseneck.

2.3 DUCTWORK & INSULATION

- A. Supply Air Exposed Spiral Duct shall be galvanized steel with 1” thick duct liner and painted finish.
- B. Supply Air Round Duct shall be galvanized steel with 1-1/2” thick Flexible Fiber Glass insulation
- C. Return Duct shall be galvanized steel with 1” thick duct liner.
- D. Exhaust Duct shall be galvanized steel. No insulation is required.

2.4 TEST AND BALANCE

- A. Test and balancing shall be performed after installation of all equipment.

END OF SECTION

SECTION 26 0000
ELECTRICAL

PART 1 GENERAL

1.1 DESIGN DATA

- A. All work shall comply with the California Electrical Code 2019
- B. New service to be 240V single phase.

PART 2 PRODUCTS

2.1 POWER

- A. Provide power to HVAC equipment.
- B. Provide power for TSA security equipment.
- C. Provide a quad outlet for the airline at the boarding kiosk.
- D. Provide Convenience outlets at the following locations.
 - 1. Floor boxes throughout the waiting area for passenger use for electronic devices.
 - 2. Wall outlets at 8'-0" O.C. at the perimeter of the waiting area for passengers use for electronic devices.
 - 3. Painted finish.
- E. Provide power as required to lights and lighting control panel.
- F. Provide power to large equipment charging stations at the site.
 - 1. One charging station at northwest corner of existing terminal building and the second charging station is in the hanger.
 - 2. Charging station specifications: Posi-Charger provided by others installed by contractor.

2.2 LIGHTING AND LIGHTING CONTROLS

- A. All lighting to be LED.
 - 1. Interior lighting to be 3500K color temperature.
 - 2. All Lighting to be compliant with Title 24 standards.
- B. Building Interior Lighting
 - 1. TSA Security Checkpoint
 - a. Required lumens: 600 lumens @ 3'-0" a.f.f.
 - 2. TSA Screening Room
 - a. Required lumens: 500 lumens @ 3'-0" a.f.f.
 - 3. Waiting Area
 - a. Required lumens: 300 lumens @ 3'-0" a.f.f.
 - 4. Toilets
 - b. Required lumens: 400 lumens @ 3'-0" a.f.f.
 - 5. Janitor Closet
 - a. Required lumens: 200 lumens @ 3'-0" a.f.f.
 - 6. Provide a lighting control panel

- a. Any light switches in public areas shall be keyed.
 - b. All lighting controls to be compliant to Title 24 standards.
- D. Emergency Lighting
- 1. Provide low profile LED emergency lights (bug eyes) to comply with code.
- E. Building Exterior
- 1. Provide building or pole mounted lighting to illuminate walking surfaces.
 - a. Exterior lights controlled by timeclock or photocell.

2.3 SPECIAL SYSTEMS

A. Data and Telephone

- 1. Provide pathways (i.e. conduit, boxes and raceways)
- 2. Cabling and terminations to be provided by owner.

B. Fire Alarm System

- 1. Provide code compliant fire alarm system. Verify if existing alarm can be expanded.
- 2. Fire Alarm Design to be completed by NICET III Certified Technician and approved by Local Fire Marshall.

C. The following items are not included in the scope of the project.

- 1. Security System.
- 2. Door Access Controls System.
- 3. Surveillance Cameras / Recorders.
- 4. CATV or Satellite Video.
- 5. Intercom – Public Address.
- 6. Ambient music.
- 7. Internet – Wifi hotspot.

2.4 WIRING

- A. Install electric conductors and cables as indicated in compliance with manufacture’s written instructions, applicable requirements of NEC and NECA’s “Standards of Installation” and in accordance with recognized industry practices.
- B. Service Entrance: Type THHN/THWN single conductors in raceway or Type XHHW, single conductors in raceway for larger amperage requirements. Reference Conduit Conductor Schedule on the drawings.
- C. Feeders Concealed above ceilings, or in walls, partitions, and crawlspaces: Type THHN/THWN, single conductors in raceway Metal-clad cable, Type MC Nonmetallic-sheathed cable, Type NM.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN, single conductors in raceway Type XHHW, single conductors in raceway.
- E. Feeders in Cable Tray: Type THHN/THWN, single conductors in raceway Type XHHW, single conductors larger than No. 1/0 AWG Metal-clad cable, Type Nonmetallic-sheathed cable, Type NM.
- F. Branch Circuits Exposed or Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN, single conductors in raceway Metal-clad cable, Type MC Nonmetallic-sheathed cable, Type NM.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN, single conductors in raceway.
- H. Branch Circuits in Cable Tray: Type THHN/THWN, single conductors in raceway Metal-clad cable, Type MC.
- I. Minimum Branch Circuit Conductor Size: Provide the following minimum sizes for distances listed on 20A branch circuits to prevent excessive voltage drop. The circuit length shall be

measured along the length of the conductor from the circuit breaker in the panelboard to the last device on the circuit. Increase raceway size to comply with conductor fill requirements of NFPA 70.

1. Branch Circuit Voltage of 120V:
 - a. Circuit lengths less than 70 feet: Provide minimum #12 AWG conductor size.
 - b. Circuit lengths between 70 feet and 110 feet: Provide minimum #10 AWG conductor size.
 - c. Circuit lengths between 110 feet and 170 feet: Provide minimum #8 AWG conductor size.
 - d. Circuit lengths greater than 170 feet: Perform voltage drop calculations and provide conductor size to keep branch circuit voltage drop less than 3% with a 15 amp load.
2. Branch Circuit Voltage of 277V:
 - a. Circuit lengths less than 150 feet: Provide minimum #12 AWG conductor size.
 - b. Circuit lengths between 150 feet and 240 feet: Provide minimum #10 AWG conductor size.
 - c. Circuit lengths between 240 feet and 380 feet: Provide minimum #8 AWG conductor size.
 - d. Circuit lengths greater than 380 feet: Perform voltage drop calculations and provide conductor size to keep branch circuit voltage drop less than 3% with a 15-amp load.

2.5 PANELS

- A. Requirements: New Lighting and Appliance Branch-Circuit Panelboard for new addition. New Subpanel for all TSA power to be included in TSA controlled areas.
- B. Manufacturers:
 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Schneider Electric; Square D.
 4. Siemens Energy & Automation, Inc.
- C. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- D. Mains: Circuit breaker or Lugs only.
Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

END OF SECTION

WILSON
& COMPANY

APPENDIX A:
DOCUMENTS FROM SPRUNG
STRUCTURES INC.

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT

Sprung Structures Proposal

Inyo County Bishop Airport Terminal - 50 x 60



A Faster
Way to Build



Respectfully submitted to:

Inyo County Bishop Airport

May 24, 2021

Presented by:

Siobhan Kennedy
Business Development manager
Sprung Structures, Inc.
siobhan.kennedy@sprung.com
www.sprung.com





Overview

Dear Ashley Helms,

Sprung Structures is pleased to submit this proposal for the Bishop Airport Terminal Facility located in Bishop, California.

Supply, Delivery and Erection Timeline

Supply:

Sprung Structures will manufacture and supply the following structure as outlined in the attached drawings and quotation:

- 50' wide x 60.0' long (3000.00 sq. ft) Insulated Signature Series Sprung Structure

Delivery:

Depending upon accessories, Sprung Structures can normally be delivered from inventory within 3-4 weeks from order.

Erection Timeline:

- 20 days with a crew of 6 workers
 - 10 days with double shift
- (see quotation for further details)

Guarantee

- 50 year pro-rata guarantee on the aluminum substructure
- 25 year pro-rata guarantee on architectural membrane as per the attached Guarantee Certificate

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SPRUNG INSTANT STRUCTURES®

Our durable, precision-engineered structures are the solution of choice for a broad range of industries needing a fast, reliable and cost-effective building solution.

Sprung Instant Structures, Inc. located in Salt Lake City, Utah is a member of the Sprung Group of Companies in business since 1887, which has achieved international recognition by providing shelter solutions for thousands of different applications in over ninety countries throughout the world.

Sprung is the inventor of the stressed membrane structure, engineered to accommodate the world's need for enclosed space quickly and economically.

This innovative building solution utilizes architectural membrane panels placed under high tension within a non-corroding aluminum substructure. Sprung provides an optional superior performing energy efficient Johns Manville formaldehyde free insulation package.

With over 130 years of history directed by four generations of the Sprung family, this innovative structure system is continuously evolving through ongoing research and development programs.

The benefits of Sprung structures include: speed of erection, flexibility of use, customization and unparalleled engineering. Each Sprung structure is manufactured from the highest quality products and materials, and individually tested using strict performance measures. With a specialized high-strength aluminum alloy, our substructure has an unlimited lifespan. Sprung structures are engineered to meet or exceed the requirements of most building codes and standards.

The proven advanced and responsive building solution.

Our corporate and manufacturing facilities are located in Sprung structures. We showcase and enjoy the superior qualities and features that make a Sprung structure a sound business, environmentally-friendly, building choice.

Contact your closest Sprung office for more information on Sprung structures.



Sprung Instant Structures, Inc.
 5711 West Dannon Way
 West Jordan, UT, United States 84081





Aluminum Substructure

Sprung utilizes an extruded military grade aluminum substructure which provides superior performance, durability, and longevity. The Sprung aluminum substructure has an indefinite life expectancy and comes with a 50-year pro-rata guarantee. Our one piece extruded aluminum I-beam with membrane retainer is engineered to endure extreme weather and environmental conditions.

- ✓ Rustproof
- ✓ Versatile
- ✓ Environmentally Friendly
- ✓ Lightweight
- ✓ Economical
- ✓ Strong
- ✓ Long Lasting

Performance Architectural Membrane



Sprung's high performance architectural membrane is not only as tough, durable and color fast as conventional building materials, it offers real cost advantages, through energy efficiency, climate control and quicker build times.

- ✓ Tough
- ✓ Durable
- ✓ Color Fast
- ✓ Attractive
- ✓ Wide Range of Color Options
- ✓ Safe

We have membrane solutions for specific structure applications

- | | |
|---------------------------------------|--|
| For Permanent Structures | - Dupont TEDLAR Coated or Sprung's Kynar Coated Membrane |
| For Interim and Relocatable Buildings | - Sprung's Polyurethane Coated Membrane |
| For Cold Weather Installations | - Sprung's Low-Temperature Arctic Membrane |

Optional Performance Insulation



Sprung tensioned membrane structures are engineered to provide naturally better climate control with optimal heating and cooling efficiency. This virtually airtight system, combined with a fully lofted layer of fiberglass blanket insulation and tensioned interior membrane, contribute to a highly efficient building solution.

- ✓ Healthier Structure
 - formaldehyde-free fiberglass insulation
- ✓ Energy Efficiency
 - aluminum foil backing maximizing efficiency
- ✓ Sustainability

Immediate Building Solutions for Growing Airports



1 Auxiliary Baggage Handling

Sprung Structures can be constructed quickly, helping airports add baggage sorting capacity. Learn how Southwest Airlines used Sprung Structures for their baggage sorting needs at PHL.

www.sprung.com/case-study/southwest-airlines-auxiliary-baggage-handling



2 Conveyors Enclosures

Sprung has the experience and engineering capability to provide customized conveyor covers designed for airport applications. Learn how Delta used Sprung to cover their conveyor system at LAX.

www.sprung.com/case-study/delta-conveyor-cover



3 Terminal Lounges/Gate

Rapidly growing airports need additional gates for customers to gather during expansion and construction phases. See how Charles Shultz Airport grew using Sprung Structures..

www.sprung.com/case-study/charles-m-schultz-sonoma-airport



4 Terminal Expansion

Sprung structures provide a fast solution that provides additional space for gates, car rentals, passenger staging, retail and food services. Reno Tahoe International Airport used Sprung during their 2 year expansion..

www.sprung.com/case-study/reno-tahoe-international-airport



5 Connecting Corridors

Sprung’s engineered connecting corridor system provides a safe, reliable and cost effective solution to enclose any walkway. Available in width’s 10’, 14’ 3”, 19’2” by any length. Connecting corridors can be constructed quickly with no foundations required. www.sprung.com/case-study/john-c-munro-hamilton-international-airport



6 Cargo Sorting Area

Add additional capacity immediately to existing airport operations. Our clear-span building solutions offer the ultimate in flexibility that can be relocated as needs change. Learn how PolarAir increased their cargo sorting capacity utilizing Sprung Structures. www.sprung.com/case-study/polar-air-cargo-schiphol-airport



7 Tail Cover

An innovative solution to accommodate large aircraft for MRO facilities. Sprung tail covers are easily moved into place providing additional protection for equipment and personnel. Learn more. www.sprung.com/aircraft-maintenance-tail-cover



8 Snow Removal Equipment Storage

Sprung structures are well suited for airports with consistent high winds and heavy snow. The clear-span design allows drive through direction for large vehicles without restriction, ensuring speed and safety during harsh weather operations, while strategically located on the runway’s edge. Learn how the Denver Airport used Sprung Structures to support their Snow Removal operations. www.sprung.com/case-study/denver-international-airport



9 Vehicle Inspection

Drive through design allows inspection and servicing of vehicles. See how SFO used Sprung Structures for vehicle inspection. www.sprung.com/case-study/sfo-ground-transportation-unit



10 Emergency Shelter

Critical airfield operations like fire and emergency services require immediate on-site facilities. Airports around the world use Sprung structures to expand their services. See Hartsfield-Jackson Atlanta International Airport used Sprung for their emergency services structures. www.sprung.com/case-study/hartsfield-jackson-atlanta-international-airport/



11 Hangar

Sprung offers a wide variety of solutions for aircraft hangers. From helicopters to some of the largest fixed wing aircraft in the industry, Sprung builds permanent and temporary structures designed for your specific needs. Al Maktou International Airport used two interim hangars until their permanent hangars were built. www.sprung.com/case-study/helicopter-hangars-al-maktoum-international-airport



12 Ground Equipment Storage

An easy relocatable ground equipment storage solution. See how Calgary Airport uses a Sprung for ground equipment storage. www.sprung.com/calgary-airport-ground-equipment-storage/



A Faster Way to Build

May 24, 2021

Ashley Helms
Inyo County Airport
703 Airport Road
Bishop, California 93514

Dear Ms. Ashley Helms

We are pleased to submit the following quotation for a Sprung Structure to be located at your site in Bishop, California . Sprung is the inventor of the stressed membrane structure which has been patented worldwide. With over 130 years of experience, Sprung offers an innovative, cost effective building alternative which dramatically accelerates construction timelines while providing complete flexibility for the future.

STRUCTURE DESCRIPTION:

Signature SERIES 50 feet wide by 60 feet long, including the following accessories:

- 1 - Inyo County Airport Graphic Logo at Entrance
2 - Engineered Flat Ends, each c/w 1 bay of domestic cable bracing
1 - Full Height Insulated Interior Partition with Uprights
1 - 10' Wide Connecting Corridor with Transition Bumper
1 - 14'3" Wide Connecting Corridor with Transition Bumper
1 - Corrosion Resistance Package
1 - Insulated Single Personnel Door c/w High Traffic Panic & Closer (3'0" x 7'0") in Flat End
2 - Double Glass Doors c/w High Traffic Panic & Closers (6'0" x 7'0") R4 in Flat End
3 - LED Hood Lights above Personnel Doors 120-277, 50 or 60 Hz c/w Bracket and Photocell
4 - Tempered Safety Glass Windows 85" X 63"- Insulated R4.0
2 - Standard Framed Openings for insulated structure - size 4' wide by 4' high and smaller
4 - Penetration Kits for insulated structures (Medium) 3" to 6"
6 - Hanging Bracket Adapter
12 - Interior Suspension Eye nuts Maximum Load 300 LBS
12 - RT60L-277V/30A LED Interior Light Fixtures (Plug and Play) - 18000 Lumens c/w Brackets and Electrical Boxes
28 - Interior Suspension Eye nuts Maximum Load 75 LBS
- 8" (R-25) blanket of foil backed fiberglass insulation c/w white interior liner membrane
- Conduit Holes Set as per diagram provided by Sprung
- Engineered Stamped Drawings
- Perimeter Flat Bar
- Tedlar or Kynar opaque membrane with Daylight Panels (Colored Tedlar or Kynar)

Two single personnel doors have been substituted for this item

10 - 18,000 lumen lights and 2 - 6,000 lumen lights

ELECTRICAL:

It is the responsibility of your contractor to connect any and all electrical for any options requiring power. Electrical specifications can be provided

ARCHITECTURAL

Tedlar® or Kynar coated opaque membrane, available in a wide range

Sprung Instant Structures Inc | 1686 15th Street, San Francisco, California, USA 94103 | 1.800.528.9899 | 415.934.9370 | info@sprung.com

sprung.com

MEMBRANE: of colors, please contact local Sprung sales office.

AVAILABILITY: Normally from inventory.

SPECIAL CORROSION PROTECTION: Sprung structures utilize a military grade, corrosion resistant aluminum substructure, which offers unrivalled corrosion protection. Depending on the shape, size and accessories selected for your structure, there may also be a limited number of miscellaneous steel components required. For long term performance of all steel components, they will be treated with two complementing types of ZINC based protection. The steel is first hot dipped galvanized, post production, to ASTM A123. The second type of protection is a two-stage powder coat with a ZINC hybrid primer and UV stable top coat. All structural bolts will be provided with a proprietary zinc flake coating.

LED Lighting: This quotation includes an LED lighting proposal. This lighting package is designed to provide on average of 75-100 (+/-) foot candle of light intensity throughout the structure, based on the drawing that is attached to this quotation. At the time of your structure order, Sprung will commission a computerized light study to verify exact light intensity for your specific structure configuration and application. With this light study we will consult with you to determine if an increase or decrease to the proposed lighting is required, at which time light costs will be adjusted accordingly. Installation of lights and associated electrical by others.

INTERIOR HANGING DETAILS: Sprung Instant Structures offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC and any other items that may need to be suspended from the interior of the structure. The type and size in each case will depend on weight and proposed position. Please contact your Sprung representative for diagrams and further details.

ERECTION: We will supply a Technical Consultant on site to provide information about structure assembly and erection and will supply hand tools for your use, at no charge. The Technical Consultant is not authorized to perform any other services. Customer is responsible for supervision of and safety compliance in structure location, assembly and erection.

Required equipment and manpower:

- a) Manlifts
- b) Appropriate fall protection (body harness and lifeline).
- c) Electrical power to site.
- d) Estimated 6 workmen for approximately 20, 8 hour working days, approximately half of which should be manlift qualified. Total manhours to complete is estimated at 960.
- e) A supervisor with construction experience.

PICKER: We request that you supply a picker with operator and rigger to assist in raising the free span aluminum beams will be required during the erection sequence. It will be needed for approximately 4 hours.

HAND TOOLS: Although specialized hand tools are supplied for your use at no charge, you are responsible for the tools while they are at your site and until picked up by Sprung following completion of the erection of the structure.

ANCHORAGE: Concrete Footing. Base reactions will be provided when required.

DISMANTLING: Rented structures will require our Technical Consultant for dismantling. The same terms as outlined above under the heading "Erection" and "Technical Consultant" will apply. It will be your responsibility to return the structure and tools, prepaid, to the depot in Salt Lake City, Utah.

PURCHASE PRICE	
STRUCTURE AND ACCESSORIES AS ABOVE: F.O.B. Salt Lake City, Utah, USA, including 7.75% sales and/or use taxes.	\$264,317.22
TERMS, O.A.C: 50% with order; balance upon delivery of the structure.	

ADDITIONAL CHARGES	
Technical Consultant Per Diem: Although the Technical Consultant is supplied, his travel, accommodation and meals will be charged to you at a fixed cost (7.75% tax included) of	\$23,608.03
Delivery: On your behalf, we can arrange for delivery of this structure by commercial carrier to your site in Bishop, California at the fixed cost shown. This structure is sold F.O.B. Utah. Sprung will maintain responsibility for the shipment and will insure the shipment up until the point of delivery. Customer is responsible to receive and unload freight in a timely manner.	\$5,340.00

PERMITS, LICENSES AND TAXES: It will be your responsibility to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet the CBC 2019 and IBC 2018.

ONSITE ENGINEERING INSPECTIONS: If onsite engineering inspections are required, please advise our sales office to request a quotation. These services will be quoted at our cost. Onsite inspections are not included as a part of Engineered Stamped Drawings.

GUARANTEE: To demonstrate our confidence in the quality and longevity of the Sprung Structure, our product comes with a 50 year pro-rata guarantee on the aluminum substructure and an architectural membrane pro-rata guarantee, in accordance with the attached Guarantee Certificate.

NOTE: This quotation is valid for 60 days.

Thank you for the opportunity to submit this quotation and we look forward to being of service to you in the future.

Yours very truly,
Siobhan Kennedy

Business Development Manager
SPRUNG INSTANT STRUCTURES, INC.

Sprung Instant Structures

This Guarantee is presented to:

Inyo County Airport

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membranes which deteriorate from any of the aforementioned factors within Tedlar/Kynar TWENTY FIVE (25) YEARS from the date of delivery of the structure(s).

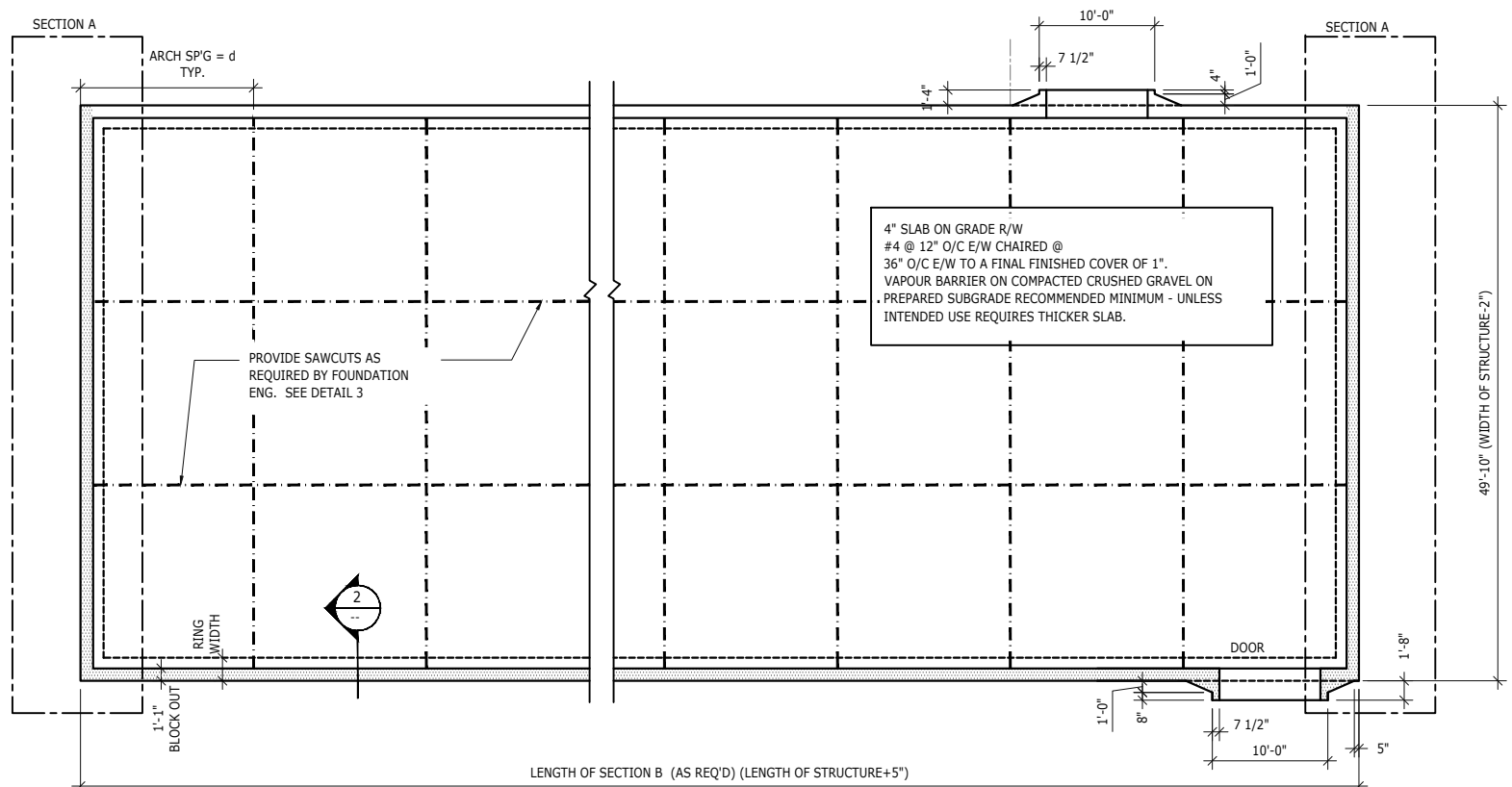
EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within FIFTY (50) years from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

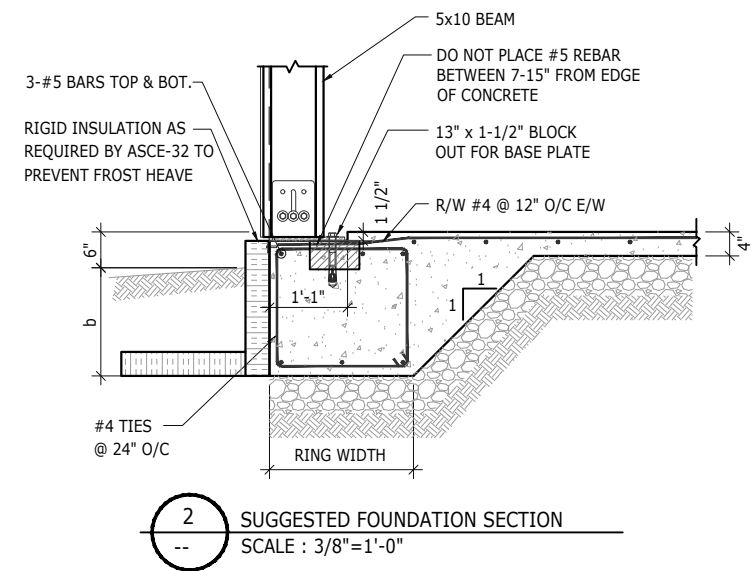
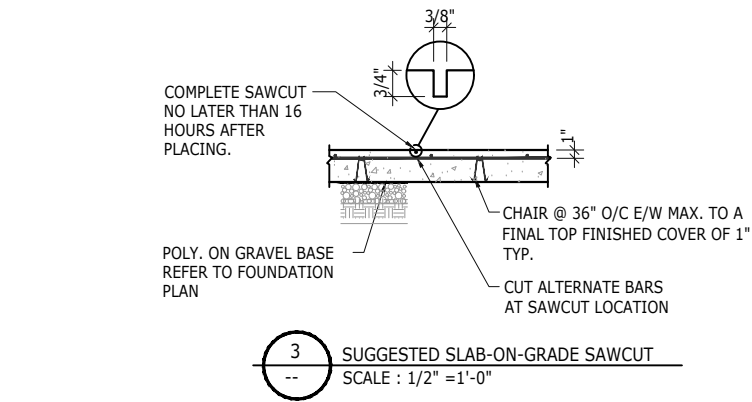
May 24, 2021

PHIL SPRUNG - PRESIDENT



USE COLUMN BASE LAYOUT DRAWING FOR FOUNDATION CONCRETE DIMENSION

1 CONCRETE SLAB PLAN
SCALE 1/16"=1'-0"



NOTE:
THE INFORMATION ON THIS DRAWING IS PROVIDED FOR THE PURPOSE OF PRELIMINARY ESTIMATES ONLY. THIS DRAWING IS NOT FOR CONSTRUCTION. FINAL DESIGN OF THE CONCRETE FOUNDATION IS TO BE DETERMINED BY A LOCAL ENGINEER USING SOIL ANALYSIS AND DESIGN NOTES FOR THE SPECIFIC STRUCTURE IN QUESTION. USE SPRUNG PROVIDED COLUMN BASE LAYOUT DRAWING FOR CONCRETE DIMENSIONS

Wind EXP.C MPH ASCE-7-10	Wind EXP.C MPH ASCE-7-98	Wind EXP.C MPH ASCE-7-93	Arch Spacing "d" ft	Ring width in.	Dim b (inch)	Section A 1 END ONLY		Section B PER FOOT LENGTH	
						Conc. yd3	Reinf.lbs	Conc. Yd3	Reinf.lbs
110	85	68	-	24	12	7.4	451	0.83	83
115	89	71	-	24	12	7.4	451	0.83	83
120	93	74	-	24	14	8.5	458	0.87	83
125	97	77	-	24	14	8.5	458	0.87	83
130	101	81	-	24	16	9.6	464	0.91	83
135	105	84	-	24	18	10.8	470	0.95	83
140	108	87	-	24	20	12.1	477	1.00	83
145	112	90	-	24	20	12.1	477	1.00	83
150	116	93	-	24	22	13.4	483	1.05	84
155	120	96	-	24	24	14.8	489	1.10	84
160	124	99	-	24	24	14.8	489	1.10	84
165	128	102	-	24	26	16.2	495	1.15	84
170	132	105	-	24	28	17.6	501	1.20	84
175	136	108	-	24	28	17.6	501	1.20	84
180	139	112	-	24	30	19.1	508	1.26	84
185	143	115	-	24	32	20.7	514	1.32	84
190	147	118	-	24	32	20.7	514	1.32	84
195	151	121	-	24	34	22.3	520	1.38	84
200	155	124	-	24	36	24.0	527	1.44	84

NOTE: SLAB/ PERIMETER FDN QUANTITIES

	CONCRETE SLAB AREA (FT2)	PERIMETER FOUNDATION LENGTH (FT)
SECTION A	N/A	2x49.83
SECTION B	49.83 X LENGTH OF SECTION B	2X LENGTH OF SECTION B

ABBREVIATIONS

E/W	= EACH WAY
O/C	= ON CENTER
TYP	= TYPICAL
R/W	= REINFORCED WITH
REINF.	= REINFORCING STEEL
SP'G	= SPACING

GENERAL CONDITIONS
GENERAL NOTES DIVISION

- Code
Design is in accordance with:
A- IBC 2012 & ASCE-7-10 & LATER
B- IBC 2000-2012 & ASCE-7-98 TO 10
C- UBC & ASCE-7-93
ALL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THESE CODES.
- Design Loads
(Refer to individual floor plans for details for additional loading requirements.)
Live Loads:
Roof: 8 psf
Dead Loads:
Utility Load Allowance 2 psf
Structural Self Weight
Self Weight of Concrete 120 pcf
Wind Design Loads:
A- 1/700 year 3 second gust wind speed without wind direction factored applied.
B- 1/50 year 3 second gust wind speed without wind direction factored applied.
C- 1/50 year fastest mile wind speed without wind direction factored applied.

Appropriate gust and exposure factors in accordance with appropriate code applied to above pressures.

Pressure factors in accordance with wind tunnel tests applied to above pressures.

- Material Estimate Material estimates were calculated using LRFD factors.

No wastage of material was assumed.

Sample Calculation:
A material estimate may be calculated in the following manner, using the plan and mass quantity table.
Sample structure: 210' long with two flat ends in ASCE-7-10, 115 Mph Exp. C wind.

Finished Area	= Area Section B	= 49.83 x 210 = 10465 sq. ft.
Concrete	= 2 x (Conc.Vol.) Section A + (Conc. Vol./ft) Section B x Length	= 2 x 7.4 + 0.83 x 210 = 189 cubic yards
Reinforcing steel	= 2 x (Reinf. mass Section A) + Reinf. mass Section B x Length	= 2 x 451 + 83 x 210 = 18332 lbs
Perimeter Fdn	= 2 x (Perimeter Section A + Perimeter Section B)	= 2 x (49.83 + 210) = 520 ft

Note: underlined values are from Mass Quantity Table. Account for wastage

DIVISION 2 - SITE CONDITIONS

- Soil capacity shall be verified by a Professional Engineer registered in the State.
- Footings are to bear on soil capable of 1000 psf.

DIVISION 3 - CONCRETE

- All concrete shall have a minimum 28-day compressive strength of 3000 psi. All concrete in contact with the soil shall use Type 5 cement unless testing permits otherwise.
- Reinforcing steel grade 60 ksi.
- Use best industry practice and ACI Manual of Practice, latest edition, when placing concrete and reinforcing steel.

DIVISION 4 - MASONRY Not Used

DIVISION 5 - METALS Not Used

DIVISION 6 - WOOD Not Used

	702, 7015 MACLEOD TR. S.W. CALGARY, ALBERTA T2H 2K6 TEL. (403)265-4405 FAX. (403)245-6545	COPYRIGHT RESERVED. THIS DRAWING AND DESIGN IS AND AT ALL TIMES REMAINS THE EXCLUSIVE PROPERTY OF KTA STRUCTURAL ENGINEERS AND CANNOT BE USED WITHOUT THE ENGINEER'S CONSENT	
	CLIENT: SPRUNG INSTANT STRUCTURE	DATE: NOV., 2018	JOB NUMBER: 2004-010-006
PROJECT NAME: SPRUNG STRUCTURE CONCRETE ESTIMATE	SCALE: AS SHOWN	DRAWN BY: NO	
PROJECT ADDRESS: USA	APPROVED BY: DPT	SK-50F	
DRAWING NAME: CONCRETE ESTIMATE - 50' FLAT ENDS			



A Faster Way to Build

Required Manpower & Equipment for the Erection of an Insulated Sprung Instant Structure 50' (15.24m) in Width

Sprung will supply a Technical Consultant on site to provide information about structure assembly and erection and will supply hand tools for the Buyer's/Lessee's use. Sprung's Technical Consultant is not authorized to perform any other services. The Buyer/Lessee alone is responsible for supervision of and safety compliance in structure location, assembly and erection.

The Lessor's Technical Consultant is supplied for an 8-hour day, 5 days per week. Any request for overtime must be agreed to in writing by Buyer/Lessee prior to overtime taking place and will be charged to the Buyer/Lessee at the contract rate.

If Buyer/Lessee chooses to use less manpower or less equipment to erect the structure than what is outlined in the quotation/purchase agreement provided, this will extend the number of days for erection. The extra charge for the Technical Consultants time, meals, accommodation, and ground transportation will be \$945.00 for each day over and above the time allowance above.

Each worker expected to operate an aerial manlift should be qualified to do so. This includes operation of the equipment as well as the proper use of the personnel fall protection. Training can be easily obtained from the rental company supplying the equipment.

You will also be required to supply a site supervisor with construction experience to direct your labor force thereby ensuring your project is completed according to your schedule.

- Manpower 6 workers
Equipment 1 Scissor Lift /w 20' (6m) high working deck
2 Man Lift /w 40' (12m) boom
Power supply
Crane1 /w 50' (15m) stick
Appropriate Fall Protection (body harness & lifeline) 2
Forklift 8000 lb (3600kgs) (to offload truck & stage materials)

Per Mfr: Forklift typically only required for first days of erection offloading and laying out materials, but you may want it on site longer for moving materials around. Telescoping forklift preferred.

1 The crane must be capable of lifting 925 lbs (420 kgs) from a distance of 30' (9m). This weight refers only to the arch. The rigging will add weight as well. Consult your crane supplier to determine the exact crane size required.

2 Please refer to the recommendations on the last page of this document.

Per Mfr: Add Dunnage. Blocks of wood used to support the arches during ground assembly. Use approximately three pieces of dunnage for each curve and straight beam. Recommended 4"x4"x 24". Used during the assembly phase at the beginning of the project.

Additional fees for Technical Consultant will be the responsibility of the contractor.

Recommended Fall Protection for an Insulated Sprung Structure – 50' (15.24m) Width

These fall protection recommendations are not intended to interfere with the contractor's right and responsibility to determine appropriate means or methods of fall protection. They are recommendations subject to the contractor's review for applicability and safe use on the contractor's project or other equally safe fall protection system as determined by the contractor.

Full Body Harness

100' (30m) Vertical Lifeline 5/8" c/w safety clasp

6ea



2ea



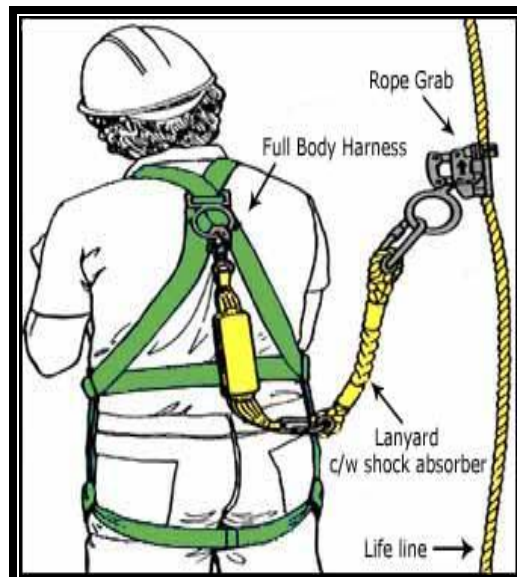
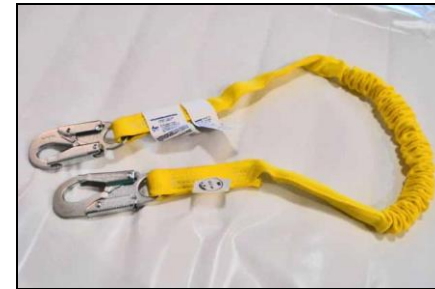
Rope Grab: c/w the anti – panic feature

Lanyard: Energy shock – Absorbing

2ea



6ea



Advanced LED Commercial Lighting Technology

Energy Saving | Surge Protection | Heat Reduction

Stellar Smart Energy Solutions designs and produces advanced LED lighting systems and operating software for commercial installations and indoor agriculture.

Stellar LED lighting technology significantly reduces energy costs, protects against power surges, and lowers radiant heat. Warehouse, factory and outdoor installations use local mesh networking to monitor performance and control brightness and timing of each isle or section of the facility. In warehouse isles Stellar lighting control sensors have the unique ability to determine the number of people or forklifts coming and going and then dim the lights when empty to save energy.



Stellar 60" Light Fixture

ENERGY SAVINGS | 50-80%

The Stellar team conducts an on-site energy use assessment to generate a power savings profile. Then, needs and functionality are determined to provide a complete cost/benefit analysis. A 50-80% energy savings can be expected from a basic installation.

RETROFIT | MODULARITY

A key advantage of the Stellar LED system is the ease of installation over existing construction and the modular design that expands each fixture to provide the exact luminance required. Speed of installation and the ability to use existing wiring greatly reduces costs.

Savings over 70% can be achieved when replacing sodium vapor lamps with Stellar's complete Smart Energy LED solution.

STELLAR LED LIGHTING ADVANTAGES

- Lower Energy Costs
- Power Surge Protection
- LED Longevity
- Heat Management
- Lighting Controls | Dimmable
- Wireless Mesh Networking
- No Secondary Comm. Line
- Flexible Modular Design
- Monitoring Sensors
- Moisture Resistant
- Dust Resistant
- Corrosion Resistant
- Bird Nest Resistant
- No Bulky Heat Sync or Ballasts
- Installs Over Existing Wiring

GENERAL INFORMATION

MANUFACTURER:	Stellar Smart Energy Solutions, LLC
MODEL NUMBER:	RT60L277V E4210586
DRIVER MODEL NUMBER:	CUSTOM DRIVER

TEST SUMMARY

TOTAL LUMENS:	17931.89
EFFICACY:	103.16
COLOR RENDERING INDEX:	84.5
CORRELATED COLOR TEMPERATURE:	5720
INPUT VOLTAGE (VAC/60HZ):	277.02
INPUT CURRENT (AMP):	0.7923
INPUT POWER (W):	173.82
INPUT POWER FACTOR:	0.7919
CURRENT ATHD (%):	76.2%

LED & DRIVER SPECIFICATIONS

DIMMABLE	1%-100%**	POWER FACTOR	> .90*
INPUT FREQUENCY (HZ):	50/60Hz	THD	< 20%*
LIFETIME RATING:	60,000 hours @ 80o C	SURGE PROTECTION	10kV

*Can be adjusted based on custom requirements and configurations

** Dimming options included with Stellar Smart software

*** Range of variability is +/- 10% of the specified voltage

LUMINAIRE

PART #	BOM #	DESCRIPTION
RT20L208V	1	208V 20" UD 2.0 Asm
RT20L240V	2	240V 20" UD 2.0 Asm
RT20L277V	3	277V 20" UD 2.0 Asm
RT40L208V	4	208V 40" UD 2.0 Asm
RT40L240V	5	240V 40" UD 2.0 Asm
RT40L277V	6	277V 40" UD 2.0 Asm
RT60L208V	7	208V 60" UD 2.0 Asm
RT60L240V	8	240V 60" UD 2.0 Asm
RT60L277V	9	277V 60" UD 2.0 Asm
RT80L208V	10	208V 80" UD 2.0 Asm
RT80L240V	11	240V 80" UD 2.0 Asm
RT80L277V	12	277V 80" UD 2.0 Asm



FIG. 1 LUMINAIRE

WPLED26/PC RCL



Color: Bronze

Weight: 7.5 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type: Constant Current
120V: 0.26A
208V: N/A
240V: N/A
277V: N/A
Input Watts: 30W
Efficiency: 88%

LED Info

Watts: 26W
Color Temp: 5000K (Cool)
Color Accuracy: 73 CRI
L70 Lifespan: 100000
Lumens: 3475
Efficacy: 118 LPW

Technical Specifications

Electrical

Photocell:

120V Button Photocell Included. Photocell is only compatible with 120V.

Driver:

Multi-chip 26W high output long life LED Driver Constant Current, 720mA, Class 2, 6kV Surge Protection, 100V-277V, 50-60 Hz, 100-240V.4 Amps.

Listings

cUL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.
DLC Product Code: P000017IC

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period

Color Uniformity:

RC's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IP Rating:

Ingress Protection rating of IP66 for dust and water

Finish:

Formulated for high-durability and long lasting color

Ambient Temperature:

Suitable For use in 40°C (104°F) ambient temperatures

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Green Technology:

Mercury and UV-free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOCs or toxic heavy metals.

Other

Thermal Management:

Cast aluminum Thermal Management system for optimal heat sinking. The LPACK is designed for cool operation, most efficient output and maximum LED life by minimizing LED junction temperature.

Equivalency:

Equivalent to 175W Metal Halide

HID Replacement Range:

Replaces 150 - 200W Metal Halide

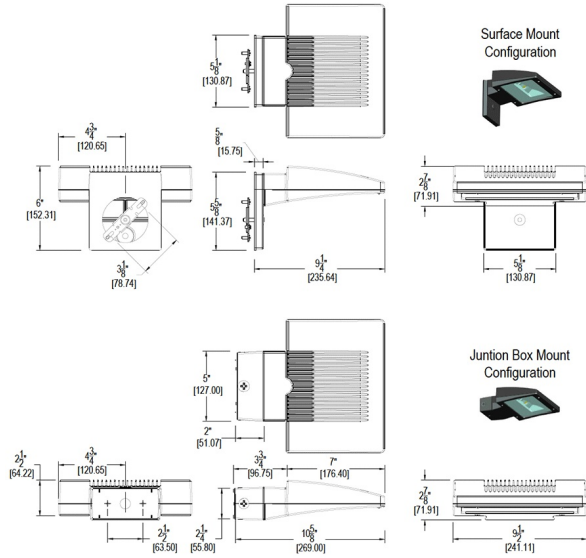
For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction

WPLED26/PC RCL



Dimensions



Features

- Ultra-high efficiency 20 Watt wallpack
- Maintains 70% of initial lumens at 100,000 hours
- Weatherproof high temperature silicone gaskets
- Superior heat sinking with die cast aluminum housing and external fins
- Replaces 100W MH
- 100 up to 277 Volts
- 5-year warranty

APPENDIX B:
TITLE 24 REPORTS

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT

BUILDING ENERGY ANALYSIS REPORT

PROJECT:

Bishop Airport
703 Airport Road
Bishop, CA 93514

Project Designer:

Inyo County Public Works
186 Edwards Street
Independance , CA 93526
760-878-0200

Report Prepared by:

Jam Hezar
Alliance 24 Title
325 Berry Street
San Francisco, CA 94158
(530)902-4387

Job Number:

21-06140

Date:

6/28/2021

The EnergyPro computer program has been used to perform the calculations summarized in this compliance report. This program has approval and is authorized by the California Energy Commission for use with both the Residential and Nonresidential 2019 Building Energy Efficiency Standards.

This program developed by EnergySoft Software – www.energysoft.com.

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Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
<i>This document is used to demonstrate compliance with requirements in §110.9, §110.12(c), §130.0, §130.1, §140.6 and §141.0(b)2 for indoor lighting scopes using the prescriptive path.</i>		
Project Name:	Bishop Airport	Report Page: (Page 1 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

A. GENERAL INFORMATION						
01	Project Location (city)	Bishop		04	Total Conditioned Floor Area (ft ²)	3,285
02	Climate Zone	16		05	Total Unconditioned Floor Area (ft ²)	0
03	Occupancy Types Within Project (select all that apply):			06	# of Stories (Habitable Above Grade)	1
<input checked="" type="checkbox"/>	Office	<input type="checkbox"/>	Retail	<input type="checkbox"/>	Warehouse	<input type="checkbox"/>
<input type="checkbox"/>	Parking Garage	<input type="checkbox"/>	High-Rise Residential	<input type="checkbox"/>	Relocatable	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Hotel/Motel	<input type="checkbox"/>
				<input type="checkbox"/>	School	<input checked="" type="checkbox"/>
					Healthcare	<input checked="" type="checkbox"/>
					Other (Write in)	See Table I

B. PROJECT SCOPE				
<i>This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(b)2 for alterations.</i>				
Scope of Work		Conditioned Spaces		Unconditioned Spaces
01		02	03	04 05
My Project Consists of (check all that apply):		Calculation Method	Area (ft ²)	Calculation Method Area (ft ²)
<input checked="" type="checkbox"/> New Lighting System		Area Category Method	3285	Area Category Method 0
<input type="checkbox"/> New Lighting System - Parking Garage				
Total Area of Work (ft²)		3285		0

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name:	Bishop Airport	Report Page: (Page 2 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per §140.6(b)1	Allowed Lighting Power per §140.6(b) (Watts)					=	≥	Adjusted Lighting Power per §140.6(a) (Watts)			Compliance Results	
	01	02	03	04	05			06	07	08		09
	Complete Building §140.6(c)1 (See Table I)	Area Category §140.6(c)2 (See Table I)	Area Category Additional §140.6(c)2G (+) (See Table J)	Tailored §140.6(c)3 (+) (See Table K)	Total Allowed (Watts)			Total Designed (Watts) (See Table F)	Adjustments	Total Adjusted (Watts) *Includes Adjustments		05 must be >= 08 §140.6
									PAF Lighting Control Credits §140.6(a)2 (-) (See Table P)			
Conditioned		2,125	0		=	2,125	≥	2,027	0	=	2027	COMPLIES
Unconditioned					=		≥			=		
Controls Compliance (See Table H for Details)											COMPLIES	
Rated Power Reduction Compliance (See Table Q for Details)												

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all permanent designed lighting and all portable lighting in offices.

Designed Wattage: Conditioned Spaces

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change ¹	Watts per luminaire ²	How is Wattage determined	Total Number of Luminaires	Excluded per §140.6(a)3	Design Watts	Field Inspector	
									Pass	Fail
174W	RT60L-277V-174W	No	No	174	CEC Default	10	No	1,740	<input type="checkbox"/>	<input type="checkbox"/>

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name:	Bishop Airport	Report Page: (Page 3 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

F. INDOOR LIGHTING FIXTURE SCHEDULE

2x4(2)	2x4 Recessed (2)17.5W LED T8	No	No	35	Mfr. Spec	5	No	175	<input type="checkbox"/>	<input type="checkbox"/>
56W	56W	No	No	56	CEC Default	2	No	112	<input type="checkbox"/>	<input type="checkbox"/>
Total Designed Watts: CONDITIONED SPACES								2,027		

¹FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per [§140.6\(a\)4B](#) is adjusted to be 75% of their rated wattage. Table F automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05.

²Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per [§130.0\(c\)](#) Wattage used must be the maximum rated for the luminaire, not the lamp.

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces. When a control having a * is shown, the notes section of this table provides more detail on how compliance is achieved. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.

Building Level Controls

01	02	03	
Mandatory Demand Response §110.12(c)	Shut-off controls §130.1(c)	Field Inspector	
		Pass	Fail
Not Required <= 10,000 SF	See Area/Space Level Controls	<input type="checkbox"/>	<input type="checkbox"/>

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name:	Bishop Airport	Report Page: (Page 4 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

H. INDOOR LIGHTING CONTROLS (Not including PAFs)**Area Level Controls**

04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Area Controls §130.1(a)	Multi-Level Controls §130.1(b)	Shut-Off Controls §130.1(c)	Primary/Sky lit Daylighting §130.1(d)	Secondary Daylighting §140.6(d)	Interlocked Systems §140.6(a)1	Field Inspector	
								Pass	Fail
Restroomws	Restrooms	Manual ON/OFF	Dimmer	Occupancy Sensor	N/A	N/A	No	<input type="checkbox"/>	<input type="checkbox"/>
Waiting+Offices	Lounge Breakroom or Waiting Area	Manual ON/OFF	Bi-level Switch	Occupancy Sensor	N/A	N/A	No	<input type="checkbox"/>	<input type="checkbox"/>
Hallway	Corridor Area	Manual ON/OFF	Dimmer	Occupancy Sensor	N/A	N/A	No	<input type="checkbox"/>	<input type="checkbox"/>
*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved. EX: Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general lighting; EXCEPTION 1 to §130.1(d)2					13				
					Plan Sheet Showing Daylit Zones:				

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per [§140.6\(b\)](#) are included in this table. Column 06 indicates if additional lighting power allowances per [§140.6\(c\)](#) or adjustments per [§140.6\(a\)](#) are being used.

Conditioned Spaces

01	02	03	04	05	06	
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft ²)	Area (ft ²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment	
					Area Category	PAF
Men bathrooms	Restrooms	0.65	167.5	108.9	No	No
Women bathrooms	Restrooms	0.65	167.5	108.9	No	No
Gates/Waiting	Lounge Breakroom or Waiting Area	0.65	1,640	1,066	No	No
office(TSA Screeing)	Lounge Breakroom or Waiting Area	0.65	945	614.2	No	No
office(Private Screeing)	Office 250 square feet or less	0.7	80	56	No	No

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E	
Project Name:	Bishop Airport	Report Page:	(Page 5 of 7)
Project Address:	703 Airport Road	Date Prepared:	6/28/2021

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Hallway	Corridor Area	0.6	285	171	No	No
TOTALS:			3,285	2,125	See Tables J, or P for detail	

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name:	Bishop Airport	Report Page: (Page 6 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="radio"/>	<input type="radio"/>	NRCI-LTI-01-E - Must be submitted for all buildings	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCI-LTI-02-E- Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room or a theater to be recognized for compliance.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCI-LTI-05-E- Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCI-LTI-06-E- Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	<input type="checkbox"/>	<input type="checkbox"/>

U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection have been changed by the permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and any with "-A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/title24/attcp/providers.html>

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="radio"/>	<input type="radio"/>	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-LTI-05-A. - Must be submitted for institutional tuning power adjustment factor (PAF)	<input type="checkbox"/>	<input type="checkbox"/>

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

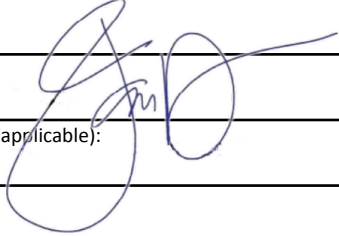
Indoor Lighting

NRCC-LTI-E

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name:	Bishop Airport	Report Page: (Page 7 of 7)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Jam Hezar	Documentation Author Signature: 
Company: Alliance 24 Title	Signature Date: 2021-06-28
Address: 325 Berry Street	CEA/ HERS Certification Identification (if applicable): 6262
City/State/Zip: San Francisco CA 94158	Phone: (530)902-4387

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Ashley Helms	Responsible Designer Signature:
Company: Inyo County Public Works	Date Signed: 2021-06-28
Address:	License:
City/State/Zip: Bishop CA 93907	Phone: 760-878-0200

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

MECHANICAL MANDATORY MEASURES

1. THE AIR CONDITIONING UNITS MAY BE INSTALLED ONLY IF THE MANUFACTURER HAS CERTIFIED THAT THE EQUIPMENT MEETS OR EXCEEDS ALL APPLICABLE EFFICIENCY REQUIREMENTS LISTED IN 112 OF THE ENERGY EFFICIENCY STANDARDS.
 2. PIPING, EXCEPT THOSE CONVEYING FLUIDS AT TEMPERATURES BETWEEN 60 DEG F AND 105 DEG F, OR WITHIN HVAC EQUIPMENT SHALL BE INSULATED IN ACCORDANCE WITH STANDARDS PAR. 123.
 3. AIR HANDLING DUCT SYSTEMS SHALL BE CONSTRUCTED, INSTALLED, SEALED AND INSULATED AS PROVIDED IN CHAPTER 10 OF THE CMC, 2010 EDITION.
 4. EACH SPACE CONDITIONING SYSTEM SERVING BUILDING TYPES SUCH AS OFFICES AND MANUFACTURING FACILITIES (AND ALL OTHERS NOT EXPLICITLY EXEMPT FROM THE REQUIREMENTS OF SECTION 122(e) OF THE 2001 ENERGY EFFICIENCY STANDARDS FOR NONRESIDENTIAL BUILDINGS (TITLE 24) SHALL BE INSTALLED WITH AN AUTOMATIC TIME SWITCH WITH AN ACCESSIBLE MANUAL OVERRIDE THAT ALLOWS OPERATION OF THE SYSTEM DURING OFF-HOURS FOR UP TO FOUR HOURS. THE TIME SWITCH SHALL BE CAPABLE OF PROGRAMMING DIFFERENT SCHEDULES FOR WEEKDAYS AND WEEKENDS; INCORPORATE AN AUTOMATIC HOLIDAY "SHUT-OFF" FEATURE THAT TURNS OFF ALL LOADS FOR AT LEAST 24 HOURS, THEN RESUMES THE NORMALLY SCHEDULED OPERATION, AND HAS PROGRAM BACKUP CAPABILITIES THAT PREVENT THE LOSS OF THE DEVICE'S PROGRAM AND TIME SETTING FOR AT LEAST 10 HOURS IF POWER IS INTERRUPTED.
 5. EACH SPACE CONDITIONING SYSTEM SHALL BE INSTALLED WITH CONTROLS THAT TEMPORARILY OPERATE THE SYSTEM AS REQUIRED TO MAINTAIN A SETBACK HEATING THERMOSTAT SETPOINT. PROVIDE MOTORIZED DAMPERS ON OUTSIDE AIR DUCTWORK PER CODE SECTION 120.2(e).
 6. EACH SPACE CONDITIONING ZONE SHALL BE CONTROLLED BY AN INDIVIDUAL THERMOSTAT CONTROL THAT RESPONDS TO TEMPERATURE WITHIN THE ZONE. WHERE USED TO CONTROL BOTH HEATING AND COOLING, THE CONTROL SHALL BE CAPABLE OF PROVIDING A DEAD BAND OF AT LEAST 5 DEG F WITHIN WHICH THE SUPPLY OF HEATING AND COOLING IS SHUT OFF OR REDUCED TO A MINIMUM.
 7. THERMOSTATS SHALL HAVE NUMERIC SETPOINTS IN DEG F.
 8. THERMOSTATS SHALL HAVE ADJUSTABLE SETPOINT STOPS ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL.
 9. CONTROLS SHALL BE PROVIDED TO ALLOW OUTSIDE AIR DAMPERS OR DEVICES TO BE OPERATED AT THE VENTILATION RATES AS SPECIFIED IN THE PLANS.
 10. GRAVITY OR AUTOMATIC DAMPERS INTERLOCKED AND CLOSED ON FAN SHUTDOWN SHALL BE PROVIDED ON THE OUTSIDE AIR INTAKES AND DISCHARGES OF ALL SPACE CONDITIONING AND EXHAUST SYSTEMS. SUPPLY FANS FOR OUTSIDE AIR SHALL HAVE MOTORIZED DAMPERS (MD) ON OUTSIDE AIR INTAKE DUCT & SHALL BE ELECTRICALLY INTERLOCKED WITH SUPPLY AIR FANS (SF).
 11. ALL SPACE CONDITIONING AND VENTILATION SYSTEMS SHALL BE BALANCED TO THE QUANTITIES SPECIFIED IN THESE PLANS, IN ACCORDANCE WITH THE NEBB PROCEDURAL STANDARDS OR AABC NATIONAL STANDARDS.
 12. THE SYSTEM SHALL PROVIDE THE MINIMUM OUTSIDE AIR AS SHOWN ON THE MECHANICAL AIR CONDITIONING UNIT SCHEDULES AND SHALL BE MEASURED AND CERTIFIED BY THE INSTALLING LICENSED C-20 MECHANICAL CONTRACTOR. OUTSIDE AIR SENSORS SHALL BE LOCATED OUTDOORS, ADJACENT TO OUTSIDE AIR INTAKE LOUVERS AMOUNT OF OUTSIDE AIR SHALL MEET THE REQUIREMENTS OF TITLE 24 CODE SECTION 10.103, PART 1 & SECTION 120.1(d)2.
 13. BUILDING SHALL HAVE AIR CHANGE FLUSH-OUT FOR EIGHT DAYS AS REQUIRED PER LEED CREDIT IEQ C 3.2.
 14. MECHANICAL SYSTEMS ACCEPTANCE FORMS SHALL BE REQUIRED AT COMPLETION OF PROJECT & SHALL INCLUDE THE FOLLOWING ITEMS:
 - A. OPERATING PERFORMANCE FOR ALL EQUIPMENT.
 - B. AIR FLOW RATE MEASURED & TABULATED.
 - C. STATEMENT FOR INSULATION INSTALLED.
 15. HVAC EQUIPMENT: MECHANICAL HEATING AND COOLING EQUIPMENT ARE THE SMALLEST SIZE, WITHIN THE AVAILABLE OPTIONS OF THE DESIRED EQUIPMENT LINE, CODE SECTION 140.4(d) NECESSARY TO MEET THE DESIGN HEATING AND COOLING LOADS OF THE BUILDING, AS CALCULATED ACCORDING TO THE REQUIREMENTS OF SECTION 140.4(b).
 16. HVAC ZONING CONTROLS: EACH ZONE IS CONTROLLED BY AN INDIVIDUAL THERMOSTATIC CONTROL. CONTROLS ARE CAPABLE OF SETTING TEMPERATURES TO 55°F FOR COMFORT HEATING, 85°F FOR COOLING AND PROVIDE A TEMPERATURE DEADBAND OF AT LEAST 5°F IF CONTROLLING BOTH HEATING AND COOLING. CODE SECTION 120.2(d) AND (b).
 17. EACH SPACE CONDITIONING SYSTEM IS EQUIPPED WITH CONTROLS TO SHUT THE SYSTEM OFF DURING PERIODS OF NONUSE AND WILL TEMPORARILY OPERATE THE SYSTEM TO MAINTAIN SETBACK AND SETUP TEMPERATURES WHILE KEEPING VENTILATION DAMPERS CLOSED. CODE SECTION 120.2(e).
 18. OUTDOOR AIR SUPPLY AND EXHAUST EQUIPMENT SHALL BE INSTALLED WITH DAMPERS THAT AUTOMATICALLY CLOSE UPON FAN SHUTDOWN. CODE SECTION 120.2(f).
 19. HVAC SYSTEMS WITH DDC TO THE ZONE LEVEL SHALL BE PROGRAMMED TO ALLOW CENTRALIZED DEMAND SHED FOR NON-CRITICAL ZONES. CODE SECTION 120.2(h).
- EACH WALL MOUNTED THERMOSTAT IS LOCATED AWAY FROM POTENTIAL SOURCES THAT WOULD ADVERSELY AFFECT THE READING (CLOSE TO COPIERS, DIRECT SUNLIGHT, BELOW OR ABOVE A SUPPLY AIR DIFFUSER OR CONVECTOR, ETC.). ANY THERMOSTATS MOUNTED ON EXTERIOR WALLS ARE INSTALLED IN SEALED AND INSULATED JUNCTION BOXES.
- OUTSIDE AIR TEMPERATURE SENSORS SHOULD BE IN A COMMERCIALY DESIGNED SOLAR SHIELD LOCATED ON A NORTH WALL OR SOME OTHER LOCATION OUT OF DIRECT SUNLIGHT AND AWAY FROM BUILDING EXHAUST OR HEAT REJECTION EQUIPMENT.
20. VENTILATION RATES: THE OUTDOOR AIR-VENTILATION RATE AND AIR-DISTRIBUTION ASSUMPTIONS MADE IN THE DESIGN OF THE VENTILATION SYSTEM ARE CLEARLY IDENTIFIED ON THE PLANS. CODE SECTION 120.1(d)2. SEE EQUIPMENT SCHEDULES.

Mechanical Systems

NRCC-MCH-E (Created 09/2020)

CALIFORNIA ENERGY COMMISSION

**CERTIFICATE OF COMPLIANCE**

NRCC-MCH-E

This document is used to demonstrate compliance for mechanical systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in [§140.4](#), or [§141.0\(b\)2](#) for alterations.

Project Name: Bishop Airport-Gates/Waiting

Report Page:

Page 1 of 10

Project Address: 703 Airport Road

Date Prepared:

A. GENERAL INFORMATION

01	Project Location (city)	Bishop Ca	04	Total Conditioned Floor Area	3,285
02	Climate Zone	16	05	Total Unconditioned Floor Area	0
03	Occupancy Types Within Project:		06	# of Stories (Habitable Above Grade)	1
<input type="checkbox"/> Office (B) <input type="checkbox"/> Retail (M) <input type="checkbox"/> Non-refrigerated Warehouse (S) <input type="checkbox"/> Hotel/ Motel Guest Rooms (R-1) <input type="checkbox"/> School (E) <input type="checkbox"/> Healthcare Facility (I) <input type="checkbox"/> High-Rise Residential (R-2/R-3) <input type="checkbox"/> Relocatable Class Bldg (E) <input checked="" type="checkbox"/> Other (Write In): Airport Gates/ Waiting					

¹ FOOTNOTES: Climate zone can be determined on the California Energy Commission's website at http://www.energy.ca.gov/maps/renewable/building_climate_zones.html

B. PROJECT SCOPE

Table Instructions: Include any mechanical systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in [§140.4](#), or [§141.0\(b\)2](#) for alterations.

My project consists of (check all that apply)

01	02	03
Air System(s)	Wet System Components	Dry System Components
<input checked="" type="checkbox"/> Heating Air System	<input type="checkbox"/> Water Economizer	<input type="checkbox"/> Air Economizer
<input checked="" type="checkbox"/> Cooling Air System	<input type="checkbox"/> Pumps	<input type="checkbox"/> Electric Resistance Heat
Mechanical Controls	<input type="checkbox"/> Hydronic System Piping	<input type="checkbox"/> Fan Systems
<input type="checkbox"/> Mechanical Controls (existing to remain, altered or new)	<input type="checkbox"/> Cooling Towers	<input checked="" type="checkbox"/> Ductwork (existing to remain, altered or new)
	<input type="checkbox"/> Chillers	<input type="checkbox"/> Ventilation
	<input type="checkbox"/> Boilers	<input type="checkbox"/> Zonal Systems/ Terminal Boxes

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

01	AND	02	AND	03	AND	04	AND	05	AND	06	AND	07	AND	08	09
System Summary §110.1 , §110.2 , §140.4	AND	Pumps §140.4(k)	AND	Fans/ Economizers §140.4(c) , §140.4(e)	AND	System Controls §110.2 , §120.2 , §140.4(f)	AND	Ventilation §120.1	AND	Terminal Box Controls §140.4(d)	AND	Distribution §120.3 , §140.4(l)	AND	Cooling Towers §110.2(e)2	Compliance Results
(See Table F)		(See Table G)		(See Table H)		(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)	
Yes	AND		AND		AND	Yes	AND		AND		AND	Yes	AND		COMPLIES
Mandatory Measures Compliance (See Table Q for Details)															COMPLIES

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D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

3 to 5 Ton Heat pump with duct in conditioned space

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Table Instructions: Complete the following equipment schedules to show compliance with mandatory requirements found in [§110.1](#) and [§110.2\(a\)](#) and prescriptive requirements found in [§140.4\(a\)](#), [§140.4\(b\)](#) and [§140.4\(k\)](#) or [§141.0\(b\)2](#) for alterations.

Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces and unit heaters)

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.2	Equipment Type per Tables 110.2 & Title 20	Smallest Size Available ¹ §140.4(a)	Equipment Sizing per Mechanical Schedule (kBtu/h) §140.4 (a&b)						
				Heating Output ^{2,3}			Cooling Output ^{2,3}		Load Calculations ^{3,4}	
				Per Design (kBtu/h)	Rated (kBtu/h)	Supp. Heating Output (kBtu/h)	Sensible Per Design (kBtu/h)	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Total Sensible Cooling Load (kBtu/h)
HP	Unitary heat pumps	Air cooled, package (3 phase)	Yes	60	60	60	60	60	60	48

¹ FOOTNOTES: Equipment shall be the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building per [§140.4\(a\)](#). Healthcare facilities are exempted.

² It is common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.

³ If equipment is heating only, leave cooling output and load blank. If equipment is cooling only, leave heating output and load blank.

⁴ Authority Having Jurisdiction may ask for load calculations used for compliance per [§140.4\(b\)](#).

Table Continued

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Dry System Equipment Efficiency (other than Package Terminal Air Conditioners (PTAC) and Package Terminal Heat Pumps (PTHP))

01	02	03	04	05	06	07	08	09
Name or Item Tag	Size Category (Btu/h)	Heating Mode				Cooling Mode		
		Rating Condition (°F)	Efficiency Unit	Min Efficiency Required per Tables 110.2/ Title 20	Design Efficiency	Efficiency Unit	Min Efficiency Required per Tables 110.2/ Title 20	Design Efficiency
HP	<65,000		HSPF	8	8	SEER	14	14

G. PUMPS*This Section Does Not Apply***H. FAN SYSTEMS & AIR ECONOMIZERS***This Section Does Not Apply***I. SYSTEM CONTROLS**

Table Instructions: Complete the following Table to demonstrate compliance with mandatory controls in [§110.2](#) and [§120.2](#) and prescriptive controls in [§140.4\(f\)](#) and [\(n\)](#) or requirements in [§141.0\(b\)2E](#) for altered space conditioning systems.

01	02	03	04	05	06	07	08	09
System Name	System Zoning	Conditioned Floor Area Being Served (ft ²)	Thermostats §110.2(b) & (c) ¹ , §120.2(a) or §141.0(b)2E	Shut-Off Controls §120.2(e)	Isolation Zone Controls §120.2(g)	Demand Response §110.12 and §120.2(b)	Supply Air Temp. Reset §140.4(f)	Window Interlocks per §140.4(n)
Heat Pump	single zone	≤ 25,000 ft ²	Setback Thermostat	Auto Timeswitch	Auto Timeswitch	NA: PTAC, PTHP, Rm AC, HP	NA: Single Zone	NA: No operable windows

¹ FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas appliances, wood stoves are not required to have setback thermostats.

* NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.

EX: System 1: SA Temp Reset: Exempt because zones compliant with [§140.4\(d\)](#); EXCEPTION 1 to [§140.4\(f\)](#)

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J. VENTILATION AND INDOOR AIR QUALITY*This Section Does Not Apply***K. TERMINAL BOX CONTROLS***This Section Does Not Apply***L. DISTRIBUTION (DUCTWORK AND PIPING)**

Table Instructions: Complete the following tables to show compliance with mandatory pipe insulation requirements found in [§120.3](#) and prescriptive requirements found in [§140.4\(l\)](#) for duct leakage testing.

Duct Leakage Sealing

The answers to the questions below apply to the following duct system(s):		New Duct in Conditioned space	Duct leakage testing triggered for these systems?	No
11	No	The scope of the project includes only duct systems serving healthcare facilities.		
12	Yes	Duct system provides conditioned air to an occupiable space for a constant volume, single zone, space-conditioning system.		
13	Yes	The space conditioning system serves less than 5,000 ft ² of conditioned floor area.		
14	No	The <u>combined</u> surface area of the ducts in the following locations is more than 25% of the total surface area of the entire duct system:		
		<input type="checkbox"/>	Outdoors	
		<input type="checkbox"/>	In a space directly under a roof that has a U-factor greater than the U-factor of the ceiling, or if the roof does not meet the requirements of §140.3(a)1B or if the roof has fixed vents or openings to the outside/ unconditioned spaces	
		<input type="checkbox"/>	In an unconditioned crawlspace	
		<input type="checkbox"/>	In other unconditioned spaces	
15	No	The scope of the project includes extending an existing duct system, which is constructed, insulated or sealed with asbestos.		
16	No	The scope of the project includes an existing duct system that is documented to have been previously sealed as confirmed through field verification and diagnostic testing in accordance with procedures in the Reference Nonresidential Appendix NA2 .		
17		Duct system shall be sealed in accordance with the California Mechanical Code.		

M. COOLING TOWERS*This Section Does Not Apply***N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION**

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

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CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
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YES	NO	Form/Title	Systems To Be Field Verified	Field Inspector	
				Pass	Fail
<input checked="" type="radio"/>	<input type="radio"/>	NRCI-MCH-01-E - Must be submitted for all buildings.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

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**CERTIFICATE OF COMPLIANCE**

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Date Prepared:

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCA/

YES	NO	Form/Title	Systems To Be Field Verified	Field Inspector	
				Pass	Fail
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-02-A Outdoor Air must be submitted for all newly installed HVAC units. <i>Note: MCH02-A can be performed in conjunction with MCH-07-A Supply Fan VFD Acceptance (if applicable) since testing activities overlap.</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-03-A Constant Volume Single Zone HVAC <i>NOTE: This form does not automatically move to "Yes". If Constant Volume Single Zone HVAC Systems are included in the scope, permit applicant should move this form to "Yes".</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-04-A Air Distribution Duct Leakage		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-05-A Air Economizer Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-06-A Demand Control Ventilation Systems Acceptance must be submitted for all systems required to employ demand controlled ventilation (refer to §120.1(c)3) can vary outside ventilation flow rates based on maintaining interior carbon dioxide (CO ₂) concentration setpoints.		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-07-A Supply Fan Variable Flow Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-08-A Valve Leakage Test		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-09-A Supply Water Temperature Reset Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-10-A Hydronic System Variable Flow Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-11-A Automatic Demand Shed Controls		<input type="checkbox"/>	<input type="checkbox"/>

Mechanical Systems

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CALIFORNIA ENERGY COMMISSION

**CERTIFICATE OF COMPLIANCE**

NRCC-MCH-E

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Date Prepared:

<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-12-A FDD for Packaged Direct Expansion Units		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-13-A Automatic FDD for Air Handling Units and Zone Terminal Units Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-14-A Distributed Energy Storage DX AC Systems Acceptance <i>NOTE: This form does not automatically move to "Yes". If Distributed Energy Storage DX AC Systems are included in the scope, permit applicant should move this form to "Yes".</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-15-A Thermal Energy Storage (TES) System Acceptance <i>NOTE: This form does not automatically move to "Yes". If Chilled Water Storage, Ice-on-Coil Internal Melt, Ice-on-Coil External Melt, Ice Harvester, Brine, Ice-Slurry, Eutectic Salt, Clathrate Hydrate Slurry (CHS), Cryogenic or Encapsulated (Ice Ball) Systems are included in the scope, permit applicant should move this form to "Yes".</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-16-A Supply Air Temperature Reset Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-17-A Condenser Water Temperature Reset Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-18 Energy Management Control Systems		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-19 Occupancy Sensor Controls		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-20 Multi-Family Ventilation		<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCA-MCH-21 Multi-Family Envelope Leakage		<input type="checkbox"/>	<input type="checkbox"/>

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**CERTIFICATE OF COMPLIANCE**

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Project Address: 703 Airport Road

Date Prepared:

P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be completed by a HERS Rater and provided to the building inspector during construction. The final documents must be created by a HERS Providers registry, but drafts can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCV/

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
<input type="radio"/>	<input checked="" type="radio"/>	NRCV-MCH-04-H Duct Leakage Test <i>NOTE: Must be completed by a HERS Rater</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCV-MCH-24 Enclosure Air Leakage Worksheet <i>NOTE: Must be completed by a HERS Rater</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCV-MCH-27 High-rise Residential <i>NOTE: Must be completed by a HERS Rater</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	NRCV-MCH-32 Local Mechanical Exhaust <i>NOTE: Must be completed by a HERS Rater</i>	<input type="checkbox"/>	<input type="checkbox"/>

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CERTIFICATE OF COMPLIANCE		NRCC-MCH-E	
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Q. MANDATORY MEASURES DOCUMENTATION LOCATION

Table Instructions: Indicate where mandatory measures are documented in the plan set or construction documentation. For any mandatory measures that do not apply, mark the plan sheet or construction document location as "N/A", any active cells that are left blank will result in non-compliance in Table C.

01		02	
		Plan sheet or construction document location	
Compliance with Mandatory Measures documented through MCH Mandatory Measures Note Block:	Yes	Construction Document	

Mechanical Systems

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CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
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DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Jam Hezar	Documentation Author Signature:
Company: Alliance 24 Title	Signature Date:
Address: 325 Berry Street	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: San Francisco CA 94158	Phone: 530-902-4387

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Ashley Helms	Responsible Designer Signature:
Company : Inyo County Public works Office	Date Signed:
Address: 186 Edwards Street	License:
City/State/Zip: Independence CA 93526	Phone: 760-878-0200

BUILDING ENERGY ANALYSIS REPORT

PROJECT:

Gates/Waiting Area
703 Airport Road
Bishop , CA 93514

Project Designer:

Inyo County Public Works
186 Edwards Street
Independence , CA 93526
760-878-0200

Report Prepared by:

Jam Hezar
Alliance 24 Title
325 Berry Street
San Francisco, CA 94158
(530)902-4387

Job Number:

21-06141

Date:

6/28/2021

The EnergyPro computer program has been used to perform the calculations summarized in this compliance report. This program has approval and is authorized by the California Energy Commission for use with both the Residential and Nonresidential 2019 Building Energy Efficiency Standards.

This program developed by EnergySoft Software – www.energysoft.com.

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Envelope Component Approach

NRCC-ENV-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E	
<i>This document is used to demonstrate compliance with mandatory requirements in §110.8(g) and §120.7(b) for newly constructed buildings, and §141.0(b)1 for alterations, related to roof, wall and floor assemblies. It is also used to demonstrate compliance with prescriptive requirements in §140.3 for newly constructed buildings, and §141.0 for additions and alterations, related to roof, wall, floor, door, fenestration and daylighting requirements.</i>			
Project Name:	Gates/Waiting Area	Report Page:	(Page 1 of 8)
Project Address:	703 Airport Road	Date Prepared:	6/28/2021

A. GENERAL INFORMATION

01	Project Location (city)	Bishop	05	# of Stories (Habitable Above Grade)	1
02	Zipcode	93514	06	Total Conditioned Floor Area (ft ²)	3285
03	Climate Zone	16	07	Total Unconditioned Floor Area (ft ²)	0
04	Occupancy Types Within Project: (select all that apply): If one occupancy constitutes >= 80% of the conditioned floor area, the entire building envelope may be designed to comply with the provisions of that occupancy per §100.0(f) .		08	<input type="checkbox"/>	Project includes unconditioned enclosed space(s) > 5,000 ft ² under a roof with a ceiling height of at least 15 ft. ¹
<input checked="" type="checkbox"/>	All Nonresidential, including Relocatable Public School Building certified for use in one climate zone Occupancy: A / B / E / F / H / M / S / U	<input type="checkbox"/>	Relocatable Public School Building for use in all climate zones Occupancy: E	<input type="checkbox"/>	High-Rise Residential Occupancy: R-2 / R-3
				<input type="checkbox"/>	Hotel/Motel Guest Rooms Occupancy: R-1

¹ FOOTNOTE: Enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15 ft in climate zones 2 through 15 are required to meet the minimum daylighting requirements defined in [§140.3\(c\)](#). Compliance with [§140.3\(c\)](#) is documented in Table L. This is the only prescriptive requirement which applies to unconditioned spaces.

B. PROJECT SCOPE

This table specifies project envelope components within the permit application demonstrating compliance using the prescriptive paths outlined in [§140.3](#), and [§141.0\(a\)1](#) and [§141.0\(b\)1](#) and 2 for additions and alterations.

My project consists of (check all that apply)			Component Types				
01			02				
<input checked="" type="checkbox"/>	New Construction or Newly Conditioned Space		<input checked="" type="checkbox"/>	Walls	<input checked="" type="checkbox"/>	Exterior Doors	
<input type="checkbox"/>	One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft	<input type="checkbox"/>	Roof	<input type="checkbox"/>	Floors	<input checked="" type="checkbox"/>	Fenestration/ Glazing Doors ¹
<input type="checkbox"/>	Addition of conditioned space	<input type="checkbox"/>	Roof	<input type="checkbox"/>	Walls	<input type="checkbox"/>	Exterior Doors
<input type="checkbox"/>	One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft	<input type="checkbox"/>	Roof	<input type="checkbox"/>	Floors	<input type="checkbox"/>	Fenestration/ Glazing Doors ¹
<input type="checkbox"/>	Alteration of conditioned space	<input type="checkbox"/>	Roof Assembly	<input type="checkbox"/>	Walls	Exterior Doors NA. for Alts.	
<input type="checkbox"/>	One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft and lighting system installed for the first time	<input type="checkbox"/>	Roofing Material	<input type="checkbox"/>	Floors	<input type="checkbox"/>	Fenestration/ Glazing Doors

¹ FOOTNOTE: Doors that are more than one-half glass in area are considered Glazed Doors and should be documented on table K with fenestration.

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Envelope Component Approach

NRCC-ENV-E

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Project Name:	Gates/Waiting Area	Report Page: (Page 2 of 8)
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C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through L. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see the applicable table referenced below.

Opaque Envelope Components					Fenestration	Daylighting Spaces > 5,000ft ²	Compliance Results
Roof Assembly	Roofing Materials	Walls	Floors	Doors			
01	02	03	04	05	06	07	08
(See Table F)	(See Table G)	(See Table H)	(See Table I)	(See Table J)	(See Table K)	(See Table L)	COMPLIES
		Yes		Yes	Yes		

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. ROOF ASSEMBLY SCHEDULE

This section does not apply to this project.

G. RATED ROOFING MATERIAL (COOL ROOF)

This section does not apply to this project.

H. WALL ASSEMBLY SCHEDULE

This table demonstrates compliance with prescriptive wall assembly requirements in [§140.3\(a\)2](#) and [§140.3\(a\)3](#) for new constructions or additions, or mandatory wall assembly requirements in [§141.0\(b\)1B](#) for alterations.

01	Indicate wall types included in the project: ¹	<input checked="" type="checkbox"/> Framed	<input type="checkbox"/> Mass (new only)	<input type="checkbox"/> Concrete Sandwich Panel (new only)	<input type="checkbox"/> SIPS	<input type="checkbox"/> ICF (new only)
		<input type="checkbox"/> Metal Panels	<input type="checkbox"/> Metal Building	<input type="checkbox"/> Spandrel/ Curtain Wall	<input type="checkbox"/> Straw Bale	<input type="checkbox"/> Log Home (new only)

¹ FOOTNOTES: Wall types indicated above as "(new only)" do not have Title 24, Part 6 requirements for alterations. New construction and additions do have requirements and should be clicked above and compliance demonstrated within this table.

Framed Walls

01	<input type="checkbox"/>	Calculate Area-Weighted Average U-factor for Metal Framed Walls ¹
----	--------------------------	--

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Envelope Component Approach

NRCC-ENV-E

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page: (Page 3 of 8)
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H. WALL ASSEMBLY SCHEDULE

02	<input type="checkbox"/>	Include Wood Framed Walls in Area-Weighted Average U-factor Calculation ¹									
03	04	05	06	07	08	09	10	11	12	13	
Tag/Plan Detail ID	Occupancy & Status	How Design U-factor was determined	Location	Frame Material, Spacing & Depth	Cavity Insulation per Design	Continuous Insulation per Design	Thermal Performance Unit	Required Thermal Performance	U-factor per Design	Net Area ³ ft ²	
North Wall	Nonresidential/ Relocatable 1 CZ: New	JA4 Tables	Exterior wall	Metal 16" OC	- no insulation -	25.0	U-factor	0.062	per JA4 per Software/ Other	0.0368	1529
East Wall	Nonresidential/ Relocatable 1 CZ: New	JA4 Tables	Exterior wall	Metal 16" OC	- no insulation -	25.0	U-factor	0.062	per JA4 per Software/ Other	0.0368	1315
South Wall	Nonresidential/ Relocatable 1 CZ: New	JA4 Tables	Exterior wall	Metal 16" OC	- no insulation -	25.0	U-factor	0.062	per JA4 per Software/ Other	0.0368	1645
West Wall	Nonresidential/ Relocatable 1 CZ: New	JA4 Tables	Exterior wall	Metal 16" OC	- no insulation -	25.0	U-factor	0.062	per JA4 per Software/ Other	0.0368	1410

¹FOOTNOTES: If any individual assembly is non-compliant, assemblies may show compliance using an area-weighted calculation. Metal framed walls may not be combined with other wall types. Wood framed walls are combined with SIPS, spandrel & curtain, metal panel and straw bale wall types. The area-weighted compliance option is not available for alterations demonstrating compliance with R-values in Table 141.0-C.

² If "R-value" is shown in cell 10 as the Thermal Performance Unit, the R-value shown here is for cavity insulation per [§141.0\(b\)1B](#).

³ Wall area minus any fenestration area

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

Envelope Component Approach

NRCC-ENV-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page:	(Page 4 of 8)
Project Address:	703 Airport Road	Date Prepared:	6/28/2021

H. WALL ASSEMBLY SCHEDULE

Area-Weighted Average U-factor Compliance Calculation for Metal Framed Walls

01	02	03	04	05
Wall Type	Total Area of Wall Type (ft ²)	Area-weighted U-factor for Wall Type		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
Metal Framed	5899	0.062	Metal Framed	COMPLIES

I. FLOOR ASSEMBLY SCHEDULE

This section does not apply to this project.

J. EXTERIOR DOOR SCHEDULE

This table demonstrates compliance with prescriptive exterior door requirements in [§140.3\(a\)7](#) for new construction or additions. Doors which are being replaced (alterations) do not need to be documented in this table because there are no Title 24, Part 6 requirements that apply. Exterior doors separate conditioned space from unconditioned space or from ambient air. Doors that are more than one-half glass in area are considered Glazed Doors and should be documented on Table K with fenestration per Table B.

01	02	03	04	05	06	07
Tag/Plan Detail ID	Name/Description	Occupancy Type	Door Type	Door Insulation	Maximum Allowed U-factor	U-factor per Design
	Metal Door	Nonresidential/ Relocatable 1 CZ	Swinging	Any other wood door	0.7	per JA4 0.7

K. FENESTRATION AND GLAZED DOOR SCHEDULE

This table demonstrates compliance with prescriptive fenestration requirements in [§140.3\(a\)5](#) for new constructions or additions, or [§140.1\(b\)2A](#) for alterations. Exterior doors that are more than one-half glass in area are considered Glazed Doors and should be documented on this table with fenestration.

01	Indicate fenestration types included in the project: ¹ <input type="checkbox"/> Vertical (alterations) <input checked="" type="checkbox"/> Vertical (new) <input type="checkbox"/> Skylights <input type="checkbox"/> Glazed Doors (new only)
----	--

¹ FOOTNOTES: Floor types indicated above as "(new only)" do not have Title 24, Part 6 requirements for alterations. New construction and additions do have requirements and should be clicked above and compliance demonstrated within this table.

Vertical Fenestration and Glazed Doors- Total Building & West Facing Area (New Construction & Additions Only)

01	02	03	04	05
Elevation Item Tag/ Description	Orientation (Azimuth) ¹	Gross Exterior Wall Area ²	Display Perimeter Length ²	Vertical Fenestration Area per Design ³
North	North Facing	1645	0	116

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Report Version: 2019.1.003
Schema Version: rev 20200601

Report Generated: 2021-06-28 16:52:51

Envelope Component Approach

NRCC-ENV-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page: (Page 5 of 8)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

K. FENESTRATION AND GLAZED DOOR SCHEDULE**Vertical Fenestration and Glazed Doors- Total Building & West Facing Area (New Construction & Additions Only)**

01	02	03	04	05	
Elevation Item Tag/ Description	Orientation (Azimuth) ¹	Gross Exterior Wall Area ²	Display Perimeter Length ²	Vertical Fenestration Area per Design ³	
East	East Facing	1410	0	74	
South	South Facing	1645	0	0	
West	West Facing	1410	0	0	
06	Maximum Allowed Vertical Fenestration (ft ²)- All Orientations	2435.6	07	Total Vertical Fenestration (ft ²) per design- All Orientations	190
08	Maximum Allowed Vertical Fenestration (ft ²)- West Facing	564	09	Total Vertical Fenestration (ft ²) per design- West Facing	0

¹FOOTNOTES: Orientation between 226 deg and 315 deg are considered "West Facing". A diagram has been provided in the Nonresidential Compliance Manual for visual reference.

²Do not include demising walls per §140.3(a)5 .

³ Includes glazed door fenestration area .

Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)

01	<input checked="" type="checkbox"/>	Calculate Area-Weighted Average U-factor for Vertical Fenestration and Glazed Doors ¹
02	<input checked="" type="checkbox"/>	Calculate Area-Weighted Average (R)SHGC for Vertical Fenestration and Glazed Doors ¹
03	<input checked="" type="checkbox"/>	Calculate Area-Weighted Average VT for Vertical Fenestration and Glazed Doors ¹

Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)

04	05	06	07	08	09	10	11	12	13	
Tag/Plan Detail ID	Fenestration Type	Occupancy & Status	(R)SHGC Compliance Method	VT Compliance Method	Calculation Method for Performance Values per Design ²	Product Performance Unit	Required Product Performance	Product Performance per Design	Area ft ²	
6070 North Glass Door	Glazed door	Nonresidential/ Relocatable 1 CZ : New	Table 140.3-B/C/D	Table 140.3-B/C/D	NFRC Certified		U-factor (max)	0.45	0.45	42
					<input type="checkbox"/>	Overhang used for RSHGC	(R)SHGC (max)	0.23	0.23	
							VT (min)	0.17	0.5	

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Report Version: 2019.1.003
Schema Version: rev 20200601

Report Generated: 2021-06-28 16:52:51

Envelope Component Approach

NRCC-ENV-E

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page: (Page 6 of 8)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

K. FENESTRATION AND GLAZED DOOR SCHEDULE**Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)**

04	05	06	07	08	09	10	11	12	13	
Tag/Plan Detail ID	Fenestration Type	Occupancy & Status	(R)SHGC Compliance Method	VT Compliance Method	Calculation Method for Performance Values per Design ²		Product Performance Unit	Required Product Performance	Product Performance per Design	Area ft ²
(2)85x63 Windows	Fixed window	Nonresidential/ Relocatable 1 CZ : New	Table 140.3-B/C/D	Table 140.3-B/C/D	NFRC Certified		U-factor (max)	0.36	0.36	74
					<input type="checkbox"/>	Overhang used for RSHGC	(R)SHGC (max)	0.25	0.25	
							VT (min)	0.42	0.5	
(2)85x63 Windows	Fixed window	Nonresidential/ Relocatable 1 CZ : New	Table 140.3-B/C/D	Table 140.3-B/C/D	NFRC Certified		U-factor (max)	0.36	0.36	74
					<input type="checkbox"/>	Overhang used for RSHGC	(R)SHGC (max)	0.25	0.25	
							VT (min)	0.42	0.5	

¹FOOTNOTES: If any individual fenestration product is non-compliant, products may show compliance using an area-weighted calculation. Chromogenic glazing is not included in area-weighted calculations. Area-weighted calculation shown in separate area-weighted table below.

²The NA6 Default Calculation can only be used for buildings with less than 200ft² of site built glazing. If the project has greater than 200ft², the only options for determining fenestration values are NFRC Certification or the Default Tables in 110.6.

³ Overhangs must extend past the left and right window the same distance as the depth of the overhang or greater to show an affect on the RSHGC. If an overhang does not meet this requirement, the affect of the overhang will be ignored.

⁴Projecting includes casement and awning windows.

Area-Weighted Average U-factor, SHGC, VT Compliance Calculation for Vertical Fenestration And Glazed Doors

01	02	03	04	05
Product Performance Unit	Total Area of Fenestration (ft ²)	Area-weighted Calculation for Fenestration		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
U-Factor	190	0.38	0.38	COMPLIES
(R)SHGC	190	0.246	0.246	COMPLIES
VT	190	0.17	0.5	COMPLIES

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Report Version: 2019.1.003
Schema Version: rev 20200601

Report Generated: 2021-06-28 16:52:51

Envelope Component Approach

NRCC-ENV-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page: (Page 7 of 8)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

L. DAYLIGHT IN LARGE ENCLOSED SPACES

This section does not apply to this project.

M. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection have been changed by the permit applicant, an explanation should be included in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="radio"/>	<input type="radio"/>	NRCI-ENV-01-E - Must be submitted for all buildings	<input type="checkbox"/>	<input type="checkbox"/>

N. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, form user must provide an explanation in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCA/. Individuals who perform the field testing and verification work, and provide the information required for completion of the fenestration Certificate of Acceptance documentation are not required to be licensed professionals. However, the person who signs the Certificate of Acceptance document to certify compliance with the acceptance requirements shall be licensed as specified in Standards Section 10-103(a)4 and NA7.3.1

Yes	No	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="radio"/>	<input type="radio"/>	NRCA-ENV-02-F must be submitted for all new, added or altered fenestration.	<input type="checkbox"/>	<input type="checkbox"/>

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Report Version: 2019.1.003
Schema Version: rev 20200601

Report Generated: 2021-06-28 16:52:51

Envelope Component Approach

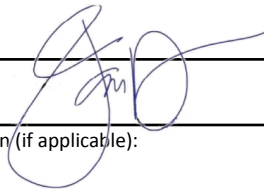
NRCC-ENV-E

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-ENV-E
Project Name:	Gates/Waiting Area	Report Page: (Page 8 of 8)
Project Address:	703 Airport Road	Date Prepared: 6/28/2021

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Jam Hezar	Documentation Author Signature: 
Company: Alliance 24 Title	Signature Date: 2021-06-28
Address: 325 Berry Street	CEA/ HERS Certification Identification (if applicable): 6262
City/State/Zip: San Francisco CA 94158	Phone: (530)902-4387

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Ashley Helms	Responsible Designer Signature:
Company: Inyo County Public Works	Date Signed: 2021-06-28
Address: 186 Edwards Street	License:
City/State/Zip: Independence CA 93526	Phone: 760-878-0200

Registration Number:

Registration Date/Time:

Registration Provider: Energysoft

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance

Report Version: 2019.1.003
Schema Version: rev 20200601

Report Generated: 2021-06-28 16:52:51

APPENDIX C:
PROJECT PLANS
(COMPRESSED TO 11 X 17)

TERMINAL EXPANSION PROJECT
AT THE
BISHOP AIRPORT

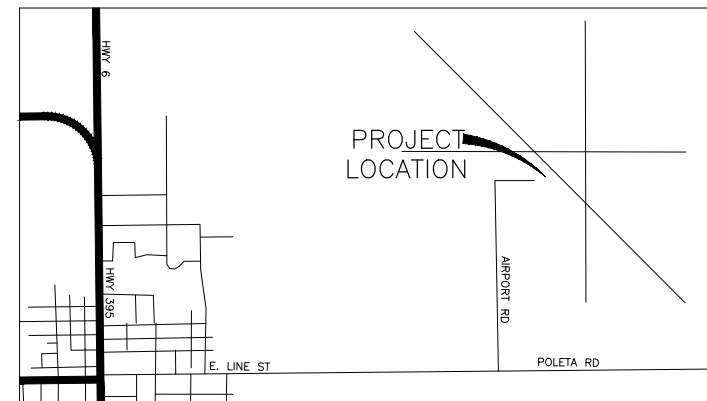


DEPARTMENT OF PUBLIC WORKS

TERMINAL EXPANSION PROJECT AT THE BISHOP AIRPORT

GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2018 INTERNATIONAL BUILDING CODE (IBC), THE 2019 CALIFORNIA BUILDING CODE (CBC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS .
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: BISHOP AIRPORT - 703 AIRPORT RD, BISHOP, CA

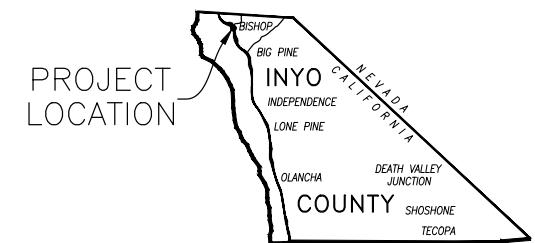


BISHOP VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

COVER SHEET	
ASPHALT REMOVAL	C-1
ORTHO SITE PLAN	C-2
SITE PLAN	C-3
FLOOR PLAN	A-1
ELECTRICAL PLAN	E-1
ELECTRICAL DETAILS	E-2
SPRUNG FLOOR PLAN AND ELEVATIONS	S-1

STRUCTURAL PAGES TO BE PREPARED BY SPRUNG STRUCTURES INC. - WILL BE ISSUED AS ADDENDUM WHEN FINALIZED



INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	BISHOP AIRPORT TERMINAL EXPANSION	
	Date: JULY 2021	COVER SHEET
Drawn by: ARH	Date: 7/2021	Drawing Name: BIH Terminal Layout.dwg

**NOT FOR
CONSTRUCTION
PRELIMINARY
PLANS**

NO.	DATE	DESCRIPTION	BY	CHKD.

INYO COUNTY
BISHOP AIRPORT
703 AIRPORT ROAD
BISHOP, CA 93514

EXISTING TERMINAL
MODIFICATIONS
BISHOP AIRPORT

SHEET TITLE

**PAVEMENT
REMOVAL PLAN**

DRAWN BY	DATE
CHECKED BY	7-13-2021
PROJ. ENG.	D&K PROJECT # 326310P1
	D&K ARCHIVE #

SHEET NUMBER

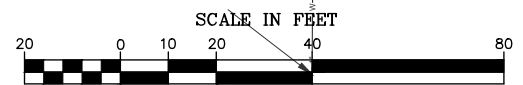
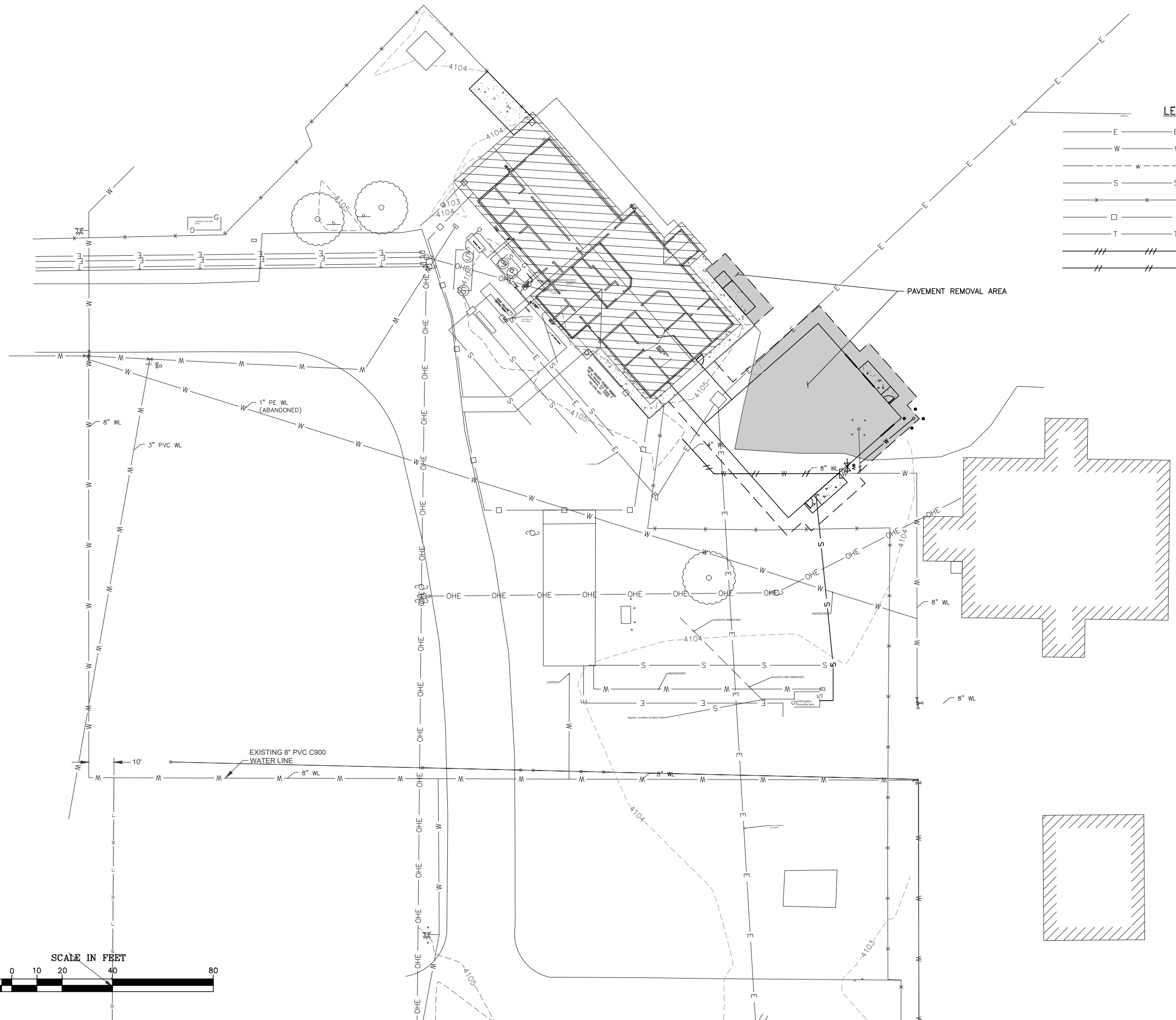
C-1

SHEET OF

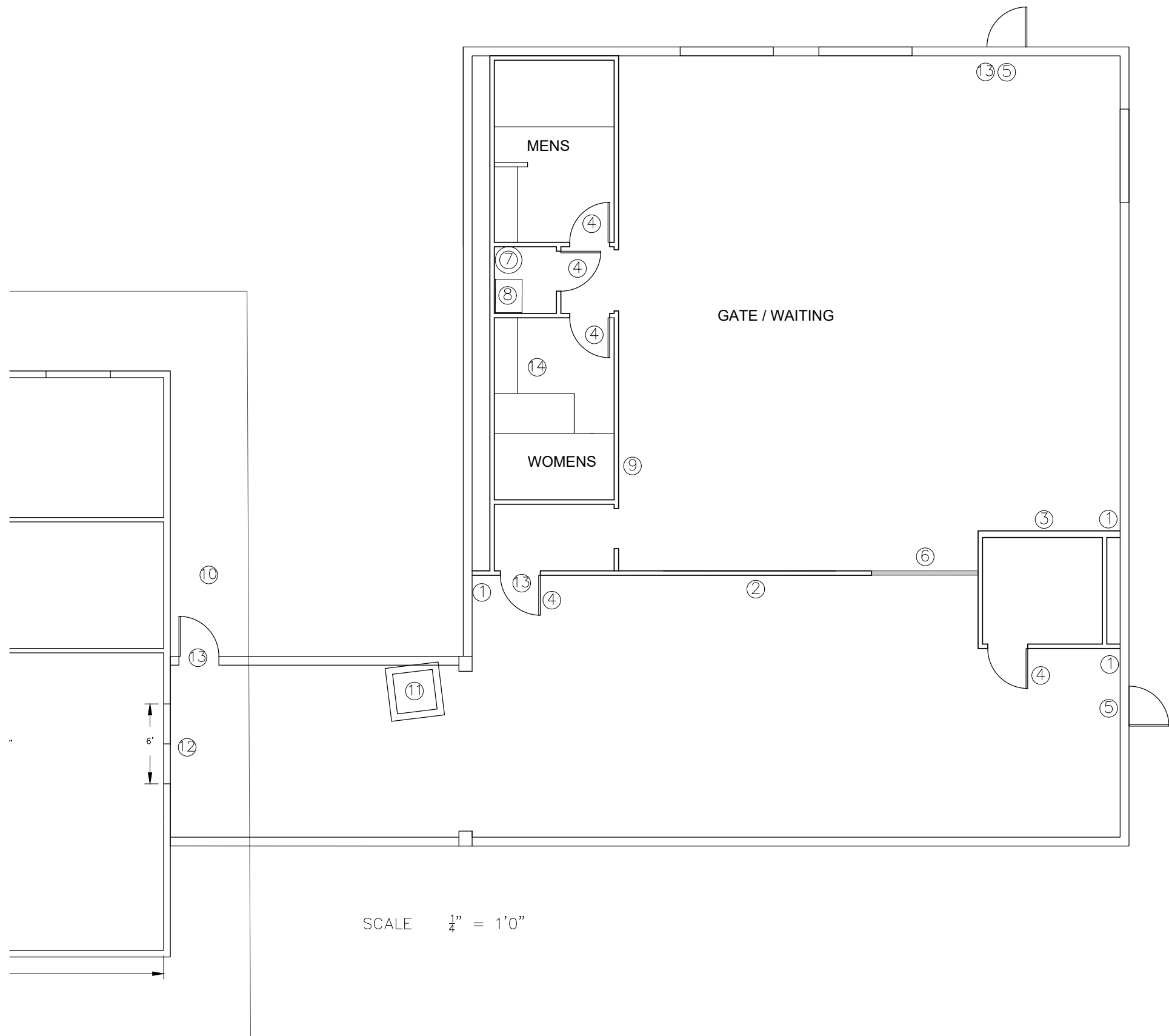


LEGEND

- E — E — EXISTING ELECTRIC
- W — W — EXISTING WATER (NEW SYSTEM)
- - - w - - - EXISTING WATER (OLD SYSTEM)
- S — S — EXISTING SEWER
- x - x - EXISTING WIRE FENCE
- — □ — EXISTING WOODEN FENCE
- T — T — EXISTING TELEPHONE
- /// — /// — TO BE REMOVED
- // — // — ABANDON IN PLACE
- X — X — REMOVE ITEM



I:\A\326310 Inyo County Bishop Airport Project\Coordination\Drawings\Plans_Dr.dwg 7/16/2021 10:11 AM LA.PDJ: REMOVAL

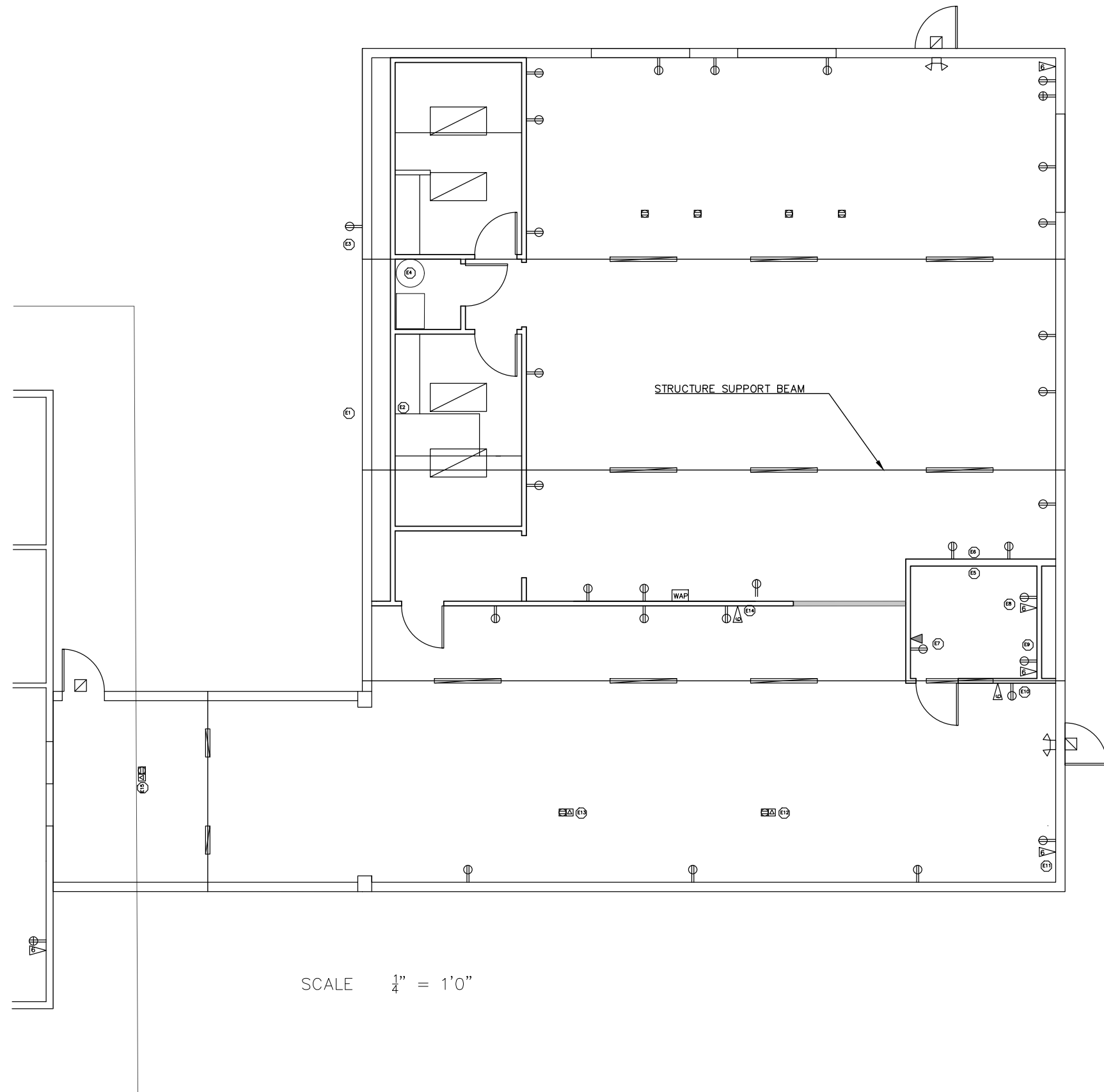













CONSTRUCTION NOTES:

1. EXTEND DRYWALL TO MEMBRANE – CLEARANCE PER MANUFACTURER’S REQUIREMENTS
2. INTERIOR WALLS – 2”X4” 20 GAUGE STEEL STUDS @ 16” O.C. 10’ HIGH (WALLS AGAINST CURVED WALL CAN BE 8’)
3. SUB PANEL WALL – 2”X6” 20 GAUGE STEEL STUDS @ 16” O.C
4. SOLID CORE WOOD DOOR 3’X6’
5. INSTALL EMERGENCY EXIT SIGN AND LIGHT TO COMPLY WITH CODE, AND ALARMED PANIC HARDWARE
6. 8’X8’ OVERHEAD COILING GRILLE
7. 30 GAL ELECTRIC HOT WATER HEATER
8. UTILITY SINK
9. DRINKING FOUNTAIN/BOTTLE REFILLER STATION
10. EXISTING CONCRETE WALKWAY (5’10” WIDE)
11. EXISTING ELECTRICAL VAULT
12. DOUBLE DOOR, WORK BY OTHERS
13. INSTALL PROXIMITY CARD HARDWARE
14. BATHROOM CEILING HEIGHT: 8 FT +/-

SCALE 1/4" = 1'0"

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		BISHOP AIRPORT TERMINAL EXPANSION	
		Date: JULY 2021	FLOOR PLAN
Drawn by: ARH	Date: 7/2021	Drawing Name: BIH Terminal Layout.dwg	SHEET A-1



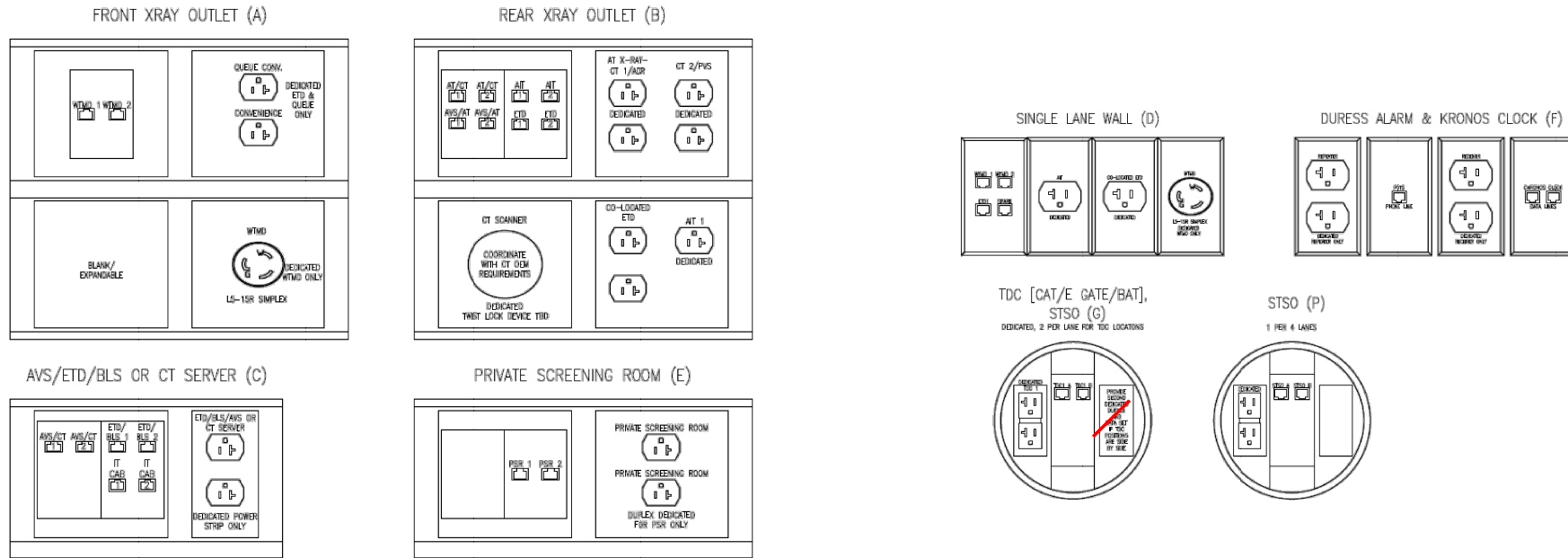
-  PHONE LINE
-  IN FLOOR OUTLET/DATA, SEE DETAILS
-  DUPLEX OUTLET, @ 22" UNLESS OTHERWISE NOTED
-  QUAD OUTLET
-  CAT 6 PORT, QUAD UNLESS OTHERWISE NOTED
-  WIFI ACCESS POINT
-  2X4 RECESSED 17.5 W LED T8
-  174 W FIXTURE, PROVIDED BY SPRUNG
-  56 W FIXTURE, PROVIDED BY SPRUNG
-  EMERGENCY EXIT SIGN/LIGHT
-  30 W EXTERIOR FIXTURE, PROVIDED BY SPRUNG

Equipment	Breaker (Amp)	Voltage	Load (VA)
E1 Heat pump condenser(s)	Per Manufacturers Specifications		
E2 Air handler(s) [If a split system is used]	Per Manufacturers Specifications		
E3 Posi-Charger station	40	208/3 phase	40 kW
E4 30 gallon electric hot water heater	Per Manufacturers Specifications		
E5 TSA 100 Amp Sub Panel (for E7 -E15)			
E6 100 Amp Sub Panel (for E1-E4, lighting, outlets)			
E7 TSA Duress Alarm	See TSA Sub Panel Details on Sheet E-2		
E8 Private Screening Room			
E9 TSA IT Cabinet			
E10 TSA STSO Podium			
E11 AVS/ETD/BLS			
E12 Front X-Ray Outlet			
E13 Rear X-Ray Outlet			
E14 Future AIT			
E15 TDC			

- CONDUIT CAN BE RUN IN SLAB, VERTICALLY ALONG ARCHES, OR HORIZONTALLY THROUGH PRE-DRILLED UTILITY HOLES IN ARCHES.
- DETAILED SPRUNG CONTRACTORS GUIDE PROVIDED AFTER AWARD, INCLUDES FOUNDATION, ELECTRICAL, HVAC, SUSPENSION BRACKET AND PENETRATION GUIDES. IF ADDITIONAL SPECIFIC INFORMATION IS REQUIRED DURING BIDDING PLEASE SUBMIT A REQUEST.

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	BISHOP AIRPORT TERMINAL EXPANSION	
	Date: JULY 2021	ELECTRICAL PLAN
Drawn by: ARH	Date: 7/2021	Drawing Name: BIH Terminal Layout.dwg
SHEET E-1		

TSA SUB-PANEL DETAILS



Circuit	Equipment	Breaker (Amp)	Voltage	Load (VA)
1	WTMD Receptacles	20	120	55
2	X-Ray / CT 1	20	120	1920
3	CT 2	20	120	
4	CT Scanner	30	208/3 phase	
5	Queuing Conveyor / ETD Receptacles	20	120	
6	Private Screening Room	20	120	
7	STSO Podium	20	120	180
8	AVS/BLS/ETD	20	120	710
9	IT Cabinet	30	120	
10	AIT	20	208/3 phase	2400
11	Duress Alarm Receiver Panel	20	120	
12	Duress Alarm Repeater Panel	20	120	
13	TDC	20	120	180

NOTES:

1. For IT Cabinet and CT Scanner provide L5-30R receptacles
2. Provide 6 strand singlemode fiber connection at IT Cabinet
3. All TSA network cable to be a consistent color. All CT network cable to be a consistent color and may not be the same color as TSA network cable.
4. All cable runs to be 100% redundant.

AT/CT CHECKPOINT DATA CABLING REQUIREMENTS

OUTLET	CABLE REQUIREMENTS	CABLE DESTINATION	NOTES
FRONT X-RAY OUTLET - A	2 X CAT6	TSA IT RACK	
REAR X-RAY OUTLET - B	6 X CAT6	TSA IT RACK	
	2 X CAT6	AVS/ETD/BLS/AVS/AVS - C	
AVS/ETD/BLS/AVS/AVS - C	4 X CAT6	TSA IT RACK	
	2 X CAT6	REAR X-RAY OUTLET - B	PER LANE SERVED
SINGLE LANE WALL - D	4 X CAT6	TSA IT RACK	
PRIVATE SCREENING ROOM - E	2 X CAT6	TSA IT RACK	1 OUTLET PER SCREENING ROOM
DURESS ALARM AND CHRONOS CLOCK - F	2 X CAT6	TSA IT RACK	
TDC/CAT PODIUM - G	2 X CAT6	TSA IT RACK	4 X CAT6 FOR SIDE BY SIDE PODIUMS
ASL SUPERVISOR CONTROL LOCATION - H	2 X CAT6	TSA IT RACK	
STSO PODIUM - P	2 X CAT6	TSA IT RACK	

INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

BISHOP AIRPORT
 TERMINAL EXPANSION

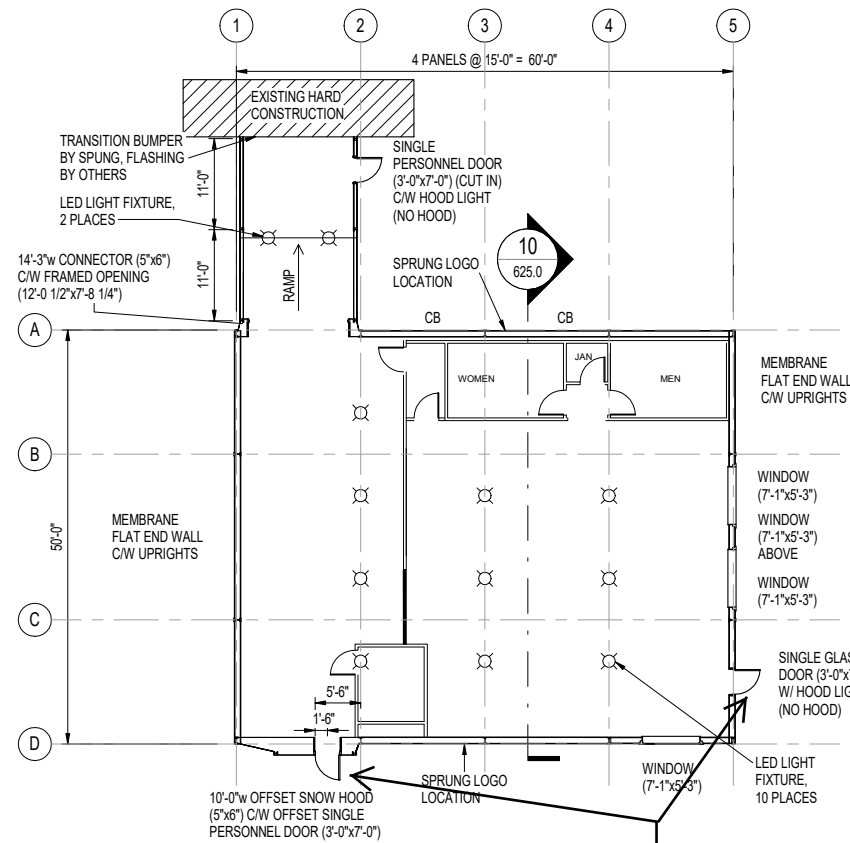
Date:
 JULY 2021
 ELECTRICAL PLAN

Drawn by: ARH
 Date: 7/2021

Drawing Name:
 BIH Terminal Layout.dwg

SHEET E-2

CB = CABLE BRACING



1 OPEN PLAN VIEW
625.0 3/32" = 1'-0"

INTERIOR SHOWN FOR REFERENCE ONLY. FINAL LAYOUT DESIGNED & SUPPLIED BY OTHERS.

Door swing is reversed

PERSONNEL DOORS							
CATEGORY	TYPE	HOOD WIDTH	BEAM	DOOR SIZE	COMMENT	SWING	COUNT
HOOD	FO	14'-3"	5'x6"	12'-0 1/2"x7'-8 1/4"	FRAME ONLY		1
FLAT END	SGD			3'-0"x7'-0"		STANDARD	1
FLAT END	SPD			3'-0"x7'-0"	TOP LITE	STANDARD	1
HOOD	SPD	10'-0"	5'x6"	3'-0"x7'-0"		STANDARD	1

ACCESSORIES			
CATEGORY	TYPE	COMMENT	COUNT
LIGHTING	HIGH BAY LIGHT		12
LIGHTING	HOOD LIGHT	LED	2
WINDOW	FLAT END		3
WINDOW	PANEL		1

DRAWING APPROVAL

APPROVED
 APPROVED W/ CHANGES NOTED

CONFIRMATION OF DESIGN LOADS AT SITE PER THE LOCAL BUILDING DEPT.

SIGNATURE: _____
 DATE: _____

BUILDING CODE w/ YEAR: _____

WIND LOAD: _____ RISK: _____

SNOW LOAD: _____

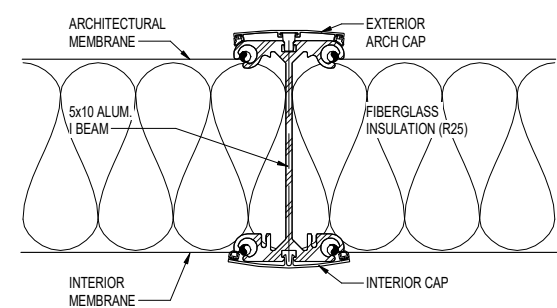


TOLL FREE: 1-800-528-9899
 (403) 601-2292 www.sprung.com

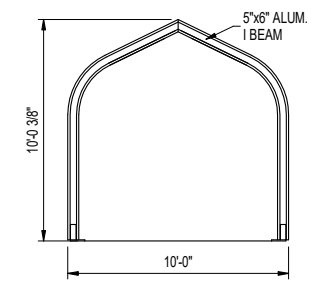
- GENERAL NOTES:**
- ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS, AS NOTED.
 - STRUCTURE TO BE INSULATED WITH FIBERGLASS BATT INSULATION C/W INNER LINER, TO PEAK.
 - INNER & OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. FLAT BAR.
 - STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL, ASTM E84, CANULC-S-109 & CANULC-S-102 SPECIFICATIONS.
 - THIS STRUCTURE IS DESIGNED TO SHED/RELEASE SNOW. THE PERIMETER OF THE STRUCTURE SHALL BE KEPT CLEAR.
 - WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.
 - ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.



4 EXTERIOR VIEW
625.0

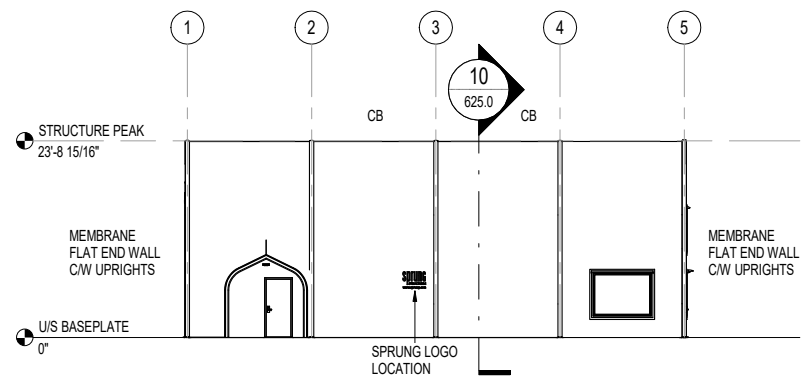


5 5x10 INSULATED BEAM SECTION
625.0 3" = 1'-0"

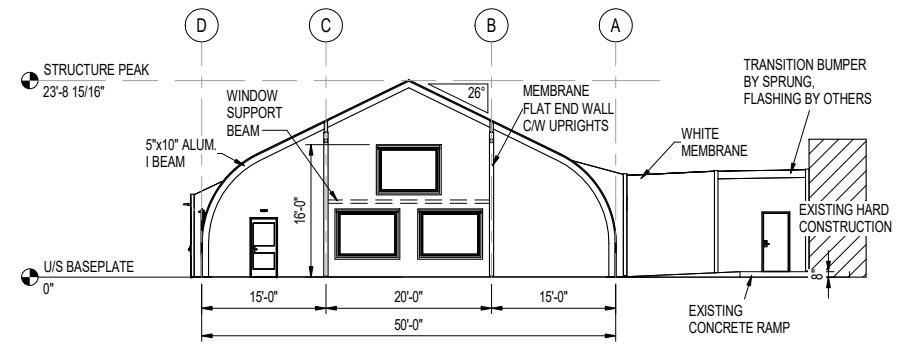


6 SECTION 10'-0" SNOW HOOD (5x6)
625.0 1/4" = 1'-0"

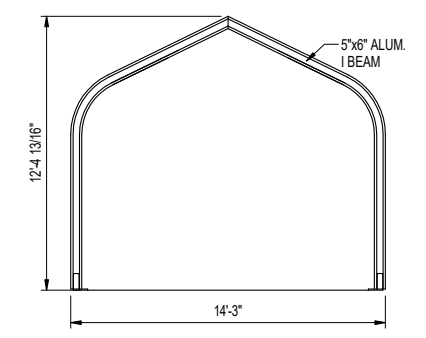
COLORS ON THESE ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING ON PRINTER OR MONITOR. PLEASE REFER TO MEMBRANE SAMPLES FOR ACTUAL COLORS.



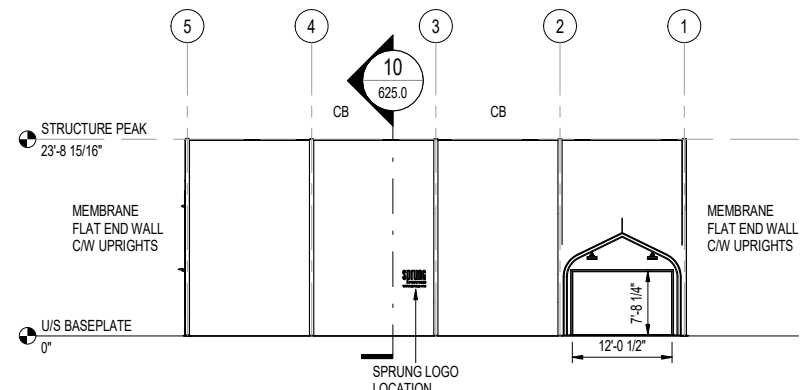
2 FRONT ELEVATION
625.0 3/32" = 1'-0"



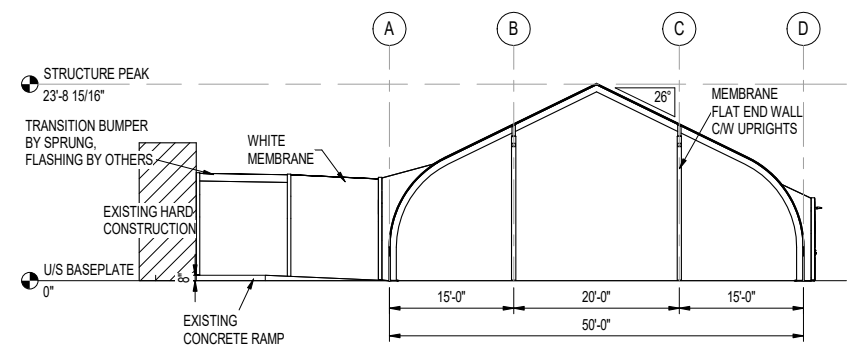
7 RIGHT ELEVATION
625.0 3/32" = 1'-0"



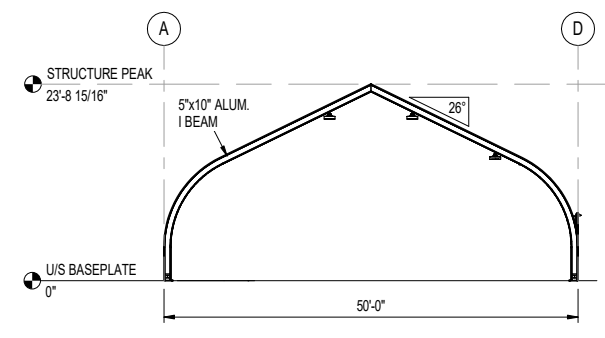
8 SECTION 14'-3" CONNECTOR (5x6)
625.0 1/4" = 1'-0"



3 REAR ELEVATION
625.0 3/32" = 1'-0"



9 LEFT ELEVATION
625.0 3/32" = 1'-0"



10 SECTION 50'-0" INSULATED STRUCTURE
625.0 3/32" = 1'-0"

INYO COUNTY AIRPORT
50' - 0" x 60' - 0"
AIRPORT TERMINAL
 BISHOP, CALIFORNIA, UNITED STATES

REV.	MM/DD/YY	BY	DESCRIPTION
2	06/18/21	NB	REVISE ACCESSORIES
3	07/08/21	BP	REVISE ACCESSORIES
4			
5			
6			
7			
8			
9			

FLOOR PLAN & ELEVATIONS
 DATE: 05/20/2021 DRAWN BY: P. DUMONT
R21-625.0

SIGNATURE SERIES

This drawing is prepared by Sprung Structures, Inc. for the use of the client. It is not to be used for any other purpose without the written consent of Sprung Structures, Inc. The client is responsible for obtaining all necessary permits and approvals from the local building department. Sprung Structures, Inc. is not responsible for any errors or omissions in this drawing.

ADDENDUM NO. 1

July 24, 2021

PROJECT: Terminal Expansion Project at the Bishop Airport
BID DUE DATE: Wednesday August 11, 2021 at 3:30 PM
BIDDER QUESTIONS: **Deadline added – Monday August 2, 2021 at 5:00 PM**
RESPONSE TO BIDDER QUESTIONS: **Added – Responses will be posted on the County website by 12:00 PM August 4, 2021**
FROM: Ashley Helms, Deputy Director – Airports, Inyo County Public Works

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

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

CONTRACT DOCUMENTS:

1. County Provisions

o Detailed Project Description

▪ Structural is revised:

- Design and construction of concrete floor slab, **connector ramp** and foundation to meet Sprung Structure load requirements and building code. See Sprung Structure Inc (Sprung) concrete estimate sheet attached). Assumed quantities with 20% contingency:
 - Concrete: 84 CY
 - Reinforcing Steel: 8,031 Lbs
- Erection of an owner provided 50 x 60 ft insulated tensioned membrane structure inclusive of base connections as designed and supplied by Sprung. Includes connection to the existing terminal building via transition bumper supplied by Sprung, and flashing.

▪ Electrical is revised:

- Installation of main overhead lights supplied by Sprung Structures, Inc.
- **Installation of exterior hood lights supplied by Sprung Structures, Inc.**
- Installation of lighting in restrooms, janitor closet and office.
- Installation of two 100 amp sub panels ~~from~~ **and** main 200 amp service/meter panel (~~provided by others~~). **Service extension initiated by Inyo County, Contractor will coordinate with Southern California Edison as needed.**
- Outlets as shown on plans.
- Panel schedule with load calculations.

▪ Technology Systems is revised:

- Provide 6 strand singlemode fiber to the TSA IT Cabinet from main terminal server room (~~approx. 38'~~), conduit **from server room** to terminal external wall provided by others (**approx. 38 ft**).

BISHOP AIRPORT – TERMINAL EXPANSION PROJECT

Addendum No. 1

- Provide category 6 cabling to data port locations ~~and (1) wireless access point (WAP)~~ as shown on plans; and access control and associated cabling to (4) doors.
 - Cabling for ~~WAP and~~ non-TSA data ports to be run from main terminal server room.

2. Technical Specifications/Project Manual

○ Section 26 000 Electrical

- 1.1 B. is revised: ~~New service to be 240V single phase. 208 V three phase service will be provided. Service will be pole mounted on the southeast side of the proposed building.~~
- 2.1 F. 2. Is revised: ~~Charging station specifications: Posi-Charger provided by others installed by contractor. Charging station power requirements are provided in the project plans. Contractor will provide power receptacle; charging station will be installed by others.~~
- 2.2 E. is revised:
 - E. Building Exterior
 1. ~~Provide building or pole mounted lighting to illuminate walking surfaces. Install exterior hood lights provided by Sprung.~~
 - a. Exterior lights controlled by timeclock of photocell
- 2.3 A. 2. is revise: ~~Cabling and terminations to be provided by owner. Provide cabling and terminations.~~
- 2.3 B. is removed.
- 2.3 C. is revised:
 - C. The following items are not included in the scope of the project.
 1. Security System.
 2. ~~Door Access Control System.~~
 3. Surveillance Cameras / Recorders.
 4. CATV or Satellite Video.
 5. Intercom – Public Address.
 6. Ambient music.
 7. Wifi hot spots

3. Appendices

○ Appendix C: Plans

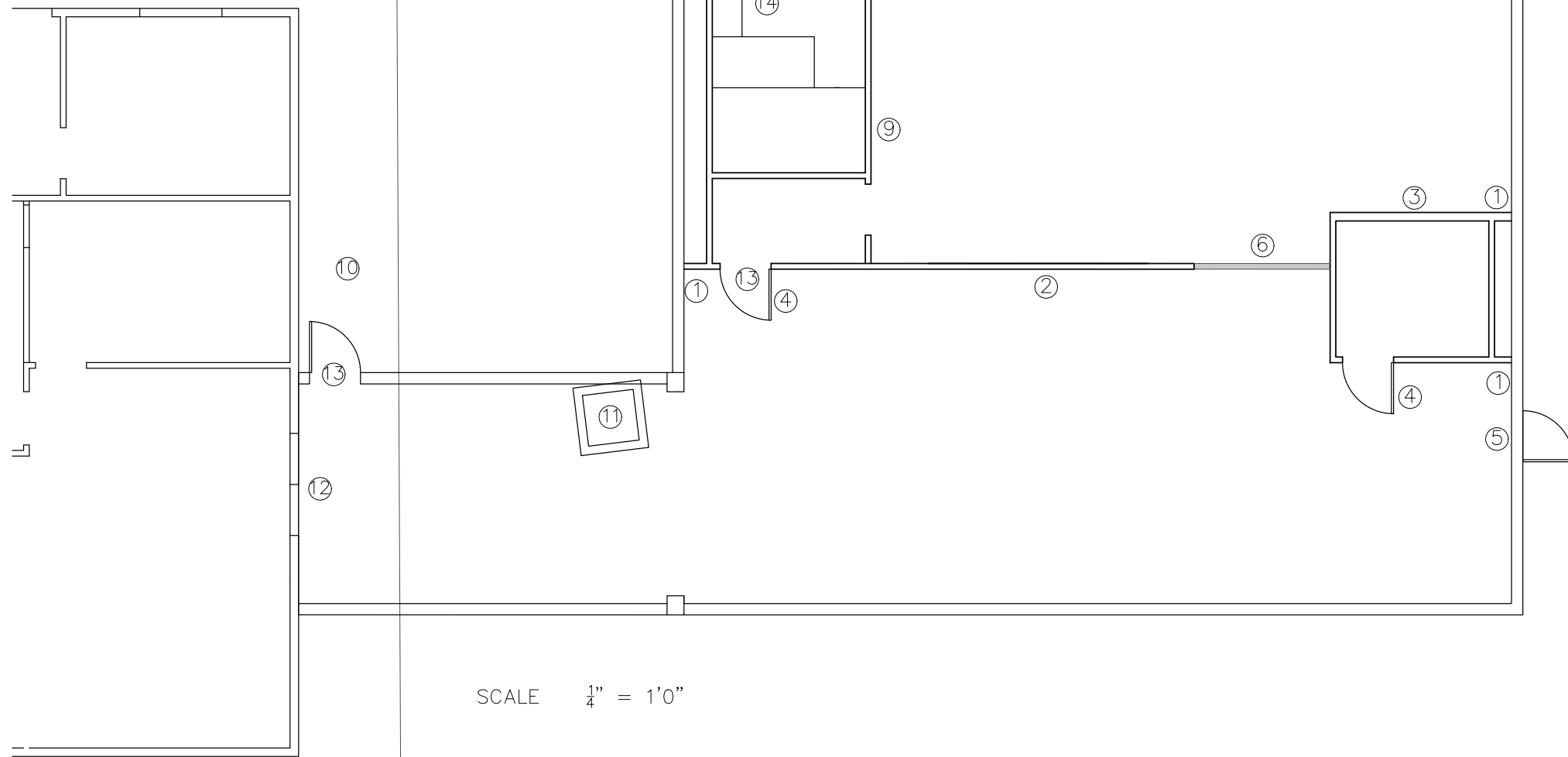
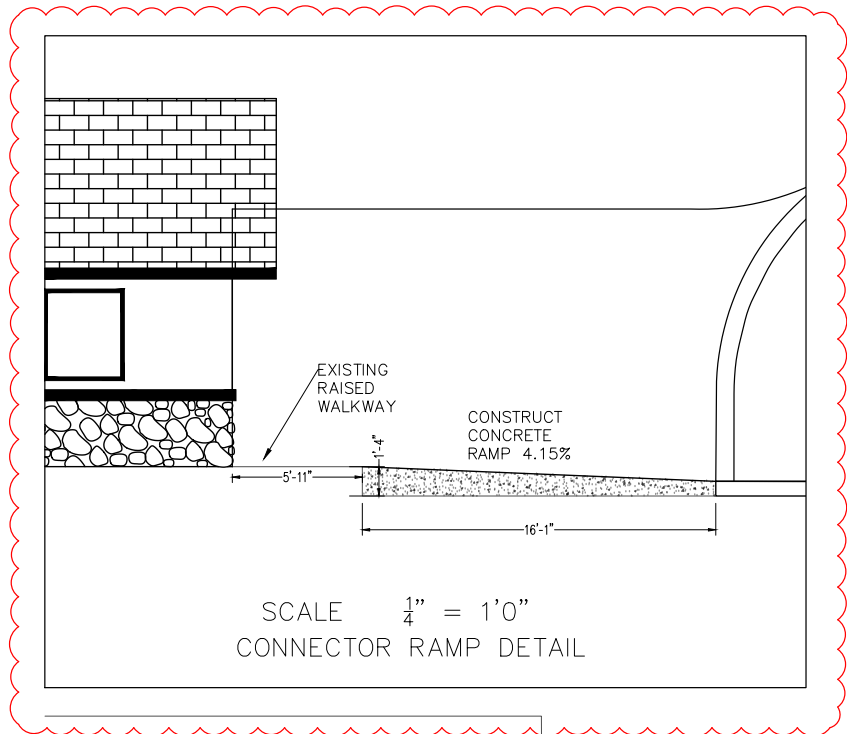
- Sheet A-1: Replace with Addendum No.1 revised drawing, which adds Connector Ramp Detail.
- Sheet E-1: Replace with Addendum No.1 revised drawing, which removes WAP, adds several data ports, and adds 200 Amp main service/meter panel location.

ANSWERS TO BIDDERS' QUESTIONS

Written questions submitted prior to 12:00 July 23, 2021:

1. In the Detailed Project Description in the County Provisions, the Technological Systems scope includes Access Control Systems, Wifi Access Points and data cable installation. In Div 26 Electrical Specifications, the same work is specifically excluded. Please clarify the extent of the low voltage system scope included in the overall scope of work to be bid.

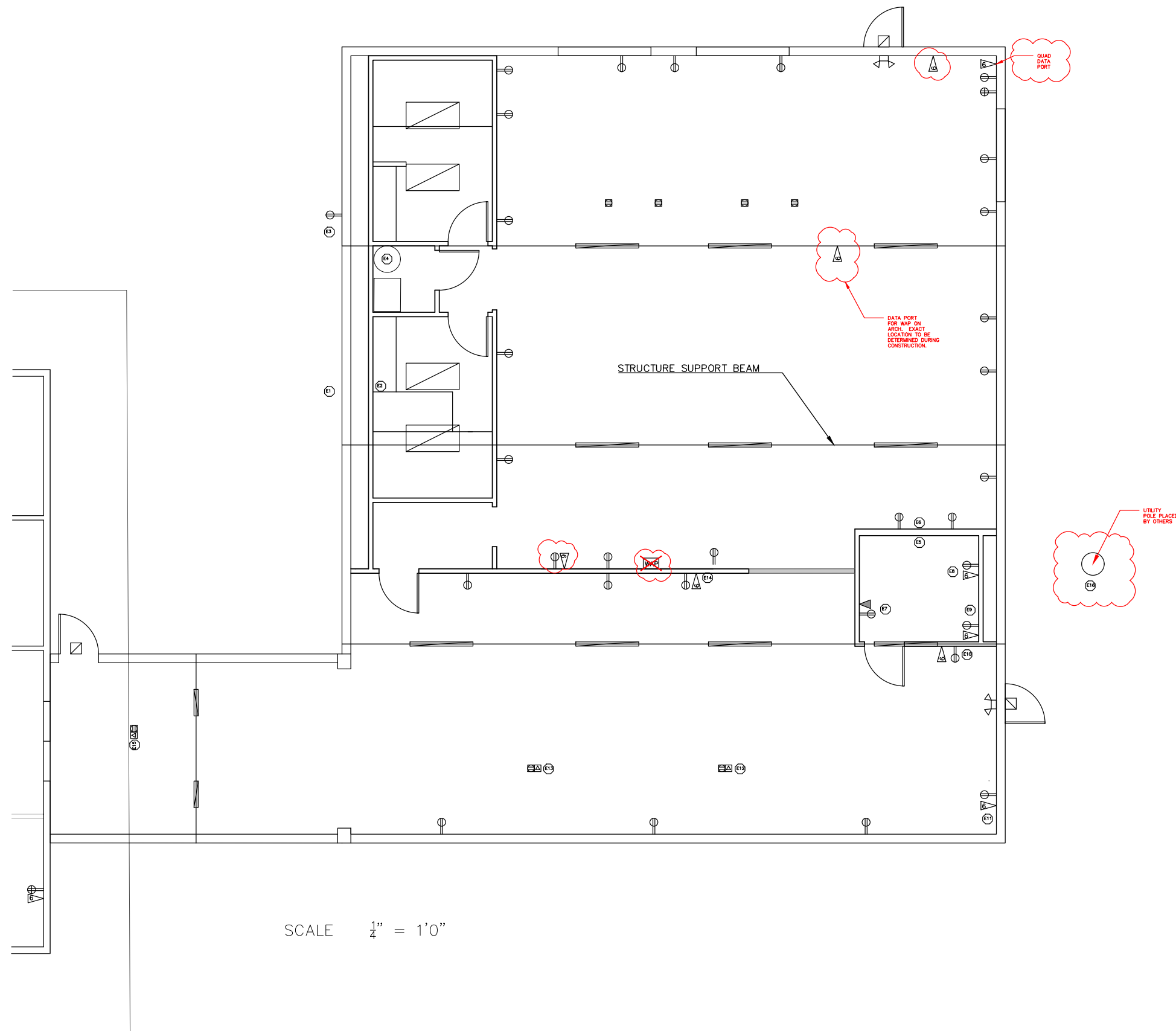
Response: Scope of work has been clarified in the above revisions.



CONSTRUCTION NOTES:

1. EXTEND DRYWALL TO MEMBRANE – CLEARANCE PER MANUFACTURER’S REQUIREMENTS
2. INTERIOR WALLS – 2”X4” 20 GAUGE STEEL STUDS @ 16” O.C. 10’ HIGH (WALLS AGAINST CURVED WALL CAN BE 8’)
3. SUB PANEL WALL – 2”X6” 20 GAUGE STEEL STUDS @ 16” O.C
4. SOLID CORE WOOD DOOR 3’X6’
5. INSTALL EMERGENCY EXIT SIGN AND LIGHT TO COMPLY WITH CODE, AND ALARMED PANIC HARDWARE
6. 8’X8’ OVERHEAD COILING GRILLE
7. 30 GAL ELECTRIC HOT WATER HEATER
8. UTILITY SINK
9. DRINKING FOUNTAIN/BOTTLE REFILLER STATION
10. EXISTING CONCRETE WALKWAY (5’10” WIDE)
11. EXISTING ELECTRICAL VAULT
12. DOUBLE DOOR, WORK BY OTHERS
13. INSTALL PROXIMITY CARD HARDWARE
14. BATHROOM CEILING HEIGHT: 8 FT +/-

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		BISHOP AIRPORT TERMINAL EXPANSION REV. – ADDENDUM NO.1	
Date: JULY 2021		FLOOR PLAN	
Drawn by: ARH	Date: 7/2021	Drawing Name: BIH Terminal Layout.dwg	SHEET A-1



SCALE 1/4" = 1'0"

- PHONE LINE
- IN FLOOR OUTLET/DATA, SEE DETAILS
- DUPLEX OUTLET, @ 22" UNLESS OTHERWISE NOTED
- QUAD OUTLET
- CAT 6 PORT, DUPLEX UNLESS OTHERWISE NOTED
- WAF
WIFI ACCESS POINT
- 2X4 RECESSED 17.5 W LED T8
- 174 W FIXTURE, PROVIDED BY SPRUNG
- 56 W FIXTURE, PROVIDED BY SPRUNG
- EMERGENCY EXIT SIGN/LIGHT
- 30 W EXTERIOR FIXTURE, PROVIDED BY SPRUNG

	Equipment	Breaker (Amp)	Voltage	Load (VA)
E1	Heat pump condenser(s)	Per Manufacturers Specifications		
E2	Air handler(s) [If a split system is used]	Per Manufacturers Specifications		
E3	Posi-Charger station	40	208/3 phase	40 kW
E4	30 gallon electric hot water heater	Per Manufacturers Specifications		
E5	TSA 100 Amp Sub Panel (for E7 -E15)			
E6	100 Amp Sub Panel (for E1-E4, lighting, outlets)			
E7	TSA Duress Alarm	See TSA Sub Panel Details on Sheet E-2		
E8	Private Screening Room			
E9	TSA IT Cabinet			
E10	TSA STSO Podium			
E11	AVS/ETD/BLS			
E12	Front X-Ray Outlet			
E13	Rear X-Ray Outlet			
E14	Future AIT			
E15	TDC			
E16	Main 200 Amp Panel and Meter			

- CONDUIT CAN BE RUN IN SLAB, VERTICALLY ALONG ARCHES, OR HORIZONTALLY THROUGH PRE-DRILLED UTILITY HOLES IN ARCHES.
- DETAILED SPRUNG CONTRACTORS GUIDE PROVIDED AFTER AWARD, INCLUDES FOUNDATION, ELECTRICAL, HVAC, SUSPENSION BRACKET AND PENETRATION GUIDES. IF ADDITIONAL SPECIFIC INFORMATION IS REQUIRED DURING BIDDING PLEASE SUBMIT A REQUEST.

INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	BISHOP AIRPORT TERMINAL EXPANSION REV. - ADDENDUM NO.1	
	Date: JULY 2021	ELECTRICAL PLAN
Drawn by: ARH	Date: 7/2021	Drawing Name: BIH Terminal Layout.dwg

ADDENDUM NO. 2

August 3, 2021

PROJECT: Terminal Expansion Project at the Bishop Airport
BID DUE DATE: Wednesday August 11, 2021 at 3:30 PM
BIDDER QUESTIONS: Monday August 2, 2021 at 5:00 PM
RESPONSE TO BIDDER QUESTIONS: Responses will be posted on the County website by 12:00 PM August 4, 2021
FROM: Ashley Helms, Deputy Director – Airports, Inyo County Public Works

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

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

CONTRACT DOCUMENTS:

1. County Provisions

- Detailed Project Description
 - Access Control Systems is revised:
 - **Provide alarmed panic hardware for (2) exterior doors, as noted on plans.**
 - **Provide proximity card hardware on (3) exterior doors and (1) interior door, as noted on plans.**

2. Technical Specifications/Project Manual

- Section 10 2113.17 Phenolic Toilet Compartments – An alternate has been approved for use in this project:
 - Hiny Hiders Solid Plastic, by Scranton Products. Substitution Request is attached.

3. Appendices

- Appendix A: Documents from Sprung Structure Inc.
 - Replace specification sheets for 277 V light fixtures with specification sheets for 208 V fixtures provided in this addendum.
- Appendix C: Plans
 - Sheet A-1: Replace with Addendum No.2 revised drawing, which modifies access control systems.
 - Sheet E-2: Replace with Addendum No.2 revised drawing, which adds information to clarify the data cable routing.

ANSWERS TO BIDDERS' QUESTIONS

Questions raised during the mandatory pre-bid meeting at 1:00 PM on July 27th, 2021:

BISHOP AIRPORT – TERMINAL EXPANSION PROJECT

Addendum No. 2

1. Do the lights provided by Sprung require a transformer?

Answer: Sprung is able to substitute light fixtures that have an input voltage of 208V, the specification sheets are attached.

2. Can you provide the specifications for the hardware included with the exterior doors provided by Sprung?

Answer: Panic hardware specification sheets are attached. Inyo County will provide and install ALK-1000 Exit Alarm Kit. Alarmed panic hardware is removed from the scope of work as noted earlier in this addendum.

3. Clarify the routing of data cabling.

See attached Revised Sheet E-2. Conduit for the data cabling will be installed in the attic of the main terminal building by County staff prior to construction.

4. What are the dimensions of the electrical hatch shown on Sheet A-1?

Answer: Remove existing hatch door and extend handhole to finished floor elevation. Note that finished floor is sloped and handhole top shall be adjusted accordingly. Provide 6 in +/- wide concrete collar extension of existing communications handhole. Hatch shall have a 36 in x 36 clear opening, and be made of corrosion resistant aluminum or galvanized metal pan type (concrete inset) with lift assistance. Bilco Type TER or approved equal.

5. What type of door hardware is required for the TSA Private Screening Room?

Answer: This room must have locking door hardware, but does not require an access control system.

6. Does the Sprung Structure need to be grounded?

Answer: Awaiting final confirmation from Vendor, but they have indicated that “electrical grounding as lighting protection is only used in high risk areas, only when necessary.”

Questions submitted via email prior to 5:00 PM on August 2nd, 2021:

1. Please provide the start date for construction.

Answer: Anticipated schedule –

Bid Opening	August 11
Schedule of Values due	August 13
Contract Award	August 24
Notice to Proceed	September 6

SUBSTITUTION REQUEST
(During the Bidding/Negotiating Stage)

Project: <u>Bishop Airport Terminal Expansion (21-701201)</u>	Substitution Request Number: <u>SubReq-17289</u>	
<u>BISHOP, CA</u>	From: <u>Erik Muir, Scranton Products</u>	
To: <u>Ashley Helms, County of Inyo</u>	Date: <u>07/28/2021</u>	
<u>ahelms@inyocounty.us, 760-878-0201</u>	A/E Project Number: _____	
Re: <u>Phenolic Toilet Compartments</u>	Contract For: <u>County of Inyo</u>	

Specification Title: <u>Phenolic Toilet Compartments</u>	Description: <u>Manufacturers</u>
Section: <u>10 2113.17</u> Page: <u>1</u>	Article/Paragraph: <u>2.1</u>

Proposed Substitution: <u>Hiny Hiders Solid Plastic</u>			
Manufacturer: <u>Scranton Products</u>	Address: <u>scrantonproducts.com</u>	Phone: <u>570-348-0997</u>	
Trade Name: <u>Scranton Hiny Hiders Solid Plastic</u>		Model No.: <u>N/A</u>	

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.

Submitted by: Erik Muir

Signed by: Erik Muir

Firm: Scranton Products

Address: 801 E. Corey Street
Scranton, Pennsylvania 18504

Telephone: (570) 348-0997, erik.muir@azekco.com

A/E' s REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: *A. Helms* Date: 7.28.21

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

Advanced LED Commercial Lighting Technology

Energy Saving | Surge Protection | Heat Reduction

Stellar Smart Energy Solutions designs and produces advanced LED lighting systems and operating software for commercial installations and indoor agriculture.

Stellar LED lighting technology significantly reduces energy costs, protects against power surges, and lowers radiant heat. Warehouse, factory and outdoor installations use local mesh networking to monitor performance and control brightness and timing of each isle or section of the facility. In warehouse isles Stellar lighting control sensors have the unique ability to determine the number of people or forklifts coming and going and then dim the lights when empty to save energy.



Stellar20" Light Fixture

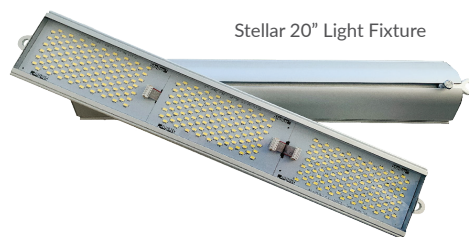
ENERGY SAVINGS | 50-80%

The Stellar team conducts an on-site energy use assessment to generate a power savings profile. Then, needs and functionality are determined to provide a complete cost/benefit analysis. A 50-80% energy savings can be expected from a basic installation.

Savings over 70% can be achieved when replacing sodium vapor lamps with Stellar's complete Smart Energy LED solution.

RETROFIT | MODULARITY

A key advantage of the Stellar LED system is the ease of installation over existing construction and the modular design that expands each fixture to provide the exact luminance required. Speed of installation and the ability to use existing wiring greatly reduces costs.



Stellar 20" Light Fixture

STELLAR LED LIGHTING ADVANTAGES

- Lower Energy Costs
- Power Surge Protection
- LED Longevity
- Heat Management
- Lighting Controls | Dimmable
- Wireless Mesh Networking
- No Secondary Comm. Line
- Flexible Modular Design
- Monitoring Sensors
- Moisture Resistant
- Dust Resistant
- Corrosion Resistant
- Bird Nest Resistant
- No Bulky Heat Sync or Ballasts
- Installs Over Existing Wiring

GENERAL INFORMATION

MANUFACTURER:	Stellar Smart Energy Solutions, LLC
MODEL NUMBER:	RT20L208v E4210048
DRIVER MODEL NUMBER:	CUSTOM DRIVER

TEST SUMMARY

TOTAL LUMENS:	4900.38
EFFICACY:	96.64
COLOR RENDERING INDEX:	84.9
CORRELATED COLOR TEMPERATURE:	5848
INPUT VOLTAGE (VAC/60HZ):	207.98
INPUT CURRENT (AMP):	0.2990
INPUT POWER (W):	50.71
INPUT POWER FACTOR:	0.8154
CURRENT ATHD (%):	70.5%

LED & DRIVER SPECIFICATIONS

DIMMABLE	1%-100%**	POWER FACTOR	> .90*
INPUT FREQUENCY (HZ):	50/60Hz	THD	< 20%*
LIFETIME RATING:	60,000 hours @ 80o C	SURGE PROTECTION	10kV

*Can be adjusted based on custom requirements and configurations

** Dimming options included with Stellar Smart software

*** Range of variability is +/- 10% of the specified voltage

LUMINAIRE

PART #	BOM #	DESCRIPTION
RT20L208V	1	208V 20" UD 2.0 Asm
RT20L240V	2	240V 20" UD 2.0 Asm
RT20L277V	3	277V 20" UD 2.0 Asm
RT40L208V	4	208V 40" UD 2.0 Asm
RT40L240V	5	240V 40" UD 2.0 Asm
RT40L277V	6	277V 40" UD 2.0 Asm
RT60L208V	7	208V 60" UD 2.0 Asm
RT60L240V	8	240V 60" UD 2.0 Asm
RT60L277V	9	277V 60" UD 2.0 Asm
RT80L208V	10	208V 80" UD 2.0 Asm
RT80L240V	11	240V 80" UD 2.0 Asm
RT80L277V	12	277V 80" UD 2.0 Asm

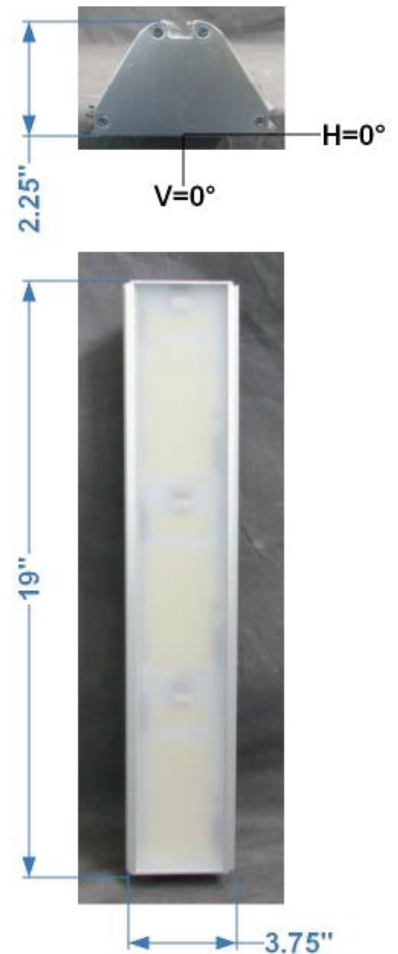


FIG. 1 LUMINAIRE

Advanced LED Commercial Lighting Technology

Energy Saving | Surge Protection | Heat Reduction

Stellar Smart Energy Solutions designs and produces advanced LED lighting systems and operating software for commercial installations and indoor agriculture.

Stellar LED lighting technology significantly reduces energy costs, protects against power surges, and lowers radiant heat. Warehouse, factory and outdoor installations use local mesh networking to monitor performance and control brightness and timing of each isle or section of the facility. In warehouse isles Stellar lighting control sensors have the unique ability to determine the number of people or forklifts coming and going and then dim the lights when empty to save energy.



Stellar 60" Light Fixture

ENERGY SAVINGS | 50-80%

The Stellar team conducts an on-site energy use assessment to generate a power savings profile. Then, needs and functionality are determined to provide a complete cost/benefit analysis. A 50-80% energy savings can be expected from a basic installation.

Savings over 70% can be achieved when replacing sodium vapor lamps with Stellar's complete Smart Energy LED solution.

RETROFIT | MODULARITY

A key advantage of the Stellar LED system is the ease of installation over existing construction and the modular design that expands each fixture to provide the exact luminance required. Speed of installation and the ability to use existing wiring greatly reduces costs.

STELLAR LED LIGHTING ADVANTAGES

- Lower Energy Costs
- Power Surge Protection
- LED Longevity
- Heat Management
- Lighting Controls | Dimmable
- Wireless Mesh Networking
- No Secondary Comm. Line
- Flexible Modular Design
- Monitoring Sensors
- Moisture Resistant
- Dust Resistant
- Corrosion Resistant
- Bird Nest Resistant
- No Bulky Heat Sync or Ballasts
- Installs Over Existing Wiring

GENERAL INFORMATION

MANUFACTURER:	Stellar Smart Energy Solutions, LLC
MODEL NUMBER:	RT60L208V E4210584
DRIVER MODEL NUMBER:	CUSTOM DRIVER

TEST SUMMARY

TOTAL LUMENS:	16129.51
EFFICACY:	97.86
COLOR REDERING INDEX:	83.7
CORRELATED COLOR TEMPERATURE:	5722
INPUT VOLTAGE (VAC/60HZ):	208.00
INPUT CURRENT (AMP):	0.9651
INPUT POWER (W):	164.83
INPUT POWER FACTOR:	0.8212
CURRENT ATHD (%):	69.1%

LED & DRIVER SPECIFICATIONS

DIMMABLE	1%-100%**	POWER FACTOR	> .90*
INPUT FREQUENCY (HZ):	50/60Hz	THD	< 20%*
LIFETIME RATING:	60,000 hours @ 80o C	SURGE PROTECTION	10kV

*Can be adjusted based on custom requirements and configurations

** Dimming options included with Stellar Smart software

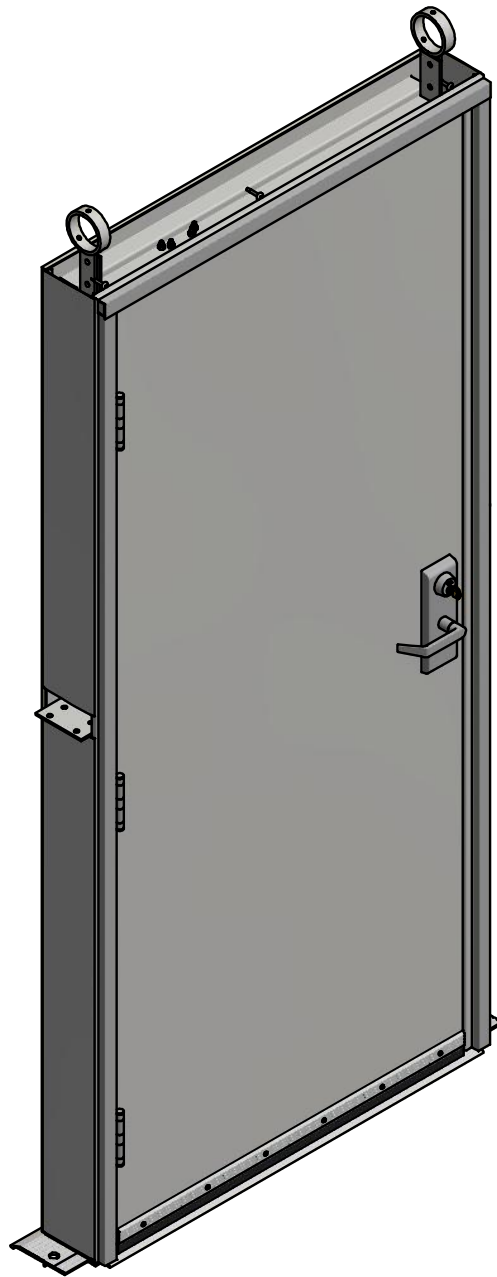
*** Range of variability is +/- 10% of the specified voltage

LUMINAIRE

PART #	BOM #	DESCRIPTION
RT20L208V	1	208V 20" UD 2.0 Asm
RT20L240V	2	240V 20" UD 2.0 Asm
RT20L277V	3	277V 20" UD 2.0 Asm
RT40L208V	4	208V 40" UD 2.0 Asm
RT40L240V	5	240V 40" UD 2.0 Asm
RT40L277V	6	277V 40" UD 2.0 Asm
RT60L208V	7	208V 60" UD 2.0 Asm
RT60L240V	8	240V 60" UD 2.0 Asm
RT60L277V	9	277V 60" UD 2.0 Asm
RT80L208V	10	208V 80" UD 2.0 Asm
RT80L240V	11	240V 80" UD 2.0 Asm
RT80L277V	12	277V 80" UD 2.0 Asm



FIG. 1 LUMINAIRE



**SINGLE PERSONNEL DOOR
LEFT HAND REVERSE**

SPD (3070) PACKAGES	
PART NUMBER	DESCRIPTION
PDP5-1346	PANIC SPD 3070 HT LHR
PDP5-1347	PANIC SPD 3070 HT TUBE LHR
PDP5-1348	PANIC SPD 3070 HT TYPE N LHR
PDP5-1349	PANIC SPD 3070 HT TYPE G LHR
	PANIC SPD 3070 HT TYPE G2 LHR
PDP5-1350	PANIC SPD 3070 HT TYPE N TUBE LHR
PDP5-1351	PANIC SPD 3070 HT TYPE G TUBE LHR
	PANIC SPD 3070 HT TYPE G2 TUBE LHR
PDP5-R71346	PANIC SPD 3070 HT LHR INS R7
PDP5-R71347	PANIC SPD 3070 HT TUBE LHR INS R7
PDP5-R71348	PANIC SPD 3070 HT TYPE N LHR INS R7
PDP5-R71349	PANIC SPD 3070 HT TYPE G LHR INS R7
	PANIC SPD 3070 HT TYPE G2 LHR INS R7
PDP5-R71350	PANIC SPD 3070 HT TYPE N TUBE LHR INS R7
PDP5-R71351	PANIC SPD 3070 HT TYPE G TUBE LHR INS R7
	PANIC SPD 3070 HT TYPE G2 TUBE LHR INS R7
	PANIC SPD 3070 HT F.E. INS LHR
	PANIC SPD 3070 HT F.E. INS TYPE N LHR
	PANIC SPD 3070 HT F.E. INS TYPE G LHR
	PANIC SPD 3070 HT F.E. INS TYPE G2 LHR
	PANIC SPD 3070 HT F.E. INS LHR INS R7
	PANIC SPD 3070 HT F.E. INS TYPE N LHR INS R7
	PANIC SPD 3070 HT F.E. INS TYPE G LHR INS R7
	PANIC SPD 3070 HT F.E. INS TYPE G2 LHR INS R7

BILL OF MATERIALS					
ITEM	QTY	TITLE	LENGTH	STOCK CODE	WT. (lb)
1	1	PERSONNEL DOOR CLOSER SHIM PLATE	4"	ABF5-1000	0.13
2	1	TAPE CT3 DBL SIDED (ADCO 3045 1in)	38 1/2"	ADS1-1003R	0.02
3	2	TAPE CT3 DBL SIDED (ADCO 3045 1in)	84 5/8"	ADS1-1003R	0.04
4	1	DOOR CLOSER (DESIGN HARDWARE SERIES 416 AL)		DCL3-2942R	16.92
5	1	FRAME PANIC 3070 LHR PWDRCT (ULTRA-LITE DOORS 14GA)		DFR3-4011	63.40
6	3	DOOR HINGE/BUTT (DESIGN HARDWARE BB5 NRP US32D)		DHI3-3028R	0.60
7	1	HIGH TRAFFIC LEVER TRIM-STEEL (DESIGN HARDWARE LE-08-2 32D ENTRY)		DPA3-2972R	2.27
8	1	PANIC CYLINDER & KEY (LEVER) (Yale 6 PIN 2153)		DPA3-2984R	0.40
9	1	HIGH TRAFFIC PANIC BAR - STEEL (DESIGN HARDWARE 100R33 32D)		DPA5-2970	7.57
10	1	PRESSURE PLATE (1"-8"-1")	38 1/2"	DPC1-3740R	0.62
11	2	PRESSURE PLATE (1"-8"-1")	84 5/8"	DPC1-3740R	1.36
12	1	DRIP EDGE PRESSURE PLATE CAP	39 3/4"	DPC1-3800R	0.81
13	2	PRESSURE PLATE CAP	84 5/8"	DPC1-3810R	1.51
14	2	END PLUG	1/2"	DPC5-3810	0.03
15	1	DOOR RAIN CAP (3070)	35 1/2"	DRA5-2950	0.37
16	1	WEATHERSTRIP STEEL 7 FT. (2 1/4"-6"-2 1/4") (DRAFTSEAL DS422Wx7')	34 3/4"	DSR1-3659R	0.88
17	2	WEATHERSTRIP STEEL 7 FT. (2 1/4"-6"-2 1/4") (DRAFTSEAL DS422Wx7')	82 3/4"	DSR1-3659R	2.10
18	1	DOOR SWEEP 3 FT (2 1/2"-6"-2 1/2") (DRAFT SEAL DS138-2X36 ALUM. SWEEP)	35 5/8"	DSW3-2945R	1.17
19	1	DOOR BRUSH SWEEP 3 FT (2 1/2"-6"-2 1/2") (DRAFT SEAL DS148X36)	34 3/4"	DSW3-2947R	0.42
20	1	THRESHOLD WIDE SPD	45"	DTH1-3704	5.64
21	4	3/8"Ø x 1" HEX HEAD BOLT	1"	FBO3-1159R	0.05
22	6	NUTSERT 1/4" # 215-055		FNU3-1017R	0.02
23	4	NUT LOCK 1/4"		FNU3-1040R	0.01
24	4	3/8" HEX NUT		FNU3-1280R	0.02
25	2	DOOR/VENT RING SMALL		FRN1-3710	1.20
26	34	#8-18x1 1/2" ROB PAN SELF TAP	1/2"	FSC3-1743R	0.00
27	45	1/4"Ø x 1 1/4" TEKSCREW	1 1/4"	FSC3-1861R	0.03
28	4	#20 - 1/4"x1 1/2" FLAT HEAD MACHINE SCREW	1 1/2"	FSC3-1880R	0.02
29	8	5/16" I.D. x 7/8" O.D. WASHER		FWA3-1263R	0.01
30	2	PLASTIC SNAP CAP	46 1/2"	SBDSC5-LOWER46.5	1.09
31	2	PLASTIC SNAP CAP	37 1/4"	SBDSC5-UPPER37.25	0.88
32	1	DOOR SGL PANIC LEFT HAND REVERSE 3070 ACTIVE (VISION LS-SERIES 18Ga.)		SEE SLAB OPTIONS	72.09
33	1	SPACER TUBE (IF REQUIRED)	39 5/8"	SEE TUBING OPTIONS	2.03
34	2	SPACER TUBE (IF REQUIRED)	84 5/8"	SEE TUBING OPTIONS	4.32



TITLE
PANIC SPD 3070 HT LHR

END USE
ALL STRUCTURES

DRAWN BY
A. BENKOVSKIY

DATE DRAWN
3/19/2010

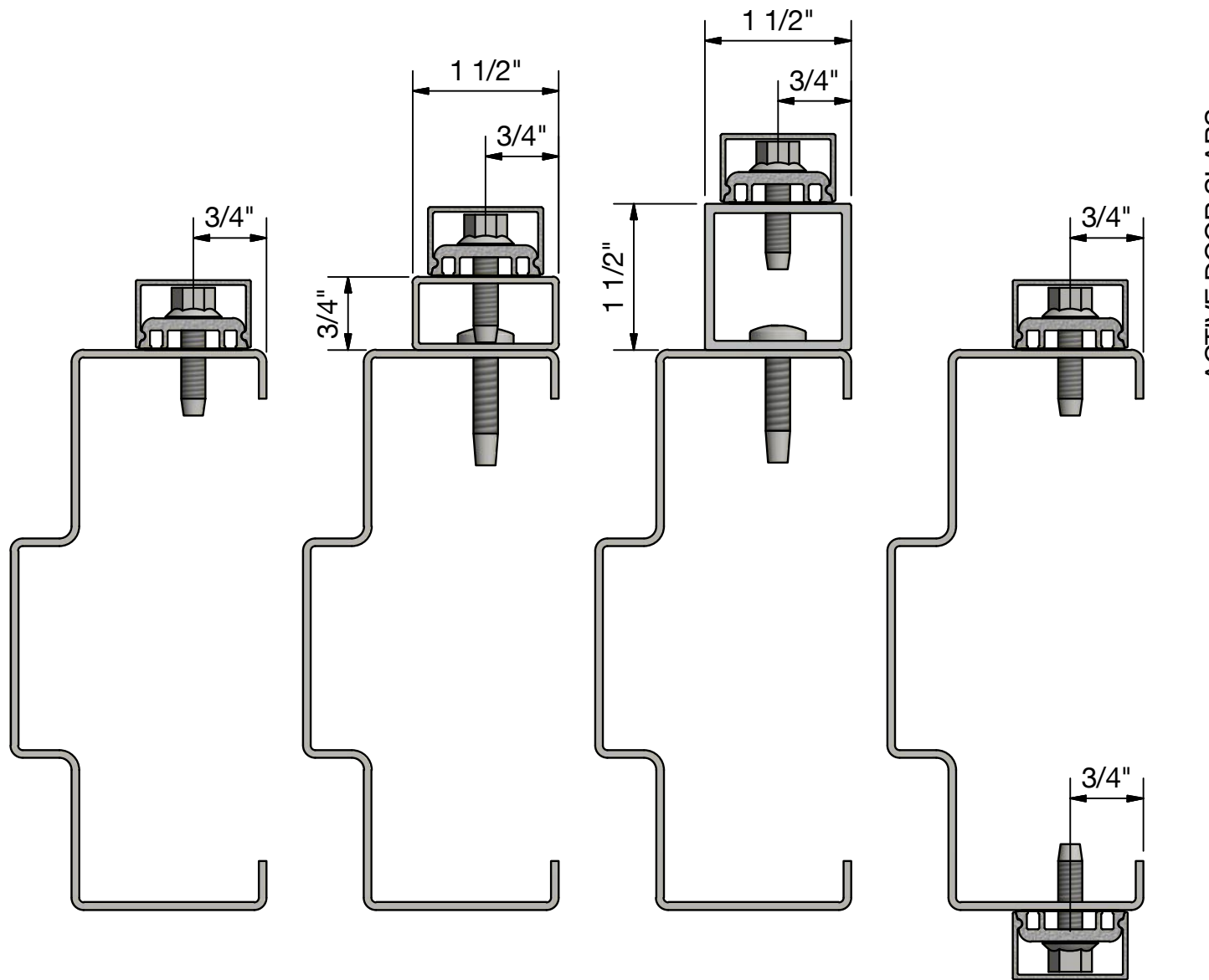
REVISION DATE
8/17/2017

AUTHORIZED BY
V. ROBINSON

DO NOT SCALE DRAWING

REVISION NUMBER
1

PANIC SPD 3070 HT LHR



STANDARD
TUBE NOT REQUIRED
SEE DETAIL-PPA

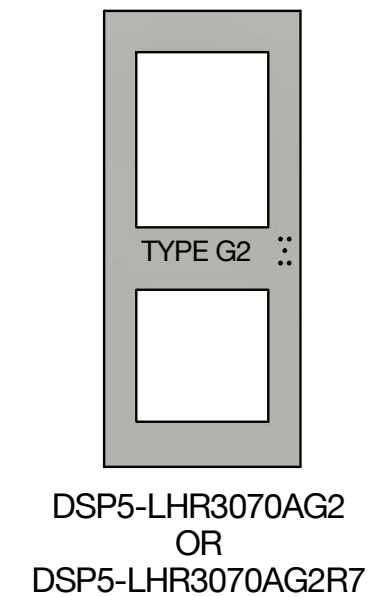
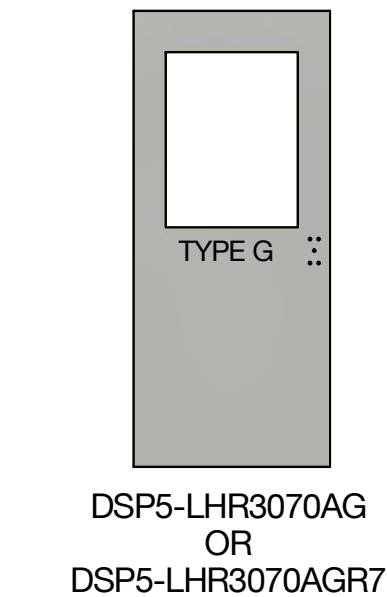
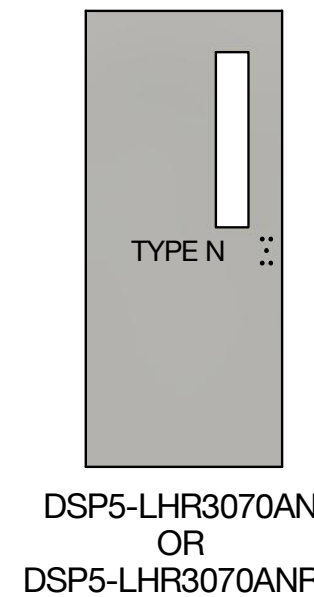
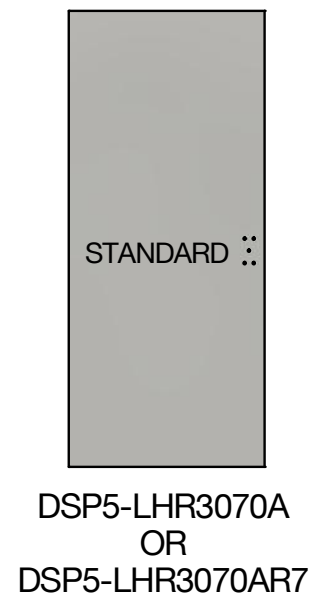
OPTIONAL TUBING
WITH 3/4" x 1 1/2"
STEEL TUBE
(STU2-1005R)
SEE DETAIL-PPC

STANDARD TUBING
WITH 1 1/2" x 1 1/2"
ALUMINUM TUBE
(ATU1-2255R)
SEE DETAIL-PPC

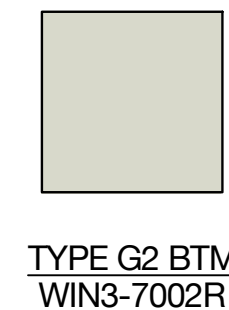
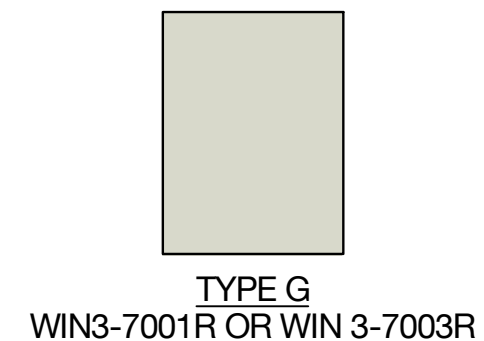
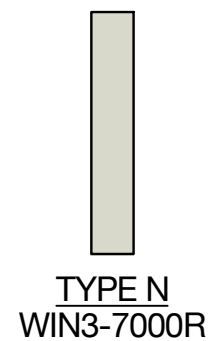
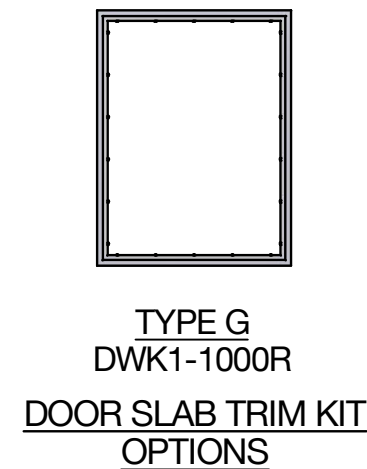
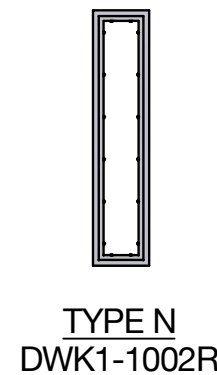
DOUBLE PRESSURE
PLATE AND CAP
TUBE NOT REQUIRED
SEE DETAIL-PPA

TUBING OPTIONS &
FABRIC TERMINATION DETAIL

ACTIVE DOOR SLABS



DOOR SLAB OPTIONS



DOOR SLAB GLASS OPTIONS



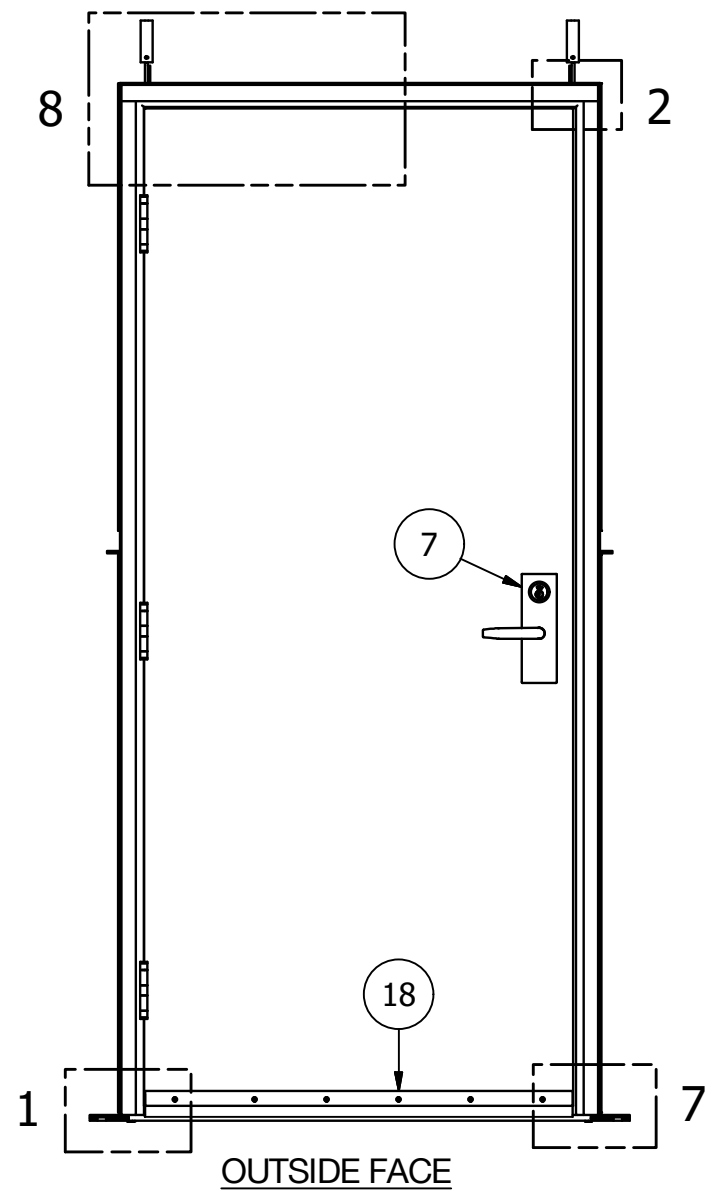
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PANIC SPD 3070 HT LHR
END USE
ALL STRUCTURES

DRAWN BY
A. BENKOVSKIY
AUTHORIZED BY
V. ROBINSON

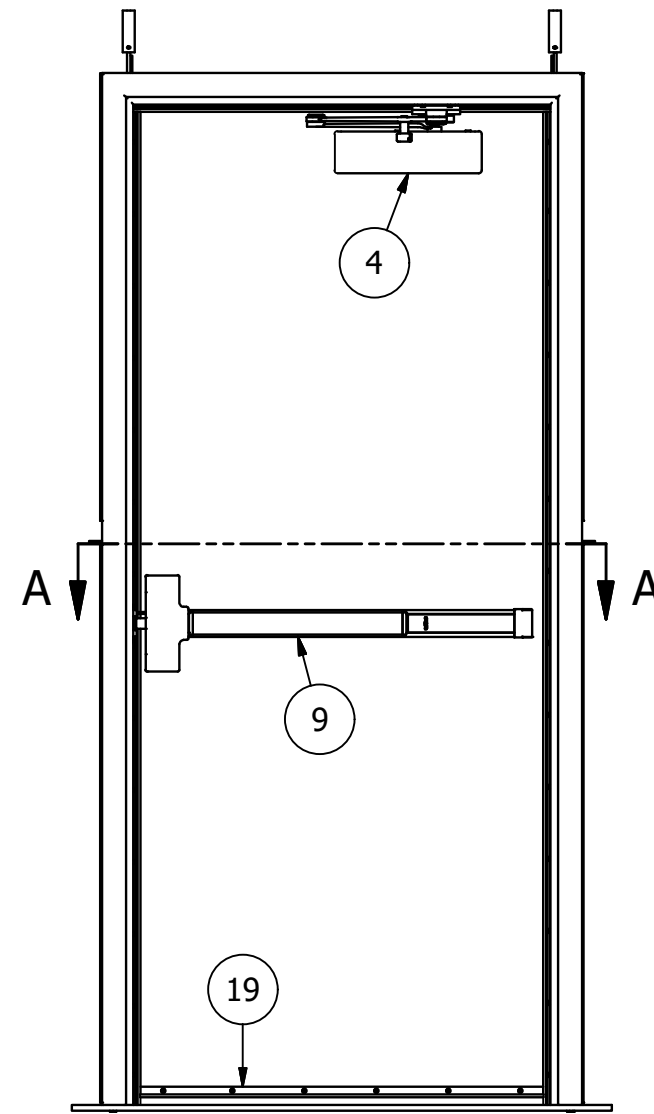
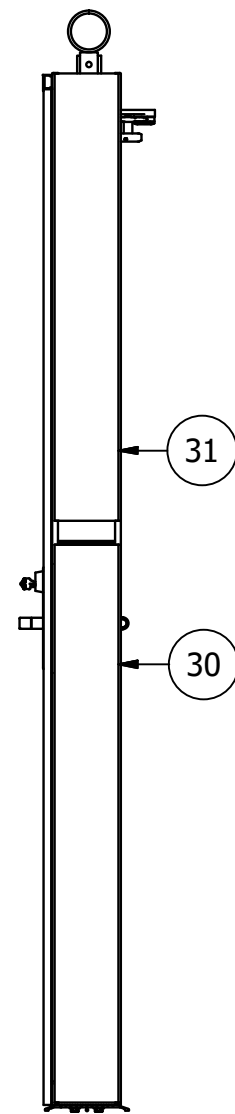
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3/19/2010
DO NOT SCALE
DRAWING

REVISION DATE
8/17/2017
REVISION NUMBER
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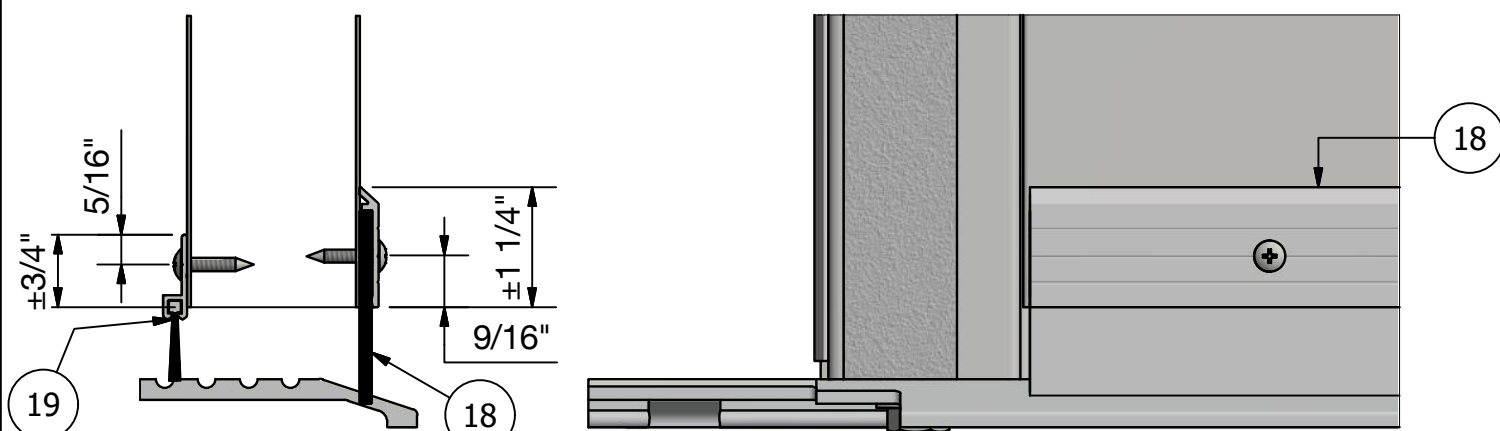
PANIC SPD 3070 HT LHR



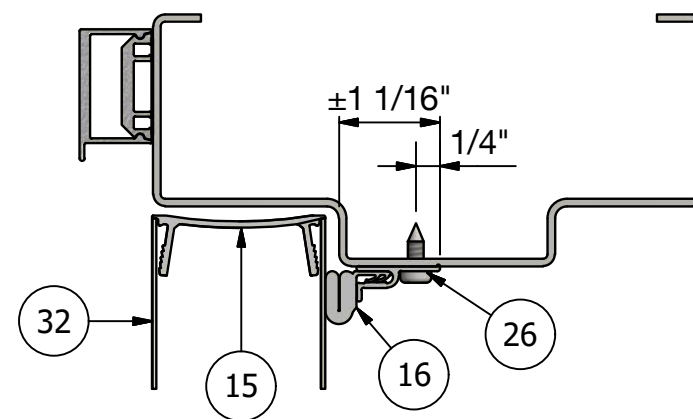
OUTSIDE FACE



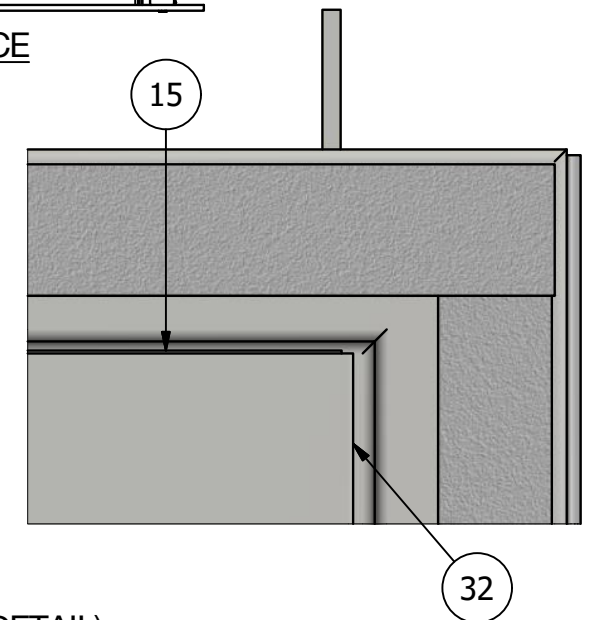
INSIDE FACE



DETAIL 1
(DOOR SWEEP DETAIL)



DETAIL 2
(DOOR RAIN CAP DETAIL)



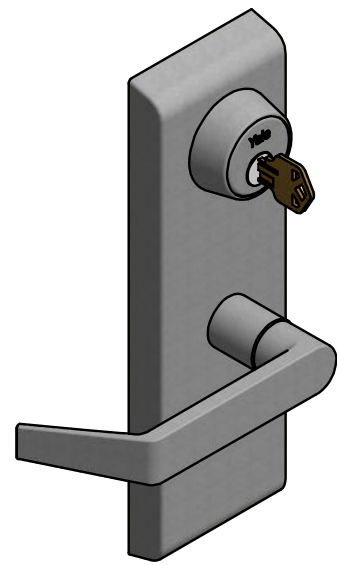
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PANIC SPD 3070 HT LHR
END USE
ALL STRUCTURES

DRAWN BY
A. BENKOVSKIY
AUTHORIZED BY
V. ROBINSON

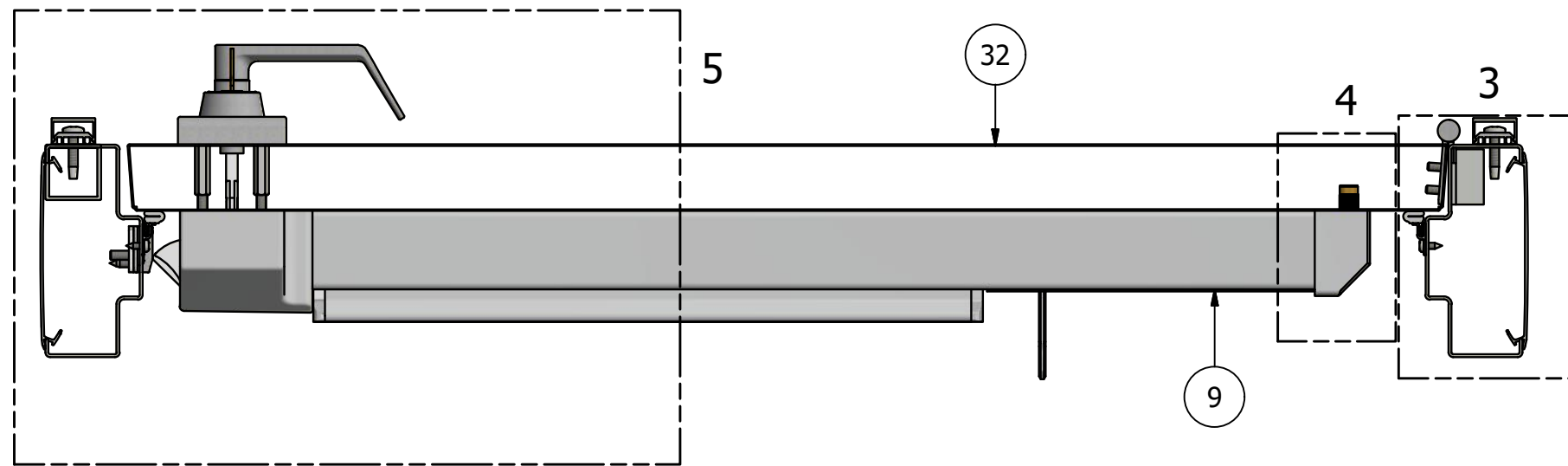
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REVISION DATE
8/17/2017
REVISION NUMBER
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PANIC SPD 3070 HT LHR



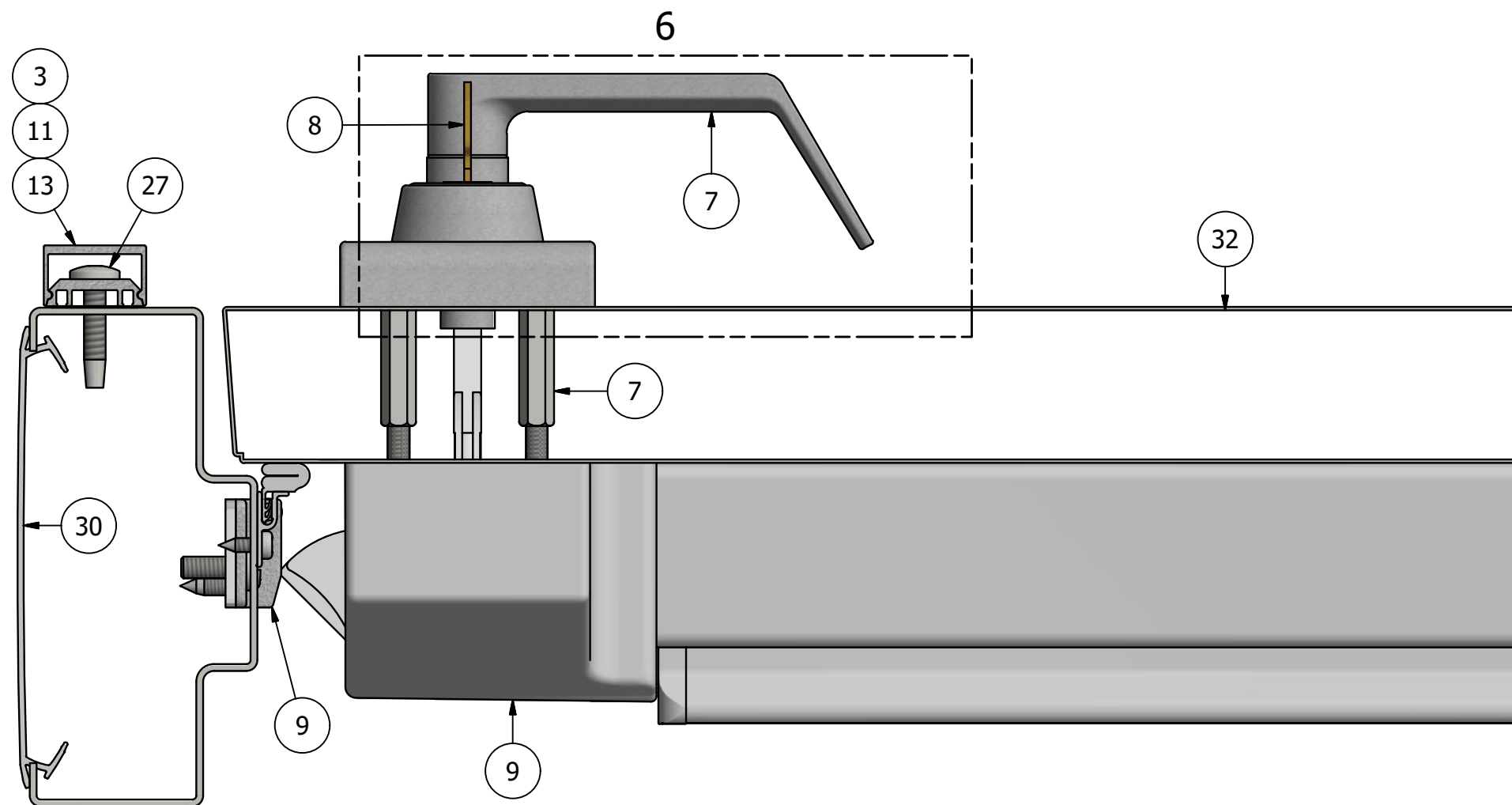
DETAIL 6
(LEVER TRIM DETAIL)



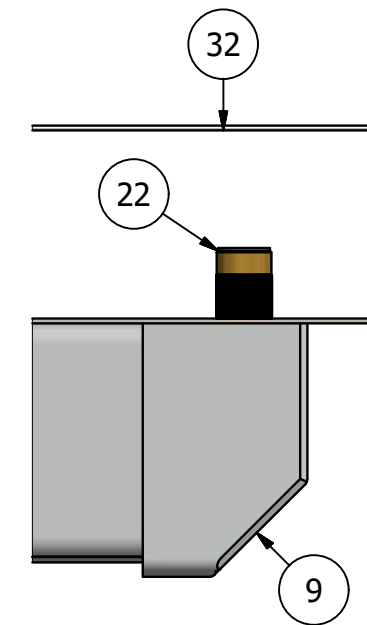
SECTION A-A



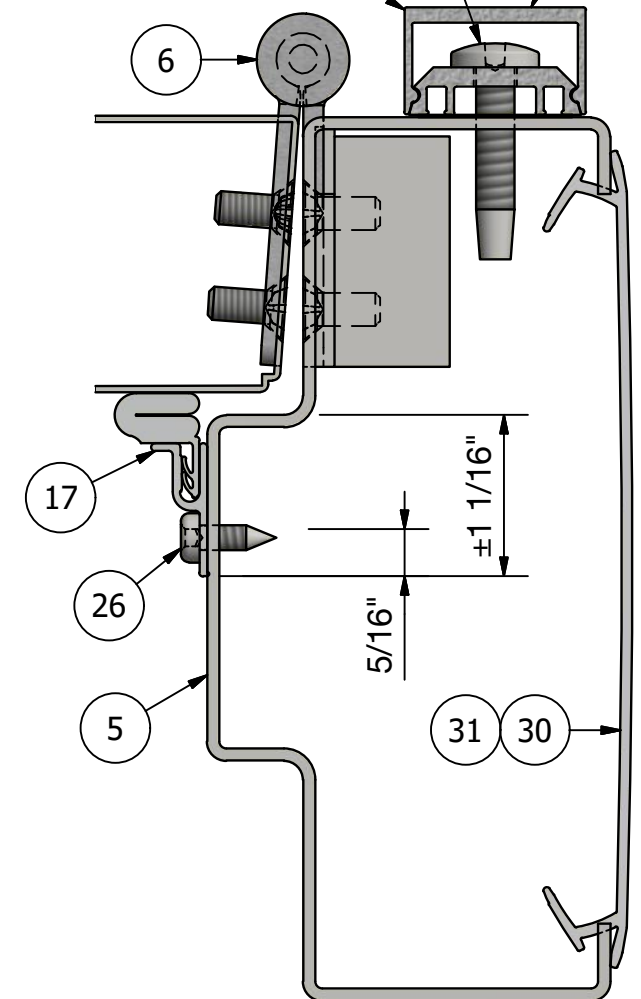
SEE FABRIC
TERMINATION DETAIL



DETAIL 5
(PANIC BAR MOUNT DETAIL)



DETAIL 4
(PANIC BAR MOUNT DETAIL)



DETAIL 3
(HINGE DETAIL)



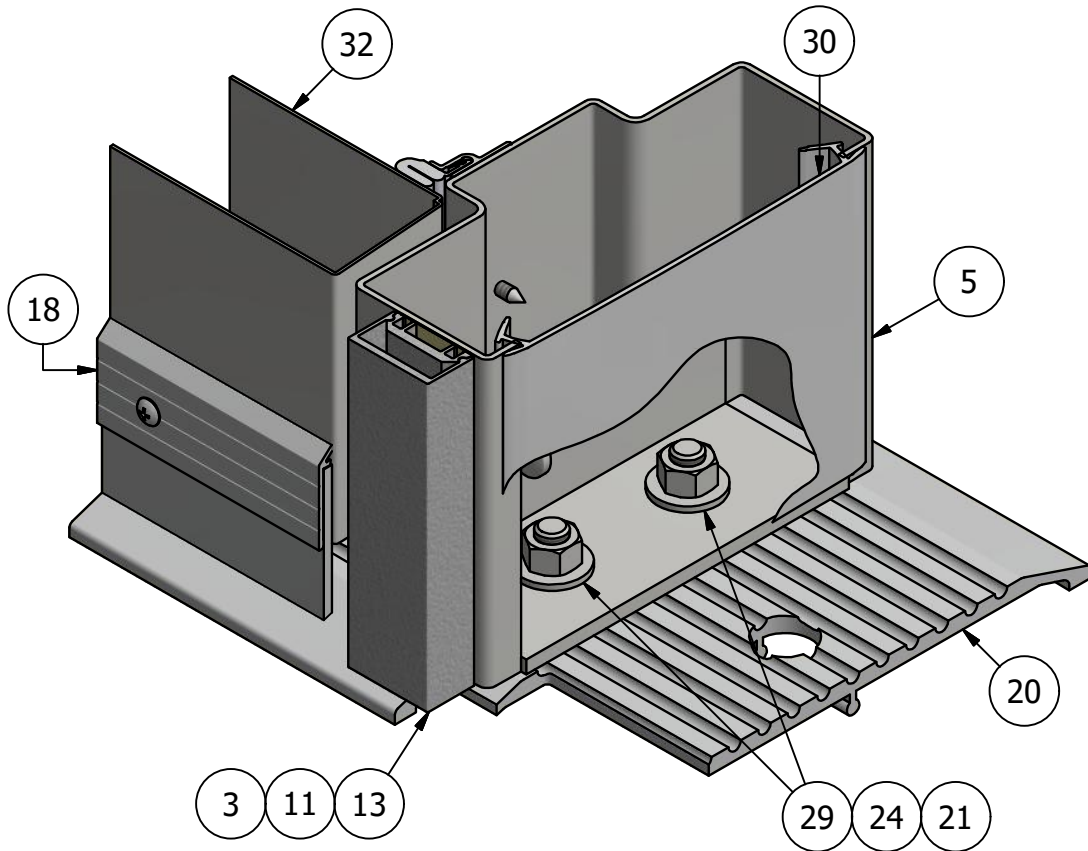
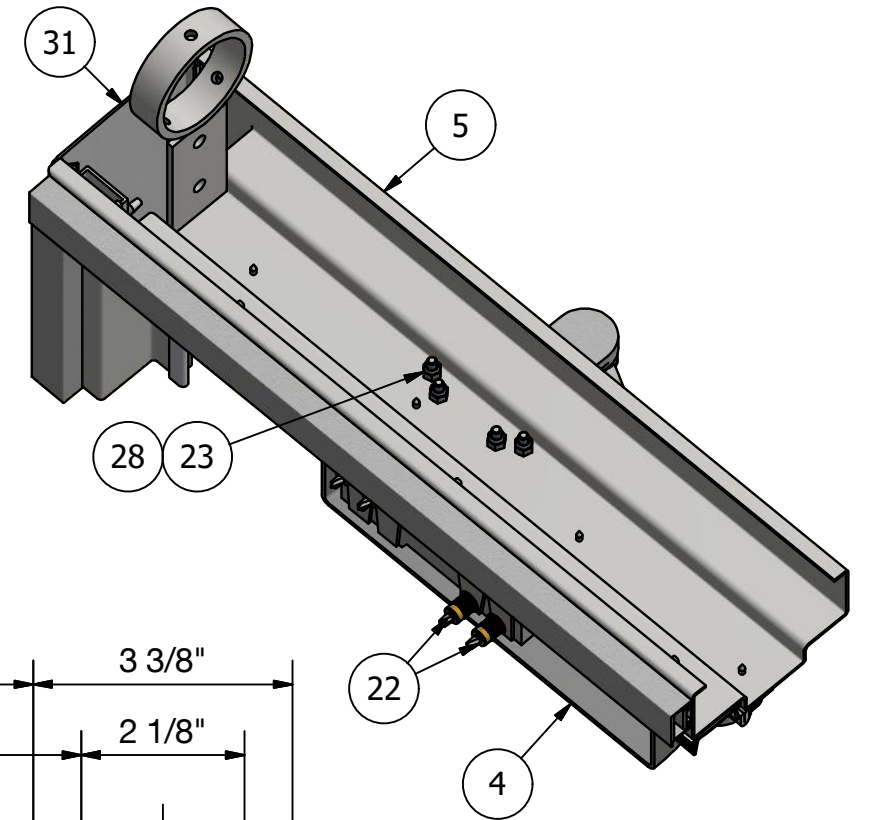
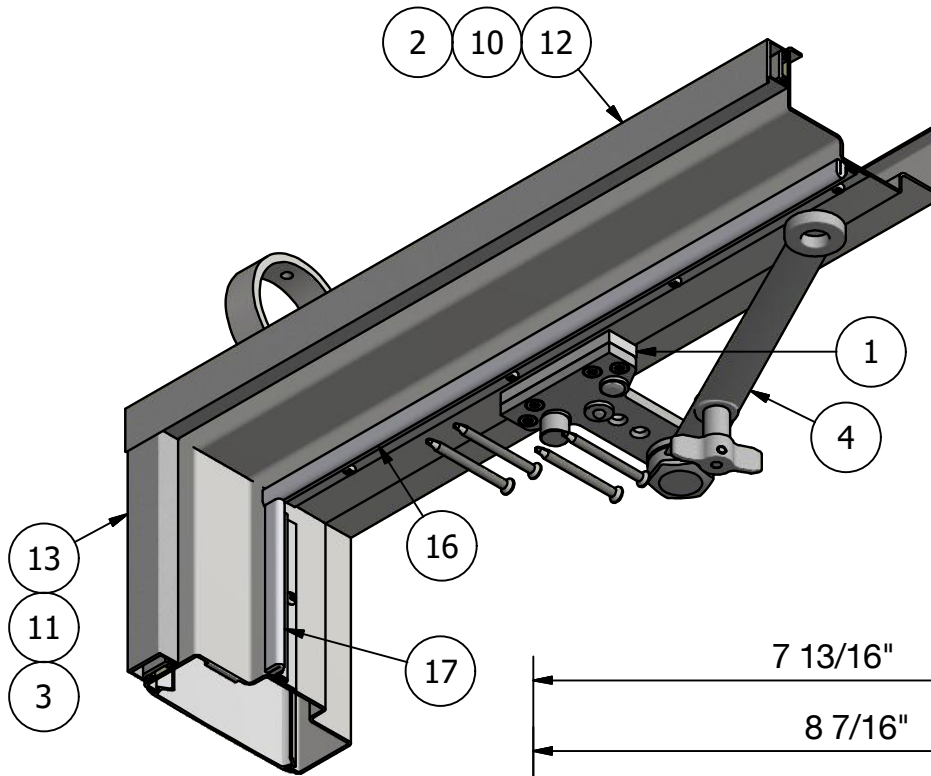
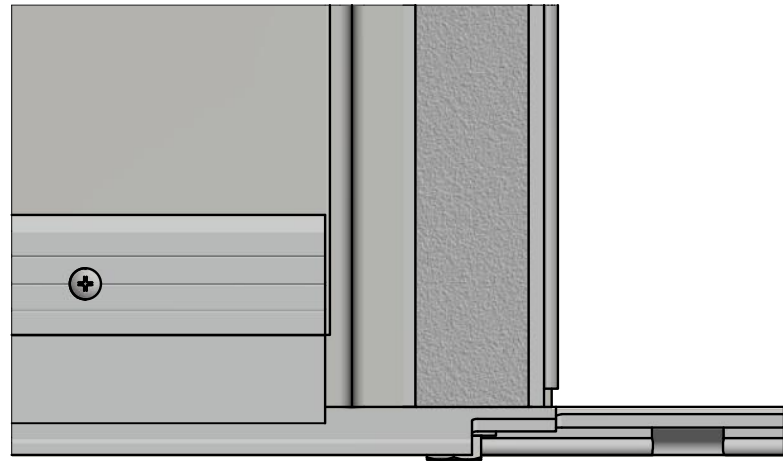
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PANIC SPD 3070 HT LHR
END USE
ALL STRUCTURES

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A. BENKOVSKIY
AUTHORIZED BY
V. ROBINSON

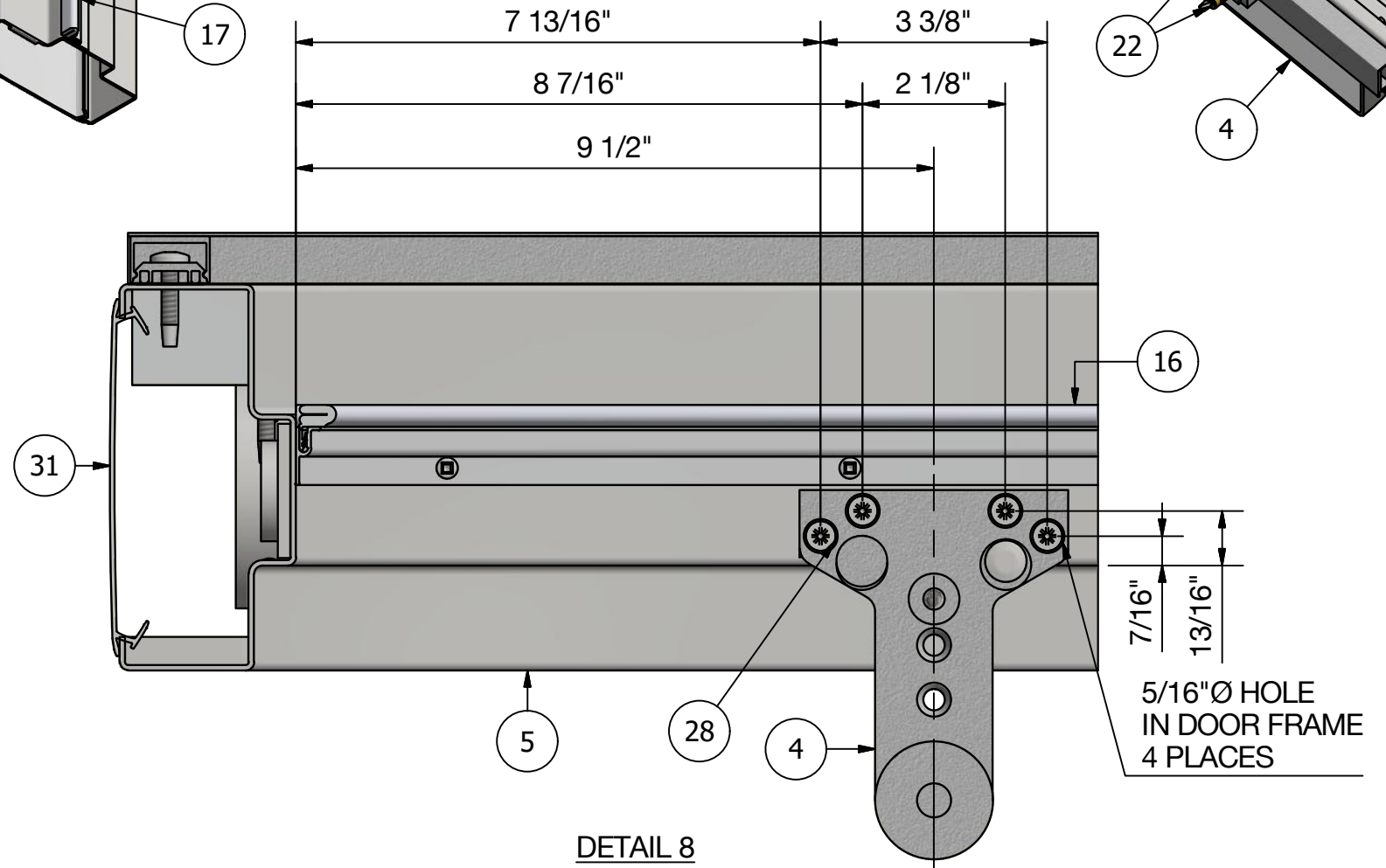
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3/19/2010
DO NOT SCALE
DRAWING

REVISION DATE
8/17/2017
REVISION NUMBER
1

PANIC SPD 3070 HT LHR



DETAIL 7
(DOOR FRAME DETAIL)



DETAIL 8
(DOOR CLOSER DETAIL)



TITLE
PANIC SPD 3070 HT LHR
END USE
ALL STRUCTURES

DRAWN BY
A. BENKOVSKIY
AUTHORIZED BY
V. ROBINSON

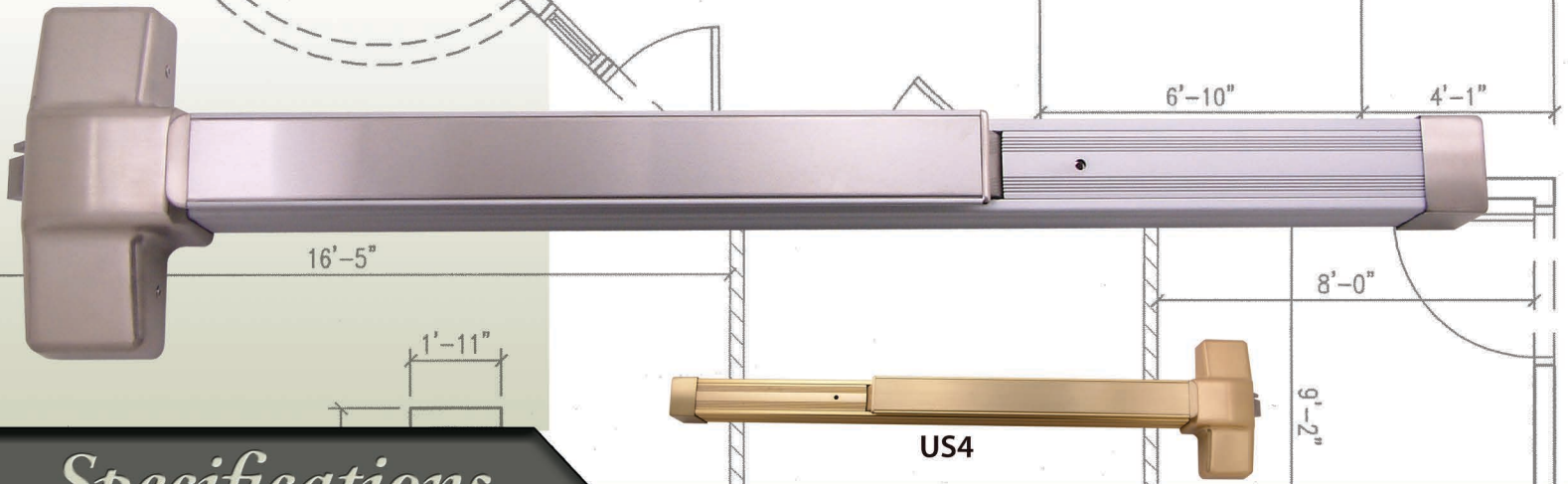
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DO NOT SCALE
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REVISION DATE
8/17/2017
REVISION NUMBER
1

PANIC SPD 3070 HT LHR

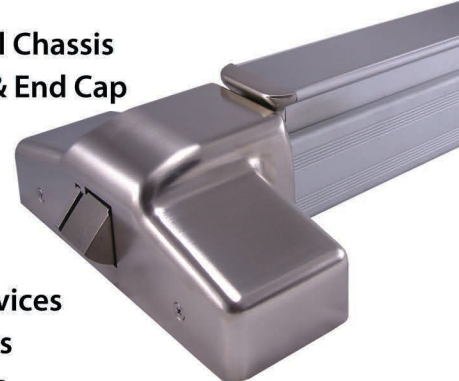
1000 Series

Heavy Duty Rim Exit Device

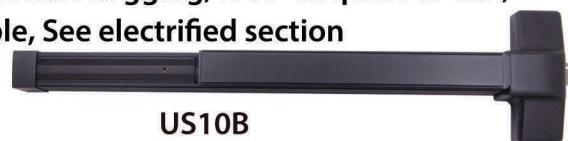


Specifications

- ANSI:** Meets & Exceeds ANSI A156.3 - Grade 1 Standards
- UL Listing:** UL Listed for Panic Exit Hardware
- Fire Rating:** UL Listed for "A" Label 3 Hour Fire Doors
- ADA:** Meets ADA requirements ANSI A117.1 with Lever Trim
- Handing:** Non-handed - Completely Reversible
- Construction:** Heavy Duty Extruded Anodized Aluminum Channel & Steel Chassis
- Finishes:** US3, US4, US10B, US26 & US32D on Headcover, Pushbar & End Cap
- Marine Grade:** Marine Grade 316 Stainless Steel option available
- Latchbolt:** Deadlocking latchbolt with 5/8" projection
- Strike:** Roller Strike with 5/8" projection & 1/8" shim
- Dogging:** 5/32" Hex Key Dogging Standard on Panic Exit Hardware
- Cylinder Dogging:** Cylinder Dogging Kits available for new or existing exit devices
- Device Lengths:** 33" for 3'-0" wide doors and 42" for 3'-8" to 4'-0" wide doors
- Min. Door Width:** 33" & 42" devices can be cut down to fit on 2'-8" wide doors
- Center Case Dim.:** 8" Height x 2 7/8" Wide x 2 13/16" Thick - 4 1/2" Minimum stile required
- Mechanism Case Dim.:** 2 3/16" Height x 2 3/16" Wide
- Projection:** 3 3/8" Undogged - Pushbar Neutral & 2 13/16" Dogged - Pushbar Depressed
- Fasteners:** Wood, machine & self tapping machine screws (F1000R includes thru bolts)
- Trim & Accessories:** ASA & latch fillers included, Exterior Trims, Shim Kits & other accessories available
- Alarmed Exits:** Exit Alarm Kit ALK-1000 available for new or existing devices
- Electrification:** ELR - Electric latch retraction, ED - Electric dogging, REX - Request to exit, LBM - Latch bolt monitoring available, See electrified section
- Warranty:** Limited lifetime warranty



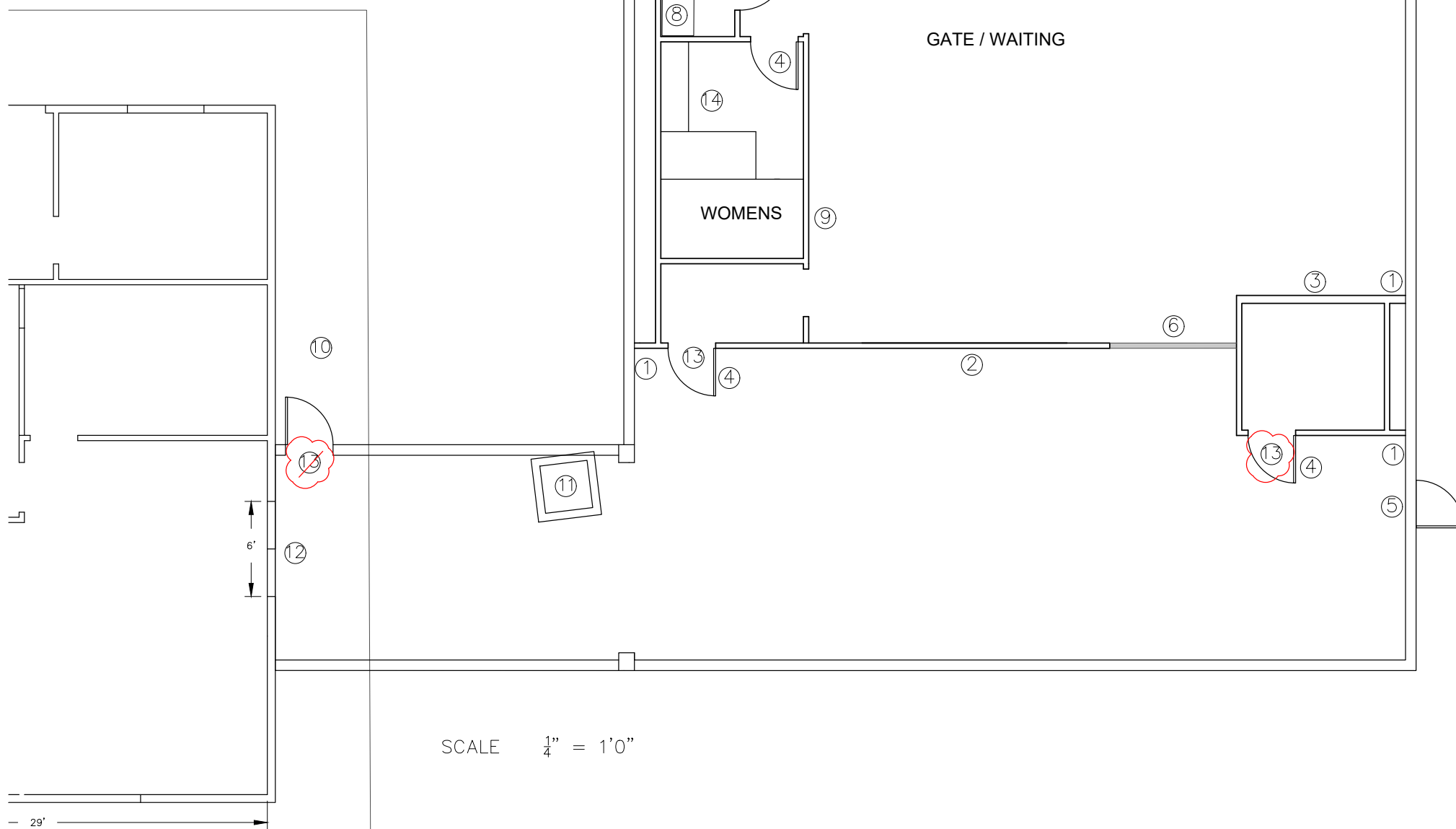
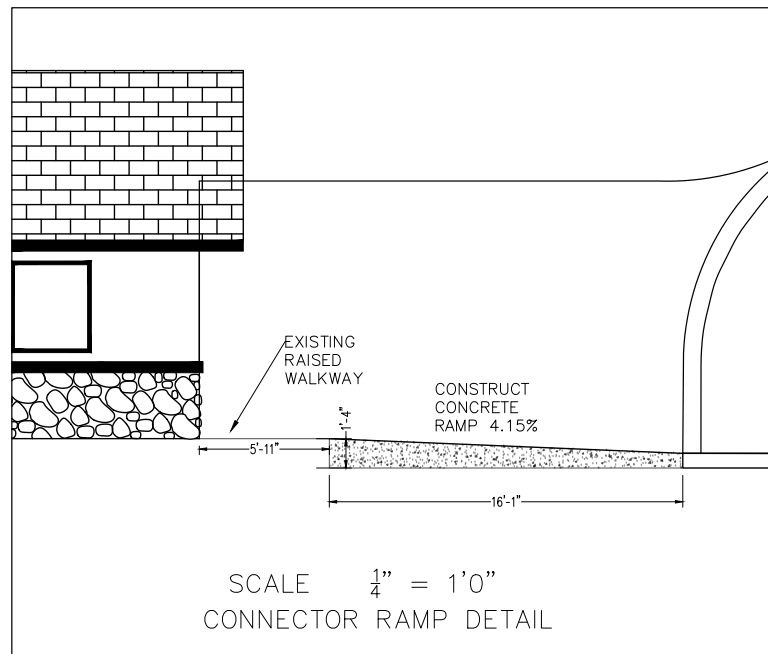
US32D



US10B



PH 877-258-1262 FX 877-888-0150
www.designhardware.net



CONSTRUCTION NOTES:

1. EXTEND DRYWALL TO MEMBRANE – CLEARANCE PER MANUFACTURER’S REQUIREMENTS
2. INTERIOR WALLS – 2”X4” 20 GAUGE STEEL STUDS @ 16” O.C. 10’ HIGH (WALLS AGAINST CURVED WALL CAN BE 8’)
3. SUB PANEL WALL – 2”X6” 20 GAUGE STEEL STUDS @ 16” O.C
4. SOLID CORE WOOD DOOR 3’X6’
5. INSTALL EMERGENCY EXIT SIGN AND LIGHT TO COMPLY WITH CODE, ~~AND ALARMED PANIC HARDWARE~~
6. 8’X8’ OVERHEAD COILING GRILLE
7. 30 GAL ELECTRIC HOT WATER HEATER
8. UTILITY SINK
9. DRINKING FOUNTAIN/BOTTLE REFILLER STATION
10. EXISTING CONCRETE WALKWAY (5’10” WIDE)
11. EXISTING ELECTRICAL VAULT
12. DOUBLE DOOR, WORK BY OTHERS
13. ~~INSTALL PROXIMITY CARD HARDWARE~~
INSTALL LOCKING DOOR HARDWARE
14. BATHROOM CEILING HEIGHT: 8 FT +/-

INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

BISHOP AIRPORT
TERMINAL EXPANSION
REV. – ADDENDUM NO.2

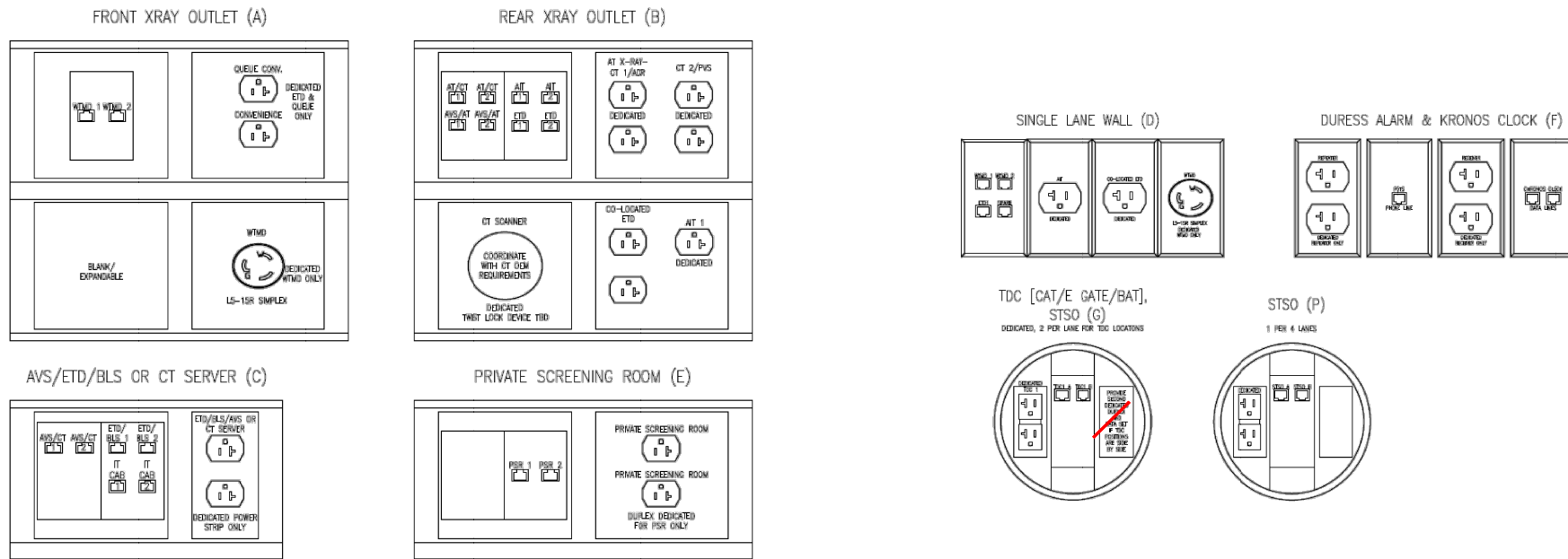
Date: JULY 2021 FLOOR PLAN

Drawn by: ARH Date: 7/2021

Drawing Name: BIH Terminal Layout.dwg

SHEET A-1

TSA SUB-PANEL DETAILS

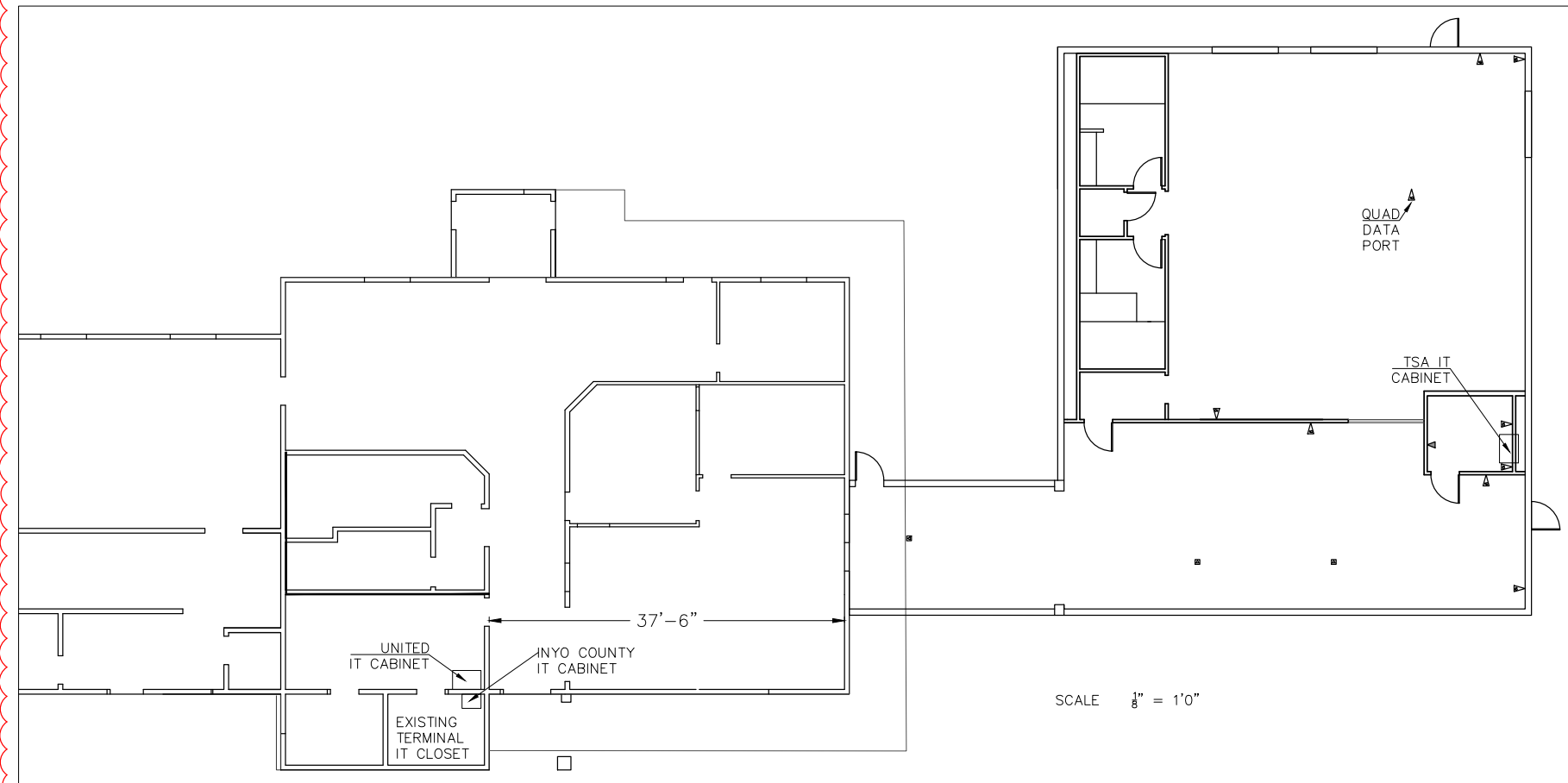


Circuit	Equipment	Breaker (Amp)	Voltage	Load (VA)
1	WTMD Receptacles	20	120	55
2	X-Ray / CT 1	20	120	1920
3	CT 2	20	120	
4	CT Scanner	30	208/3 phase	
5	Queuing Conveyor / ETD Receptacles	20	120	
6	Private Screening Room	20	120	
7	STSO Podium	20	120	180
8	AVS/BLS/ETD	20	120	710
9	IT Cabinet	30	120	
10	AIT	20	208/3 phase	2400
11	Duress Alarm Receiver Panel	20	120	
12	Duress Alarm Repeater Panel	20	120	
13	TDC	20	120	180

NOTES:

1. For IT Cabinet and CT Scanner provide L5-30R receptacles
2. Provide 6 strand singlemode fiber connection to IT Cabinet from existing terminal IT Closet.
3. All data ports within the TSA screening hall shall be routed as noted in the AT/CT Checkpoint Data Cabling Requirements table.

4. All TSA network cable to be a consistent color. All CT network cable to be a consistent color and may not be the same color as TSA network cable.
5. All TSA cable runs to be 100% redundant.
6. All data ports within the seating area shall terminate at the United IT Cabinet with the exception of two ports on the quad for the WAP, which shall terminate at the Inyo County IT Cabinet.



AT/CT CHECKPOINT DATA CABLING REQUIREMENTS

OUTLET	CABLE REQUIREMENTS	CABLE DESTINATION	NOTES
FRONT X-RAY OUTLET - A			
	2 X CAT6	TSA IT RACK	
REAR X-RAY OUTLET - B			
	6 X CAT6	TSA IT RACK	
	2 X CAT6	AVS/ETD/BLS/AVS/AVS - C	
AVS/ETD/BLS/AVS/AVS - C			
	4 X CAT6	TSA IT RACK	
	2 X CAT6	REAR X-RAY OUTLET - B	PER LANE SERVED
SINGLE LANE WALL - D			
	4 X CAT6	TSA IT RACK	
PRIVATE SCREENING ROOM - E			
	2 X CAT6	TSA IT RACK	1 OUTLET PER SCREENING ROOM
DURESS ALARM AND CHRONOS CLOCK - F			
	2 X CAT6	TSA IT RACK	
TDC/CAT PODIUM - G			
	2 X CAT6	TSA IT RACK	4 X CAT6 FOR SIDE BY SIDE PODIUMS
ASL SUPERVISOR CONTROL LOCATION - H			
	2 X CAT6	TSA IT RACK	
STSO PODIUM - P			
	2 X CAT6	TSA IT RACK	

INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

BISHOP AIRPORT
 TERMINAL EXPANSION
 REV - ADDENDUM NO.2

Date: JULY 2021
 ELECTRICAL PLAN

Drawn by: ARH
 Date: 7/2021

Drawing Name: BIH Terminal Layout.dwg
 SHEET E-2

Electrical hatch



ADDENDUM NO. 3

August 6, 2021

PROJECT: Terminal Expansion Project at the Bishop Airport
BID DUE DATE: Wednesday August 11, 2021 at 3:30 PM
BIDDER QUESTIONS: Monday August 2, 2021 at 5:00 PM
RESPONSE TO BIDDER QUESTIONS: Responses will be posted on the County website
by 12:00 PM August 4, 2021
FROM: Ashley Helms, Deputy Director – Airports, Inyo County
Public Works

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

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

CONTRACT DOCUMENTS:

1. County Provisions

- Detailed Project Description – No changes.

2. Technical Specifications/Project Manual

- Section 22 000 Plumbing

- 2.1 Toilets is revised:

A. Male

1. (1) Water Closet (accessible) - ~~wall hung floor mounted~~, flush valve - touchless
 - a. Manufacturer: ~~Zurn American Standard~~ or equal.
 - b. Model: ~~Z5615-BWL 215AA 709.020~~
2. (1) Urinal - touchless
 - a. Manufacturer: ~~Zurn American Standard~~ or equal.
 - b. Model: ~~Z5755-U 6590.001.020~~
3. (2) Lavatories (Accessible)– ~~countertop wall~~ mounted - touchless faucets
 - a. Manufacturer: ~~Zurn American Standard~~ or equal.
 - b. Model: ~~Z5114 0355012.020~~

4. Floor Drain

B. Female

1. (2) Water Closets (1 - accessible) - ~~wall hung floor mounted~~, flush valve - touchless
 - a. Manufacturer: ~~Zurn American Standard~~ or equal.
 - b. Model: ~~Z5615-BWL 215AA 709.020~~
2. (2) Lavatories (Accessible) – ~~countertop wall~~ mounted - touchless faucets
 - a. Manufacturer: ~~Zurn American Standard~~ or equal.
 - b. Model: ~~Z5114 0355012.020~~

3. Floor Drain

BISHOP AIRPORT – TERMINAL EXPANSION PROJECT

Addendum No. 3

- 2.2 Janitor Closet is revised:
 - A. Mop Sink W/ Faucet
 - 1. Manufacturer: ~~Stern-Williams~~ **Florestone** or equal.
 - 2. Model: ~~MTB-2424~~ **MSR 2424**
- 3. Appendices – No changes

ANSWERS TO BIDDERS' QUESTIONS

None



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2021

FROM: Trevor Taylor

SUBJECT: Approval of Administering Agency-State Master Agreement for State-Funded Projects No. 09-5948S21

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Approving Administering Agency-State Master Agreement No. 09-5948S21, Authorizing the Chairperson of the Board to Execute the Agreement, and Authorizing the Director of Public Works to Execute Program Supplements to Master Agreement No. 09-5948S21," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

A master agreement between a local agency (i.e. Inyo County) and the state is required whenever state or federal funds are used to reimburse the local agency for work performed under a federally or state-funded program. The terms of the master agreement requires the local agency to comply with all federal and state laws, regulations, policies, and procedures relative to the design, right of way acquisition, construction, and maintenance of the completed facility. The master agreements are normally prepared when the agency begins its first state- or federally-funded project, and when the agreements are updated and re-executed to account for changes in laws and policies.

Inyo County entered into Administering Agency-State Master Agreement for State Funded Projects No. 00046S on September 4, 2007 (attached), and is currently working on two state-funded projects to which this master agreement applies: the Lone Pine Sidewalk Construction and ADA Improvement Project and the Onion Valley Guardrail Project. These projects are funded through the Active Transportation Program (ATP) and the Highway Safety Improvement Program (HSIP) respectively. This master agreement applies only to these projects and other projects that may be eligible for state funding. A similar master agreement is already in place for federally funded projects.

The state has updated the master agreement to incorporate recent changes in the regulations and policies for state-funded programs. In order to continue to receive state reimbursement for the current projects, and to receive reimbursement for future eligible state-funded projects, the County must approve Administering Agency-State Master Agreement No. 09-5948S21. The master agreement must be executed by a representative of Inyo County who has been duly authorized by the Board of Supervisors to execute the agreement on behalf of Inyo County. Because execution of the revised master agreement is required for the county to receive reimbursement

for state-funded projects, the Public Works Department is recommending that the Board of Supervisors adopt the attached resolution, which approves the master agreement and authorizes the chairperson of the board to execute the agreement.

Additionally, the state issues program supplements for each project, which describe the specific requirements and funding for that project. In order to facilitate the processing of these project documents, the Public Works Department recommends that the director of public works be delegated the authority to sign the program supplements on behalf of Inyo County. It should be noted that this authority would only extend to the execution of program supplements for state-funded projects and would not constitute a delegation of approval authority, as any grant or application for a state-funded project would need to be approved by the Board of Supervisors prior to submission to the state for approval and programming. Similar authority has already been delegated to the director of public works for execution of project funding documents for federally funded projects. As required by the master agreement, the authority to execute program supplements can only be delegated by resolution of the Board of Supervisors, and is subject to the concurrence of the state. Accordingly, the attached resolution also includes authority for the director of public works to execute program supplements to the master agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

9/4/2007 - Approval of prior state-funded master agreement No. 00046S

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- 1) The Board of Supervisors could choose not to adopt the proposed resolution and not execute the master agreement. This is not recommended as Inyo County would not be able to receive reimbursement for state-funded projects if the master agreement is not executed.
- 2) The Board of Supervisors could choose to adopt an amended resolution, which would approve the master agreement and authorize the chairperson of the Board to execute the master agreement. If this were to occur, the program supplements for any future projects would need to be brought back to the Board of Supervisors individually with similar resolutions for approval and execution.

OTHER AGENCY INVOLVEMENT:

- County Counsel for review of the proposed resolution and administering agency-state master agreement No. 09-5948S21
- Caltrans must concur with the delegation of the authorization for execution of the program supplements to the director of Public Works
- The Auditor's office must create budgets for the projects, receive payments for the work, and make payments to contractors.

FINANCING:

Approval of this master agreement will enable the County to receive state reimbursement for eligible costs on state-funded projects, such as engineering, administration, and construction. Approval of the master agreement in itself will not result in additional financial impacts to the County. Any additional financial impacts that may result from a given project will be identified when the project application is brought to the Board of Supervisors for approval.

ATTACHMENTS:

1. Resolution for Master Agreement No. 09-5948S21
2. Inyo County Master Agreement No. 09-5948S21
3. Prior Agency-State Master Agreement No. 00046S and Resolution

APPROVALS:

Trevor Taylor
Darcy Ellis
Trevor Taylor
Marshall Rudolph
Amy Shepherd
Michael Errante

Created/Initiated - 8/13/2021
Approved - 8/16/2021
Approved - 8/16/2021
Approved - 8/16/2021
Approved - 8/17/2021
Final Approval - 8/17/2021

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
APPROVING ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5948S21,
AUTHORIZING THE CHAIRPERSON OF THE BOARD TO EXECUTE THE AGREEMENT, AND
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE PROGRAM
SUPPLEMENTS TO MASTER AGREEMENT NO. 09-5948S21

WHEREAS, the County of Inyo is eligible to receive state funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, master agreements, program supplemental agreements, fund exchange agreements and/or fund transfer agreements need to be executed by the California Department of Transportation before such funds can be claimed; and

WHEREAS, Administering Agency-State Master Agreement No. 09-5948S21 between the County of Inyo and the State of California is required to establish the terms and conditions applicable to the County of Inyo in order to receive state funds for a designated project; and

WHEREAS, as individual state-funded projects are developed, program supplement agreements shall be executed outlining specific details for each individual project; and

WHEREAS, the delegated authority to execute program supplement agreements must be approved by resolution of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby approves Administering Agency-State Master Agreement No. 09-5948S21, and authorizes the chairperson of the Board of Supervisors to execute the master agreement for and on behalf of the County of Inyo; and,

BE IT FURTHER RESOLVED, that the director of public works is hereby authorized to execute program supplement agreements for individual state-funded projects to which Administering Agency-State Master Agreement No. 09-5948S21 applies.

Passed, approved, and adopted this _____ day of _____, 2021 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Chairperson, Board of Supervisors

ATTEST:

, Clerk

by _____
Assistant Clerk of the Board

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

09	Inyo County
-----	-----
District	Administering Agency

Agreement No. 09-5948S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the Inyo County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Inyo County

By _____

Inyo County
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

file

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 28th day of AUGUST, 2007 an order was duly made and entered as follows:

Resol. #2007-44/
Approving Master
Agreement

On a motion by Supervisor Cervantes and a second by Supervisor Brown, Resolution No. 2007-44 entitled "A Resolution of the Board of Supervisors of the County of Inyo Approving the Administering Agency-State Master Agreement No. 00046S, Authorizing the Chairperson of the Board to Execute the Agreement, and Authorizing the Director of Public Works to Execute Program Supplements to Master Agreement No. 00046S," was approved: motion unanimously passed and adopted, with Supervisor Cash absent.

WITNESS my hand and the seal of said Board this 28th

Days of AUGUST 2007



RONALD JULIFF
Clerk of the Board of Supervisors

By

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other <u>P.W.</u> _____
DATE: August 31, 2007

RESOLUTION NO. 2007- 44

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
APPROVING ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00046S,
AUTHORIZING THE CHAIRPERSON OF THE BOARD TO EXECUTE THE AGREEMENT, AND
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE PROGRAM
SUPPLEMENTS TO MASTER AGREEMENT NO. 00046S**

WHEREAS, the County of Inyo is eligible to receive state funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, master agreements, program supplemental agreements, fund exchange agreements and/or fund transfer agreements need to be executed by the California Department of Transportation before such funds can be claimed; and

WHEREAS, Administering Agency-State Master Agreement No. 00046S between the County of Inyo and the State of California is required to establish the terms and conditions applicable to the County of Inyo in order to receive state funds for a designated project; and

WHEREAS, as individual state-funded projects are developed, program supplement agreements shall be executed outlining specific details for each individual project; and

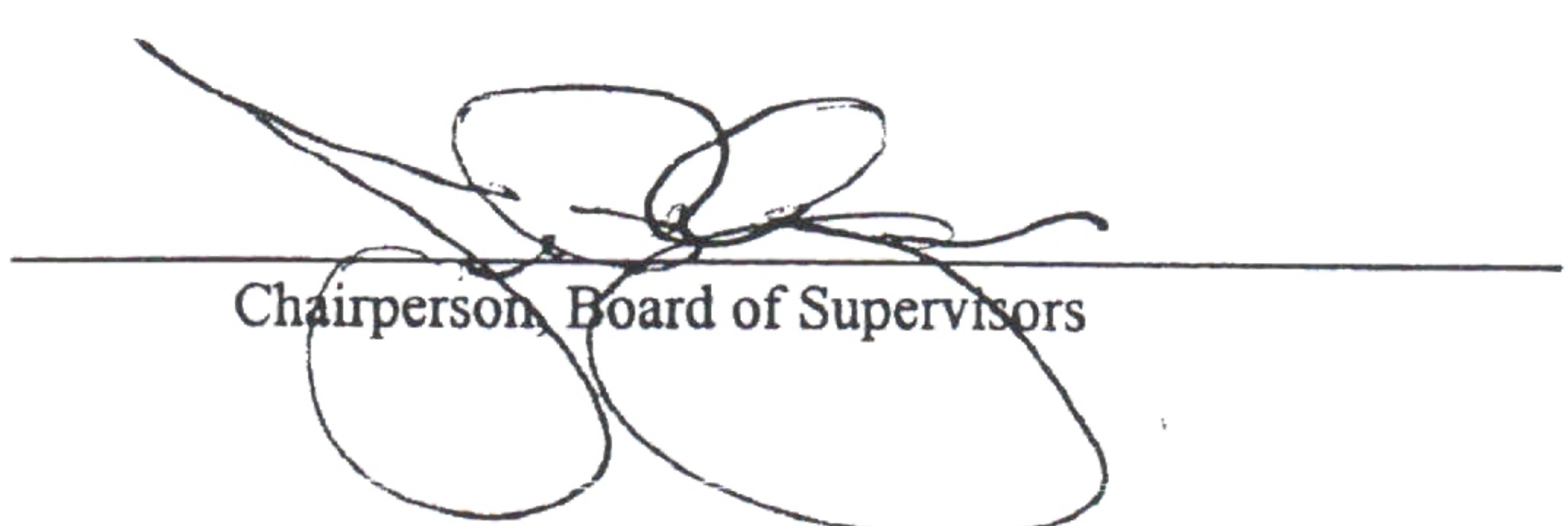
WHEREAS, the delegated authority to execute program supplement agreements must be approved by resolution of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby approves Administering Agency-State Master Agreement No. 00046S, and authorizes the chairperson of the Board of Supervisors to execute the master agreement for and on behalf of the County of Inyo; and,

BE IT FURTHER RESOLVED, that the director of public works is hereby authorized to execute program supplement agreements for individual state-funded projects to which Administering Agency-State Master Agreement No. 00046S applies.

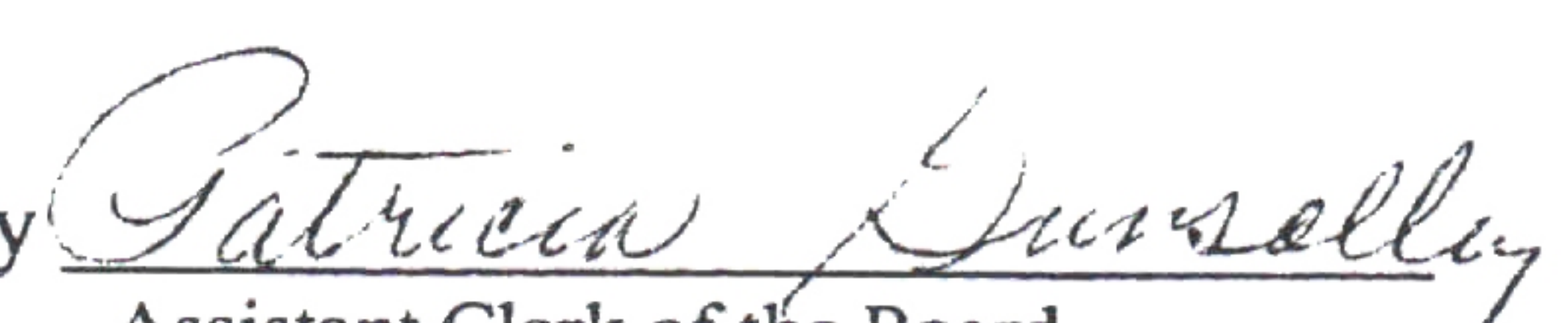
Passed, approved, and adopted this 4th day of September, 2007 by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Bilyeu and Cervantes
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-



Chairperson, Board of Supervisors

ATTEST:
Ronald Juliff, Clerk

by 
Assistant Clerk of the Board

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

09 Inyo County

District Administering Agency

Agreement No. 00046S

This AGREEMENT, is entered into effective this _____ day of _____, 2007, by and between the Inyo County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.
11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.
12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.
13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.
14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.
19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.
20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.
21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.
22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.
23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.
24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.
2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.
 - (a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
 - (b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.
 - (c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.
 - (d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.
 - (e) The cost of all unavoidable utility relocation, protection or removal.
 - (f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.
3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Inyo County

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Inyo County
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, ?1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, ?7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2021

FROM: Trevor Taylor

SUBJECT: HSIP Centerline Striping Project - Award

RECOMMENDED ACTION:

Request Board: A) award the contract for the HSIP Centerline Striping Project to Sterndahl Enterprises Inc. of Sun Valley, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Sterndahl Enterprises Inc. of Sun Valley, CA in the amount of \$134,878.40, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The HSIP Centerline Striping Project is a federal aid project funded through a Highway Safety Improvement Program Cycle 10 grant. The project consists of installing ~137 miles of centerline traffic striping across 18 different roadways throughout the County. The project will also install 8.8 miles of edge striping across 3 different roadways. On Wednesday, August 11, 2021, bids were opened and four (4) bids were received:

Chrisp Company of Fremont, CA	\$208,567.60
RE Chaffee Construction Inc. of Wrightwood, CA	\$247,155.50
Apply-A-Line LLC of Anderson, CA	\$157,916.00
Sterndahl Enterprises Inc. of Sun Valley, CA	\$134,878.40

Public Works has reviewed the bids and requests the contract be awarded to the lowest responsive, responsible bidder, Sterndahl Enterprises Inc. in the amount of \$134,878.40. The total cost of construction of the project, including construction engineering, is estimated at approximately \$140,000. The County will be reimbursed for 100% of the actual construction and construction engineering costs incurred.

BACKGROUND/HISTORY OF BOARD ACTIONS:

August 28, 2018 - Approval of Federal Highway Safety Improvement Program Grant submittal
July 6, 2021 - Approval of plans and specifications, advertisement authorization

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award the project to the low bidder or could readvertise the project. This is not

recommended as the Public Works has executed a successful similar project with Sterndahl Enterprises in the past and the project is adequately funded and on schedule to be completed prior to winter closures.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The HSIP Centerline Striping Project is 100% reimbursable through the Highway Safety Improvement Program. Costs for construction and construction engineering will be paid through budget unit 034601 State Funded Road, Object Code 5704.

ATTACHMENTS:

1. Bid Tab - HSIP Centerline Striping Project
2. Sterndahl Enterprises Bid
3. Contract - HSIP Centerline Striping Project

APPROVALS:

Trevor Taylor	Created/Initiated - 8/12/2021
Darcy Ellis	Approved - 8/12/2021
Trevor Taylor	Approved - 8/12/2021
Breanne Nelums	Approved - 8/12/2021
Michael Errante	Approved - 8/12/2021
Marshall Rudolph	Approved - 8/12/2021
Amy Shepherd	Approved - 8/17/2021
Michael Errante	Final Approval - 8/17/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. HSIP Centerline Striping Project HSIPL-5948(094)

Bid Opening Date: August 11, 2021 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1	Addendum 2
1.	Chrisp Company	\$208,567. ⁶⁰	✓	✓	✓
2.	R. E. Chaffee	\$247,155. ⁵⁰	✓	✓	✓
3.	Apply A-Line, Inc	\$157,916. ⁰⁰	✓	✓	
4.	Steindahl Enterprises	\$ \$134,878. ⁴⁰	✓	✓	✓
5.					

Opened By: Darcy Ellis

Present: Trevor Taylor
Monica Timlin



BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, California 93526
(Herein called the "Owner")

From: STERNDALL ENTERPRISES INC.
11801 BRAMFORD ST.
SUN VALLEY, CA.
91352

(Herein called the "Contractor").

FOR: **HSIP Centerline Striping Project**
NO. TR-19-009
(Herein called "Project")

Bids will be opened at 3:30 P.M., on August 4th, 2021 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the HSIP Centerline Striping Project. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2015; the Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for The HSIP Centerline Striping Project requires the contractor to deliver complete and finished traffic striping and additional associated work. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if it's or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **thirty (30) working days** as required in Section 8-1.05, "TIME" of the special provisions. The undersigned has/have

checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is a bid bond from an admitted corporate surety on the form provided in the bid package (), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the labor code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the labor code at the time the contract is awarded.

The meanings of words used in these bid proposal forms are the same as set forth in **Section 1-1.02, "Definitions and Terms"** of the special provisions relating to this project.

ACCEPTANCE:

The owner reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) working days, not including Saturdays, Sundays, and legal holidays, after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.

- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the following item prices:

BASE BID ITEM LIST
HSIP Centerline Striping Project
PROJECT NO. TR-19-009

BIDDER'S COMPANY NAME: STERNOAL ENTERPRISES Inc.
ABBREVIATIONS:

LS = LUMP SUM	
LF = LINEAR FOOT	

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUAN	UNIT COST	SUBTOTAL
1	Mobilization/Demobilization	LS	1	\$ 13,000.00	\$ 13,000.00
2	Traffic Control Plan/Implementation	LS	1	\$ 29,500.00	\$ 29,500.00
3	Paint Traffic Stripe - Centerline (one coat) with Glass Beads	LF	723,350	\$.12	\$ 86,802.00
4	Paint Traffic Stripe - Fog Line (one coat) with Glass Beads	LF	46,470	\$.12	\$ 5,576.40

TOTAL BID (IN NUMBERS) 134,878.40

TOTAL BID (IN WORDS) ONE HUNDRED THIRTY FOUR THOUSAND, EIGHT HUNDRED SEVENTY EIGHT & 40/100

REVIEWED AND CHECKED BY: Trevor Taylor 8/12/2021
 (For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within thirty (30) working days as required by **Section 8** of the Special Provisions.

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:
 (Note: Check and complete one of the following items)

Bid bond issued by LIBERTY MUTUAL
 an admitted corporate surety on the form provided in the bid package.

Certified/cashier's check No. _____ issued by _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

#1	7-21-21
#2	8-9-21

(Fill in addendum numbers and dates addenda have been received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.



This bid was received on August 11, 2021
at 11:59 a.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

A. Individual (), Partnership (), Joint Venture (): Corporation (X):
Limited Liability Company (LLC) ()

Personal Name: DENNIS R STERNDAHL

Business Name: STERNDAHL ENTERPRISES INC.

Address: 11861 BRANFORD ST.

SUN VALLEY CA Zip Code 91352

Telephone: (818) 834-8199

Federal Identification No. 95-3726739

Contractor's License No. 421823, State of CA, Type A, C32, C-31

License Expiration Date 4-30-22

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

D-R Stern Dahl
(Signature of Authorized Person)

DENNIS R. STERNDAHL
(Title) NAME

VLE PRESIDENT
(Printed Name) TITLE

8-6-2021
(Date)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)
Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PW/CR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
Name: <u>NONE</u>							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
City, State:							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
Name:							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
Name:							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
City, State:							Age of Firm: ___ yrs.	Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
City, State:							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
Name:							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
Name:							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
City, State:							Age of Firm: ___ yrs.	Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

**Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)
Part 2**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <i>NSHE</i> City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

HSIP Centerline Striping Project

In conformance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP Centerline Striping Project

In conformance with **Public Contract Code Section 10162**, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

HSIP Centerline Striping Project

In conformance with **Public Contract Code Section 10232**, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DENNIS R STEWART VICE PRESIDENT
(Name and Title of Signer)

DR [Signature]
Signature

8-6-2021
Date

Company Name STEWART ENTERPRISES INC.
Business Address 11801 BRANFORD ST.
SUN VALLEY, CA. 91352

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)
HSIP Centerline Striping Project

I am aware of the provisions of **Section 3700** and following of the labor code which requires every employer to be insured against liability for worker's compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DENNY R. STERNDAHL VICE PRES.
(Name and Title of Signer)


Signature

8-6-2021
Date

Company Name STERND AHL ENTERPRISES INC
Business Address 11961 BRANFORD ST.
SUN VALLEY, CA.
91352

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder STERNBERG ENTERPRISES INC., proposed subcontractor _____, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

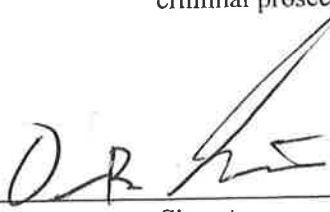
Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.


Signature

DENNIS R. STENDAHAL VICE PRES.
(Name and Title of Signer)

8-6-2021
Date

Company Name STENDAHAL ENTERPRISES INC

Business Address 11861 BRANFORD ST.
SUN VALLEY, CA.
91352

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal 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 subrecipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

HSIP Centerline Striping Project

CASHIER'S OR CERTIFIED CHECK

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____



County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

PP 8-11-21
330PM

July 21, 2021

Addendum No. 1

HSIP CENTERLINE STRIPING PROJECT

To: ALL BIDDERS

Please include Addendum No. 1 as part of the bid package for the above referenced project and acknowledge this addendum by signing and including as part of your bid:

1. This addendum changes the bid opening date from August 4th, 2021 at 3:30 to **August 11th, 2021 at 3:30 PM.**

All other provisions remain unchanged.

We hereby acknowledge Addendum No. 1

8-6-21

Signature of Bidder and Date

END OF ADDENDUM NO. 1



County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

August 9, 2021

Addendum No. 2

HSIP CENTERLINE STRIPING PROJECT

To: ALL BIDDERS

Please include Addendum No. 2 as part of the bid package for the above referenced project and acknowledge this addendum by signing and including as part of your bid:

1. This addendum updates the federal prevailing wage decision number associated with the contract for the HSIP Centerline Striping Project #HSIPL-5948(094). A new decision was issued on August 6, 2021 and is applicable to wages that must be paid under this contract. Note that the higher of federal prevailing wage / state prevailing wage must be paid. The Federal prevailing wage determination is attached for reference.

All other provisions remain unchanged.

We hereby acknowledge Addendum No. 2

8-9-21

Signature of Bidder and Date

END OF ADDENDUM NO. 2

HSIP Centerline Striping Project

PROJECT NO. TR-19-009

BID BOND (BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

Sterndahl Enterprises, Inc. _____ as Principal, and
(Name of Bidder)

Liberty Mutual Insurance Company
(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly

bound unto the County of Inyo, State of California, in the sum of _____

_____ Ten Percent of the Total Bid Amount _____ dollars (\$ 10% of Total Bid Amount)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **HSIP Centerline Striping Project**, in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said county, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the county that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this 19th day of July, 20 21.

(SEAL)

Sterndahl Enterprises, Inc.

Principal

By 

(Name & Title of Authorized Person)

11861 Branford St, Sun Valley, CA 91352

(Address for Notices to be Sent)

(SEAL)

Liberty Mutual Insurance Company

Surety

By 

Emilie George, Attorney-in-Fact (Name & Title of Authorized Person)

175 Berkeley Street, Boston, MA 02116

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange

On JUL 19 2021 before me, J. Smith, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Emilie George
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Smith
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205249-024096

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Hoang, Danielle Hanson, Emilie Geoge, Irene Luong, James W. Moilanen, P. Austin Neff, Yung T. Mullick

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 2021.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO**

and

Sterndahl Enterprises, Inc. _____, **CONTRACTOR**

for the

HSIP Centerline Striping _____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 7th, 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Sterndahl Enterprises, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of HSIP Centerline Striping **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: HSIP Centerline Striping **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: one hundred thirty four thousand eight hundred seventy eight and forty cents dollars (\$ 134,878.40), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Trevor Taylor
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

HSIP Centerline Striping PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$.), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated , 20 21 , entered into an Contract with the County for the Construction of the HSIP Centerline Striping PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

HSIP Centerline Striping **PROJECT**

**LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2021

FROM: Kelley Williams

SUBJECT: Consider Campfire Prohibition

RECOMMENDED ACTION:

Request Board consider and potentially authorize prohibiting campfires at County managed campgrounds due to extreme fire danger.

SUMMARY/JUSTIFICATION:

Emergency Services Manager Kelley Williams will present an update on local fire conditions along with recent information regarding what other agencies, including BLM and the Forest Service, are doing/considering in regards to banning fires at campgrounds.

Staff has been monitoring whether our partner agencies allow campfires in designated camping areas (non-designated area fires have been banned all summer), and effective August 13th, BLM began prohibiting campfires on all BLM lands, including developed recreation sites. As of the writing of this staff report, the Forest Service continues to allow campfires in designated camping sites.

Based on information presented and considering the risk of wildfire, your Board will be asked to consider whether Inyo County should prohibit campfires at designated campsites with fire rings.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ban campfires at this time.

OTHER AGENCY INVOLVEMENT:

FINANCING:

No impact at this time, although if campfires are banned, there could be a reduction in revenues from people camping places.

ATTACHMENTS:

APPROVALS:

Leslie Chapman

Darcy Ellis

Marshall Rudolph

Kelley Williams

Created/Initiated - 8/17/2021

Approved - 8/18/2021

Approved - 8/18/2021

Final Approval - 8/18/2021