



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC: (1)** This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us)

**(2)** In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). **(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).

## REGULAR MEETING April 4, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

### Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

### CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney,

County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.**
- 4) **Pledge of Allegiance**
  - 5) **Report on Closed Session as Required by Law**
  - 6) **Employee Service Recognition Awards** - The Board will recognize employees who reached service milestones during the First Quarter of 2023.
  - 7) **Presentation** - Members of the Carson & Colorado Railway Group will provide an update on recent and upcoming activities.
  - 8) **Public Comment**  
Comments may be time-limited
  - 9) **County Department Reports**

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

- 10) **Approval of Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve the minutes of the regular Board of Supervisors meetings of March 21, 2023 and March 28, 2023.
- 11) **Amendment to Contract with California Department of Aging for One-Time Only Funds**  
Health & Human Services - ESAAA | Marilyn Mann  
  
**Recommended Action:** Ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-2223-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$27,182, for a total contract amount of \$1,591,555, and authorize the HHS Director to sign the Standard Agreement Amendment.
- 12) **Approval of Hiring Registered Dietician at Step D**  
Health & Human Services - Health/Prevention | Marilyn Mann  
  
**Recommended Action:** Authorize the hiring of one (1) Registered Dietitian, Range 74 (\$5,649 - \$6,868), at the D Step (\$6,541).

13) **Approval of Hiring Behavioral Health Nurse II at Step E**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Authorize the hiring of one (1) Behavioral Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918).

14) **Memorandum of Understanding with the Bureau of Land Management for Cooperating Agency Status**

Planning Department | Cathreen Richards

**Recommended Action:** Approve the Memorandum of Understanding to establish cooperating agency status with the Bureau of Land Management for the Section 368 Corridors Resource Management Plan Amendment and associated Environmental Impact Statement and authorize the Planning Director to sign.

15) **Amendment to Agreement with Tulare County**

Probation | Jeffrey Thomson

**Recommended Action:** Approve Amendment B No. 30192 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2023 through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

16) **Acceptance of Federal Highway Safety Improvement Program Grant**

Public Works | Justine Kokx

**Recommended Action:**

- A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of \$209,600 for safety improvements along 1.2 miles of Old Spanish Trail Highway in the Emigrant Pass area;
- B) Authorize the Public Works Department Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of September 1, 2023 through December 31, 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

17) **Request to Advertise Lone Pine Airport Taxiway A Resurfacing Project**

Public Works | Ashley Helms

**Recommended Action:** Approve the plans and specifications for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project and authorize the Public Works Director to advertise the project pending approval from the FAA.

- 18) **Waiver of Landfill Gate Fees for Tire Amnesty Events**  
Public Works - Recycling & Waste Management | Michael Errante

**Recommended Action:**

- A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and
- B) Authorize payment from Recycling Waste Management to American Refuse, the County's tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

- 19) **Approve Job Description for Previously Authorized Position in the County Administrator's Department**  
County Administrator - Personnel | Keri Oney

**Recommended Action:**

- A) Approve the Administrative Operations Analyst job description; and
- B) Update the title of the Assistant to the CAO (Range 74, \$5,649 - \$6,868) in the County Administrator's Department to Administrative Operations Analyst (Range 74, \$5,649 - \$6,868) in the Authorized Strength report.

- 20) **Amendment No. 1 to the contract between the County of Inyo and Elaine Kabala**  
Board of Supervisors | Keri Oney

**Recommended Action:** Approve Amendment No. 1 to the contract between the County of Inyo and Elaine Kabala for the Provision of Personal Services as the Executive Director of Regional Coordination, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

**REGULAR AGENDA**

- 21) **Proposed Ordinance Amending Chapter 14.24 of the Inyo County Code - Wells**  
Environmental Health | Jerry Oser  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:**

- A) Introduce, read title, and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adding Sections 14.24.051 and 14.24.052 to the Inyo County Code to Revise and Clarify Procedures for the Processing of Applications for Groundwater Wells;" and
- B) Set enactment of said ordinance for April 25, 2023 in the County Administrative Center in Independence.

- 22) **Spring Runoff Planning and Response Efforts**  
County Administrator | Nate Greenberg, Shannon Platt, Nathaniel Derr  
15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:** This is an informational item, however, the Board may provide direction to staff as necessary and appropriate.

23) **Update on the State of Emergency Medical Services (EMS)**

County Administrator | Marilyn Mann, Anna Scott, Nate Greenberg  
20 minutes (10min. Presentation / 10min. Discussion)

**Recommended Action:** This is an informational item, however, the Board of Supervisors may provide direction to staff as appropriate.

24) **Museum Division Overview**

County Administrator - Museum | Shawn Lum  
45 minutes (30min. Presentation / 15min. Discussion)

**Recommended Action:** Receive a presentation from the Museums Department on scope of work, services, and current projects.

25) **Approval of Professional Services Contract for Health and Human Services Deputy Director Public Health and Prevention**

County Administrator - Personnel | Keri Oney  
5 minutes (2.5min. Presentation / 2.5min. Discussion)

**Recommended Action:** Approve the contract between the County of Inyo and Stephanie Tanksley for the provision of professional services as the Health and Human Services Deputy Director Public Health and Prevention at Range 88, Step E, \$9,618 per month, effective April 13, 2023; and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

**LUNCH**

- 26) The Board will recess for lunch at approximately noon and reconvene for the afternoon session.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

27) **Public Comment**

Comments may be time-limited

28) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

**CORRESPONDENCE - INFORMATIONAL**

- 29) **Auditor-Controller** - Actual count of money in the hands of the Treasurer made on March 30, 2023.



# COUNTY OF INYO

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## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: March 23, 2023

Re: Employee Service Awards for 1st Quarter 2023

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The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, April 4<sup>th</sup> at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Paul Dorame	01/20/98	25	Stephanie Rennie
Tammy McDevitt	02/01/03	20	Stephanie Rennie
Mark Smith	01/01/08	15	Stephanie Rennie
Rick Chapman	02/01/08	15	Jayme Westervelt
Gilbert Conde	01/11/18	5	Mike Errante
Claude Felton	02/08/18	5	Mike Errante
Edith Chavez	03/08/18	5	Marilyn Mann
Nicole Gonzalez	03/08/18	5	Marilyn Mann
Catherine Grisham	03/08/18	5	Marilyn Mann
Mallory Watterson	03/08/18	5	John Vallejo
Wendy Carrington	02/09/98	25	Sue Dishion



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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3684

### Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

Approve the minutes of the regular Board of Supervisors meetings of March 21, 2023 and March 28, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Draft March 21, 2023 Minutes
- Draft March 28, 2023 Minutes

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 3/29/2023  
Final Approval - 3/29/2023



# MINUTES



# County of Inyo Board of Supervisors

## March 21, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 10:15 a.m., on March 21, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

*Pledge of Allegiance* Elaine Kabala led the Pledge of Allegiance.

*Public Comment* The Chairperson asked for public comment related to items not calendared on the agenda, and public comment was made by Lauralynn Hundley. Chairperson Roeser used the opportunity to share photos and videos from an event held over the weekend at Laws Museum, which both she and Supervisor Orrill attended.

*Intros* The following new employees were introduced to the Board: Jeffrey Briggs, Heavy Equipment Operator, and Dennis Smith, Building and Maintenance Worker, Public Works; Tanya Kimbrel, Dispatcher, and Daniel Sullivan, Cook, Sheriff's Office; and Elaine Kabala, Executive Director of Regional Coordination, County Administrator's Office.

*County Department Reports* CAO Nate Greenberg updated the Board on countywide storm response efforts noting that Inyo has been working under unified command at the Joint Emergency Operation Center with Mono County, Town of Mammoth, City of Bishop, and a number of other allied agencies. Greenberg said a Type 1 Instant Management Team that was brought in to help get all initial systems in place but is now working on a transition plan with the intent to withdraw from the area on Friday.

Emergency Services Coordinator Mikaela Torres said she has been working at the Emergency Operating Center with a focus on the transition planned for Friday. She said she continues to update website information to include translations into Spanish.

Supervisors responded to the reports, praising staff for their hard work and passing along compliments and gratitude from constituents.

Public Works Director Mike Errante reported that staff have been documenting damages to roads and other infrastructure to capture funding for necessary repairs and checking that maintenance projects are being done in preparation for the expected snow runoff.

Library Director Nancy Masters gave an update on the status of the library remodel project and thanked the Building and Maintenance division for its assistance.

Risk Manager Aaron Holmberg updated the Board on his involvement with the Emergency Operations Center and measures that have been taken to ensure employee safety.

Health & Human Services Director Marilyn Mann apprised the Board of two new reform bills on the 2024 ballot encouraging expansion of Behavioral Health services. Mann also reported that the Request for Proposals for interim EMS services closed yesterday, and two proposals came in for review.

Assistant Public Works Director John Pinckney let the Board know that a Notice of Award of the Federal Highway Safety Improvement Program grant had been received and that the funding would allow for \$210,000 in improvements. Pinckney gave a shout out to

Transportation Director Justine Kokx who identified this grant opportunity and applied for it.

**CAO –  
Employee Safety  
Programs/Updates**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve updates to the employee safety programs titled "COVID-19 Prevention Procedures," "Injury and Illness Prevention Plan," "Bloodborne Pathogens Exposure Control Plan," "Aerosol Transmissible Disease Exposure Control Plan," and "Respiratory Protection Plan." Motion carried unanimously.

**HHS-First 5 –  
First 5 Commission  
Appointment**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to appoint Ms. Esther Hampton to an unexpired three-year term on the First 5 Commission ending December 5, 2024. Motion carried unanimously.

**PW-Recycling & Waste  
Management –  
Lone Pine Paiute-  
Shoshone Reservation  
Event  
Fee Waiver**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 29, 2023. Motion carried unanimously.

**Sheriff –  
Off-Highway Vehicle  
Grant  
Application/Reso.  
#2023-09**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Resolution No. 2023-09, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign. Motion carried unanimously.

**Sheriff –  
Drug Enforcement  
Administration  
Agreement**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$10,000 for the period of October 1, 2022 through September 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

**Public Works –  
State Line Road FLAP  
Grant MOA Approval**

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to: A) Amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in an object code which will be created by the Auditors Office by \$160,000 (*4/5ths vote required*); B) Approve the Memorandum of Agreement between the Federal Highway Administration and Inyo County accepting the State Line Road Federal Lands Access Program grant in the amount of \$15,400,000 requiring a County match of \$1,767,000; C) Authorize the expenditure of Road Department funds for the Preliminary Engineering match of \$160,000; and D) Authorize the Public Works Director or Assistant Director to execute all necessary project documents including the MOA. Motion carried unanimously.

**Public Works –  
Armstrong Consultants  
Agreement  
Amendment No. 1**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows: 1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by \$44,496, 2. and Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$4,944, and 3. Increase appropriation in Construction in Progress (Object Code 5700) by \$49,440 (*4/5ths vote required*); B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by \$4,944 (*4/5ths vote required*); C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project. Motion carried 4-1-0.

*Board of Supervisors – AB 692 Letter of Support* Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a letter supporting Assembly Bill 692 (Patterson). Motion carried unanimously.

*CAO – National Center for Public Lands Counties* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to amend the Fiscal Year 2022-2023 LATCF Budget #640299 as follows: Increase estimated revenue in Federal Other (4552) by \$113,820 and increase appropriation in Other Agency Contribution (5539) by \$113,820 (4/5ths vote required); and approve payment to the California State Association of Counties (CSAC) for Invoice #2298 in the amount of \$113,820. Motion carried unanimously.

*Child Support Service – Department Workshop* Child Support Director Amy Weurdig and Program Manager Samantha Rottner provided the Board with a department presentation on Child Support Services.

*Planning Dept. – Short-Term Rental of Residential Property Workshop* Planning Director Cathreen Richards provided the Board with updates and research on short-term rentals in Inyo County and asked for direction moving forward with designated areas and caps for those designated areas, which the Board previously directed Planning to explore. She and Supervisor Kingsley noted the impetus of the proposed 5% cap was to address over-saturation in two communities: the Alabama Hills and Aspendell.

Public comment was given by Blake Martinez, Dave Tanksley, Randi Pritchard, Spencer McNeal, and Christopher Taylor.

There was lengthy discussion between the Board and staff, with Chairperson Roeser advocating for a business license for short-term rentals and her and other Board members expressing some concern with the impacts the proposed 5% cap would have on some communities.

The Board directed staff to move forward to identify caps on specific short-term rental areas and for the purpose of bringing a new ordinance on short-term rentals to the Board at an undetermined date.

*Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

*Board Member & Staff Reports* Supervisor Kingsley reported visits to areas affected by recent flooding and said that he had attended a Great Basin Air Pollution Control District meeting remotely.

Supervisor Marcellin said that he attended a City of Bishop-County of Inyo Liaison Meeting, spent time monitoring flood areas, and checked in on a propane issue and avalanche warning in Aspendell. Supervisor Marcellin thanked staff and crews for all of their hard work.

Supervisor Orrill said that she had attended an Eastern Sierra Area Agency on Aging Advisory Council meeting, spent time in District 1 observing CalFire crews working diligently, visited the Emergency Operating Center, and volunteered at the Laws Museum for the Slim Princess event.

Supervisor Griffiths said that he attended a finance meeting for Inyo Mono Advocates for Community Action, the City-County Liaison meeting, his niece's wedding in Michigan, the Inyo Associates meeting, and the Eastern Sierra Foundation meeting. Griffiths said that he will be attending a California Association of Counties (CSAC) Executive Board meeting in L.A. tomorrow.

CAO Greenberg said that he attended the Bishop City Council meeting, a meeting with Executive Director of Regional Coordination Elaine Kabala, and thanked the Emergency Operating Center staff for their time and dedication.

The Assistant Clerk of the Board Darcy Ellis showed the Board video clips she updated to the County website and provided information on the upcoming Board meeting to be held in Furnace Creek and Tecopa on April 18.

*Adjournment* The meeting was adjourned at 3:24 p.m. to 8:30 a.m. Tuesday, March 28, 2023, in the

County Administrative Center in Independence.

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

DRAFT

# MINUTES



# County of Inyo Board of Supervisors

**March 28, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on March 28, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

*Public Comment I.* The Chairperson asked for public comment related to items not calendared on the agenda, and there was no one wishing to speak.

*Closed Session* Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session at 9:20 a.m. with all Board members present to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment; No. 3 **Conference with Legal Counsel - Anticipated Litigation -** Initiation of litigation pursuant to § 54956.9(d)(4): two potential cases. Facts and circumstances of Case 2: Coso Geothermal failure to pay documentary transfer tax; and No. 4 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

*Pledge of Allegiance* Clerk-Recorder-Registrar of Elections Danielle Sexton led the Pledge of Allegiance.

*Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

*Introductions* The following new Health & Human Services employees were introduced to the Board: Alyssa Alvarado, Office Clerk; Annette Barnes, Residential Caregiver; Julie Cepeda, Social Services Aide; Lyndsey Garrett, Management Analyst; Araceli T. Morales, HHS Specialist; Connor Oney, Cook; Taylor Richards, Social Worker.

*Public Comment* The Chairperson asked for public comment related to items not calendared on the agenda. Public comment was made by Lauralynn Hundley and Ken Gregorich.

*County Department Reports* The Chairperson opened the floor to department reports and there was no one wishing to address the Board.

*Approval of Minutes* Moved by Supervisor Kingsley and seconded by Supervisor Orrill to Approve the minutes from the regular Board of Supervisors meeting of March 14, 2023. Motion carried unanimously.

*Clerk-Recorder –* Moved by Supervisor Kingsley and seconded by Supervisor Orrill to authorize the addition of

<i>eCommerce Software Acquisition Approval</i>	eCommerce software and services to the existing agreement with Tyler Technologies, to enter into agreement with AMS/CORE in connection with eCommerce processing of credit card payments, and future eCommerce related agreements within allowable purchasing requirements. Motion carried unanimously.
<i>HHS-ESAAA – 2023-2024 Area Plan Update</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: A) approve the Eastern Sierra Area Agency on Aging 2023-2024 Area Plan Update; B) set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for access category-transportation, 10% for legal services, and 5% for in-home services; and C) authorize the Chairperson and HHS Director to sign the required Transmittal Letter. Motion carried unanimously.
<i>Planning Department – 1<sup>st</sup> and 3<sup>rd</sup> District Commissioner Appointments</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to reappoint Todd Vogel as the Third District Planning Commissioner and appointment Howard Lehwald as First District Planning Commissioner. Motion carried unanimously.
<i>Probation – ICA Contract</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the contract between the County of Inyo and Inyo Council for the Arts of Bishop, CA for the provision of an after-school music and arts program for youth in an amount not to exceed \$45,360 for the period of July 1, 2022 through April 30, 2024, contingent upon the Board’s approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Clerk-Recorder – Ordinance 1294 (\$1 Fee Addition)</i>	Clerk-Recorder-Registrar of Voters Danielle Sexton presented for the Board’s consideration an ordinance to impose an additional \$1 fee on recorded documents. The Chairperson opened the hearing at 10:31 a.m. and, with no one wishing to speak, closed the public hearing at 10:32 a.m.
	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Ordinance 1294, titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California Imposing an Additional One Dollar (\$1) Fee for Each Instrument That is Recorded by the County to Pay the Direct Cost of Regulation and Oversight of Electronic Recording by the Attorney General,” and authorize the Chairperson to sign. Motion carried unanimously.
<i>Assessor – Change in Authorized Strength/Admin. &amp; Assessment Analyst</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) Change the Authorized Strength in the Assessor’s Office by adding either: one (1) Administrative and Assessment Analyst at Range 74 (\$5,649 - \$6,868), or one (1) Senior Administrative and Assessment Analyst at Range 78 (\$6,210 - \$7,545), depending on qualifications; and deleting one (1) Administrative Analyst III at Range 72 (\$5,387 - \$6,544); B) Approve the Administrative and Assessment Analyst/Senior Administrative and Assessment Analyst job description; and C) Reclass the current Administrative Analyst III to an Administrative and Assessment Analyst Range 74, Step E, effective March 30, 2023; and Authorize, that upon certification by the State Board of Equalization, the incumbent will automatically move into the Senior position, the first full pay period following certification. Motion carried unanimously.
<i>Public Works – Road Budget Amendment</i>	Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$1,530,000. Motion carried unanimously.
<i>Planning Department – Inyo County 2022 General Plan Progress Report</i>	Planning Director Cathreen Richards presented a slideshow of the 2022 General Plan Progress Report to the Board.
	Chairperson Roeser asked if there was any public comment on this item and there was no one wishing to speak.
	The Board directed staff to send the 2022 General Plan Progress Report to the State Housing and Community Development Department and the State Office of Planning and Research.

*Public Works-Airports – Bishop Airport & Air Service Update* Public Works Deputy Director-Airports Ashley Helms made a presentation to the Board on Bishop Airport operations and recent and future projects, and regional commercial air service. She noted that discussions about the future of air service are starting at the regional level. Public comment was made by Linda Chaplin of Independence.

*Recess/Reconvene* The Chairperson recessed the meeting at 12:16 p.m. and reconvened the meeting at 12:53 p.m. with all Board members present.

*CAO – Public Administrator/ Public Guardian Salary Discussion* Public Administrator-Public Guardian (PA/PG) Patricia Barton presented to the Board a request for an increase in salary based on what she deemed a flawed methodology used to create the current salary schedule for elected officials. She stressed that the study compared her position to others throughout the state that are not matches to her position – which is the only stand-alone PA/PG office in California and the only one with an elected PA. She said the comparison used in the study was not a true apples to apples comparison.

Assistant CAO Sue Dishion presented staff's recommendation to maintain the integrity of the compensation study and policy by deferring a revisit of the policy until a new compensation study is performed. She said a new elected officials compensation study will be performed in conjunction with a broader workforce study, in approximately 2025.

Discussion ensued between the Board and PA/PG Barton, with Board members noting that today's agenda item is not a judgement of her job performance. Because PA/PG Barton's position is so unique, the Board discussed finding ways to make it align with PA/PG roles in other counties, where PA/PG duties are often assigned to Health & Human Services. Board members agreed with staff's recommendation to postpone a revisit to the compensation policy until the new study is complete, but also directed staff in the meantime to work with Ms. Barton on finding the elusive "apples to apples" comparison.

*Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

*Board Member & Staff Reports* Supervisor Kingsley reported being able to attend a March Madness basketball game. Supervisor Griffiths said he attended a California State Association of Counties executive board meeting in Los Angeles.

CAO Greenberg reported that he and his team are working on a schedule for the FY 23-24 budget process; meeting with Regional Broadband Coordinator Scott Armstrong; reviewing the proposals for interim EMS service submitted to the County; and starting conversations about planning for the record runoff.

*Adjournment* The meeting was adjourned at 1:56 p.m. to 8:30 a.m. Tuesday, April 4, 2023, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3616

### Amendment to Contract with California Department of Aging for One-Time Only Funds Health & Human Services - ESAAA ACTION REQUIRED

**ITEM SUBMITTED BY**

Marilyn Mann, HHS Director

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-2223-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$27,182, for a total contract amount of \$1,591,555, and authorize the HHS Director to sign the Standard Agreement Amendment.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

This contract amendment was received from the State in September but needed to be reviewed; presented to the Advisory Council; and approved by the Advisory Council. This Contract Amendment provides for an adjustment for additional funding due to reallocation grants and the allocation of One-Time-Only (OTO) federal and state funds, which is derived from reallocated carryover from FY 2021-22. These increases will be used to continue senior services provided under this Agreement.

The adjustment and OTO funds are in the following categories:

	IIIB Supportive Services	Ombudsman	C1 (Congregate)	C2 (Home delivered)	Disease Prevention	Family Care Giver	Elder Abuse
Inyo	\$6,708	\$5,214	\$1,661	\$7,851	\$678	\$1,843	\$83
Mono	\$864		\$317	\$1,963			

**Supportive Services**

IIIB includes Transportation, Assisted Transportation, Telephone Reassurance and Information and Assistance

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (State and Federal)	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	No	<b>Object Code</b>	4499 & 4555



<b>Recurrence</b>	One-Time Revenue	
<b>Current Fiscal Year Impact</b>		
Minimal increase to current budget		
<b>Future Fiscal Year Impacts</b>		
N/A		
<b>Additional Information</b>		

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to ratify and approve these amendments to the existing contract. This is not recommended as the County, then would not be entitled to receipt of the additional funds.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, and California Indian Legal Services

**ATTACHMENTS:**

1. Standard Agreement Amendment
2. Budget Display

**APPROVALS:**

Marilyn Mann	Created/Initiated - 3/12/2023
Darcy Ellis	Approved - 3/14/2023
Marilyn Mann	Approved - 3/21/2023
Melissa Best-Baker	Approved - 3/27/2023
John Vallejo	Approved - 3/27/2023
Amy Shepherd	Approved - 3/27/2023
Marilyn Mann	Final Approval - 3/27/2023

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
AP-2223-16	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,591,555 One million five hundred ninety one thousand five hundred fifty five and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment extends the term of the Agreement by one (1) year, through June 30, 2024, for **only** the Nutrition Augmentation General Funds and the Ombudsman Increased Quarterly Visit General Funds. Any and all other funding and related conditions are subject to specific deadlines as stated in the original Agreement.
- B. This amendment increases the total amount of the Agreement by \$27,182. The new total of the Agreement shall not exceed \$1,591,555.
- C. The Budget Display, Exhibit B, Attachment 1 (1 page), is hereby replaced with the attached Budget Display, Exhibit B, Attachment 1 (1 page), identified as Amendment 1. The Budget, Amendment 1, is hereby incorporated by reference and replaces the original referenced Budget.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS  
1360 North Main Street, Suite 201CITY  
BishopSTATE  
CAZIP  
93514-  
3013

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS  
2880 Gateway Oaks Drive, Suite 200CITY  
SacramentoSTATE  
CAZIP  
95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

**AREA PLAN BUDGET DISPLAY**  
**Exhibit B, Attachment 1 - BUDGET DISPLAY**  
**Fiscal Year 2022-23 (Federal Fiscal Years 2022 & 2023)**  
**County of Inyo**  
**12 months (July 1, 2022 - June 30, 2023)\***

Page 1 of 1									
Program	Fund Type	Project Number	Baseline	Adjustments	Transfers	OTO	Updated Total	Net Change	
<b>Supportive Services</b>	Federal Title IIIB	3BSL	100,042			7,572	107,614	7,572	
Ombudsman	Federal Title IIIB	3BOL	23,483			3,257	26,740	3,257	
Ombudsman	Federal Title VIIa	7OFL	35,117			834	35,951	834	
Ombudsman	General Fund IIIB	B1GL	65,538				65,538	0	
Ombudsman	General Fund IIIB- Augmentation	B1GL	45,630				45,630	0	
Ombudsman	Public Health L & C Program Fund	LCPF	3,510				3,510	0	
Ombudsman	State Health Facilities Citation Penalties Account	SDFL	1,233			1,123	2,356	1,123	
Ombudsman	General Fund	SNFL	16,673				16,673	0	
Ombudsman	<b>Total Ombudsman</b>		191,184	0	0	5,214	196,398	5,214	
Congregate Nutrition	Federal Title IIIC1	3C1L	105,790			1,978	107,768	1,978	
Congregate Nutrition	General Fund C1	C1GL	44,008				44,008	0	
Congregate Nutrition	General Fund C1- Augmentation	C1GL	87,557				87,557	0	
Congregate Nutrition	NSIP C1	NC1L	15,001				15,001	0	
Congregate Nutrition	<b>Total Congregate Nutrition</b>		252,356	0	0	1,978	254,334	1,978	
Home-Delivered Meals	Federal Title IIIC2	3C2L	98,989			9,814	108,803	9,814	
Home-Delivered Meals	General Fund C2	C2GL	530,975				530,975	0	
Home-Delivered Meals	General Fund C2- Augmentation	C2GL	177,739				177,739	0	
Home-Delivered Meals	NSIP C2	NC2L	25,999				25,999	0	
Home-Delivered Meals	<b>Total Home Delivered Meals</b>		833,702	0	0	9,814	843,516	9,814	
Disease Prevention	Federal Title IIID	3DFL	2,804			678	3,482	678	
Family Caregiver	Federal Title IIIE	3EFL	19,761			1,843	21,604	1,843	
Elder Abuse Prevention	Federal Title VII	7EFL	590			83	673	83	
Administration	<b>Administration</b>	<b>APAD</b>	63,934				63,934	0	
Administration- Informational	Federal Title IIIB	APAD	19,520				19,520	0	
Administration- Informational	Federal Title IIIC1	APAD	18,678				18,678	0	
Administration- Informational	Federal Title IIIC2	APAD	17,477				17,477	0	
Administration- Informational	Federal Title IIIE	APAD	8,259				8,259	0	
Administration	General Fund Baseline Administration	APGA	100,000				100,000	0	
Funding Summary	<b>Federal Funds</b>		491,510	0	0	26,059	517,569	26,059	
Funding Summary	<b>General Fund</b>		1,068,120	0	0	0	1,068,120	0	
Funding Summary	<b>Public Health L &amp; C Program Fund</b>		3,510				3,510	0	
Funding Summary	<b>State Health Facilities Citation Penalties Account</b>		1,233			1,123	2,356	1,123	
<b>All Funds</b>	<b>Grand Total - All Funds</b>		<b>1,564,373</b>	<b>0</b>	<b>0</b>	<b>27,182</b>	<b>1,591,555</b>	<b>27,182</b>	

Comments:

**The maximum amount allowed to be transferred from Administration to Title IIIE is: 8,259**

The minimum General Fund to be expended for State Match in Title III is: **17,931**

CFDA NUMBER	Year	Award #	Award Name
93.041	2022	2201CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.042	2022	2201CAOAOA-01	Older American Act Title VII- Ombudsman
93.043	2022	2201CAOAPH-01	Older American Act Title III- Preventive Health
93.044	2022	2201CAOASS-01	Older American Act Title III- Supportive Services
93.045	2022	2201CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2022	2201CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.052	2022	2201CAOAF-01	Older American Act Title III- Family Caregivers
93.053	2022	2201CAOANS-01	Older American Act Nutrition Services Incentive Program

State Funds must be expended by 6/30/23 and final expenditures reported in closeout by 7/31/23.  
Federal Funds must be reported in closeout by 7/31/23. Once closeouts are processed, CDA will determine the amount that can be carried over into next year's contract.  
Transfers based on the original contract are due with the submission of the AP 2223 Original Budget and final transfers are due by 1/15/23.  
The minimum General Fund State Match in Cell H48 does not take into account other program income that may increase that amount of minimum match required.  
Line 18 formerly the Skilled Nursing Facility Quality and Accountability Fund  
\*Lines 15, 22 and 27 -Ombudsman General Fund Augmentation and Nutrition Augmentation are available through 6/20/24.



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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3682

### Approval of Hiring Registered Dietician at Step D Health & Human Services - Health/Prevention

ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Authorize the hiring of one (1) Registered Dietitian, Range 74 (\$5,649 - \$6,868), at the D Step (\$6,541).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The position of Registered Dietitian has been vacant for over a year and the Department has had multiple failed recruitments. This position is a requirement for both WIC and ESAAA programming. We are currently meeting the minimum requirements through a short-term contract while we continue to recruit for a permanent position. We recently offered the position to a candidate at the range and step authorized for department heads. However, the candidate has requested to be hired at the D step. The Department respectfully requests your Board authorize hiring the candidate at Range 74, Step D (6,541).

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (Health, CMH, WIC and ESAAA)	<b>Budget Unit</b>	045100, 045200, 641922 and 683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted in the salary and benefit object codes of these budgets.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request and the Department would re-initiate a recruitment.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 3/28/2023
Darcy Ellis	Approved - 3/28/2023
Melissa Best-Baker	Approved - 3/28/2023
Keri Oney	Approved - 3/28/2023
Amy Shepherd	Approved - 3/29/2023
Marilyn Mann	Final Approval - 3/29/2023



# INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3683

### Approval of Hiring Behavioral Health Nurse II at Step E Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Authorize the hiring of one (1) Behavioral Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Department has identified a candidate for the vacant Behavioral Health Nurse I/II position, who has an extensive background providing nursing services to persons experiencing mental health illness and other behavioral health conditions. Nurses are in great demand locally, nationally and statewide. These positions are often difficult to fill and recruiting nurses that have the additional knowledge and expertise of working within a behavioral health system is even more challenging. During our recent recruitment, we identified a candidate who has the requisite background of working with behavioral health clients and is requesting a higher step than what the Department is able to offer. Given the candidate's experience and our current challenges in recruiting and hiring, the Department respectfully requests authorization to hire the candidate at the established Range 80, Step E (\$7,918).

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted in the salary and benefit object codes of this budget.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny the request and the Department would re-initiate recruitment for the position.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 3/28/2023
Darcy Ellis	Approved - 3/28/2023
Melissa Best-Baker	Approved - 3/28/2023
Keri Oney	Approved - 3/28/2023
Amy Shepherd	Approved - 3/29/2023
Marilyn Mann	Final Approval - 3/29/2023



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3620

### Memorandum of Understanding with the Bureau of Land Management for Cooperating Agency Status Planning Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Cathreen Richards, Planning Director

**ITEM PRESENTED BY**

Cathreen Richards, Planning Director

**RECOMMENDED ACTION:**

Approve the Memorandum of Understanding to establish cooperating agency status with the Bureau of Land Management for the Section 368 Corridors Resource Management Plan Amendment and associated Environmental Impact Statement and authorize the Planning Director to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Bureau of Land Management (BLM) is beginning the preparation of a Resource Management Plan Amendment and Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA) for the recommended updates to the 2009 land use plan designations for eight specific energy corridors on public lands managed by the BLM. These lands were designated as Energy Corridors in accordance with Section 368(a) of the Energy Policy Act of 2005. The BLM has invited the County to be a cooperating agency for this process (MOU attached).

Section 368 of the Energy Policy Act of 2005, Public Law 109-58 (H.R. 6), enacted in 2005, directed the Secretaries of Agriculture, Commerce, Defense, Energy, and the Interior to designate corridors on federal land in 11 Western States (Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming) for oil, gas, and hydrogen pipelines and electricity transmission and distribution facilities. A Programmatic Environmental Impact Statement (PEIS) for the West-wide Energy Corridor (WEC) was prepared and corresponding Records of Decision (ROD) were adopted in 2009.

Multiple organizations filed a complaint raising a variety of challenges to the ROD. A Settlement Agreement with specific actions was ultimately approved, with four principal components: (1) complete an interagency Memorandum of Understanding (MOU) addressing periodic corridor reviews; (2) update agency guidance; (3) update agency training; and (4) complete a Corridor Study. In fulfillment of the Settlement Agreement, an MOU was executed in 2013. The MOU included a Work Plan for the Regional Periodic Reviews. The Agencies also approved a Work Plan for the Corridor Study with the execution of the MOU.

The County was actively involved during the entire Section 368 Corridor project timeline and especially during the corridor reviews for the two corridors located in the County. Through consistent letter writing and meeting attendance, the County along with several local stakeholder groups, managed to convince



the BLM to adjust Corridor 18.23 (map attached) and acknowledge the County’s Renewable Energy General Plan Amendment policies regarding the transmission of electricity through the County. Corridor 18.23 runs almost the full length of the County and was originally mapped to be located within the area of the now designated Alabama Hills Nation Scenic Area, traveling north to almost Manzanar. This has been changed so that the 18.23 corridor is now relocated to existing transmission infrastructure east of Highway 395. In April 2022, the BLM completed the Corridor reviews and prepared the Final Report. The BLM is now beginning work on a Resource Management Plan Amendment and EIS. Due to the extensive effort and time the County spent on the Section 368 Corridor review, staff believes that the County should continue to participate at a high level in this last stage.

Cooperating agency status is not necessary for the County to provide comments on this Amendment process or corresponding EIS. It does, however, allow for earlier access to materials for review and agency meetings.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not enter into the Memorandum of Understanding, and instead direct staff to monitor the plan amendment and Environmental Impact Statement and provide input into the National Environmental & Policy Act (NEPA) public comment process. This is not recommended as there has been a high level of local interest and dedicated efforts in this process and cooperating agency status provides greater opportunities than those available through the NEPA public comment process.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Cooperating Agency Return Form
- 368 Corridor - Inyo County

**APPROVALS:**

Cathreen Richards	Created/Initiated - 3/14/2023
Darcy Ellis	Approved - 3/15/2023
John Vallejo	Approved - 3/15/2023
Nate Greenberg	Approved - 3/29/2023
Cathreen Richards	Final Approval - 3/29/2023

**COOPERATING AGENCY RETURN FORM**

This form is provided for your convenience in responding to Bureau of Land Management's (BLM) invitation to your agency to become a cooperator with BLM during preparation of the Environmental Impact Statement for the Resource Management Plan Amendments (RMPA) updating the 2009 designated Section 368 energy corridors.

Please fill out this form and return it in the supplied self-addressed, stamped envelope. Be assured that we will follow up with you in accordance with your response.

Under the regulatory mandates, our agency has legal decision-making authority or special expertise and would like to become a cooperator with BLM.

The information that you have provided is sufficient, and we do not desire to become a cooperator at this time. We request to be placed on the mailing list for documents generated during the processing of the right-of-way for the wind energy project.

Thank you for your correspondence. Our agency has no further interest in the Section 368 energy corridors, RMPA's and request you remove us from your mailing list.

Contact Information for Memorandum of Understanding (please print):

Agency Representative: Cathreen Richards  
Title: Planning Director  
Email: crichards@inyocounty.us  
Telephone No. 760-878-0447 Date: 3/1/2023  
Signature: [Handwritten Signature]

Additional Contact for Planning Process (please print) — Same as above

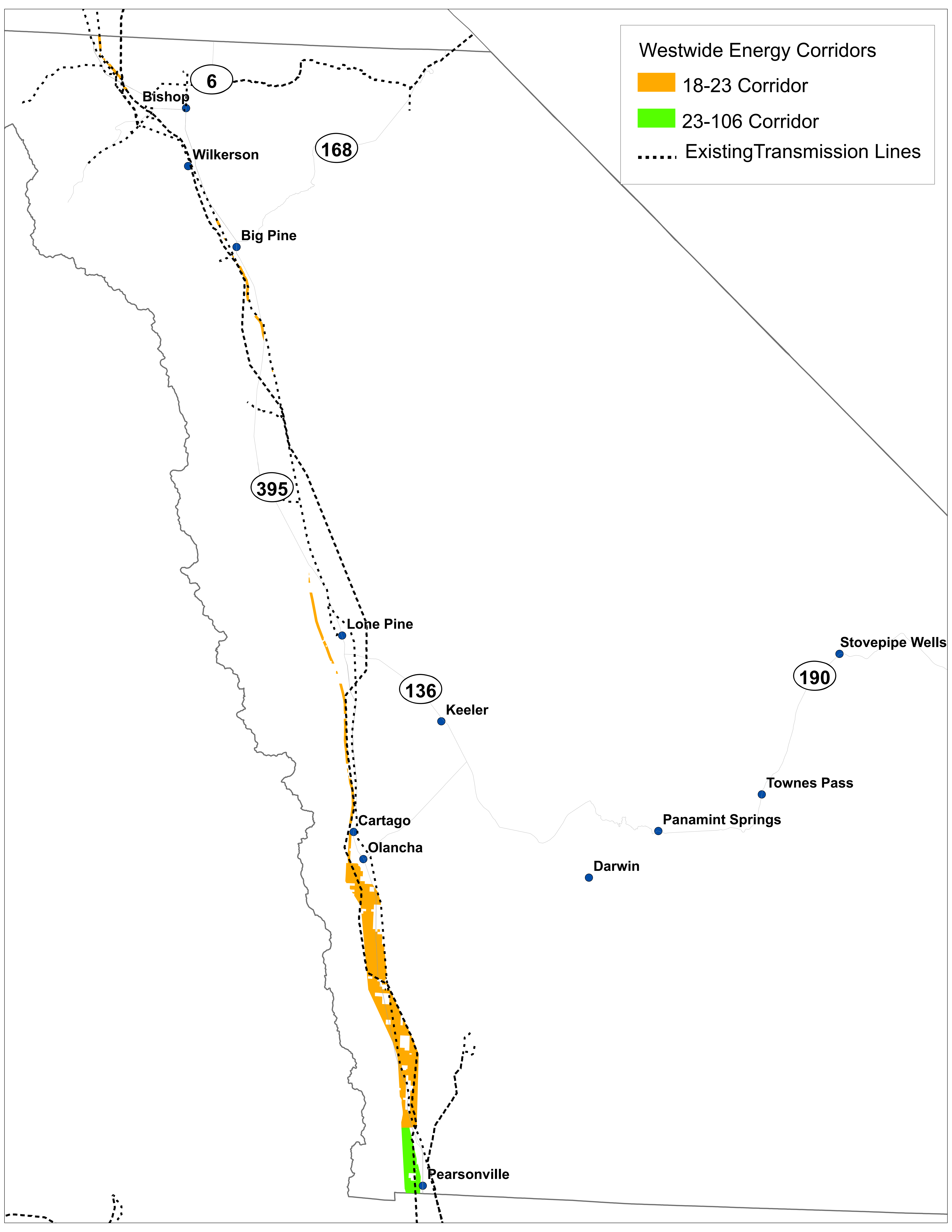
Agency Representative: Cathreen Richards  
Title: Planning Director  
Email: crichards@inyocounty.us  
Telephone No. 760-878-0447 Date: 3/1/2023  
Signature: [Handwritten Signature]

Westwide Energy Corridors

18-23 Corridor

23-106 Corridor

Existing Transmission Lines





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3647

### Amendment to Agreement with Tulare County Probation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

Approve Amendment B No. 30192 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2023 through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered an agreement with Tulare County on November 1, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a period of one (1) year. The two counties amended the agreement on July 1, 2017, July 1, 2018, and July 1, 2019, for an additional year. A new contract was completed and effective July 1, 2021. The two counties amended the agreement on July 1, 2022 to extend for an additional year. The Probation Department requests that the agreement be amended for a second time to include an extension of one (1) year, effective July 1, 2023 and expiring on June 30, 2024.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023101
<b>Budgeted?</b>	Will be	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
All financial terms remain the same as the original agreement.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. FY 21-22 Tulare County Agreement
2. FY 22-23 Tulare County Agreement Amendment A
3. FY 23-24 Tulare County Amendment B

**APPROVALS:**

Krystal Leonard	Created/Initiated - 3/20/2023
Darcy Ellis	Approved - 3/21/2023
Krystal Leonard	Approved - 3/21/2023
John Vallejo	Approved - 3/21/2023
Amy Shepherd	Approved - 3/21/2023
Nate Greenberg	Approved - 3/27/2023
Krystal Leonard	Approved - 3/27/2023
Jeffrey Thomson	Final Approval - 3/27/2023

TULARE COUNTY AGREEMENT NO. 30192

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

**THIS AGREEMENT ("Agreement")** is entered into as of MAY 25, 2021 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("PROVIDER COUNTY"), and **COUNTY OF INYO**, ("RECIPIENT COUNTY"). PROVIDER COUNTY and RECIPIENT COUNTY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. At present RECIPIENT COUNTY has a special purpose Juvenile Detention Facility, which sometimes lacks the capacity to detain and/or commit certain juvenile offenders;
- B. RECIPIENT COUNTY desires, and PROVIDER COUNTY is willing to provide, facilities and services for the detention and/or commitment of juvenile offenders on the terms and conditions expressed in this Agreement;

**THE PARTIES AGREE AS FOLLOWS:**

1. **TERM:** This Agreement becomes effective as of July 1, 2021 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES TO BE PERFORMED:** PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.
3. **PAYMENT FOR SERVICES:** RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of One Hundred Thirty-Five Dollars (\$135) per bed occupied by each juvenile offender, per day, each and every day (or partial day) for the entire term of the agreement for such services. PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such Invoice.
4. **RESPONSIBILITIES OF PROVIDER COUNTY:** See attached EXHIBIT A.
5. **RESPONSIBILITIES OF RECIPIENT COUNTY:** See attached EXHIBIT B.
6. **EMPLOYEE STATUS:** This Agreement is entered into by both parties with the express understanding that PROVIDER COUNTY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the PROVIDER COUNTY or any of its agents, employees or officers as an agent, employee, or officer of RECIPIENT COUNTY.
7. **COMPLIANCE WITH LAW:** PROVIDER COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives. With respect to PROVIDER COUNTY'S

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

employees, PROVIDER COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
9. **RECORDS AND AUDIT:** RECIPIENT COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RECIPIENT COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RECIPIENT COUNTY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.
10. **CONFLICT OF INTEREST:**
  - (a) RECIPIENT COUNTY agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RECIPIENT COUNTY for this purpose, from making any decision on behalf of PROVIDER COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any PROVIDER COUNTY decision which has the potential to confer any pecuniary benefit on RECIPIENT COUNTY or any business firm in which RECIPIENT COUNTY has an interest, with certain narrow exceptions.
  - (b) RECIPIENT COUNTY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the PROVIDER COUNTY designated representative and provide all information needed for resolution of this question.
11. **INSURANCE:** Each of the parties to this Agreement is an entity which is self-insured and/ or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/ or omissions in the performance of its duties under this Agreement.
12. **INDEMNIFICATION:** The RECIPIENT COUNTY and the PROVIDER COUNTY shall hold harmless, defend, and indemnify each other, their agents, officers, and employees from and against any liability, claims,

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO

actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**13. TERMINATION**

- (a) **Without Cause:** Either party will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. RECIPIENT COUNTY will pay to the PROVIDER COUNTY the compensation earned for work performed and not previously paid for to the date of termination.
- (b) **With Cause:** This Agreement may be terminated by either party should the other party:
  - (1) be adjudged a bankrupt, or
  - (2) become insolvent or have a receiver appointed, or
  - (3) make a general assignment for the benefit of creditors, or
  - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
  - (5) materially breach this Agreement.

In addition, PROVIDER COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by RECIPIENT COUNTY or anyone acting on RECIPIENT COUNTY'S behalf, as to any matter related in any way to RECIPIENT COUNTY'S retention of PROVIDER COUNTY, or
  - (7) other misconduct or circumstances which, in the sole discretion of the PROVIDER COUNTY, either impair the ability of PROVIDER COUNTY to competently provide the services under this Agreement or expose the PROVIDER COUNTY to an unreasonable risk of liability.
- (c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where PROVIDER COUNTY'S services have been terminated by the RECIPIENT COUNTY, said termination will not affect any rights of the PROVIDER COUNTY to recover damages against the RECIPIENT COUNTY.



TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
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(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of PROVIDER COUNTY may immediately suspend performance by PROVIDER COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by RECIPIENT COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**14. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the PROVIDER COUNTY or RECIPIENT COUNTY, that the PROVIDER COUNTY or RECIPIENT COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

**15. NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

TULARE COUNTY PROBATION DEPARTMENT  
3241 West Noble Avenue  
Visalia, California 93277  
Phone No.: +1 (559) 608-9035  
Fax No.: +1 (559) 687-6984

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 West Burrel Avenue  
Visalia, California 93291  
Phone No.: +1 (559) 636-5005  
Fax No.: +1 (559) 733-6318

**COUNTY OF INYO:**

INYO COUNTY BOARD OF SUPERVISORS  
County Administrative Center  
224 North Edwards Street  
Independence, California 93526  
Phone No.: +1 (760) 878-0373  
Fax No.:

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**COUNTY OF TULARE  
SERVICES AGREEMENT  
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- 16. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 17. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- 18. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 19. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 20. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 21. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 22. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 23. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 24. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between PROVIDER COUNTY and RECIPIENT COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**COUNTY OF TULARE  
SERVICES AGREEMENT  
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- 25. ASSURANCES OF NON-DISCRIMINATION:** PROVIDER COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- (a) It is recognized that both the PROVIDER COUNTY and the RECIPIENT COUNTY have the responsibility to protect PROVIDER COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, RECIPIENT COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The PROVIDER COUNTY, in its sole discretion, has the right to require RECIPIENT COUNTY to replace any employee who provides services of any kind to RECIPIENT COUNTY pursuant to this Agreement with other employees where PROVIDER COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude PROVIDER COUNTY from terminating this Agreement with or without cause as provided for herein.
- 26. AUTHORITY:** RECIPIENT COUNTY represents and warrants to the PROVIDER COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind RECIPIENT COUNTY to its terms. RECIPIENT COUNTY acknowledges that the PROVIDER COUNTY has relied upon this representation and warranty in entering into this Agreement.
- 27. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.
- 28. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.
- 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS:** See attached EXHIBIT C.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE

COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Board of Supervisors  
"RECIPIENT COUNTY"

ATTEST: Clint Quilter  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Inyo

By: [Signature]  
Assistant Deputy Clerk

Approved as to Form  
Inyo County Counsel

Date: 4/29/21

By: [Signature]  
Deputy County Counsel

COUNTY OF TULARE

Date: 5/20/21

By: [Signature]

Chair, Board of Supervisors  
"PROVIDER COUNTY"

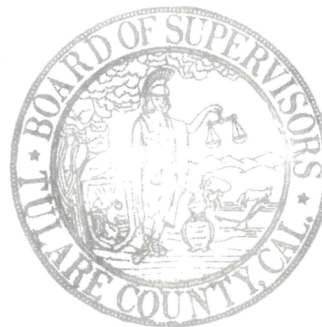
ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By: Mercedes Lamob  
Deputy Clerk

Approved as to Form  
Tulare County Counsel

Date: 4/22/2021

By: Eric Scott  
Deputy



Matter # 2021427      Date: 4/22/21

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

**EXHIBIT A**

**RESPONSIBILITIES OF THE PROVIDER COUNTY**

**PROVIDER COUNTY shall be responsible to do the following:**

- (a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;**
- (b) Provide periodic medical examinations for such juvenile offenders;**
- (c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;**
- (d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.**

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

**EXHIBIT B**

**RESPONSIBILITIES OF RECIPIENT COUNTY**

RECIPIENT COUNTY shall be responsible to do the following:

- (a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY. The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;
- (b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;
- (c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious, or infectious disease, or who require immediate medical care and attention;
- (d) Provide a properly executed medical consent form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;
- (e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;
- (f) Comply with any and all legal requirements involving continued detention or commitment;
- (g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations and treatment for injuries and/or illness incurred as a direct result of placement within the facility which PROVIDER COUNTY shall provide at its own cost and expense;
- (h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;
- (i) Comply with eligibility requirements for the service, including but not limited to, obtaining any necessary waivers from the Board of State and Community Corrections to place juvenile offenders in the PROVIDER COUNTY'S juvenile detention facilities.

COUNTY OF TULARE  
SERVICES AGREEMENT  
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EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity") and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPAA's Administrative Simplification provisions.
2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPA Privacy Rule" and the "HIPA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.
3. **Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health

Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. **Obligations and Activities of Business Associate.**

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
  1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
  2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to

COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO

Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI and provide detailed information to the Covered Entity about the breach, along with the names and contact information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
  1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond

to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. **Permitted Uses and Disclosures by Business Associate.**

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j). Unless otherwise limited in this Exhibit, Business Associate may:
- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).



**COUNTY OF TULARE  
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**6. Reporting Unauthorized Uses and Disclosures.**

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.
- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood

and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

**7. Mitigation of Harmful Effects.**

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice.

**8. Indemnification.**

Business Associate agrees to

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

**COUNTY OF TULARE  
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- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Agreement.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

**10. Obligations of Covered Entity.**

Covered Entity

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

**9. Individuals' Rights.**

Business Associate Agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

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- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- 12. Audit, Inspection, and Enforcement.**
- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.
- 13. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 14. Term and Termination.**
- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from or created or received by Business Associate on behalf of Covered Entity unless Covered Entity
- has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business Associate has violated a material term of this Exhibit.
- 15. Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.
- 16. Lost Revenues; Penalties/Fines.**
- a. Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO

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- c. Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874\_2

COUNTY OF TULARE  
SERVICES AGREEMENT FORM  
REVISION APPROVED 01/01/2021

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

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COUNTY OF TULARE  
SERVICES AGREEMENT FORM  
REVISION APPROVED 01/01/2021

**COUNTY OF TULARE  
SERVICES AGREEMENT  
COUNTY OF INYO**

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**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30192**

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**THIS FIRST AMENDMENT** ("Amendment") to Tulare County Agreement Number 30192 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("PROVIDER COUNTY") and **COUNTY OF INYO** ("RECIPIENT COUNTY") as of June 7, 2022, with reference to the following:

- A. The PROVIDER COUNTY and RECIPIENT COUNTY entered into the Agreement on **May 25, 2021**, to obtain facilities and services for the detention and/or commitment of juvenile offenders;
- B. PROVIDER COUNTY and RECIPIENT COUNTY now wish to amend the Agreement to extend the term one additional year.

**ACCORDINGLY, PROVIDER COUNTY and RECIPIENT COUNTY** agree as follows:

- 1. **Section 1** of the Agreement, entitled "TERM", is hereby revised to read as follows:

**TERM:** This Agreement shall become effective as of **July 1, 2021**, and shall expire at 11:59 PM on **June 30, 2023**, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

- 2. This First Amendment becomes effective as of **July 1, 2022**.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**TULARE COUNTY AGREEMENT NO. 30192-A**

FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30192


THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

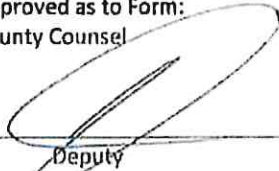
Date 05/10/2022

By   
Chairman, Board of Supervisors

ATTEST: LESLIE CHAPMAN  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Inyo

By   
Deputy Clerk

Approved as to Form:  
County Counsel

By   
Deputy

Matter # N/A

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date 6/7/2022

By   
Chairman, Board of Supervisors

EDUARDO VALERO

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By   
Deputy Clerk





**SECOND AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30192**

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**THIS SECOND AMENDMENT** (“Amendment”) to Tulare County Agreement Number **30192** (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“PROVIDER COUNTY”) and **COUNTY OF INYO** (“RECIPIENT COUNTY”) as of \_\_\_\_\_, with reference to the following:

- A. The PROVIDER COUNTY and RECIPIENT COUNTY entered into Agreement No. 30192 effective from July 1, 2021, through June 30, 2022, to obtain facilities and services for the detention and/or commitment of juvenile offenders;
- B. The PROVIDER COUNTY AND RECEIPTENT COUNTY entered into the First Amendment to extend the term one-additional year, effective from July 1, 2022, through June 30, 2023;
- C. PROVIDER COUNTY and RECIPIENT COUNTY now wish to amend the Agreement to extend the term one additional year effective from July 1, 2023, through June 30, 2024.

**ACCORDINGLY, PROVIDER COUNTY and RECIPIENT COUNTY** agree as follows:

- 1. **Section 1** of the Agreement, entitled “TERM”, is hereby revised to read as follows:

**TERM:** This Agreement shall become effective as of **July 1, 2021**, and shall expire at 11:59 PM on **June 30, 2024**, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

- 2. This Second Amendment to Tulare County Agreement Number 30192 becomes effective as of **July 1, 2023**.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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**SECOND AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30192**

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**COUNTY OF INYO**

Date \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: NATE GREENBERG  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Inyo

Approved as to Form:  
County Counsel

By  \_\_\_\_\_  
Deputy Clerk

By  \_\_\_\_\_  
Deputy

Matter # \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3649

### Acceptance of Federal Highway Safety Improvement Program Grant Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Justine Kokx, Transportation Planner

**ITEM PRESENTED BY**

Justine Kokx, Transportation Planner

**RECOMMENDED ACTION:**

- A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of \$209,600 for safety improvements along 1.2 miles of Old Spanish Trail Highway in the Emigrant Pass area;
- B) Authorize the Public Works Department Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of September 1, 2023 through December 31, 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Local Transportation Commission (ICLTC) on behalf of the Road Department prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached) to apply high friction surface treatment, install chevron signs at five curves, and one flashing beacon for westbound traffic prior to the first curve. The grant approved a \$209,600 project cost request with a 10% match of \$20,960.

HSIP funds are eligible for work on any publicly owned roadway that corrects or improves safety for its users. The HSIP program favors projects that can be built quickly. Projects should not include significant right-of-way issues or extensive environmental review and mitigation. For a project to be eligible, a specific safety problem must be identified for correction and the proposed action must correct or substantially improve the condition. Twenty-eight types of projects are eligible to receive funding.

Cycle 11 of the HSIP requires agencies to have a Local Road Safety Plan (LRSP) in place that systematically identifies and analyses safety problems and recommends improvements. Projects providing evidence of some crash history compete better than projects that do not. Part of the application includes the completion of a cost benefit ratio that compares injury accidents with the total cost of the project. A minimum cost benefit ratio of 13.6 was the threshold for competitive projects in Cycle 11. The Old Spanish Trail safety enhancement project has a cost benefit ratio of 33.3. An analysis of crash factors for the Emigrant Pass portion of Old Spanish Trail Highway identified it as having the second-highest overall crash rate per million vehicle-miles (5.51 per MVM). While no fatalities were reported, this rate is 530 percent of the statewide rural crash rate for all crashes reported during the period reviewed.

This project was chosen because 1) of the accident numbers and 2) the relatively low project cost combined to create a competitive project. There have been multiple severe injury accidents resulting from single vehicle rollovers. A high friction surface treatment as well as the installation of chevron signs and a flashing beacon ahead of curves should reduce the risk. Public Works staff should be able to process this project relatively quickly and the environmental component should not be too involved because the construction will be primarily on the roadway surface with minimal disturbance to the soil. The preliminary engineering phase is anticipated to begin in early fall of next fiscal year, with a construction completion date of September 2025.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded - Federal Highway Safety Improvement Program	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Not yet - FY2023-2024	<b>Object Code</b>	To be determined
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
None			
<b>Future Fiscal Year Impacts</b>			
Preliminary engineering, environmental and construction costs will occur in FY 2023-2024 and FY 2024-2025. The project is 90% reimbursable. The 10% project match of \$20,960 will be paid for with SB-1 gas tax revenue.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to accept this grant award. This would require County Road Department funding to pay for these improvements.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Counsel  
 Inyo County Road Department  
 Inyo County Auditor  
 Caltrans District 9 Office of Local Assistance will process the project per federal-aid route requirements.

**ATTACHMENTS:**

1. HSIP Coordinator Letter
2. HSIP Application Form - Old Spanish Trail

**APPROVALS:**

Justine Kokx	Created/Initiated - 3/20/2023
Darcy Ellis	Approved - 3/21/2023
John Pinckney	Approved - 3/21/2023
Michael Errante	Approved - 3/21/2023
Breanne Nelums	Approved - 3/21/2023
John Vallejo	Approved - 3/21/2023
Amy Shepherd	Approved - 3/21/2023
Nate Greenberg	Final Approval - 3/29/2023

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF LOCAL ASSISTANCE

P.O. BOX 942874, MS-1

SACRAMENTO, CA 94274-0001

PHONE (916) 654-1776

FAX (916) 653-1905

TTY 711

www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

March 14, 2023

Highway Safety Improvement Program (HSIP) Cycle 11 Awardee

Dear Mike Errante,

Congratulations! Your HSIP application has been selected for funding:

Project Title	Description of Work	Project Cost	HSIP Funds
Old Spanish Trail Hwy Emigrant Pass	Install high friction surface treatment, curve warning signs and flashing beacons.	\$ 209,600	\$ 188,640

The complete list of funded projects in HSIP Cycle 11 Call for Projects is available online at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists>.

To help in the success of your project, here are some important items to note:

1. State funds will be used for many HSIP Cycle 11 projects; the projects that fit into the High Risk Rural Road (HR3) will be federalized to meet the FHWA's Special Rule for the High-Risk Rural Roads; the projects that implement mainly Pedestrian/Bike safety countermeasures may be federalized for satisfying the FHWA's Special Rule for Vulnerable Road Users (VRU).
2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until you receive an allocation (for state funds) or an authorization for (federal funds) from Caltrans Division of Local Assistance (DLA) for this project.
3. For state funded HSIP projects, please note:
  - a. the funding allocation process for HSIP projects with state HSIP Funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.
  - b. The funding allocation request is Phase specific, i.e. Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

For more guidance on implementing State-funded HSIP projects, please visit <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip>.

4. For federally funded HSIP projects, please follow the project authorization process in Chapter 3 of the [Local Assistance Procedures Manual \(LAPM\)](#).
5. The delivery of the HSIP Cycle 11 projects must meet the below milestones:
  - a. The PE phase (if applicable) must be allocated by 12/31/2023;
  - b. The Construction (CON) phase must be allocated by 3/31/2026 (6 months may be added for projects with consultant for PE).
  - c. The project must be completed and closed out by 3/31/2028 (6 months may be added for projects with consultant for PE).

HSIP project delivery requests and status of the projects are available at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

6. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as defined in your HSIP application. In case that any scope or cost change is needed, please contact your [DLAE](#).
7. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

If you have any questions about your project, please don't hesitate to reach out.

Sincerely,



Lana Morris  
HSIP Coordinator, Caltrans District 9

**APPLICATION SUMMARY**

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

**Application ID**

**Important:** Review and follow the [Application Form Instructions](#) step-by-step as you complete the application. Completing an application without referencing the instructions will likely result in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

**Submitted By (Agency)**  
Inyo County Local Trans. Comm.

**Application Category**  
Benefit Cost Ratio (BCR)

**Caltrans District**  
09

**Application Number**  
2

**Out of**  
2

**Project Location**  
1.2 miles of Old Spanish Trail Highway in Emigrant Pass Area

**Project Description**  
High Friction Surface Treatment, Chevron signs at 5 curves and 1 Curve Advance Warning Sign (Flashing Beacon) for westbound traffic prior to first curve.

**Total Project Cost**  
\$209,600

**HSIP Funds Requested**  
\$188,640

**Benefit Cost Ratio (BCR)**  
33.3

**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 09-Inyo County Local Trans. Comm

LAPG 9-A (REV 04/2022)

Page 2 of 4

**Basic Information**

Date: Sep 8, 2022

Caltrans District: 09

MPO: RURAL

Agency: Inyo County Local Trans. Comm.

County: Inyo County

Total number of applications being submitted by your agency: 2

Application Number (each application must have a unique number): 2

 Check if this application is one of the multiple ones for the same project (please review the form instructions for explanation).**Contact Person Information**

Name (Last, First): Shaw, Gordon

Position/Title of Contact Person: Principal, LSC Transportation Consultants, Inc.

Email: gordon@lscctrans.com

Telephone: (530) 583-4053

Extension:

Address: PO 5875 / 2690 Lake Forest Road

City: Tahoe City

Zip Code: CA 96145

(Enter only a 5-digit number)

**Application Category:** Benefit Cost Ratio (BCR)**Project Information**

Project Title:

-Be Brief (Limited to 100 Characters)

Old Spanish Trail Hwy Emigrant Pass

Project Location:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

1.2 miles of Old Spanish Trail Highway in Emigrant Pass Area

Project Description:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

High Friction Surface Treatment, Chevron signs at 5 curves and 1 Curve Advance Warning Sign (Flashing Beacon) for westbound traffic prior to first curve.

**Total Project Cost**

\$209,600

**HSIP Funds Requested**

\$188,640

**Benefit Cost Ratio (BCR)**

(Required for a BCR application. Skip for Funding Set-Aside application)

33.3



**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)****1. Project Identification**

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest fatal and injury crash concentrations and types of crashes?

(Limited to 5,000 characters)

The ICLTC recently completed and adopted the Inyo County Local Roadway Safety Plan. This included a detailed analysis of crashes on all public roadways throughout the county, with a focus on local roadways. This analysis identified 5 focus roadways with high concentrations of crashes over a 5 year period. A detailed analysis of crash factors for the Emigrant Pass portion of Old Spanish Trail Highway identified it as that with the second-highest overall crash rate per million vehicle-miles (5.51 per MVM). While no fatalities were reported, this rate is 530 percent of the statewide rural crash rate for all crashes in 2018.

The subject roadway provides a secondary east-west roadway across southern Inyo County. It provides the primary access between Tecopa and the Las Vegas area, which is the closest location for shopping, medical services and other urban amenities. Average average daily traffic volume is 250. The majority of the subject roadway consists of a single lane (11 to 12 foot width) in each direction without edge line striping or paved shoulder, with a 55 mph posted speed limit and many successive horizontal curves. Over five years, 3 crashes were reported, consisting of 2 resulting in serious injuries and 1 resulting in property damage only. 2 were "overturned" and 1 was hit object. By motor vehicle involvement, 2 were non-collision and 1 was fixed object. Snow/ice or wet roadway conditions are not factors cited in these crashes.

**2. Prior Attempts to Address the Safety Issues**

List all other projects/countermeasures that have been (or are being) deployed at the location(s) within the last 5 years. Applicants must identify all federal and/or state funds that have been used or approved within the proposed project limits within the last 5 years. Normally HSIP funding cannot be used to construct safety countermeasures at the same locations within 5 years.

(Limited to 5,000 characters)

None.

**3. Other Comments**

Explain here if this project has any special circumstances or if you have other comments. Enter "NA" if none.

(Limited to 5,000 characters)

The proposed safety improvement project was presented to the LRSP Steering Committee, which identified this as the second highest priority safety project in the county wide local roadway network.

**Application Attachments (See [Application Form Instructions](#))**

Please attach all files as needed. **Note: files may not be attachable if file is open. Close before attach.**

1. Local Roadway Safety Plan (LRSP) Certification **(Required for all projects)**  
LRSP Certification signed.pdf
2. Engineer's Checklist **(Required for all projects)**  
Eagle Lake Engineers Checklist Signed.pdf
3. Vicinity map/Location map **(Required for all projects)**  
Old Spanish Trail Site map.pdf
4. Project maps/plans showing existing and proposed conditions **(Required for all projects)**  
Old Spanish Trail Project Layout.pdf
5. Pictures of Existing Condition **(Required for all projects)**  
Old Spanish Trail Eastbound.png
6. HSIP Analyzer **(Required for all projects)**  
HSIPAnalyzer2022SpanishTrailFinal.pdf
7. Collision diagram(s) (Required for a BCR application)  
Old Spanish Trail Collision Diagram.pdf
8. Collision List(s) (Required for a BCR application)  
Old Spanish Trail Crash Data.pdf

**Warrant Studies**

- Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C).

9. Warrant Studies (Not required for this project)

**Work on the State Highway System**

Does the project include improvements on the State Highway System?

- Yes, and the project will be jointly-funded with Caltrans  
(Must be jointly-funded if the project is for intersection safety improvement involving SHS).  
*A formal Letter of Support from Caltrans District Traffic is required. The letter should include estimates of cost sharing.*
- Yes, but the project will not be jointly-funded with Caltrans.  
*A written correspondence from Caltrans District Traffic is required. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit.*
- No.

10. Letter/email of Support from Caltrans (No SHS involved - not required for this project)

11. Additional narration, documentation, letters of support, etc. (Optional)  
LettersOfSupportAll v2.pdf



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3663

### Request to Advertise Lone Pine Airport Taxiway A Resurfacing Project Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### RECOMMENDED ACTION:

Approve the plans and specifications for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project and authorize the Public Works Director to advertise the project pending approval from the FAA.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The objective of the project is to repair large lateral cracks in Taxiway A at the Lone Pine/Death Valley Airport, which is the parallel taxiway to the primary runway. The project also includes a seal coat, to prolong the life of the taxiway asphalt, and new taxiway markings. Addenda are occasionally issued during the bidding process to make minor modifications to the project plans and specifications. Any such modifications will be noted to your Board prior to the award of the construction contract.

The project will be partially funded by a Federal Aviation Administration (FAA) grant, which was applied for in December 2022. However, the grant is not yet in place; FAA procedures require that bids for the project be opened and approved for funding prior to grant issuance. The construction contract will not be awarded until the grant is issued.

The construction contract, design and construction engineering, and construction management costs are ninety percent (90%) reimbursable by the anticipated FAA Airport Improvement Program (AIP) Grant Agreement. After the FAA Grant Agreement is in place, the County can apply for a California Division of Aeronautics matching grant, which will fund five percent (5%) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire project. The County must pay the remainder of the match, which is five and one-half percent (5.5%) of the entire project. All construction related costs associated with this project will be budgeted in Fiscal Year 23/24.

#### FISCAL IMPACT:

<b>Funding Source</b>	FAA Airport Improvement Program grant	<b>Budget Unit</b>	150502
<b>Budgeted?</b>	No - will not be awarded until next FY	<b>Object Code</b>	5700
<b>Recurrence</b>	One-Time Expenditure		

<b>Current Fiscal Year Impact</b>
None
<b>Future Fiscal Year Impacts</b>
If awarded, construction expenses will be in FY 23/24 budget
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the plans and specifications for this project, or choose not to authorize Public Works to solicit bids. This is not recommended, as the Lone Pine Airport has \$150,000 in Federal Aviation Administration (FAA) entitlement funding that will expire if not obligated by the end of the current federal fiscal year, and this project will prolong the useful life of the Taxiway A asphalt.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Federal Aviation Administration

**ATTACHMENTS:**

1. Project Specifications
2. Construction Drawings

**APPROVALS:**

Ashley Helms	Created/Initiated - 3/22/2023
Darcy Ellis	Approved - 3/22/2023
Breanne Nelums	Approved - 3/23/2023
John Pinckney	Approved - 3/23/2023
Ashley Helms	Approved - 3/30/2023
John Vallejo	Approved - 3/30/2023
Amy Shepherd	Approved - 3/30/2023
Nate Greenberg	Final Approval - 3/30/2023

**PLANS AND CONTRACT DOCUMENTS  
FOR THE CONSTRUCTION OF  
RESURFACE TAXIWAY A & ASSOCIATED TAXIWAY  
CONNECTORS PROJECT  
AT THE  
LONE PINE AIRPORT**

1452 S Main St, Lone Pine, CA 93545

**A COUNTY OF INYO AVIATION FACILITY  
LONE PINE, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**



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

**APPROVED BY:**

---

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

**PREPARED BY: ARMSTRONG CONSULTANTS, INC.  
Reno, Nevada (775) 346-3010**



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# **BID PACKAGE**

## INSTRUCTIONS TO BIDDERS

- 1. Defined Terms.** Terms used in these Instructions to Bidders, which are defined in the General Provisions of the Construction Contract, have the meanings assigned to them in the General Provisions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  
- 2. Copies of Bidding Documents**
  - 2.1** Complete sets of the Bidding Documents may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid) for the deposit sum stated in the Advertisement or Invitation to Bid. The deposit will not be refunded. Partial sets of Bidding Documents shall not be issued. Portions of the Contract Documents not produced by the Owner or Engineer will not be furnished.
  
  - 2.2** Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  
  - 2.3** Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
  
- 3. Qualifications of Bidders**
  - 3.1** Evidence of appropriate licensing by the California Contractor's State License Board shall be submitted to the Sponsor with the bid proposal indicating the appropriate license classification for the work specified. For this project the Sponsor has determined that, at a minimum, the Prime Contractor shall possess the following license, or be licensed as a General Engineering Contractor:

Class A or Class C Contractors License
  
- 4. Examination of Contract Documents and Site**
  - 4.1** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Document.
  
  - 4.2** Where any soils investigation or report of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications, for the convenience of the Bidder, the Engineer will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  
  - 4.3** On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

- 4.4** The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Provisions, General Provisions, or Drawings.
- 4.5** Drawings and Specifications were prepared on the basis of interpretation, judgment and discretion of Engineer. Accuracy of the Drawings and Specifications cannot be guaranteed. Questions about perceived inconsistencies, ambiguities or errors should be directed to the Engineer. By submitting its Bid, Bidder waives the right to assert that inconsistencies, ambiguities or errors impacted its Bid, Bidder assumes the risk attendance to successful performance of the work, waives all claims for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood at the time of Bidding and waives all claims of any nature against the Owner and the Engineer arising out of or related to submission of its bid. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6** The Bid Set of Drawings and Specifications may have been obtained through a plan room, either physically or through Internet access. Bidder acknowledges that the Engineer has no control over the operation of the plan room. Bidder acknowledges and accepts sole responsibility for obtaining all Bid information, including but not limited to, Addenda which may be issued subsequent to the Original Bid Set.
- 5. Interpretations.** All questions about Contract Documents including Detailed Specifications and/or Construction Plans shall be submitted to Engineer in writing. Questions will be accumulated and a reply will be issued by Addendum. Bidders identified on the planholders list will be notified by email that an Addendum is available by no later than five (5) business days before the scheduled Bid Opening. Questions received less than seven (7) business days prior to the time and date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding and receipt of all addenda must be properly acknowledged on the appropriate proposal page. If acknowledgement for receiving any of the issued addenda is missing, then your bid will not be accepted. Oral and other interpretations or clarifications will be without legal effect.
- 6. Bid Security**
- 6.1** Bid Security shall be made payable to Owner, in an amount of ten (10) percent of the Bidder's total Bid price and in the form of a Bid Bond issued by a Surety as assurance that the Bidder will, upon acceptance of his Bid, execute such contractual documents as may be required within the time specified.
- 6.2** The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security; whereupon, it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" or the sixty first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.
- 7. Contract Time.** The number of days within which, or the date by which the Work is to be completed, (the Contract Time) is set forth in Article 31 of the Agreement.
- 8. Liquidated Damages.** Provisions for liquidated damages, if any, are set forth in the Agreement.

**9. Substitute Material and Equipment.** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Section 60, paragraph 3 of the General Provisions that may be supplemented in the Special Provisions.

## **10. Subcontractors**

**10.1** Proposal requires that the identity of intended Subcontractors be submitted to Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

**10.2** In contracts where the Contract Price is on the Basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify, in writing to Owner, those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

**10.3** No Contractor shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.

## **11. Bid Proposal Form**

**11.1** The Bid Proposal Form is attached hereto; additional copies may be obtained from Engineer.

**11.2** Bid Proposal Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

**11.3** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

**11.4** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**11.5** All names must be typed or printed below the signature.

**11.6** The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

**11.7** The address to which communications regarding the Bid are to be directed must be shown.

## 12. Submission of Bids

- 12.1 Bidders must submit proposals for all of the work entailed by all of the schedules. A bidder may not submit a proposal for some, but not all, of the schedules.
- 12.2 Bids shall be submitted online at the time indicated in the Advertisement or Invitation to Bid. Online bid submittal should be per the system requirements.
- 12.3 Each Bidder will submit the following in the online system as indicated in the Advertisement or Invitation to Bid:
  - A. The Owner's copy of the Proposal and such other items as may be required to accompany the Proposal. The entire contract documents book is not required to be submitted.
  - B. **Bid Security.** For online submittal, the Bid Security shall be uploaded as required in the system.

13. **Modification and Withdrawal of Bids.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. **Opening of Bids.** When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available within seven (7) days after the opening of Bids.

15. **Bids to Remain Open.** All Bids shall remain open for the period specified in General Provision 30-02, but Owner may, at his sole discretion, release any Bid and return the Bid Security prior to that date.

## 16. Award of Contract

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder. The Owner further reserves the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices, if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted), but Owner may accept them in any order or combination.
- 16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Proposal. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner. A Certification of Inclusion of Labor and EEO Requirements in Subcontracts shall be submitted to the Owner for each subcontract.
- 16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.6 The scope of the project may be revised prior to award depending on the availability of funds. If the Contract is to be awarded, it will be awarded based on the lowest responsive Bid total of the awarded items.
- 16.7 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the period specified in General Provision 30-02.

**17. Performance and Other Bonds.** Article 34 of the Agreement sets forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

**18. Agreement**

- 18.1 The successful Bidder shall, within 15 days after Notification of the Award:
  - A. Enter into an Agreement, in writing, with Owner covering all matters detailed in these Specifications and his Proposal.
  - B. Execute the necessary Bonds with Surety acceptable to the Owner as indicated in the Agreement.
  - C. Show evidence of adequate insurance acceptable to the Owner as defined by the General Provisions and Special Provisions.
  - D. If requested by the Owner, provide a fully detailed financial statement.
- 18.2 The aforesaid Agreement and Bonds shall be subject to approval by the Owner's Attorney. All Bonds are to be furnished at the sole cost of the successful Bidder. Surety therein provided for shall be a Corporate Surety authorized to do business in the State of California.
- 18.3 The Agreement, when executed, shall be deemed to include the entire Agreement between the parties hereto and the Contractor shall not claim any modification thereof resulting from any representation of the Owner or any other person.

**19. State and Federal Regulations.** The successful Contractor must fully comply with all applicable Federal and State requirements pertaining to the work, employees used on the job and any special requirements pertaining to work procedures.

**20. Disadvantaged Business Enterprises (DBE).** This project does not require Disadvantaged Business Enterprise participation.

**21. Affirmative Action** (41 CFR part 60-4 and Executive Order 11246)

This project includes Affirmation Action clauses. See Article 2 of the Agreement.

**22. Buy American Preference** (Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA))

This project includes Buy American Preference clauses. See Article 4 of the Agreement.

**23. Title VI Solicitation Notice** (49 USC § 47123 and FAA Order 1400.11)

The Lone Pine Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**24. Federal Fair Labor Standards Act (Federal Minimum Wage)** (29 USC § 201, et seq, 2 CFR § 200.430)

This project includes Federal Fair Labor Standards Act (Federal minimum Wage) clauses. See Article 17 of the Agreement.



**INVITATION FOR BIDS  
FOR IMPROVEMENTS TO  
LONE PINE AIRPORT  
RESURFACE TAXIWAY A  
LONE PINE, CALIFORNIA  
AIP NO. 3-06-0126-018-2023  
CA DIR No. xxx**

Online bids for improvements to the Lone Pine Airport, AIP No. 3-06-0126-018-2023, will be received by Inyo County via online bidding through Quest CDN at [www.armstrongconsultants.com](http://www.armstrongconsultants.com) until \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m., PDT. Online bidding will begin on \_\_\_\_\_, 2023.

The work involved includes the following:

**SCHEDULE I**

**RESURFACE TAXIWAY A AND ASSOCIATED CONNECTOR TAXIWAYS**

For a complete set of Plans, Specifications and Contract Documents all purchases must be made through our website at [www.armstrongconsultants.com](http://www.armstrongconsultants.com). A digital copy may be downloaded for \$60.00, this will include access to online bidding. There will be no refunds.

Each bid must be accompanied by a Bid Bond executed by a Surety Company in an amount not less than ten (10) percent of the total bid made payable to Inyo County.

The Bidder must supply all the information required by the proposal forms and specifications and he/she must bid on all items of every schedule. Inyo County reserves the right to waive any informality in, or to reject any or all portions of, the various bid items. No proposal may be withdrawn for a period of sixty (60) days from the opening thereof.

A non-mandatory pre-bid meeting will be held via videoconference on \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m., PDT. Meeting access instructions will be sent to all planholders. Questions should be emailed to Nadine Burgard at [nburgard@armstrongconsultants.com](mailto:nburgard@armstrongconsultants.com).

The proposed contract is under and subject to Executive Order 11246 of 24 September 1965, as amended and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications, including the goals and timetables for minority and female participation.

The proposed contract is subject to the provisions of Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation).

Minimum wage rates as established by the Secretary of Labor and State of California DIR are applicable to all schedules awarded for this project.

The proposed contract is under and subject to the following federal provision(s):

Affirmative Action Requirement  
Buy American Preference  
Civil Rights – Title VI Assurance  
Debarment and Suspension  
Federal Fair Labor Standards Act (Federal Minimum Wage)  
Trade Restriction Certification  
Procurement of Recovered Materials

Any questions regarding this project are to be directed to the office of Armstrong Consultants, Inc., Reno, Nevada, (775) 346-3010 for interpretation.

**LONE PINE, CALIFORNIA**

Newspaper of Record

Published: April \_\_\_\_\_, 2023

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT  
NOTICE INVITING BIDS  
FAA AIP GRANT NO. #3-06-0024-018-2023  
COUNTY PROJECT NO. 150502-23**

The Inyo County Public Works Department is soliciting bids for:

**RESURFACE TAXIWAY A &  
ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
At The Lone Pine Airport  
1452 S Main St, Lone Pine, CA 93545**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be purchased at [www.armstrongconsultants.com](http://www.armstrongconsultants.com). A Digital copy may be downloaded for \$60.00, this will include access to online bidding.

**Bidders must purchase bid documents and 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 be considered, bids must be received via online bidding through QuestCDN at [www.armstrongconsultants.com](http://www.armstrongconsultants.com) by \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m., PDT.

**General Work Description:**

**Base Bid:** Consists of asphalt crack sealing/repair, asphalt seal coat surface treatment, and paint marking.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, general, County, Federal, special, and technical provisions, and any other documents incorporated therein by reference. Bids are required for the entire work described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

Contract award, if awarded, will be based on lowest responsible bid total price for the Base Bid and selected Bid Additives, whichever is in the best interests of the County of Inyo.

The work in the contract is included in Airport Improvement Program Project No. 3-06-0126-018-2023 which is being undertaken and accomplished by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

A Pre-bid meeting will be held via videoconference scheduled for \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m., PDT. Meeting access instructions will be sent to all planholders. Questions should be emailed to Nadine Burgard at [nburgard@armstrongconsultants.com](mailto:nburgard@armstrongconsultants.com).

Each bid must be accompanied by 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 prices, the amount of the bid bond or check must be not less than 10% of the amount of the bid. The 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 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 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.

This is a Federal Aid Project and all bids must be based upon rates and wages at least as high as the minimum rates established by the Secretary of Labor as included in the Specifications. Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California. The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Department of Public Services.

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

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

Attention is directed to the federal minimum wage rate requirements of this project. If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other

classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

The bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The State of California contractor license classification required for this project work is an "A" or a 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.

The Bidder is further advised of the Federal Requirements, attached hereto as Notice Inviting Bids Attachment A: Information to Bidders, and shall comply with such requirements.

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

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

County of Inyo  
Public Works Department

Dated: April 2023

\_\_\_\_\_  
Michael Errante, PE, Director of Public Works

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# **BID PROPOSAL FORMS**

# BID PROPOSAL FORM

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

From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Herein called the "Contractor")

**FOR: RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT**

**(Herein called "Project")**

Online bids for improvements to the Lone Pine Airport, AIP No. 3-06-0126-018-2023, will be received by Inyo County via online bidding through Quest CDN at [www.armstrongconsultants.com](http://www.armstrongconsultants.com) until \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m. PDT. Online bidding will begin on \_\_\_\_\_, 2023.

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 RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE 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 RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE 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 fourteen (14) 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.

The amount of the bid bond must be not less than 10% of the amount of the bid submitted for the base bid schedule (the total bid).

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 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.

**Schedule I - RESURFACE Taxiway A & Associated Connector Taxiways Project Bid Schedule**

<b>ITEM NO.</b>	<b>SPEC NO.</b>	<b>ITEM DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1	C-105	Mobilization	1	LS	\$	\$
2	P-101a	Minor Crack Sealing	2	TON	\$	\$
3	P-101b	Major Crack Repair	1,640	LF	\$	\$
4	P-608	Asphalt Surface Treatment	19,170	SY	\$	\$
5	P-620a	Marking Removal	11,590	SF	\$	\$
6	P-620b	Temporary Marking	3,283	SF	\$	\$
7	P-620c	Marking	5,122	SF	\$	\$
<b>TOTAL BASE BID</b>						<b>\$</b>

**CONTRACTOR'S BID**

**TOTAL BID (IN NUMBERS)**

\_\_\_\_\_

**TOTAL BID (IN WORDS)**

\_\_\_\_\_

REVIEWED AND CHECKED BY: \_\_\_\_\_

(For County Use)

**TIME OF COMPLETION:**

The undersigned further specifically agrees to complete all work for the Base Bid within 14 calendar days from the date of notice to proceed.

**BID SECURITY:**

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

( ) Bid bond issued by \_\_\_\_\_,

an admitted corporate surety on the form provided in the bid package.

\_\_\_\_\_

**ADDENDA:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**WARNING:**

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

**BIDDER'S BUSINESS INFORMATION:**

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

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

Personal Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Federal Identification No. \_\_\_\_\_

Contractor's License No. \_\_\_\_\_, State of \_\_\_\_\_, Type \_\_\_\_\_

License Expiration Date \_\_\_\_\_

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

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

\_\_\_\_\_  
(Signature of Authorized Person) (Title)

\_\_\_\_\_  
(Printed Name) (Date)

# **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

## **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0126-018-2023 COUNTY PROJECT NO: 150502-23**

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**

## **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0126-018-2023 COUNTY PROJECT NO: 150502-23**

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**

## **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0126-018-2023 COUNTY PROJECT NO: 150502-23**

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.)

**RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**

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.

---

# BIDDER'S SUBCONTRACTOR'S LIST

(This form should include DBE and Non-DBE Subcontractor's)

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Prime Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name of Firm	Address/ Phone #	Type of Work to be Performed on Contract	Dollar Amount of Contract	Certified DBE		Age of Firm	Annual Gross Receipts
				YES	NO		
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
						<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

# 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 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

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PREFERENCE

### CONSTRUCTION PROJECTS

**(NOTE:** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States
  - c) 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
  - d) 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:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.



- 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 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:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **REQUIRED DOCUMENTATION**

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**

**BID BOND**

**(BID PROPOSAL GUARANTEE)**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
(Name of Bidder)

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

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

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit  
to the Board of Supervisors of the County of Inyo a bid for the construction of the **RESURFACE TAXIWAY  
A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE 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 or denial of award, provided the following stipulations are met:

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

6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

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

## PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their 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, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.



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# CONTRACT AND BOND FORMS

**AGREEMENT  
BETWEEN THE COUNTY OF INYO AND**

---

**for**

**RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") for the construction of the RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS 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

RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT

AT THE

LONE PINE AIRPORT

Contract And Bond Forms

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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: Contractor name  
Attn: Contractor contact  
Address  
City, State, Zip

**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](http://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

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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 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **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](http://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 RELEVANT 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: NATE GREENBERG  
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 OF INYO**  
**DEPARTMENT OF PUBLIC WORKS**

**RESURFACE TAXIWAY A &  
ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**

**FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called Contractor, and, \_\_\_\_\_  
\_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as  
Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_), for the payment  
whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees,  
jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written Contract, dated \_\_\_\_\_ entered into an  
agreement with Owner for the Construction of the **RESURFACE TAXIWAY A & ASSOCIATED  
CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT**, to be constructed in accordance  
with the contract for the **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS  
PROJECT AT THE LONE PINE AIRPORT**, which contract is by reference incorporated herein and is  
hereinafter referred to as the "Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(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 BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF OWNER FOR NOTICES TO BE SENT:**

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

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**COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS**

**RESURFACE TAXIWAY A &  
ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
AT THE  
LONE PINE AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0126-018-2023  
COUNTY PROJECT NO: 150502-23**

**LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written contract dated, \_\_\_\_\_ entered into an agreement with County for the construction of the **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT AT THE LONE PINE AIRPORT** which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (attn: Public Works Director)  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

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**CERTIFICATION OF INCLUSION OF LABOR  
& EEO REQUIREMENTS IN SUBCONTRACTS**

**AIP No.:** 3-06-012-018-2023

**AIRPORT:** Lone Pine Airport

The Prime Contractor whose signature appears below certifies that a Subcontract was awarded on \_\_\_\_\_, 2023 to \_\_\_\_\_ to perform the following Work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the amount of \$\_\_\_\_\_.

All of the required clauses and certifications are incorporated into the Subcontract for this Work.

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, 2023 \_\_\_\_\_  
(Name and Title)

**Applicable to subcontracts over \$2,000 and as noted:**

The Subcontractor whose signature appears below certifies that all the federal provisions identified in the Prime Contractor's agreement with the Sponsor for the above AIP project are incorporated into and made a part of its Subcontract.

The Subcontract should also contain Certificate of Non-segregated Facilities as a part of said Subcontract.

The Subcontractor whose signature appears below also acknowledges his responsibility under the Subcontract for including these clauses in any Lower Tier Subcontract.

\_\_\_\_\_, 2023 By: \_\_\_\_\_  
(Date) (Signature)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

SOURCES OF LABOR RECEIVING STANDARD FORM 36  
"NOTICE OF NON-DISCRIMINATION IN EMPLOYMENT"

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**NOTICE TO PROCEED**  
**FOR IMPROVEMENTS TO**  
**LONE PINE AIRPORT**  
**RESURFACE TAXIWAY A &**  
**ASSOCIATED CONNECTOR TAXIWAYS**  
**LONE PINE, CALIFORNIA**

**AIP NO. 3-06-0126-018-2023**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE:

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents and  
you are to complete the Work within fourteen (14) consecutive calendar days thereafter. The date of  
completion of all Work is therefore \_\_\_\_\_, 2023.

INYO COUNTY

By \_\_\_\_\_  
Deputy Public Works Director  
168 N Edwards Street  
Independence, CA 93526  
(760) 878-0201

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_, Contractor

this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_ (Title)

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**CONTRACT CHANGE ORDER NO. \_\_\_\_\_**  
**or**  
**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**

**AIRPORT:** Lone Pine Airport

**DATE:**

**LOCATION:** Lone Pine, California

**AIP NO.:** 3-06-0126-018-2023

**CONTRACTOR:**

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
This Change Order Total			\$		
Previous Change Order(s) Total			\$		
Original Contract Price			\$		
Revised Contract Total			\$		

The time provided for completion in the Contract is (unchanged) (decreased) (increased) by \_\_\_\_\_ calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply. Changes are shown on the attached Quantities Tabulation.

Recommended by: \_\_\_\_\_  
 Engineer Date

Approved by: \_\_\_\_\_  
 Owner Date

Accepted by: \_\_\_\_\_  
 Contractor Date

Approved by: See Page CO-2 \_\_\_\_\_  
 Federal Aviation Administration Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted.

**AIP NO.:** 3-06-0126-0xx-223

**CHANGE ORDER NO.:** \_\_\_\_\_

**AIRPORT:** Lone Pine Airport

**LOCATION:** Lone Pine, California

**FAA Approval:**

- This approval is subject to the availability of Federal funds and limitations of the Grant Agreement.
- This approval is subject to the availability of Federal funds and limitations of the Grant Agreement and comments in our letter dated \_\_\_\_\_.
- This approval is for record purposes only, with no Federal participation.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Program Manager, CA-ADO

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted.

**AIP NO.:** 3-06-0126-018-2023

**CHANGE ORDER NO.**

**AIRPORT:** Lone Pine Airport

**LOCATION:** Lone Pine, California

**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed Contract change(s) and location(s).
  
2. Reason(s) for the change(s). (Continue on reverse if necessary.)
  
3. Justifications for Unit Prices or Total Cost.
  
4. The Sponsor's share of this cost is available from:
  
5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_
  
6. Has Consent of Surety been obtained? Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_
  
7. Will this change affect the insurance coverage? Yes \_\_\_ No \_\_\_
  
8. If yes, will the policies be extended? Yes \_\_\_ No \_\_\_
  
9. Has this Change Order been discussed with FAA officials?  
Yes \_\_\_ No \_\_\_ When \_\_\_\_\_ With Whom \_\_\_\_\_

Comment \_\_\_\_\_

Submit four executed copies to the FAA.

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**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To Inyo County (OWNER). Contract for Lone Pine Airport Improvements dated \_\_\_\_\_  
\_\_\_\_\_. OWNER'S AIP No. 3-06-0126-018-2023 and ACI No. 236957 for Work  
accomplished through the date of \_\_\_\_\_.

**ATTACH ITEMIZED LIST**

Accompanying Documentation:	GROSS AMOUNT DUE	\$ _____
_____	LESS 5 % RETAINAGE	\$ _____
_____	AMOUNT DUE TO DATE	\$ _____
_____	LESS PREVIOUS PAYMENTS	\$ _____
_____	AMOUNT DUE THIS APPLICATION	\$ _____

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 2023

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

**ENGINEER'S Recommendation:**

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_, 2023

Armstrong Consultants, Inc.  
ENGINEER

By \_\_\_\_\_

**OWNER'S Approval:**

This Application is approved.

Dated \_\_\_\_\_, 2023

Inyo County  
SPONSOR

By \_\_\_\_\_

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## **COUNTY PROVISIONS**

## **SECTION 1. INSURANCE, DEFENSE, AND INDEMNIFICATION.**

**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.

### **1.01 MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, property damage, and personal and advertising injury, with no exclusion for work performed at airport, with limits no less than **\$10,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If CGL policy has exclusion/s for work performed at airport, then a separate airport liability policy must also be maintained with the same limits and specifications stated in this paragraph.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** 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 or Construction Management), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractor's Pollution Legal Liability** with limits no less than \$2,000,000 per occurrence or claim.

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.

### **1.02 SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall 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 the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### 1.03 OTHER INSURANCE PROVISIONS

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

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of 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).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance 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.

### 1.04 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 the Entity, 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 the Entity's site.

### 1.05 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 canceled 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 the Entity for review.

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.

### 1.06 ACCEPTABILITY OF INSURERS

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

#### **1.07 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.

#### **1.08 VERIFICATION OF COVERAGE**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable insurance 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.

#### **1.09 SUBCONTRACTOR**

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

#### **1.10 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.

#### **1.11 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.

#### **1.12 DEFENSE AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the County, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including attorney's 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.

Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for the Contractor to procure and maintain a policy of insurance coverage.

### **1.13 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.

## **SECTION 2 MINIMUM WAGES**

### **2.01 CALIFORNIA MINIMUM WAGES**

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The project requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the County in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site/s.

If the contract totals \$30,000 or more and requires 20 or more working days, the prime contractor will comply with and be responsible for compliance with all applicable provisions of Labor Code section 1777.5 for all apprenticeable occupations. The prime contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The County requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS

AT THE  
LONE PINE AIRPORT  
County Provisions  
Page CP-4

## **2.02 FEDERAL MINIMUM WAGES**

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



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"General Decision Number: CA20230020 02/10/2023

Superseded General Decision Number: CA20220020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023

ASBE0005-001 07/04/2022

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 23.52                      13.37

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 ASBE0016-003 08/01/2022

MONO

Rates                      Fringes

Asbestos Workers/Insulator  
 (Includes the application of  
 all insulating materials,  
 protective coverings,  
 coatings, and finishes to all  
 types of mechanical systems).....\$ 62.51                      23.57

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 BOIL0092-005 01/01/2021

INYO AND KERN

Rates                      Fringes

BOILERMAKER.....\$ 46.03                      38.81

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 BOIL0549-003 01/01/2021

MONO COUNTY

Rates                      Fringes

BOILERMAKER.....\$ 45.60                      38.99

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 \* BRCA0004-005 05/01/2020

Rates                      Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.52                      18.47

\*The wage scale for prevailing wage projects performed in  
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
 Palms, Needles and 1-15 corridor (Barstow to the Nevada  
 State Line) will be Three Dollars (\$3.00) above the  
 standard San Bernardino/Riverside County hourly wage rate

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 BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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 BRCA0018-011 06/01/2022

	Rates	Fringes
TILE LAYER.....	\$ 45.05	18.33

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 BRCA0018-012 06/01/2022

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54

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 CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

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 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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 CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48

(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial).....	\$ 51.17	16.28
(05) Table Power Saw Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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 ELEC0428-001 01/01/2023

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 61.68	3%+20.19
Remainder of Kern County....	\$ 54.62	3%+20.19
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 56.71	3%+20.19
Remainder of Kern County....	\$ 49.65	3%+20.19

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 ELEC0428-003 12/26/2022

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
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Communications System

Installer

China Lake Naval Weapons

Center.....	\$ 48.00	3%+19.64
Edwards AFB.....	\$ 44.49	3%+19.64
KERN COUNTY.....	\$ 38.36	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

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 ELEC0477-001 06/01/2021

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 45.75	3%+25.33

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist		

(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70



GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator,

bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator

(multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine);

Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction

units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator

(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:



That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.

Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

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IRON0155-002 01/01/2023

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0155-003 01/01/2023

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30

LABORER

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and

switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00220-005 07/01/2022

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		

GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB00783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing;

Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber



gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer

person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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 LAB00783-004 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control

person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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 PAIN0036-009 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.15	23.52

-----  
 PAIN0036-021 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 28.68	17.10
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 28.68	17.10
(5) Industrial.....	\$ 35.52	17.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.  
 HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work,

cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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 PAIN0169-002 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

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 PAIN1247-001 08/01/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.95	15.28

-----  
 PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:  
 \$3.00 additinal per hour.

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 PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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 PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

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 PLUM0460-002 09/01/2022

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 53.70	25.36
China Lake, Marine Warfare		

Training Center.....	\$ 65.68	26.26
Edwards Air Force Base.....	\$ 62.18	26.26

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

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 ROOF0027-001 01/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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 SFCA0669-007 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	27.33

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 SHEE0105-003 01/01/2023

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 53.67	29.74
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 53.67	29.74

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SHEE0105-004 07/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.53	28.94

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\* TEAM0011-002 07/01/2022

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54
GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54
GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than

16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers



Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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# REQUIRED FEDERAL CONTRACT PROVISIONS

**ARTICLE 1**  
**ACCESS TO RECORDS AND REPORTS**  
**(2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)**

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

**ARTICLE 3**  
**BREACH OF CONTRACT TERMS**  
**(2 CFR § 200 Appendix II(A))**

Not Applicable

**ARTICLE 4**  
**BUY AMERICAN PREFERENCE**  
**(Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All**  
**of America by All of America's Workers, Bipartisan Infrastructure Law**  
**(Pub. L. No. 117-58), Build America, Buy America (BABA))**

\*\*\*SEE INSTRUCTIONS TO BIDDERS - SECTION 22 AND PROPOSAL FOR SOLICITATION COMPLIANCE.\*\*\*

**Certification of Compliance with Buy American Preference Statement**

**FAA BUY AMERICAN PREFERENCE**

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

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

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride,

composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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

**ARTICLE 5  
CIVIL RIGHTS-GENERAL  
(49 USC § 47123)**

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**5.2 Specific Clause that is used for General Contract Agreements.** The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**5.3 Specific Clause that is used for Lease Agreements or Transfer Agreements.** If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

**ARTICLE 6  
CIVIL RIGHTS - TITLE VI ASSURANCES  
(49 USC § 47123 and FAA Order 1400.11)**

\*\*\*NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.\*\*\*

**6.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## **6.2 Nondiscrimination Requirements/Title VI Clauses for Compliance.**

The Sponsor must include this contract clause in:

RESURACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT  
 AT THE  
 LONE PINE AIRPORT  
 Federal Provisions  
 Page Attachment FP -3

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

**Compliance with Nondiscrimination Requirements:**

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

- 1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**6.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor) and its assigns\*.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **ARTICLE 7**

#### **CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq)**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the 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 exceed \$150,000.

#### **ARTICLE 8**

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704)**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

**8.1 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.

**8.2 Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

**8.3 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.

**8.4 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.

**ARTICLE 9**  
**COPELAND "ANTI-KICKBACK" ACT**  
**(2 CFR § 200, Appendix II (D) and 29 CFR parts 3 and 5)**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

**ARTICLE 10**  
**DAVIS BACON REQUIREMENTS**  
**(2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b),**  
**40 USC §§ 3141-3144, 3146, and 3147)**

**10.1 MINIMUM WAGES.**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

**b.**

- i.** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (a)** The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (b)** The classification is utilized in the area by the construction industry; and
  - (c)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- ii.** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- iii.** In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- iv.** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- v. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

**10.3 Payrolls and Basic Records.**

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

b.

- i. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/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).
- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (a) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
  - (b) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

- (e) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
  
- iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### **10.4 Apprentices and Trainees.**

- a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- b. Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**10.5 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.

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

**10.7 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.

**10.8 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.

**10.9 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.

**10.10 Certification of Eligibility.**

- a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

**ARTICLE 12  
DISADVANTAGED BUSINESS ENTERPRISE  
(49 CFR part 26)**

This project does not require Disadvantaged Business Enterprise participation.

**ARTICLE 13  
DISTRACTED DRIVING  
(Executive Order 13513 and DOT Order 3902.10)**

**TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**ARTICLE 14  
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND  
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
(2 CFR § 200, Appendix II(K), 2 CFR § 200.216)**

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

**ARTICLE 15**  
**DRUG FREE WORKPLACE REQUIREMENTS**  
**(49 CFR part 32 and Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended))**

NOT APPLICABLE

**ARTICLE 16**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**  
**(2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)**

**16.1 EQUAL OPPORTUNITY CLAUSE**

**16.1.1** During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender 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.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**16.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

**16.2.1** As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**16.2.2** Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

**16.2.3** If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

**16.2.4** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

**16.2.5** Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

**16.2.6** In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the

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training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

**16.2.7** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a

year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and company activities are nonsegregated except that separate or single-user 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.

**16.2.8** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**16.2.9** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

**16.2.12** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**16.2.13** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

**16.2.14** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least

include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**16.2.15** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ARTICLE 18**  
**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I),**  
**and 49 CFR part 20, Appendix A)**

**CERTIFICATION REGARDING LOBBYING**

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

**18.1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**18.1.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**18.1.3** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



**ARTICLE 19**  
**PROHIBITION OF SEGREGATED FACILITIES**  
**(2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1)**

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

**ARTICLE 20**  
**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**  
**(29 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**ARTICLE 21**  
**PROCUREMENT OF RECOVERED MATERIALS**  
**(2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247,**  
**42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))**

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

- (a)** The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

- (b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

**ARTICLE 22  
RIGHTS TO INVENTIONS  
(2 CFR § 200, Appendix II(F), 37 CFR § 401)**

NOT APPLICABLE

**ARTICLE 23  
SEISMIC SAFETY  
(49 CFR Part 41)**

NOT APPLICABLE

**ARTICLE 24  
TAX DELINQUENCY AND FELONY CONVICTIONS  
(Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions  
in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)**

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

**Certifications**

- (a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have

been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (b) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

### **Term Definitions**

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

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

## **ARTICLE 25**

### **TERMINATION OF CONTRACT**

**(2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)**

#### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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

- (a) Contractor must immediately discontinue work as specified in the written notice.
- (b) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (c) Discontinue orders for materials and services except as directed by the written notice.
- (d) Deliver to the Sponsor all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- (e) Complete performance of the work not terminated by the notice.

RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT

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LONE PINE AIRPORT

Federal Provisions

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- (f) Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

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

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

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

#### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Sponsor termination of this contract due to default of the Contractor.

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Sponsor may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- (a) Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
- (b) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- (c) Fails to make delivery of the equipment within the time specified in the Contract, including any Sponsor approved extensions;
- (d) Fails to comply with material provisions of the Contract;
- (e) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- (f) Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Sponsor will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Sponsor's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Sponsor, the Sponsor has authority to acquire equipment by other procurement action. The Contractor will be liable to the Sponsor for any excess costs the Sponsor incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Sponsor shall be at the Contract price. The Sponsor may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Sponsor determines to be necessary to protect the Sponsor against loss because of Contractor default.

Sponsor will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Sponsor, acts of another Contractor in the performance of a contract with the Sponsor, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Sponsor determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Sponsor issued the termination for the convenience the Sponsor.

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

**ARTICLE 27**  
**VETERAN'S PREFERENCE**  
**(49 USC § 47112(c))**

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

**ARTICLE 28**  
**DOMESTIC PREFERENCES FOR PROCUREMENTS**  
**(2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))**

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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**GENERAL CONTRACT PROVISIONS**

**GENERAL CONTRACT PROVISIONS**

**SECTION 10  
DEFINITION OF TERMS**

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-01</b>	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
<b>10-02</b>	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
<b>10-03</b>	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
<b>10-04</b>	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
<b>10-05</b>	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
<b>10-06</b>	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
<b>10-07</b>	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
<b>10-08</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
<b>10-09</b>	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.



Paragraph Number	Term	Definition
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	<b>Intention of Terms</b>	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words

Paragraph Number	Term	Definition
		<p>“approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	<b>Lighting</b>	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-35	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	<b>Owner</b>	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Inyo County.
10-38	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the

Paragraph Number	Term	Definition
		Construction Safety and Phasing Plan (CSPP) for limits of the RSA.
10-53	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Paragraph Number	Term	Definition
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	<b>Owner Defined terms</b>	None.

**END OF SECTION 10**

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**SECTION 20**  
**PROPOSAL REQUIREMENTS AND CONDITIONS**

**20-01 ADVERTISEMENT (NOTICE TO BIDDERS).** This project has been advertised on \_\_\_\_\_, 2023.

**20-02 QUALIFICATION OF BIDDERS.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 CONTENTS OF PROPOSAL FORMS.** The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost per schedule, as bid, with mobilization included into the total.

A non-mandatory prebid conference will be conducted via videoconference for this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements.

**20-04 ISSUANCE OF PROPOSAL FORMS.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.



b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

**20-07 PREPARATION OF PROPOSAL.** The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 RESPONSIVE AND RESPONSIBLE BIDDER.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 IRREGULAR PROPOSALS.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 BID GUARANTEE.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 DELIVERY OF PROPOSAL.** Each proposal submitted shall be submitted online per system requirements. No proposal will be considered unless received as specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening will not be accepted.

**20-12 WITHDRAWAL OR REVISION OF PROPOSALS.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 PUBLIC OPENING OF PROPOSALS.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 DISQUALIFICATION OF BIDDERS.** A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 DISCREPANCIES AND OMISSIONS.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

**END OF SECTION 20**

**SECTION 30**  
**AWARD AND EXECUTION OF CONTRACT**

**30-01 CONSIDERATION OF PROPOSALS.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 AWARD OF CONTRACT.** The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 CANCELLATION OF AWARD.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 RETURN OF PROPOSAL GUARANTY.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 REQUIREMENTS OF CONTRACT BONDS.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 EXECUTION OF CONTRACT.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 APPROVAL OF CONTRACT.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 FAILURE TO EXECUTE CONTRACT.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

## SECTION 40 SCOPE OF WORK

**40-01 INTENT OF CONTRACT.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 ALTERATION OF WORK AND QUANTITIES.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 OMITTED ITEMS.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 EXTRA WORK.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 MAINTENANCE OF TRAFFIC.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

**40-06 REMOVAL OF EXISTING STRUCTURES.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the

work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.



**40-08 FINAL CLEANUP.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

## SECTION 50 CONTROL OF WORK

**50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited

advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 LIST OF SPECIAL PROVISIONS.** See Special Provisions section of these Contract Documents.

**50-05 COOPERATION OF CONTRACTOR.** The Contractor shall be supplied with an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 COOPERATION BETWEEN CONTRACTORS.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 CONSTRUCTION LAYOUT AND STAKES.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 INSPECTION OF THE WORK.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined

prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 LOAD RESTRICTIONS.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 MAINTENANCE DURING CONSTRUCTION.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 FAILURE TO MAINTAIN THE WORK.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 PARTIAL ACCEPTANCE.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 FINAL ACCEPTANCE.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

**SECTION 60**  
**CONTROL OF MATERIALS**

**60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** Unless otherwise designated, all materials used in the work shall be inspected, tested by the Contractor's laboratory, and approved by the RPR before incorporation in the work. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if indicated by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Contractor.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Contractor. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all required Quality Control and Acceptance tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer DAILY, along with electronic reports on forms provided by the Engineer in spreadsheet format (.xls or approved equal), on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.



**60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 PLANT INSPECTION.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 ENGINEER/RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE.** An Engineer/RPR field office is not required.

**60-06 STORAGE OF MATERIALS.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as indicated by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 UNACCEPTABLE MATERIALS.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 OWNER FURNISHED MATERIALS.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

## END OF SECTION 60

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**SECTION 70**  
**LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**70-01 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 PERMITS, LICENSES, AND TAXES.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: None.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 FEDERAL PARTICIPATION.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed

as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

Representatives of the Owner or the Engineer are not responsible during site visits or as a result of observations or inspections of the Contractor's work in progress for any safety precautions or programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to safety precautions or programs.

**70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP plan sheet can be found on the last sheet of the project plans. The CSPP report can be found in the Special Provisions of the Contract Documents.

**70-09 USE OF EXPLOSIVES.** The use of explosives is not permitted on this project.

**70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or

otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 THIRD PARTY BENEFICIARY CLAUSE.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Portions of the AOA will be closed to aircraft operation intermittently as described in the Special Provisions.

See the Construction Safety and Phasing Plan for AOA closures.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatsoever, the Contractor, at their own expense, shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents and the Owners are indicated as follows: a one-call utility location phone number is indicated on the Plans (where one is known to exist).

Please see Special Provisions for contact information.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-16 FURNISHING RIGHTS-OF-WAY.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 NO WAIVER OF LEGAL RIGHTS.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.



The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 ENVIRONMENTAL PROTECTION.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 INSURANCE REQUIREMENTS.** See insurance requirements in Agreement.

## END OF SECTION 70

**SECTION 80  
EXECUTION AND PROGRESS**

**80-01 SUBLETTING OF CONTRACT.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 NOTICE TO PROCEED (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within [ ] days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 EXECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised

schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 LIMITATION OF OPERATIONS.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: NONE.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due

to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 FAILURE TO COMPLETE ON TIME.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
I	\$2,000 Per Calendar Day	14 Calendar Days

The maximum construction time allowed for Schedule I will be the sum of the time allowed for individual schedules but not more than fourteen (14) days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 DEFAULT AND TERMINATION OF CONTRACT.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 TERMINATION FOR NATIONAL EMERGENCIES.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

**SECTION 90  
MEASUREMENT AND PAYMENT**

**90-01 MEASUREMENT OF QUANTITIES.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

**Measurement and Payment Terms**

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and



Term	Description
	accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional</p>

Term	Description
	<p>payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 SCOPE OF PAYMENT.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 COMPENSATION FOR ALTERED QUANTITIES.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 PAYMENT FOR OMITTED ITEMS.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 PAYMENT FOR EXTRA WORK.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 PARTIAL PAYMENTS.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars. Contractor must report to RPR monthly amounts paid to DBE subcontractors.

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owners interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a

portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 PAYMENT FOR MATERIALS ON HAND.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 CONSTRUCTION WARRANTY.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 CONTRACTOR FINAL PROJECT DOCUMENTATION.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the General Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid, monthly and final, to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

# TECHNICAL SPECIFICATIONS



## **GENERAL CONSTRUCTION ITEMS**

## ITEM C-105 MOBILIZATION

**105-1 DESCRIPTION.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 MOBILIZATION LIMIT.** Mobilization shall be limited to 10 percent of the total project cost, per schedule, as bid, with mobilization included into the total.

**105-3 POSTED NOTICES.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 ENGINEER/RPR FIELD OFFICE.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 BASIS OF MEASUREMENT AND PAYMENT.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

### BASIS OF PAYMENT

**105-6** Payment will be made under:

Item C-105      Mobilization – per lump sum

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

# SITWORK

**ITEM P-101  
PREPARATION/REMOVAL OF EXISTING PAVEMENTS**

**DESCRIPTION**

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

**EQUIPMENT AND MATERIALS**

**101-2** All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

**CONSTRUCTION**

**101-3.1 REMOVAL OF EXISTING PAVEMENT.**

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

**a. Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 3 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as advised by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. The material is to be broken to a maximum size of 1 1/2 inches.

**c. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as advised by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

**101-3.2 PREPARATION OF JOINTS AND CRACKS PRIOR TO OVERLAY/SURFACE TREATMENT.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the

specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1 1/2 inch with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed ¼ inch. Any excess joint or crack sealer shall be removed from the pavement surface.

Excessively deep cracks shall be pre-filled with sand or other appropriate material to within 1-1/2" of pavement surface. Wider cracks (over 1-1/2" wide) shall be filled to within 1/8" of pavement surface with Deery Level & Go, Maxwell GAP Mastic or other approved material. Prior to repairing cracks, any high spots immediately adjacent to the cracks shall be ground and flush with the surrounding pavement.

### **101-3.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES PRIOR TO SEAL-COAT AND REMARKING.**

Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as identified by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, rotary grinding, and sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as identified by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

### **101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.**

**a. Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractor shall repair all spalled concrete as shown on the plans or as identified by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

**b. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as identified by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

**101-3.5 COLD MILLING.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without

tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed of in areas designated by the plans or Airport Manager. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 12 inch or 1 foot) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated by the plans or Airport Manager.

**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

**101-3.6. PREPARATION OF ASPHALT PAVEMENT SURFACES PRIOR TO SURFACE TREATMENT.** Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

**a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

**b.** Repair joints and cracks in accordance with paragraph 101-3.2.

**c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

**d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

**101-3.7 MAINTENANCE.** The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

**101-3.8 PREPARATION OF JOINTS IN RIGID PAVEMENT PRIOR TO RESEALING.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture

and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

**101-3.8.1 REMOVAL OF EXISTING JOINT SEALANT.** All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

**101-3.8.2 CLEANING PRIOR TO SEALING.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

**101-3.8.3 JOINT SEALANT.** Joint material and installation will be in accordance with ASTM D6690 and other details in the project plans and specifications.

**101-3.9 PREPARATION OF CRACKS IN FLEXIBLE PAVEMENT PRIOR TO SEALING.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

**101-3.9.1 PREPARATION OF CRACK.** Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

**101-3.9.2 REMOVAL OF EXISTING CRACK SEALANT.** Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

**101-3.9.3 CRACK SEALANT.** Crack sealant material and installation will be in accordance with ASTM D6690 and other details in the project plans and specifications.

**101-3.9.4 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES.**

- a. **Removal of Existing Pipe Material.** Not used.
- b. **Removal of Inlets/Manholes.** Not used.

#### METHOD OF MEASUREMENT

**101-4.1 MINOR CRACK SEALING.** The unit of measurement for minor crack sealing shall be per ton.

**101-4.2 MAJOR CRACK REPAIR.** The unit of measurement for major crack repair shall be the linear feet of repair.

#### BASIS OF PAYMENT

**101-5.1 PAYMENT.** Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling,



and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

- Item P 101a Minor Crack Sealing – per ton
- Item P 101b Major Crack Repair – per linear foot

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### Advisory Circulars (AC)

- AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

#### ASTM International (ASTM)

- ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

**END OF ITEM P-101**

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# **SURFACE TREATMENT**

**ITEM P-608  
EMULSIFIED ASPHALT SEAL COAT**

**DESCRIPTION**

**608-1.1** This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

**MATERIALS**

**608-2.1 AGGREGATE.** The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

<b>AGGREGATE MATERIAL GRADATION REQUIREMENTS<sup>1</sup></b>	
<b>Sieve Designation (square openings)</b>	<b>Individual Percentage Retained by Weight</b>
No. 10	0
No. 14	0-4
No. 16	0-8
No. 20	0-35
No. 30	20-50
No. 40	10-45
No. 50	0-20
No. 70	0-5
No. 100	0-2
No. 200	0-2

<sup>1</sup>Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

**608-2.2 ASPHALT EMULSION.** The asphalt emulsion shall meet the properties in the following table:

<b>CONCENTRATED ASPHALT EMULSION PROPERTIES</b>		
<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
Viscosity, Saybolt Furol at 77°F)	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge <sup>1</sup>	ASTM D7402	Positive 6.5 maximum pH

<sup>1</sup>pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (1%) polymer.

<b>TESTS ON RESIDUE FROM DISTILLATION OR EVAPORATION</b>		
<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
Viscosity at 275°F	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

<b>TWO-TO-ONE DILUTION EMULSION PROPERTIES</b>		
<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
<b>In Ready-to-Apply Form, two parts concentrate to one part water, by volume</b>		
Viscosity, Saybolt Furol at 77°F	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability <sup>1</sup>		Pass

<sup>1</sup>Pumping stability is tested by pumping one pint of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F, through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F and the material shall be protected from freezing, or whenever outside temperature drops below 40°F for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

**608-2.3 WATER.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F prior to adding to emulsion.

**608-2.4 POLYMER.** The polymer shall meet the properties in the following table:

POLYMER PROPERTIES	
Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

**608-2.5 SEAL COAT WITH AGGREGATE.** The Contractor shall submit friction test data from no less than one (1) of the prior airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with

a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

### COMPOSITION AND APPLICATION RATE

**608-3.1 APPLICATION RATE.** The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

APPLICATION RATE		
Dilution Rate	Quantity of Emulsion gal/yd <sup>2</sup>	Quantity of Aggregate lb/yd <sup>2</sup>
2:1	0.15 – 0.20	0.20-0.50

**608-3.2 CONTROL AREAS AND CONTROL STRIPS.** Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. The skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to

application. The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 8 to 36 hours after application of the control strips depending on site and environmental conditions. Aircraft shall not be permitted on the runway or high speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-8.1.

### CONSTRUCTION METHODS

**608-4.1 WORKER SAFETY.** The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

**608-4.2 WEATHER LIMITATIONS.** The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

**608-4.3 EQUIPMENT AND TOOLS.** The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven hundred (700) feet per minute. The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per



square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

**608-4.4 PREPARATION OF ASPHALT PAVEMENT SURFACES.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**608-4.5 EMULSION MIXING.** The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

**608-4.6 APPLICATION OF ASPHALT EMULSION.** The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for

each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F and 160°F or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

**608-4.7 APPLICATION OF AGGREGATE MATERIAL.** Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

### QUALITY CONTROL (QC)

**608-5.1 MANUFACTURER'S REPRESENTATION.** The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

**608-5.2 CONTRACTOR QUALIFICATIONS.** The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

### MATERIAL ACCEPTANCE

**608-6.1 APPLICATION RATE.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-6.2 FRICTION TESTS.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline with approved continuous friction measuring

equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

#### METHOD OF MEASUREMENT

**608-7.1 ASPHALT SURFACE TREATMENT.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

#### BASIS OF PAYMENT

**608-8.1** Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608 Asphalt Surface Treatment – per square yard

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene

ASTM D2995 Standard Practice for Estimating Application Rate of Bituminous Distributors

ASTM D4402 Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer

ASTM D5340 Standard Test Method for Airport Pavement Condition Index Surveys

Advisory Circulars (AC)

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces

AC 150/5320-17 Airfield Pavement Surface Evaluation and Rating (PASER) Manuals

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements

**END OF ITEM P-608**

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## MISCELLANEOUS

**ITEM P-620  
RUNWAY AND TAXIWAY MARKING**

**DESCRIPTION**

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as identified by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

**MATERIALS**

**620-2.1 MATERIALS ACCEPTANCE.** The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

**620-2.2 MARKING MATERIALS.**

**TABLE 1  
MARKING MATERIALS**

Paint <sup>1</sup>				Glass Beads <sup>2</sup>	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne, Type II	Yellow	33538 or 3365	115 ft <sup>2</sup> / gal	Type I, Gradation A	7 lb / gal
Waterborne, Type II	Black	37038	115 ft <sup>2</sup> / gal	No Beads	N/A

<sup>1</sup> See paragraph 620-2.2a

<sup>2</sup> See paragraph 620-2.2b

**a. Paint.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

**Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 WEATHER LIMITATIONS.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 EQUIPMENT.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 PREPARATION OF SURFACES.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings. See P-620-3.10 Removals of Markings for construction method of marking removals. Method of Measurement for marking removals and Basis of Payment for marking removals are addressed under P-620-3.10.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.



Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 LAYOUT OF MARKINGS.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 APPLICATION.** A period of 30 days shall elapse between placement of surface course or seal coat and application of the final permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

**MARKING DIMENSIONS AND SPACING TOLERANCE**

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of one (1) day shall elapse between placement of a bituminous surface course or seal coat and application of the temporary paint. Temporary paint may be applied sooner if the seal coat has broken and is no longer tacky. However, if discoloration is evident, painting shall be discontinued and additional cure time of the seal coat will be required. All discolored paint shall be replaced at the Contractor's expense.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

**620-3.6 APPLICATION--PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS.** Preformed thermoplastic pavement markings not used.

**620-3.7 CONTROL STRIP.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and

evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 RETRO-REFLECTANCE.** [Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with three (3) readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

#### MINIMUM RETRO-REFLECTANCE VALUES

Material	Retro-reflectance mcd/m <sup>2</sup> /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than <sup>1</sup>	100	75	10

<sup>1</sup> Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

**620-3.9 PROTECTION AND CLEANUP.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

**620-3.10 REMOVAL OF MARKINGS.** Designated existing pavement markings shall be physically removed by sandblasting, chemical removal or other means approved by the Engineer. Removal by painting over existing markings will not be allowed. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of as indicated by the RPR.

#### METHOD OF MEASUREMENT

**620-4.1a** The quantity of pavement marking removals to be paid for shall be the number of square feet of marking removals.

**620-4.1b** The quantity of temporary markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR.

**620-4.1c** The quantity of markings to be paid for shall be measured by the number of square feet of painting. Reflective media shall be considered incidental to this item.

### BASIS OF PAYMENT

**620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

**620-5.1a** Payment for marking removals shall be made at the contract price for the number of square feet of marking removals.

**620-5.1b** Payment for temporary markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**620-5.1c** Payment for markings shall be made at the contract price for by the number of square feet of painting.

Payment will be made under:

Item P-620a	Marking Removals - per square foot
Item P-620b	Temporary Marking - per square foot
Item P-620c	Marking – per square foot

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

#### Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24  
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

#### Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

#### Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

#### Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

**END OF ITEM P-620**

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

- 1. GENERAL.** Work to be done under this Agreement consists of furnishing all labor, materials, equipment and accessories and performing all operations necessary to complete the Work in accordance with the Drawings and Specifications.

The following "Special Provisions" shall govern in case of any discrepancies in any or all of the following Specifications, and the intent, either expressed or implied in these "Special Provisions", shall govern in the interpretation of the Plans and Specifications.

The Bidder is required to examine carefully the site of the Proposed Work, the Proposal, Plans and Specifications. He shall satisfy himself as to the character, quality and quantities of Work to be performed, materials to be furnished, and as to the requirements of these Specifications. The submission of a Proposal shall be evidence that the Bidder has made such an examination.

- 2. PLANS.** The Plans governing and controlling the Work and to which reference is made throughout the Technical Specifications and other Contract Documents are those plans prepared by Armstrong Consultants, Inc. entitled "Lone Pine Airport – Lone Pine, California, AIP No. 3-06-0126-0xx-2023".
- 3. LOCATION.** Lone Pine Airport is located in Lone Pine, California.
- 4. WORK SCHEDULE AND PROJECT PHASING.** After the Award of Contract and prior to receiving the Notice to Proceed, the Contractor shall submit to the Engineer a Safety Plan Compliance Document (located in Special Provisions 25). The Sponsor reserves the right to request changes in the sequence of Project schedules if such change is required in the interest of safety or airport operation. The Project schedule shall clearly identify runway closure time(s) which shall be kept to the absolute minimum necessary.

Construction shall be phased in a manner to minimize disruption to air traffic operations. Access shall be maintained from the aircraft parking area and the fuel pumps to the runway at all times.

- 5. PRE-CONSTRUCTION CONFERENCE.** After the Notice to Proceed has been issued and prior to commencement of any Work, the Airport Manager as the Sponsor's Representative will meet with the Engineer and the Contractor to discuss the Work in general, including administrative matters, the Contractor's Quality Control Program, accident prevention, and safety; to answer any questions of the Engineer or Contractor; and to resolve any potential problems before the Work commences.
- 6. UNDERGROUND UTILITIES.** All known existing utilities have been depicted on the Plans as accurately as possible. In many cases, exact location, depth, and pipe size and type are not known. The Contractor is responsible for contacting appropriate utility locator services prior to construction.

In the State of California: USA North 811, 811 or (800) 642-2444. Where the Plans call for the Contractor to relocate an existing utility and the affected utility material composition differs from that shown on the Plans, the Contractor shall immediately notify the Engineer.

- 7. PERMITS, TAXES & COMPLIANCE WITH LAWS.** The Contractor shall procure and pay for all permits, taxes, licenses, and bonds necessary for the prosecution of his Work, and/or required by local, State, and Federal regulations, and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these Specifications. The

Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State and local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the Work. Costs of compliance and/or all taxes shall be included in the Unit Prices Bid for each Contract Item.

8. **FIELD OFFICE.** The Contractor will not be required to provide a field office and furnishings as noted in Section 60, Paragraph 5 of the General Provisions.
9. **HAUL ROADS.** The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the Project, the Contractor shall be required to regrade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any Work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the Work.
10. **TESTING & STAKING.** The Contractor is responsible for conducting and payment for all quality control and acceptance testing, survey and staking noted in these Specifications. The person responsible for conducting the testing/staking shall be approved by the Engineer. Field test results shall be furnished daily by the testing laboratory in written form to the Engineer's Representative on the Project site and shall be submitted weekly by the testing laboratory to the Engineer typed on the forms supplied by the Engineer. Failure to submit written test results daily or typed test results weekly shall be grounds for suspension of Work (but not Contract Time) until the test results are submitted to the Engineer. Any requested testing data and/or surveying notes shall be supplied to the Engineer by the Contractor at no cost.
11. **AIRPORT SECURITY.** During the course of the construction operations, the Contractor will be allowed to utilize an agreed upon number of airport accesses as entrances to the construction site. These gates and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep these gates and all other temporary gaps in fencing closed during non-construction hours and guarded as necessary during construction hours to protect the runway from stray livestock. Occupants of any vehicles allowed on the airport shall be the responsibility of the Contractor and the Contractor shall control which vehicles are allowed to enter the airport property during construction except for normal airport operations uses.
12. **CLOSURE OF AIR OPERATIONS AREAS.** Barricades are considered a necessary and incidental part of the work and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.
13. **ACCIDENT PREVENTION.** Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and

explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

14. **EXISTING UNDERGROUND CABLES.** The Contractor shall attempt to locate the Sponsor's and/or FAA's underground cables prior to construction. Damage to the underground cables by the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications.
15. **UTILITIES.** Any utilities required by the Contractor for the prosecution of the Work shall be paid for by the Contractor.
16. **STANDARD OF CARE/WARRANTY.** The Contractor shall perform all of the work required under the Contract Documents, in accordance with the expertise and skill that would be expected of a Contractor, expert in airport construction projects in general, and the Work required under the Contract Documents, in particular. In addition, the Contractor warrants that materials and equipment furnished under the Contract Documents will be of good quality and new, unless otherwise required by the Contract Documents, that the Work will be free from defects not inherent in the Work involved, and that the Work will conform, in all respects, to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes defects due to abuse not caused by the Contractor, Subcontractors, or other third parties operating under the direction or control of the Contractor, modifications not executed or approved by the Contractor, improper or insufficient maintenance, by the Sponsor, improper operation by the Sponsor, or normal wear and tear under normal usage.
17. **ATTORNEY'S FEES.** Should either party breach its obligations under the Agreement to be executed between the Contractor and Sponsor, or under any of the other Contract Documents, the breaching party shall be responsible for reimbursing the non-breaching party for all reasonable Attorney's fees and court costs incurred by the non-breaching party in enforcing its rights under the Contractor's agreement or the other Contract Documents.
18. **DRUG FREE WORKPLACE.** While the federal provision for Drug Free Workplace does not apply to the Contractor as an entity, the airport that the Contractor is working on does have to comply with the provision. As such, the Contractor is hereby notified that while working on the airport and all Sponsor-owned land and facilities the Contractor and its representatives shall be drug free. Failure to comply can result in the Contractor being considered in breach of contract terms.
19. **CSPP VIOLATION PENALTIES.**

**Penalty for moving violation of Airport CSPP.** In addition to the suspension of work outlined in GP 80-04 and elsewhere in the Construction Agreement, a driver who causes an incursion into an open runway area will be prohibited from driving any vehicle in the AOA until the contractor demonstrates understanding of the cause of the violation. A written proposed change in construction operations ensuring the cause is remedied shall be submitted by the Contractor to the Sponsor and the change must have been implemented to reinstate their AOA driving privileges. The second violation for the same driver will result in them and their immediate supervisor having their AOA driving privileges revoked for the duration of the project in progress at the time of the second violation.



**Penalty for non-moving violations of Airport CSPP.** These violations do not include driving violations but all other CSPP violations, such as the improper layout of barricades, construction traffic routing, or lack of communicating required events to Sponsor or Engineer. In addition to the suspension of work outlined in GP 80-04 and elsewhere in the Construction Agreement, all construction items' acceptance testing and measurement for payment shall cease at no cost to the project or Sponsor. Work may only resume after the violation is remedied.

None of this shall be construed as relating to any standard or recognized construction and construction safety activities outside of the CSPP. The Contractor is solely responsible for all recognized safety items relating to all aspects of applicable construction activities and material supply logistics operations. Such activities include, but are not limited to, OSHA requirements, trench shoring, proper driver licensing, personal protective equipment, confined space activities, asphalt and concrete plant safety, etc. The Sponsor and the Engineer have no authority or burden of review or acceptance of any such safety items and practices.

- 20. OPERATIONS AFFECTED BY COVID-19 PANDEMIC.** If at any point construction is suspended due to issues related to the COVID-19 pandemic, the contract time for the project will be temporarily stopped at no penalty to the Contractor. Prior to ceasing operations, the Contractor shall ensure that the project site is safe and can be left largely unattended. The Contractor will be required to perform periodic inspections as directed by Airport Staff, to ensure that all safety equipment is functioning and that the project site is safe. The Contractor will not be eligible for any additional payment due to demobilizing/remobilizing to the site nor additional payment due to lost production.
- 21. PROTECTION OF AIRPORT PAVEMENT.** The Contractor is specifically cautioned that this airport was constructed to support light aircraft. Pavement and other structures on the airport project site are not rated the same as the surrounding roadway network. Pavement or other structures damaged by the Contractor's equipment or operations must be repaired or replaced to a condition as good, or better than, before the project began. Cost of this repair or replacement shall be borne solely by the Contractor.
- 22. CONTRACTORS AFFIDAVIT.** In addition to indemnification of the Owner on the release of claims that is to be delivered prior to the final payment, the Contractor shall extend that indemnification to Armstrong Consultants, Inc.
- 23. SAFETY.** Representatives of the Owner or the Engineer are not responsible during site visits or as a result of observations or inspections of the Contractor's work in progress for any safety precautions or programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to safety precautions or programs.
- 24. CONSTRUCTION SAFETY AND PHASING PLAN WITH CONSTRUCTION SAFETY DRAWINGS.** To follow on next page.

# LONE PINE AIRPORT

Lone Pine, California

## CONSTRUCTION SAFETY AND PHASING PLAN

### SCHEDULE I

Rehabilitation Taxiway A and Associated Connector Taxiways (35' x 4,100')

AIP No. 3-06-0126-0XX-2023

CA DIR No. xxx

ACI No. 236957

March 2023



A **LOCHNER** COMPANY

1575 Delucchi Lane, Suite 219

Reno, NV 89502

O: 775.346.3010

[www.armstrongconsultants.com](http://www.armstrongconsultants.com)

## **SPONSOR CONCURRENCE**

The County of Inyo has read and agreed to this Construction Safety and Phasing Plan.

---

Designed By

Date

### **SPONSOR APPROVAL:**

---

Sponsor Representative

Date

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Appendix A      CSPP Drawing

**LONE PINE AIRPORT**  
**AIP NO. 3-06-0126-0XX-2023**

The Contractor shall prepare a detailed Safety Plan Compliance Document (SPCD) as stated in the Advisory Circular 150-5370-2G. The SPCD should include a general statement by the Contractor that he/she has read and will abide by the Construction Safety and Phasing Plan (CSPP). In addition, the Contractor's SPCD shall identify specific methods, sequencing, and phasing that he/she intends to use in order to accomplish the project work. The final SPCD shall be the result of a coordinated effort between the Owner/Sponsor, the Engineer, and the Contractor.

The Contractor shall adhere to the approved SPCD and CSPP as agreed upon by the Owner/Sponsor, Engineer, and Contractor. Modifications or deviations from the approved safety plan shall be submitted to the Engineer for review and approval prior to implementation. The Engineer for this project is Armstrong Consultants, Inc. The Project Manager is Nadine Burgard, (775) 346-3011.

## **1.0 COORDINATION**

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A pre-construction meeting will be held prior to the Contractor beginning work or staging material and equipment on-site. The Sponsor, the Contractor, and the Engineer representatives shall be present. The pre-construction meeting will discuss operational safety during construction as a priority.

No closures will be permitted without the applicable Notices to Airmen (NOTAM) in place for each specific closure. Emergency access for off-airport (Police, Fire, and EMT) based emergency service shall be maintained at all times. Routing for such traffic shall be determined and made known to all supervisor personnel involved in the construction project. Coordination of this access will be proposed by the Contractor and approved by the Resident Inspector and the Airport Operations Manager.

### **1.1 Contractor Progress Meetings**

The location and time of the daily progress meetings will be determined during the pre-construction meeting. A continual review of the Contractor's adherence to the CSPP will be made by the Resident Inspector and airport personnel and will be discussed at each meeting. The Contractor will be notified and required to immediately correct any deficiencies that may occur.

### **1.2 Scope or Schedule Changes**

Any proposed changes to the CSPP shall be pre-coordinated with the FAA Airports Regional or District Office prior to implementation of the change.

All parties involved will need to evaluate the impact(s) of the change and will determine what measures will need to be taken to maintain a safe construction site. Changes in the scope or duration of the project may necessitate revisions to the CSPP.

### **1.3 FAA Air Traffic Organization Coordination**

The FAA Air Traffic Organization (ATO) will need to be notified immediately of any changes that affect aircraft movement within the airport which include facility shutdowns and restarts. It is not anticipated that any shutdown or alteration to FAA facilities will be required for this project.



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## **2.0 PHASING**

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In order to minimize disruptions to airport operations during construction, construction will be sequenced in phases to limit the amount of aircraft operations affected at any given time. The phasing plan was developed with help from the airport and is considered to be the most effective way of maintaining the required aircraft access, while imposing the least amount of impact on Contractor operations, and without sacrificing safety. The phasing for this project is presented below, and is visually depicted in the CSPP Drawings attached in Appendix A.

This project will be completed in one (1) schedule with two (2) phases. Each of the phases is discussed in further detail in the drawings.

### **2.1 Phasing Elements**

#### **2.1.1 Phase 1 - Schedule I**

Phase 1 will allow the Contractor to conduct pre-construction activities including the pre-construction meeting, mobilization, surveying, and security/access requirements. Phase 1 of construction will include the area of each connector between Taxiway A and the runway; thus Runway 16/34 will be closed during this phase. The duration of this phase and runway closure is seven (7) days. Work includes crack sealing/repair, surface treatment and remarking.

#### **2.1.2 Phase 2 - Schedule I**

During Phase 2 of construction, Runway 16/34 will be open and access for air traffic will be maintained through the center taxiway connector. The allotted contract time for this phase of construction is 7 days. Work includes crack sealing/repair, surface treatment and remarking.

The Contractor shall notify the Engineer at least 72 hours prior to any activities within the AOA so the Airport can provide any required NOTAM's.

### **2.2 Construction Safety and Phasing Plan Drawings**

The CSPP Drawings (Appendix A) of this document show the affected areas and associated closures. When closure is necessary, the Contractor shall obtain approval from the Sponsor and be required to place yellow closure crosses as shown on the plans. Low profile aviation barricades shall be placed to delineate

the construction area on taxiways. The drawings have been reviewed, accepted, and signed by the Sponsor.

### 3.0 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

All work within the AOA shall be accomplished in conformance with Advisory Circular 150/5370-2G, *Operational Safety on Airports during Construction*. The CSPP Drawings (Appendix A) include information regarding requirements for operational safety on the airport during construction.

Project	Rehabilitate Taxiway A and Associated Connector Taxiways		
Scope of Work	Crack sealing and repair, surface treatment and new pavement markings		
Phase	Normal (Existing)	Phase I	Phase II
Effects of Construction Operations	None	RW 16/34 closed	RW 16/34 open; access via center connector only
RW 16/34 Average Aircraft Operations	Air Taxi: 0/day GA: 15/day Mil: 0.3/day	Air Taxi: none GA: none Mil: none	Air Taxi: 0/day GA: 15/day Mil: 0.3/day
Runway 16/34 Aircraft Category	B-I (Small)	B-I (Small)	B-I (Small)
Runway 16 Approach Visibility Minimums	Visual	Visual	Visual
Runway 34 Approach Visibility Minimums	Visual	Visual	Visual
Runway 16 Approach Procedures	None	None	None
Runway 34 Approach Procedures	None	None	None
RW 16/34 NAVAIDs	None	None	None
TW A ADG	I	I	I
TW A TDG	1A	1A	1A
ATCT (hours open)	N/A	N/A	N/A
ARFF Index	N/A	N/A	N/A
Special Conditions	N/A	None	None
Information for NOTAMS	N/A	RWY 16/34 closed during construction activities; no taxiway access	RWY 16/34 open; access to apron via center connector TWY only

RUNWAY	AIRCRAFT APPROACH CATEGORY A, B, C OR D	AIRPLANE DESIGN GROUP I, II, III OR IV	RSA WIDTH IN FEET DIVIDED BY 2	RSA LENGTH BEYOND RWY END
16	B	I-Small	60 Feet	240 Feet
34	B	I-Small	60 Feet	240 Feet

**3.1 Identification of Affected Areas**

All of the work for this project will occur within the AOA. The CSPP Drawings (Appendix A) depict the limits of the project and their proximity to the AOA. The Contractor shall not enter the AOA without approval by the Sponsor.

**3.1.1 Closing or Partial Closing of Runways, Taxiways and Aprons**

Runway 16/34 and Taxiway A will be closed for the duration of Phase I, Schedule I construction.

The apron will remain open for the duration of all construction activities, though no access to Taxiway A or the Runway will be allowed during Phase I, Schedule I construction. The apron will remain open during Phase II, Schedule I construction along with access to the center connector of Taxiway A to Runway 16/34.

No utilities should be interrupted by construction.

**3.2 Mitigation of Effects**

To mitigate construction effects on airport operations, a detailed phasing requirement will be specified in the plans and specifications. In developing the phasing requirement, alternative routes allowing emergency and ARFF vehicles and aircraft taxiway and runway movements have been considered.

With the majority of construction taking place within the AOA, phasing will be designed to minimize impacts on airport operations.

It is imperative to adhere to the requirements established in the CSPP Drawings (Appendix A) to maintain safety and operations at the airport during construction. It is important that all involved personnel discuss current and upcoming phases during the required daily updates.

### **3.2.1 Temporary Changes to Runway and/or Taxi Operations**

Taxiway A will be closed during Phase I of construction and partially closed during Phase II. Planes will be required to back taxi along portions of Runway 16/34 to access the center connector or Taxiway A during Phase II of construction.

### **3.2.2 Detours for Emergency Vehicles**

Access for emergency vehicles will be maintained throughout the site at all times.

### **3.2.3 Temporary Changes to Air Traffic Control Procedures**

None.

### **3.2.4 Runway Closure Procedure for Night Work**

There is no night work scheduled or anticipated for this project.

### **3.2.5 Runway Closure Checklist**

- Contractor shall take weather forecasts into consideration so that all anticipated work can be completed within the allocated closure times.
- Engineer shall coordinate with Airport staff.
- Airport staff will issue a NOTAM for the runway closure.
- Engineer will notify the Contractor, who will place the yellow X's over the runway numbers on both ends. Where required, low profile barricades shall be placed to delineate the closed portions of the taxiways.
- The runway lights shall be deactivated during the closure period.
- The Contractor will have access to the entire runway and safety area during the closure period.

### **3.2.6 Runway Re-Open Checklist**

A runway inspection shall be conducted by airport operations and then a runway opening checklist shall be completed and signed by the airport, contractor, and engineering representatives prior to opening the runway for aircraft each morning.

- Contractor shall be responsible for inspecting the entire runway and taxiway system to ensure that Foreign Object Debris (FOD) is cleaned up.

- The safety area must maintain existing grade to meet all safety criteria.
- All surface markings shall be completed prior to opening to airfield traffic.
- Install tapers, if necessary, at drops in pavement.
- Reactivate the runway lights.
- Contractor to remove yellow X's prior to opening.
- All personnel, equipment, or material shall be clear of the runway and the safety area prior to opening.
- Contractor shall notify Engineer when they are clear of the runway prior to opening.
- The Engineer shall notify the Airport staff when the runway is clear.
- Airport staff will inspect the airfield pavement and safety area.
- The Contractor shall be present during the inspection and shall immediately remedy any safety concerns that Airport staff identifies.
- Airport staff will clear the runway for airfield traffic.
- During the course of construction operations, the Contractor will be allowed to utilize select gates as entrance to the airfield and construction site as indicated in the project plans. The gates may be opened only for authorized vehicle traffic flow. At such times as these gates are not guarded, they shall be closed and securely locked.

#### **4.0 NAVIGATION AIDS (NAVAIDS) PROTECTION.**

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No NAVAIDS will be impacted by construction.



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## **5.0 CONTRACTOR ACCESS**

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In order for any person to have unescorted access to the AOA, that person must have access approval by the Airport Operations Manager and/or Sponsor. The Contractor will be required to submit detailed construction personnel information (driver's license or official ID) for all crewmembers requiring access to the Airport.

### **5.1 Location of Stockpiled Construction Materials**

All stock piled materials shall be located in the contractor's staging area. See Construction Safety Plan for location. See Section 16 for discussion on hazard marking and lighting devices requirements. See Section 6 Wildlife Management for discussion on wildlife issues. See Section 7 Foreign Object Debris (FOD) Management for discussion on FOD control.

### **5.2 Vehicle and Pedestrian Operations**

The Contractor will be required to gain access to the airfield for this project. The project will require a haul route to cross the apron to bring in materials and remove waste. This area is located inside the movement area and communication with aircraft must be monitored by the Contractor. Pedestrians and personal vehicles will not be allowed to leave the staging area.

### **5.3 Construction Site Parking**

Construction site parking will be outside of the AOA and designated areas per the CSPP Drawings (Appendix A).

### **5.4 Construction Equipment Parking**

Construction equipment parking will be allowed at the contractor's staging area in the location shown on the CSPP Drawings (Appendix A) or at a location approved by the Resident Inspector. No equipment or material shall be parked or stored in any active runway or taxiway safety area or object free area.

### **5.5 Access and Haul Roads**

During the course of the construction operations, the Contractor will have direct access to the airfield entrance and construction site. The haul route to the site is shown on the CSPP Drawings (Appendix A).

Vehicles on site and passengers in any vehicles shall be the responsibility of the Contractor. Haul route designation on Airport property shall be the responsibility of the Airport and its representatives. Once

established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. When required, water shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the AOA. The Contractor shall be prepared at all times to repair any damage caused by the movement of equipment on any of the haul roads at the direction of the Engineer, whether in designated or undesignated areas. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work. Establishment of haul roads off Airport property shall be the sole responsibility of the Contractor.

Contractor movement shall be restricted to the predetermined access routes as shown on CSPP Drawings (Appendix A) and within the work area. Work areas shall be delineated with barricades as shown on the CSPP Drawings (Appendix A). The Contractor shall not operate outside of these areas without approval of the Resident Inspector. The designated haul route intersects an unpaved runway on this airport. All Contractor personnel using this haul route must confirm by observation and incoming radio communication that it is clear to cross this runway, and must make appropriate outgoing radio calls prior to crossing this runway.

The Airport reserves the right to immediately remove any operator who does not comply with this section on a temporary basis, or at the Airport's discretion, permanently.

## **5.6 Marking and Lighting of Vehicles**

All vehicles operating within the AOA and in the movement areas must clearly identify themselves for control purposes. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. All authorized vehicles and construction equipment must display a three-foot by three-foot flag with international orange and white 12-inch squares displayed in full view above the vehicles or a rotating and/or flashing beacon. To operate in those areas, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a beacon. All lighting of vehicles must comply with FAA AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport*.

## **5.7 Required Escorts**

All personnel requiring escort privileges will need to place a request with the Resident Inspector and Airport Operations Manager at least 72 hours in advance.

When vehicles, without prior approval from the Airport operator, must travel over any portion of an aircraft movement area, the vehicle will be escorted by a badged representative and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type beacon.

## **5.8 Training Requirements of Vehicle Drivers**

Lone Pine Airport does not require drivers to attend an airport driving class. Proper vehicle operations are described as compliant with the established haul routes on the Airport and conforming to all applicable local rules and regulations.

## **5.9 Situational Awareness**

When on the AOA, vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) before crossing a runway, taxiway, or any other area open to aircraft operations. The Contractor shall be aware of boundaries to AOA at all times to avoid any vehicle/pedestrian deviation that could lead to any unauthorized entry onto the movement area.

## **5.10 Two-way Radio Communication Procedures**

The Contractor's superintendent and foreman shall be required to monitor transceiver radios tuned to the Airport's Ground frequency 122.8 MHz at all times.

The Contractor shall supply aviation radios. Radios shall be used to make appropriate announcements in regards to the movement of equipment, trucks, etc., within the movement area.

Additionally, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

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## **6.0 WILDLIFE MANAGEMENT**

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In general, the Contractor must carefully control and continuously remove waste or excess material that might attract wildlife. Should the Contractor encounter any wildlife on the airfield, he should notify the Sponsor immediately so that appropriate actions to mitigate the problem can be implemented. The Contractor should contact the Sponsor for further guidance regarding any issues or questions regarding wildlife on the airport.

### **6.1 Trash**

The Contractor is responsible for completing a daily inspection of the construction site, including the Contractor's Staging Area, for any trash or objects that might attract wildlife. All trash found shall be disposed of properly.

### **6.2 Standing Water**

Because standing water can attract wildlife, the Contractor is responsible to complete a daily inspection of the construction site for any standing water. At discretion of the Resident Inspector, the Contractor shall promptly remove any standing water.

### **6.3 Tall Grass and Seeds**

Seeding is not proposed for this project.

### **6.4 Poorly Maintained Fencing and Gates**

The Contractor shall be required to maintain all fences and gates throughout the duration of the project, to the satisfaction of the Airport Operations Manager and Resident Inspector.

### **6.5 Disruption of Existing Wildlife Habitat**

The Contractor shall notify the Resident Inspector and Airport Operations Manager when any wildlife is sighted within the AOA.

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## **7.0 FOREIGN OBJECT DEBRIS MANAGEMENT**

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All excavated material, debris, etc. shall be cleaned from the site at least on a daily basis and more often if required by the Sponsor or Engineer. To control dust and/or blowing debris, any soil, debris or loose material shall immediately be swept up and removed. The Contractor shall ensure that the construction site is clean and FOD is not an issue for safe usage of the airport.

The Contractor is required to keep all areas within the construction site free from FOD at all times. The Contractor is required to maintain FOD control continually to the satisfaction of the Resident Inspector. Prior to opening any pavement to aircraft, the Contractor shall conduct a sweep of the pavement to verify that it is FOD free.



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## **8.0 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT**

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At the preconstruction meeting, the Contractor shall discuss the fueling operation for all equipment on site. Contractors operating construction vehicles and equipment on the Airport must be prepared to expeditiously contain spills resulting from fuel or hydraulic fluid leaks and immediately report to Airport Operations. Any spills that occur on site shall be brought to the attention of the Sponsor immediately. The Contractor shall also notify the Sponsor of any and all required remedial work required and follow appropriate methods for cleaning up the contaminate site. The Contractor shall also make sure the Sponsor is in attendance to witness the cleanup and provide written documentation to the Sponsor stating the remedial work is complete verifying regulation requirements are met. Spill prevention and response procedures for airport owned facilities include regular visual inspections, adopting good housekeeping practices, and reducing and reusing process materials to minimize waste generation on site. The Contractor should provide the Sponsor a list of all materials being delivered to the construction area and maintain Material Safety Data Sheets (MSDS) sheets for such materials on the airport site. The Contractor will also be required to verify that NPDES permits requirements are met. The Contractor shall be responsible for any costs and/or mitigation associated with any spills and/or leaks. MSDS are required for all hazardous materials used on Airport property.

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## 9.0 NOTIFICATION OF CONSTRUCTION ACTIVITIES

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The Contractor shall list the names of individuals that will be responsible for specific items on the construction site. The names shall be given to the Sponsor, as well as posted on a bulletin board on the project. There is 911 emergency service at the Airport which shall be posted on the bulletin board. The following are contacts and names that need to be identified:

### 9.1 Maintenance of a List of Responsible Representatives/Points of Contact

Office Address and Phone Numbers:

Company Name: **TBD**

Company Address:

City, State and Zip:

Ph.:

Fax:

Project Superintendent: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

24-Hour Contact: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Safety Officer: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Quality Control Officer: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Job Site Environmental Officer: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Subcontractor information shall be available to the Sponsor and Engineer.

Agency Contact	Type of Agency	Telephone No.
Ashley Helms	Lone Pine Airport Manager	(760) 872-2971
Nadine Burgard	Project Engineer/Manager	(775) 346-3011
Inyo County Sheriff	Sheriff's Department	(760) 878-0383
Lone Pine Fire Protection District	Fire Department	(760) 876-4626
Southern Inyo Healthcare District	Hospital	(760) 876-5501

## 9.2 Notices to Airmen

Only the Airport Operations Manager may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The Airport Operations Manager must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Contractor must notify the Resident Inspector and Airport Operations Manager when scheduling/scoping for the project has changed that would require a modification to the NOTAMs.

## 9.3 Emergency Notification Procedures

In an event of an emergency, the Contractor shall notify the Airport Operations Manager and Resident Inspector immediately and, when necessary, call 911. The Contractor must coordinate after hours contact procedures with the Airport prior to construction.

The address for emergency response to the site is:

1452 S Main St, Lone Pine, CA 93545

Access via South Main Street (Highway 395)

## 9.4 Notification to the FAA

**Part 77:** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment, stockpiles, and proposed parking areas for this equipment. FAA Form 7460-1, Notice of Proposed Construction or Alteration can be used and submitted to the appropriate FAA Airports Regional or District Office.

**NAVAIDS:** For emergency notifications regarding both airport owned and FAA owned NAVAIDs, the airport shall contact 1-866-432-2622.

For planned NAVAID shutdowns, the Airport shall submit a Strategic Event Notification (SEN) form to the FAA. A review period of 45 days is required between the submission of the SEN and the NAVAID shutdown.

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment. In regards to NAVAIDS damage, the Airport shall contact 1-866-432-2622.

## **10.0 INSPECTION REQUIREMENTS.**

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The Contractor will identify a Safety Officer who will be required to inspect on a daily basis, all barricades and flashers prior to work commencing and prior to leaving the work site. The Contractor will notify the Sponsor that all inspections have been completed. The Contractor shall determine if there is a need to increase the inspections based on the project and site conditions. There will be no decrease in the amount of required inspections. At the project final inspection, the project site shall be clean and free of all debris related to the project construction.

### **10.1 Daily (Or More Frequent Inspections)**

Inspections shall be conducted daily, or more frequently if deemed necessary by the Resident Inspector to ensure conformance with this document. The inspections shall be completed by the Contractor to the Engineer's satisfaction and the Contractor shall submit a copy of all the completed checklists to the Engineer. The Contractor should fill out this checklist every day that construction operations occur on this project. Checklist is provided in Appendix B of this document.

### **10.2 Interim Inspections**

Inspections shall be conducted of all areas to be (re) opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The inspections should be completed by the Contractor, Airport Operations Manager, and Resident Inspector. Ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely.

### **10.3 Final Inspections**

Final inspections shall be conducted prior to opening of any airfield facilities. The final inspection should be completed with the Contractor, Airport Operations Manager, Sponsor, and Engineer Representatives.

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## **11.0 UNDERGROUND UTILITIES**

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The Contractor shall be responsible for contacting appropriate utility locator services prior to construction. The Contractor shall attempt to locate the Sponsor's and/or FAA's underground cables prior to construction. Damage to underground cables by the Contractor will require replacement by the Contractor at no cost to the Sponsor and/or FAA. Any splicing or replacing of damaged cable shall meet current FAA specifications. Damage caused to any underground utility through Contractor's negligence shall be repaired according to the relevant utility's standards and at no cost to the Sponsor.

If essential utilities or underground infrastructure is damaged by the Contractor during construction operations, the Contractor shall repair the item as quickly as possible. The Contractor shall notify the Resident Inspector about deactivated utilities, the Resident Inspector will then notify the Airport's Representative about items impacting Emergency Personnel. The Airport's Representative will then contact the Personnel who are responsible to make the necessary adjustments for the airport.



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## **12.0 PENALTIES**

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If at any point a safety violation is noted, all construction activities in the area of the violation will be immediately terminated. Before construction can begin, the Contractor will provide a written statement demonstrating to the Owner that the construction can once again occur without violations to the Safety procedures. The Contractor is not eligible for additional compensation for the down time or any other claim when construction is terminated due to safety violations.

The Airport Manager can suspend construction activities at any time during which they note safety violations. The duty of the Engineer or Owner to conduct construction review of the Contractor's performance is not intended to include review of adequacy of the Contractor's safety measures, in, or near the construction site. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions on the job site including safety of all persons and property during performance of the work. This requirement shall apply continuously and will not be limited to working hours.

Penalties are based on the Airport's security policies. The Contractor is responsible for any penalties that the Airport may distribute.

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## **13.0 SPECIAL CONDITIONS**

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The Contractor shall monitor any weather conditions, aircraft emergencies, unexpected emergencies, and other elements that may cause safety on the project to be jeopardized.

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## **14.0 RUNWAY AND TAXIWAY VISUAL AIDS**

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The Contractor shall notify the Sponsor prior to the runway closure. The Contractor will be required to install runway closure crosses prior to beginning work on the project. Following completion of the project, the Contractor shall notify the Airport Manager and remove the closure crosses.

The Airport Manager and the Contractor's Superintendent shall develop and oversee the lock-out/tag-out plan per 29 CFR Part 1910 Occupational Safety and Health Standards. Low profile barricades shall be installed on the taxiways and apron to delineate the construction areas prior to work being performed. The contractor must verify that construction and closure areas are clearly marked and remain visible for the duration of construction.

### **14.1 General**

At select times during the project, Runway 16/34 and Taxiway A will be closed. The Contractor will need to install approved lighted, low-profile barricades, and yellow X's in accordance with the project plans. All must be secured in place to prevent movement by jet blast, prop wash or other wind currents. Items used to secure such markers must be of a color similar to the marker.

### **14.2 Markings**

The procedure to close the runway or taxiway shall consist of placing runway closure markers and barricades with flashers on the perimeter of the construction area. The runway closure markers, as shown in the plans, shall be in place whenever Runway 16/34 is closed. No temporary painted markings are required for this project.

### **14.3 Lighting and Visual NAVAIDs**

All runway and taxiway lights will be turned off for the duration of the runway closure.

### **14.4 Signs**

#### **14.4.1 Existing Signs**

No existing signs will be altered or covered during this project.

#### **14.4.2 Temporary Signs**

No temporary signs will be installed.

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## **15.0 MARKING AND SIGNS FOR ACCESS ROUTES**

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Haul routes and other activities on the airport by the Contractor, subcontractors, and Engineer shall be coordinated with and approved in advance by the Airport Manager or his authorized agent. Any traffic signs and markings to delineate the haul route shall meet Advisory Circular 150/5340-18, *Standard for Airport Sign Systems*, Advisory Circular 150/5340-1M, *Standards for Airport Markings*, or the Manual on Uniform Traffic Control Devices (MUTCD) standards, including but not limited to the frangible and height requirements.



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## **16.0 HAZARD MARKING AND LIGHTING**

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### **16.1 Purpose**

The hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. Prior to construction on or adjacent to any runway or taxiway, the Contractor shall, upon approval by the Engineer, close the runway or taxiway and begin work. The Contractor shall be responsible for clearly marking and defining the closed runways and taxiways by use of warning lights, barricades, flags and closed runway or taxiway markings. In addition, the Contractor is required to properly mark and light any open manholes, open trenches, excavations, small areas under repair, stockpiled material, waste areas, and any other areas associated with construction. Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times.

### **16.2 Equipment**

Low profile barricades with the MUTCD standard reflective orange and white marking with the 20" min x 20" min flags mounted on the center of the barricade will be used to delineate the construction site. The barricades shall also be required to have the flashing red caution lights. Lights shall be placed on the barricades and spaced at no more than 10 ft. The barricades shall be weighed against propwash and capable of withstanding up to 100 MPH wind forces.

Flashing red caution lights shall maintain such intensity so as to be readily identified from distances of at least 200 feet during darkness. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the Contractor turn them on manually during daytime periods of low visibility. The Contractor shall have a 24-hour on call representative for emergency maintenance of airport hazard lighting and barricades. Solar powered lights are highly encouraged to minimize battery replacement.

### **16.3 Lighting for Nighttime Construction**

Nighttime construction is not anticipated for this project. The contractor is to contact the Sponsor and Resident Engineer/Inspector for approval and guidance should nighttime construction become necessary.

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## **17.0 PROTECTION**

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The Contractor shall be required to close Runway 16/34 during work within the Runway Obstacle Free Zone. Portions of Taxiway A shall be closed during work within the vicinity of the Taxiway Object Free Area (TOFA). Safety areas impacted by construction shall be delineated.

### **17.1 Runway Safety Area**

The Airport defines the safety area for Runway 16/34 as the area that is within 60 feet from the centerline of Runway 16/34 and extends 240 feet beyond both ends of the runway. While Runway 16/34 is open, work in the safety area is prohibited. When Runway 16/34 is temporarily closed for construction, access will be allowed for the Runway 16/34 complex. The Runway Safety Area (RSA) and associated dimensions are shown on the CSPP Drawings (Appendix A).

Construction operations for this project shall not impede into the Runway Safety Area (RSA). During the construction process, construction personnel must not enter into any active RSA. Open trenches and excavations are not allowed in the RSA while the airport is operational. Trenches and excavations must be backfilled at the conclusion of night work. If it is not possible to backfill, appropriate methods such as trench plates may be used to cover the open trench or excavations.

It is recommended that the Contractor place markers such as survey lath or construction flagging 10 feet outside of the adjusted RSA to make the area easily identifiable and to ensure that no construction personnel enter the RSA. The Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards. The RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations. It must be capable under dry conditions of supporting snow removal equipment, ARFF equipment, and the occasional passage of aircraft without causing structural damage to the heaviest aircraft operating on the runway.

### **17.2 Runway Object Free Area**

The Airport defines the Runway Object Free Area (ROFA) for Runway 16/34 as the area that is within 125 feet from the centerline of the runway and extends 240 feet beyond both ends of the runway. The ROFA and associated dimensions are shown on the CSPP Drawings (Appendix A). Construction is allowed within

the ROFA; however, equipment shall not be left in the ROFA when not in use. Materials are not to be stockpiled in the ROFA. Construction personnel shall not enter active ROFAs unless required by the project phasing and approved by the Airport.

### **17.3 Taxiway Safety Area**

The Airport defines the Taxiway Safety Area (TSA) for Taxiway A and the connector taxiways as the area that is within 24.5 feet from the centerline of each taxiway. Construction will be prohibited within any active TSA during operational hours. Because the vicinity of the construction project is within the Runway 16/34 complex, the construction operations will impact the TSA for Taxiway A and the connector taxiways. Construction activity, phased closures, and TSA with associated dimensions are shown on the CSPP Drawings (Appendix A).

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the heaviest aircraft operating on the taxiway.

### **17.4 Taxiway Object Free Area**

The Airport defines the Taxiway Object Free Area (TOFA) for the taxiway system as the area that is within 44.5 feet from the centerline of each taxiway. The TOFA and associated dimensions are shown on CSPP Drawings (Appendix A). No construction may occur within the TOFA while the taxiway is open for aircraft operations. Signs, embankments, and equipment within the TOFA must comply with the frangible requirements as stated in Advisory Circular 150/5220-23, *Frangible Connections*.

Construction personnel shall not enter active TOFAs unless required by the project phasing and approved by the Airport.

### **17.5 Obstacle Free Zone**

The Airport defines the Obstacle Free Zone (OFZ) for Runway 16/34 as the area that is within 150 feet from the centerline of Runway 16/34 and extends 200 feet beyond both ends of the runway. Personnel, material, and/or equipment may not penetrate the OFZ or POFZ while the runway is open for aircraft operations. Because the vicinity of the construction project is within the Runway 16/34 complex, the

construction operations will impact the OFZ for Runway 16/34. Construction activity, phase closures, and OFZ with associated dimensions are shown on CSPP Drawings (Appendix A).

#### **17.6 Runway Approach/Departure Surfaces**

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Construction activity in a runway approach/departure area may result in the need to close a runway or displace the existing runway threshold. All work that is anticipated to be completed within this area shall be coordinated with the Airport and the Engineer.

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## **18.0 OTHER LIMITATIONS ON CONSTRUCTION**

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### **18.1 Prohibitions**

The use of open flame welding or torches is prohibited unless adequate fire safety precautions are provided and the airport operator has approved their use. The use of explosives is prohibited on or within 1,000 feet of the airport property, unless expressly authorized by the Sponsor and associated jurisdictions.

### **18.2 Restrictions**

Construction suspension may be required during specific airport operations. Project areas may be worked on simultaneously only if approved by the Engineer and Airport Operations Manager. Night construction may only be performed if approved by the Engineer and Airport Operations Manager.

Construction operations shall only be allowed in weather conditions compliant with the project specifications.

Temporary signs must be approved by the airport operator.

There may be a restriction on unplanned grade changes during construction that could result in unplanned effects on NAVAIDS.

Additional restrictions are placed on tall construction equipment. Typically, any piece of equipment over 20' tall will need to be evaluated to determine its potential impact to the airspace. For this project, there are restrictions on the height and the location of the asphalt plant and the construction crane required to erect and dismantle the plant. Refer to the CSPP for additional information.



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**APPENDIX A**  
**CSPP DRAWING**



**25. SAFETY PLAN COMPLIANCE DOCUMENT**

I, \_\_\_\_\_ (Name), (CONTRACTOR), have read the Lone Pine Airport, AIP No. 3-06-0126-0xx-2023 Construction Safety and Phasing Plan (CSPP), approved on \_\_\_\_\_, 2023 and will abide by it as written and with the following additions as noted:

*Notes:*

- 1. *If no supplemental information is necessary for any specific section, write "NO SUPPLEMENTAL INFORMATION"*
- 2. *Do not duplicate information in the CSPP.*

**1. COORDINATION** – Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors

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**2. PHASING** – Discuss proposed construction schedule elements including:

- a. Duration of each phase
- b. Daily start and finish of construction, including "night only" operation
- c. Duration of construction activities during:
  - i. Normal runway operations
  - ii. Closed runway operations
  - iii. Modified runway "Aircraft Reference Code" usage

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**3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY** – Areas and operations are identified in the CSPP

**NO SUPPLEMENTAL INFORMATION**

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**4. PROTECTION OF NAVAIDS** – Discuss specific methods proposed to protect operating NAVAIDs

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**5. CONTRACTOR ACCESS** – Provide the following:

- a. Details on how the integrity of the airport security fence will be maintained (gate guards, daily log of construction personnel, or other)
- b. List individuals required for driver training (as required)
- c. Radio communications
  - i. Types of radios and backup capabilities
  - ii. Who will be monitoring radios
  - iii. Whom to contact if ATCT cannot reach the contractor’s designated person by radio
- d. Details on how material delivery vehicles will be escorted on site

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**6. WILDLIFE MANAGEMENT** – Discuss the following:

- a. Methods and procedures to prevent wildlife attraction
- b. Wildlife reporting procedures

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**7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT** – Discuss equipment and methods for controlling FOD, including construction debris and dust

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**8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT** – Discuss equipment and methods for responding to hazardous spills

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**9. NOTIFICATION OF CONSTRUCTION ACTIVITIES** – Provide the following:

- a. Contractor points of contact
- b. Contractor emergency contact
- c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe
- d. Batch plant details

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**10. INSPECTION REQUIREMENTS** – Discuss daily (or more frequent) inspections and special inspection procedures

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**11. UNDERGROUND UTILITIES** – Discuss proposed methods of identifying and protecting underground utilities

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**12. PENALTIES** – Penalties are identified in the CSPP

NO SUPPLEMENTAL INFORMATION

**13. SPECIAL CONDITIONS** – Discuss proposed actions for each special condition identified in the CSPP

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**14. RUNWAY AND TAXIWAY VISUAL AIDS** – Discuss proposed visual aids (marking, lighting, signs, and visual NAVAIDs) including the following:

- a. Equipment and methods for covering signage and airfield lights
- b. Equipment and methods for temporary closure markings (paint, fabric, other)
- c. Types of temporary Visual Guidance Slope Indicators (VGSI)

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**15. MARKING AND SIGNS FOR ACCESS ROUTES** – Discuss proposed methods of demarcating access routes for vehicle drivers

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**16. HAZARD MARKING AND LIGHTING** – Discuss proposed equipment and methods for identifying excavation areas

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**17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS** – Discuss proposed methods of identifying, demarcating, and protecting airport surfaces (safety areas, object free areas, obstacle free zones, and approach/departure zones) including:

- a. Equipment and method for maintaining Runway or Taxiway Safety Area standards
- b. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

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**18. OTHER LIMITATIONS ON CONSTRUCTION** – Other limitations (if any) shall be identified in the CSPP

NO SUPPLEMENTAL INFORMATION

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This Safety Plan Compliance Document (SPCD) must be submitted and approved by the Sponsor prior to issuing the Notice to Proceed for Construction. The contractor should allow at least two weeks for review by the Sponsor.

(CONTRACTOR) certifies that it understands the operational safety requirements of the CSPP and will not deviate from the approved CSPP and this SPCD unless written approval is granted by the Sponsor. It is our understanding that upon review and approval of this SPCD, we may request issuance of Notice to Proceed.

By \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Title Date



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U.S. Department  
of Transportation

Federal Aviation  
Administration

# Advisory Circular

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**Subject:** Painting, Marking, and Lighting of  
Vehicles Used on an Airport

**Date:** April 1, 2010

**AC No:** AC 150/5210-5D

**Initiated by:** AAS-100

**Change:**

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1. **PURPOSE.** This advisory circular (AC) provides guidance, specifications, and standards for painting, marking, and lighting of vehicles operating in the airport air operations area (AOA). The approved lights, colors, and markings herein assure the conspicuity of vehicles operating in the AOA from both the ground and the air.

2. **CANCELLATION.** This AC cancels AC 150/5210-5C, Painting, Marking, and Lighting of Vehicles Used on an Airport, dated August 31, 2007.

3. **APPLICATION.** The Federal Aviation Administration (FAA) recommends the guidelines and standards in this Advisory Circular for vehicles operating in the airport AOA. In general, use of this AC is not mandatory. *However*, use of this AC is mandatory for vehicles funded with federal grant monies through the Airport Improvement Program (AIP) and/or with revenue from the Passenger Facility Charges (PFC) Program. See Grant Assurance No. 34, "Policies, Standards, and Specifications," and PFC Assurance No. 9, "Standard and Specifications."

Vehicles covered by this AC that do not meet this standard may be used until the vehicle is repainted or replaced, but no later than **December 31, 2010**.

4. **PRINCIPAL CHANGES.** This AC contains new specifications and recommendations for the painting, marking, and lighting of Towbarless Tow Vehicles (TLTVs).

5. **METRIC UNITS.** To promote an orderly transition to metric units, this AC includes both English and metric dimensions. The metric conversions may not be exact equivalents, and until there is an official changeover to the metric system, the English dimensions will govern.

6. **COMMENTS OR SUGGESTIONS** for improvements to this AC should be sent to:

Manager, Airport Engineering Division  
Federal Aviation Administration  
ATTN: AAS-100  
800 Independence Avenue, S.W.  
Washington, DC 20591

Michael J. O'Donnell  
Director of Airport Safety and Standards

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## **PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT**

### **1. SOURCES OF APPLICABLE DOCUMENTS.**

- a.** American National Standards Institute, Inc. (ANSI), 25 West 43rd St. 4<sup>th</sup> Floor, New York, NY 10036. Website: [www.ansi.org](http://www.ansi.org)
- b.** American Society for Testing & Materials (ASTM), ASTM International, 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959. Website: [www.astm.org](http://www.astm.org)
- c.** The National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, Massachusetts 02169-7471. Website: [www.nfpa.org](http://www.nfpa.org)
- d.** The U. S. General Services Administration (GSA), Centralized Mailing List Services, 501 West Felix Street, Whse 9, South End P.O. Box 6477, Fort Worth, Texas 76115-6477. Website: [www.gsa.gov](http://www.gsa.gov)
- e.** The Superintendent of Documents, U.S. Government Printing Office, 732 North Capitol St. NW, Washington, DC 20401.
- f.** Society of Automotive Engineers, Inc. (SAE), 400 Commonwealth Drive, Warrendale, PA 15096-0001. Website: [www.sae.org](http://www.sae.org)
- g.** FAA Advisory Circulars: U.S. Department of Transportation, Subsequent Distribution Office, Ardmore East Business Center, 3341 Q 75<sup>th</sup> Ave., Landover, MD 20785. Website: [www.faa.gov](http://www.faa.gov)
- h.** FAA Engineering Briefs: [www.faa.gov/airports/engineering/engineering\\_briefs/](http://www.faa.gov/airports/engineering/engineering_briefs/)

### **2. DEFINITIONS.** The following definitions apply in this AC:

- a. Vehicle** – All conveyances, except aircraft, used on the ground to transport persons, cargo, equipment or those required to perform maintenance, construction, service, and security duties.
- b. Air Operations Area (AOA)** – The portion of airport that encompasses the landing, take off, taxiing, and parking areas for aircraft.
- c. Airport Emergency Vehicles** – Vehicles that are authorized in the AOA for emergency purposes (e.g., ambulances, aircraft rescue and fire fighting (ARFF) vehicles and emergency response vehicles) as authorized by the airport traffic control tower (ATCT) or an authorized on-site accident/incident commander.
- d. Airport Operations Vehicles** – Vehicles routinely used by airport operations personnel for airport inspection and duties associated with airfield operations (such as airfield condition reporting and Incident Command) on the AOA and Movement Area.
- e. Airport Security Vehicles** – Vehicles that are authorized in the AOA for security purposes, as needed (e.g. police cars).

- f. Airfield Service Vehicles** – Vehicles that are routinely used in the AOA for airfield service, maintenance, or construction (e.g. snow blowers, snowplows, maintenance trucks, and tractors).
- g. Aircraft Support Vehicles** – Vehicles that are routinely used in the AOA to support aircraft operations (e.g. aircraft pushback tractors, baggage/cargo tractors or trucks, air conditioning and aviation fuel trucks). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.
- h. Reduced Visibility** – Prevailing visibility is less than one statute mile (1609 meters) and/or the runway visual range (RVR) is less than 6,000 feet (1830 meters).
- i. Movement Area** – The runways, taxiways, and other areas of an airport/heliport that are used for taxiing/hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas. At those airports/heliports with an operating airport traffic control tower (ATCT), specific approval for entry onto the movement area must be obtained from air traffic control (ATC).
- j. Other Vehicles** – Vehicles that are not routinely authorized in the AOA (e.g. construction vehicles). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.
- k. Peak Intensity** – Peak intensity, for purposes of this document, means the maximum magnitude of luminescence as measured in candela.
- l. Towbarless Tow Vehicle (TLTV)** – a type of aircraft support vehicle whose main purpose is to tow aircraft in the AOA by way of nose gear capture.

### 3. VEHICLE PAINTING.

**NOTE:** *Airport vehicle paint and markings are a safety of flight requirement. The approved colors/markings herein assure conspicuity of vehicles operating in the AOA from both the ground and air.*

#### **a. Airport Emergency Vehicles.**

**(1) Ambulances.** Ambulance vehicles are painted per the most current version of Federal Specification KKK-A-1822, *Federal Specification for the Star-of-Life Ambulance*. Ambulances are not considered vehicles routinely operating on the AOA.

**(2) Aircraft Rescue and Fire Fighting (ARFF) Vehicles.** Yellowish-green is the vehicle color standard. Color specifications are per Appendix A.

**NOTE:** *A yellowish-green color provides optimum visibility during all light levels encountered during a 24-hour day and under variations of light that result from weather and seasonal changes.*

**b. Airport Operations Vehicles.** Airport operations vehicles may be painted in colors designated by the airport operator. The characteristics must be coordinated with the respective ATCT and identified in the tower letter of agreement.

**c. Airport Security Vehicles.** Comply with specific state or local requirements.

**d. Airfield Service Vehicles.** Chrome yellow is the vehicle color standard. Color specifications are per Appendix A. When vehicles are equipped with bumper bars 8 inches (200 mm) or more in depth, the bars must be painted in alternate stripes 4 inches (100 mm) in width of chrome yellow and black inclined 45° to the vertical.

**e. Aircraft Support Vehicles.**

(1) Any color or combination of colors other than yellowish-green or chrome yellow. The bumper bar paint scheme in paragraph 3.d (of alternating chrome yellow and black stripe) is recommended.

(2) **TLTVs.** International orange is the vehicle color standard. Retroreflective tape covering more than 25 percent of the vehicle's vertical surfaces may be used as a temporary measure to meet this standard prior to scheduled vehicle painting.

**f. Other Vehicles.** Any color or combination of colors other than solid black or white.

#### 4. VEHICLE MARKING.

**a. Airport Emergency Vehicles.**

(1) **Ambulances.** Ambulances are marked per the most current version of Federal Specification KKK-A-1822.

(2) **ARFF Vehicles.** Emergency rescue and fire fighting vehicles are marked with the letters "ARFF," "Fire," or "Rescue" and in accordance with 4.c.(1)-(5) of this AC.

**b. Airport Operations Vehicles.** Airport operations vehicles may be marked as designated by the airport operator. Marking must be coordinated with the respective ATCT and identified in the tower letter of agreement.

**c. Airfield Service Vehicles and Aircraft Support Vehicles.**

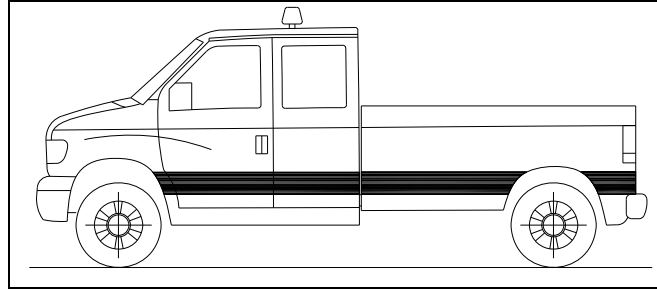
(1) Airport operator owned vehicles must display an identification number on each side and on the roof (the hood should be used if the vehicle has no roof).

(2) Side numbers will be a minimum of 16 inches (410 mm) in height and conspicuously located.

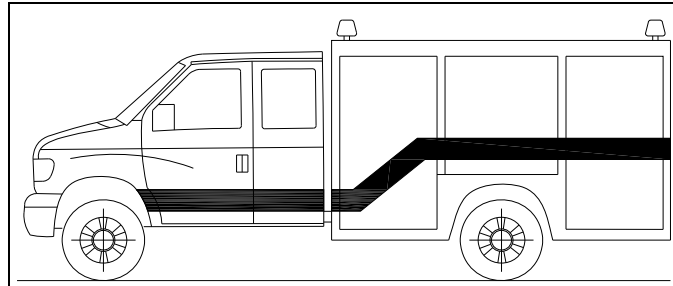
(3) Roof numbers will be a minimum of 24 inches (610 mm) in height and affixed with their bases toward the front of the vehicle. The identification numbers should provide sharp color contrast to the vehicle color.

(4) In addition to the identification numbers, airport operator-owned vehicles must display either the name of the airport and/or the airport insignia.

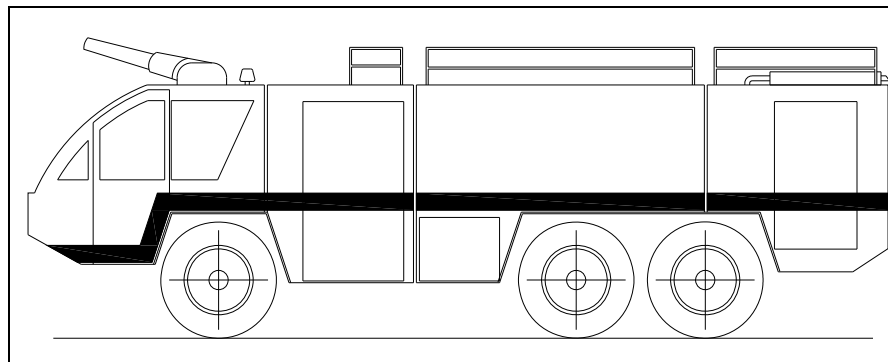
(5) To further improve night-time recognition of vehicles, a minimum 8 inch (200 mm) wide horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Type III & above) must be used around the vehicle's surface. Figures 1, 2, and 3 show suggested locations for the horizontal reflective band.



**Figure 1: Suggested location for the horizontal reflective band, Option 1**

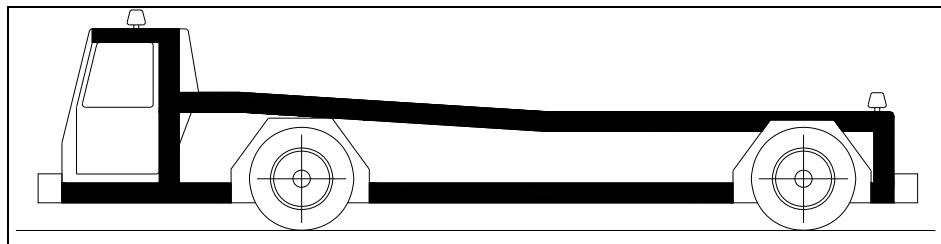


**Figure 2: Suggested location for the horizontal reflective band, Option 2**



**Figure 3: Suggested location for the horizontal reflective band, Option 3**

(6) **TLTVs.** Retroreflective tape is used to outline the shape of a TLTV. If the vertical edge of the vehicle is rounded, the tape should be placed on the rounded portion to reflect light in both the horizontal and vertical planes. Where the placement of the tape may interfere with, or may be worn down by, maintenance or operational activities, tape is not required. Suggested locations for the retroreflective bands are shown in Figure 4.



**Figure 4: Suggested placement of retroreflective tape on a TLTV**

**d. Airport Security and Other Vehicles.**

- (1) Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by a vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.
- (2) At airports without air traffic control facilities, flags must be provided on all vehicles.
- (3) The flag must be at least a 3-foot by 3-foot (0.9 meter by 0.9 meter) square having a checkered pattern of international orange and white squares at least 1 foot (300 mm) on each side (see Appendix A for the fabric color specification).

**5. VEHICLE LIGHTING.**

**a. Airfield Service, Aircraft Support, and Airport Operations Vehicles.**

- (1) The standard for identification lighting is a yellow flashing light that is mounted on the uppermost part of the vehicle structure. A steady yellow light designates vehicles limited to non-movement areas.
- (2) The light must be visible from any direction, day and night, including from the air.
- (3) Color specifications for vehicle identification lights are per Appendix B.
- (4) **TLTVs.** An LED light bar placed above the operator's cab may be used in place of the rotating yellow flashing light. In addition, a yellow flashing light (of any type) must be installed on the upper left-rear and right-rear corners of the TLTV, and must be activated when an aircraft is in tow. The size of the rear flashing lights must be large enough to meet the requirements of Section 5.c, but not so large as to interfere with the normal or towing operations of the TLTV.

**b. Airport Emergency, Security, and Other Vehicles,** which are not escorted by a properly lighted vehicle, must be identified during periods of low visibility by a light.

**c. Characteristics of Flashing Lights:**

- (1) Ambulance lights must meet the specifications in the most current version of Federal Specification KKK-A-1822, and ARFF vehicles must meet NFPA, state, and local requirements.
- (2) Lights must have peak intensity within the range of 40 to 400 candelas (effective) from 0° (horizontal) up to 10° above the horizontal and for 360° horizontally. The upper limit of 400 candelas (effective) is necessary to avoid damage to night vision.
- (3) From 10° to 15° above the horizontal plane, the light output must be 1/10<sup>th</sup> of peak intensity or between 4 and 40 candelas (effective).



- (4) Lights must flash at  $75 \pm 15$  flashes per minute.

**NOTES:**

1. *The effective intensity of a flashing light is equal to the intensity of a steady-burning (fixed) light of the same color that produces the same visual range under identical conditions of observation.*

2. *If xenon flashtubes are used, refer to AC 150/5345-43, Specification for Obstruction Lighting Equipment, for guidance concerning methods of calculating effective intensity.*

**d. Light Colors.**

**(1) Airport Emergency Vehicles.**

(a) **Ambulances.** Per the most current version of Federal Specification KKK-A-1822.

(b) **ARFF Vehicles.** Red or a combination of red-and-white flashing lights per the chromaticity requirements in Appendix B.

**(2) Airport Security Vehicles.** Signal blue or a combination of red and signal blue flashing light per the chromaticity requirements in Appendix B.

**(3) Airfield Service, Aircraft Support, Airport Operations, and Other Vehicles.** Yellow flashing light per the chromaticity requirements in Appendix B.

**APPENDIX A. COLOR SPECIFICATIONS**

**A-1. SPECIFICATIONS.** Colors specified in Table A-1 are per the Commission Internationale de l'Eclairage (CIE) L\*a\*b\* system of color specification. For a description of this system, refer to American Society for Testing & Materials (ASTM) D 2244, *Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates*.

**Table A-1. Specification for vehicle and flag colors**

Standard Illuminant D65 Usage	Chrome Yellow			Yellowish-Green			International Orange		
	Vehicle Paint			Vehicle Paint			Vehicle Paint / Flag Fabric		
<b>CIELAB DATA</b>	<b>L*</b>	<b>a*</b>	<b>b*</b>	<b>L*</b>	<b>a*</b>	<b>b*</b>	<b>L*</b>	<b>a*</b>	<b>b*</b>
<b>Centroid Color</b>	72.8	24.4	77.6	78.3	-10.2	80.4	45.0	53.5	52.0
<b>Point 1</b>	72.8	31.8	82.9	78.3	-9.0	92.0	45.0	61.4	47.8
<b>Point 2</b>	72.8	25.5	66.7	78.3	-7.6	73.2	45.0	53.9	41.4
<b>Point 3</b>	72.8	18.0	69.3	78.3	-11.0	69.3	45.0	53.5	53.4
<b>Point 4</b>	72.8	22.4	86.0	78.3	-13.4	86.2	45.0	49.7	60.4
<b>Light Limit</b>	77.8			83.3			49.9		
<b>Dark Limit</b>	67.8			73.3			41.6		
<b>Max ΔE</b>	11.1			11.7			10.7		

**A-2. COLOR TESTS.** Acceptable colors are those that meet the gloss rating test and either a visual or an instrumental color test as follows:

**NOTE:** *Flag fabric colors must meet either the instrumental tests in Table A-1 or the visual method described in paragraph A-2b(1).*

**a. Gloss Rating Test.** This test is performed per ASTM D 523, *Standard Test Method for Specular Gloss*, on a paint sample of the color to be applied on the vehicle. An acceptable color sample is high gloss with a minimum gloss rating of 70 units, for 60° geometry.

**b. Color Test Methods:**

**(1) Visual.** Prepare a master specimen of the color (per Table A-1) and gloss (per paragraph A-2a). This specimen will be the master color and be used as the basis of comparison per ASTM D 5531-05, *Standard Guide for the Preparation, Maintenance, and Distribution of Physical Product Standards for Color and Geometric Appearance of Coatings*. To verify the paint color of a vehicle visually, vehicle paint samples must be

prepared and viewed per ASTM D 1729-96 (Reapproved 2009), *Standard Practice for Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials*.

**(2) Instrumental.** This test requires a test specimen sample and reference to Table A-1. All test specimen measurements should be conducted per ASTM E 1164-09a *Standard Practice for Obtaining Spectrometric Data for Object-Color Evaluation*. Test specimen tolerances must be per Table A-1 per the following:

(a) Plot the centroid color using the a\* and b\* CIELAB coordinate data from Table A-1 on graph paper or by entry of the coordinate data into a computer program. Plot and connect points 1 through 4 from the same table to form a quadrilateral; noting that the centroid color is within this figure. See Figure A-1 for plots of all three color specifications in Table A-1.

(b) Perform color sample measurements per ASTM E 1164-09a. If necessary, convert measurements to CIELAB L\*, a\*, and b\* color space. See ASTM E 308-08, *Standard Practice for Computing the Colors of Objects by Using the CIE System*, for color space conversion formulae.

(c) An acceptable color is one that meets:

(i) the chromaticity requirements of the color samples a\* and b\* CIELAB coordinate data by falling within the quadrilateral;

(ii) the L\* data lightness requirement by falling within the range defined by the light and dark data of Table A-1;

(iii) the total color difference ( $\Delta E$ ) by not exceeding the limits in Table A-1 when the CIELAB data are computed in the following formula:

$$\Delta E = (\Delta L^{*2} + \Delta a^{*2} + \Delta b^{*2})^{\frac{1}{2}}$$

where  $\Delta L^*$ ,  $\Delta a^*$ , and  $\Delta b^*$  values are the differences between those values for the centroid color in Table A-1 and those of the color sample measurements.

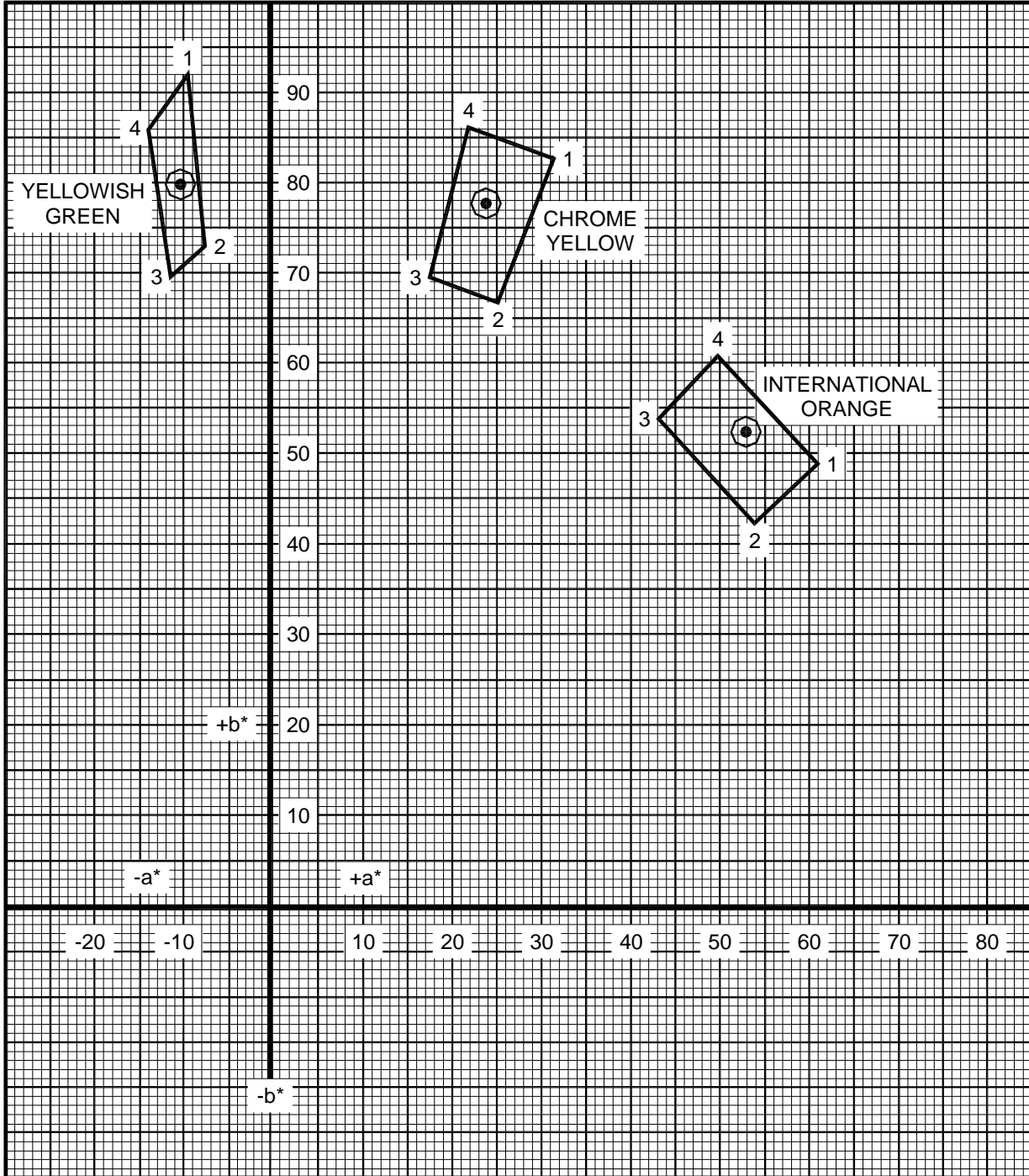


Figure A-1. Plot of selected color paint specifications

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**APPENDIX B. COLOR SPECIFICATIONS FOR VEHICLE IDENTIFICATION LIGHTS**

**B-1. SPECIFICATIONS.** The Society of Automotive Engineers (SAE) Standard J578 Revised December 2006, *Color Specification*, defines the acceptable color boundary limits and measurement of emitted red, white, signal blue, and yellow light for vehicle lights. This standard applies to the overall emitted color of light from the device in lieu of emitted light from any small area of the lens. The color of emitted light must fall within the color boundaries per SAE J578 Revised December 2006 (color boundary equations are in the standard) using color measurement methods detailed in the standard. See FAA Engineering Brief #67, *Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures*, for additional information and *Alternative Lighting Devices*.

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U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

# Advisory Circular

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**Subject:** Ground Vehicle Operations to include  
Taxiing or Towing an Aircraft on Airports

**Date:** 9/1/2015

**AC No:** 150/5210-20A

**Initiated By:** AAS-300

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1 **Purpose.**

This Advisory Circular (AC) and the attached appendices provide guidance to airport operators to develop training programs for safe ground vehicle operations, personnel taxiing or towing an aircraft, and pedestrian control on the movement and safety areas of an airport. The term vehicle includes aircraft being taxied under their own power by a non-pilot, or being towed with no intention for flight. Not all the items addressed in this document will be applicable at every airport. The Federal Aviation Administration (FAA) recommends that each airport operator evaluate their program on how it may apply to the size, complexity, and scope of operation of the airport. This AC contains recommended operating procedures, a sample Training Curriculum (Appendix A), sample Training Manual (Appendix B), and a sample Letter of Agreement (LOA) (Appendix C).

2 **Applicability.**

The overall responsibility for the operation of vehicles on an airport rests with the airport operator. The airport operator is also responsible for compliance with the requirements of part 139 at airports holding an airport operating certificate and with the provisions of any applicable Federal grant agreements. In general, use of this advisory circular is not mandatory. Adherence to the provisions contained in this AC may materially assist the airport operator in complying with these requirements. FAA recommends the guidelines and specifications in this AC for ground vehicle operations on airports.

3 **Cancellation.**

This AC cancels AC 150/5210-20, *Ground Vehicle Operations on Airports*, dated June 21, 2002, and Change 1 to AC 150/5210-20, dated March 31, 2008.



**4 Background.**

Each year accidents, incidents, and runway incursions occur involving aircraft, pedestrians, ground vehicle drivers, and personnel taxiing or towing aircraft at airports. These accidents and incidents can lead to property damage, injuries, and even death. Many of these events result from inadequate security, inadequate training, a failure to maintain visual aids, or a lack of such aids. Ground vehicle operation plans and training promote the safety of airport users by helping identify authorized areas of vehicle operation, outlining vehicle identification systems, addressing vehicle and operator requirements, and coordinating construction, maintenance, and emergency activities.

**5 Principal Changes.**

Changes to this AC include the following:

1. Addresses aircraft being taxied by persons other than certificated pilots;
2. Adds a definition for Airport Operations Area;
3. Revises the definition for Non-Movement Area;
4. Replaces the term “Ramp” with “Apron” to harmonize with the International Civil Aviation Organization (ICAO) Annex 14 Volume 1;
5. Adds a definition for Vehicle or Pedestrian Deviation;
6. Provides guidance for towered airports on Part 139 requirements for people and equipment in the Runway Safety Area (RSA);
7. Calls for a Letter of Agreement at towered airports between the airport operator, the tower, and FAA Technical Operations;
8. Provides guidance on taxiing and/or towing aircraft in the movement area by non-pilots; and
9. Incorporates numerous changes to format and content throughout the document.

**6 Comments or Suggestions.**

Use the Advisory Circular Feedback form at this end of this AC to send comments or suggestions for improving this AC.

**7 Related Reading Material.**

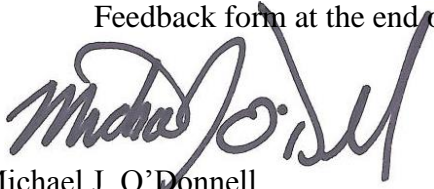
You will find additional information in the following publications:

1. 14 CFR part 139, Certification of Airports
2. Current editions of the following advisory circulars:
  - a. AC 90-67, *Light Signals from the Control Tower for Ground Vehicles, Equipment, and Personnel*
  - b. AC 120-57, *Surface Movement Guidance and Control System*
  - c. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*

- d. AC 150/5340-1, *Standards for Airport Markings*
  - e. AC 150/5340-18, *Standards for Airport Sign Systems*
  - f. AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*
  - g. AC 150/5370-2, *Operational Safety on Airports During Construction*
  - h. AC 150/5300-13A, *Airport Design*
  - i. AC 150/5210-18, *Systems for Interactive Training of Airport Personnel*
  - j. AC 150/5200-30, *Airport Winter Safety and Operations*
  - k. AC 150/5210-21, *Airport Surface Safety Training Programs For Mechanics and Ramp Personnel*
  - l. AC 00-65, *Towbar and Towbarless Movement of Aircraft*
- 3. To view electronic copies of the ACs listed above, visit the FAA website at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).
  - 4. FAA Order 5200.10, Procedures for Conducting Investigations of Vehicle/Pedestrian Deviations  
<https://www.faa.gov/airports/resources/publications/orders/>

**8 Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



Michael J. O'Donnell  
Director, Office of Airport Safety and Standards

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## **CHAPTER 1. VEHICLE ACCESS PROCEDURES AND REGULATORY REQUIREMENTS**

### **1.1 Airport Procedures and Policies for Vehicle Access.**

Airport operators are ultimately responsible for establishing procedures and policies for vehicle access and operation on the movement and safety areas of the airport. Aircraft can also act as vehicles. When an aircraft is not intended for flight, anyone (except pilots) taxiing or towing an aircraft needs vehicle training to access the movement and safety areas of the airport. The airport operators may provide the employer, organization, or person (if the aircraft is privately owned) with procedures and policies to train their personnel. Airport operators can also incorporate vehicle and pedestrian operations and enforcement into tenant leases and agreements. The airport operator is accountable for the training and actions of all airfield vehicle operators approved to operate on the airport. The FAA Office of Airports is responsible for investigations and enforcement, where applicable, for any potential violations of all vehicle/pedestrian deviations. However, the FAA Flight Standards District Office is responsible for investigating and enforcing any potential violations of a mechanic taxiing an aircraft.

### **1.2 Regulatory Change.**

Establishing procedures for the safe and orderly access to the movement and safety areas, as well as procedures to operate in those areas, are required at all certificated airports under 14 C.F.R. §139.329(b). Initial and recurrent training in procedures for access to the movement and safety areas are required for all persons under revised §139.303(c). Additionally, initial and recurrent training is required for all persons, under revised § 139.329(e).

### **1.3 Ground Vehicle Operations During Construction.**

Each bidding document, such as construction plans and/or specifications, used for development work on an airport, or for installing an air navigation facility (NAVAID), will incorporate a section on ground vehicle operations on airports during construction activity if the project is funded through the Airport Improvement Program (AIP). The airport operator is encouraged to coordinate this plan with the local FAA Technical Operations office if the proposed construction affects their routes to and from their equipment worksites. Additional guidance on developing construction plans and/or specifications can be found in Appendix 1 of AC 150/5370-2, *Operational Safety on Airports during Construction*.

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## CHAPTER 2. TRAINING

### 2.1 **Vehicle Operator Requirements.**

Vehicle operators on airports face conditions that are not normally encountered on public streets and highways. Therefore, anyone with vehicular access to the movement and safety areas, and a need to be there, must have an appropriate level of knowledge of airport rules and regulations. The airport's ground vehicle driving program can give this information. Airport operators can require vehicle operators maintain a current driver's license, and may establish identification requirements that would permit the operation of a vehicle on the movement and safety areas of an airport. Any person expected to operate on the movement and safety areas should be qualified and authorized to operate in the environment.

### 2.2 **Training Requirements.**

Under Part 139, all personnel with duties requiring access to the movement and safety areas are required to have initial and recurrent training. We encourage non-certificated airports to develop a driver training program appropriate to their airports' needs.

#### 2.2.1 Sample Training Curriculum.

Appendix A includes a sample training curriculum. Airport operators may include this curriculum in initial, recurrent, and/or remedial instruction of airport employees, government employees, tenants, contractors, and other users with access to the movement and safety areas of the airport. The airport operator or his/her designated representative will retain records of this training for 24 months after an individual's access to the movement and safety areas ends. Escorts are to be properly trained. Those being escorted who intend to drive and follow the escort should be briefed on staying with the escort at all times. The airport operators may develop formalized procedures for escorting. Airport operators might find it beneficial to have a tiered program requiring different levels of training based on the type of airfield, movement, and non-movement areas access. Operators may modify these documents to meet their individual situations, such as one for vehicles operated on the movement area, one solely focused on the apron areas, and others as required. There also are commercial driving simulators available for airport driver training.

#### 2.2.2 Mandatory Requirements for Initial, Recurrent, and Remedial Training.

##### 2.2.2.1 **Initial Training.**

For Part 139 airports, initial training is the training provided to a new employee or airport user allowing a driver to demonstrate how to safely operate a vehicle under the airport's procedures, while functioning independently on the movement and safety areas. Airports may choose to conduct other training for operators who will drive in the non-movement area. A sample Ground Vehicle Operating Familiarization Program Training Record is in Appendix B.

#### 2.2.2.2 **Recurrent Training.**

Recurrent training (required for part 139 certificated airports) is the training provided to an employee or airport user every twelve Consecutive Calendar Months (CCM) to enable that person to maintain a satisfactory level of proficiency. An example of twelve CCM is when training occurs on July 1, 2014 and the training remains valid through July 31, 2015. The training would expire on August 1, 2015. Appropriate schedules for recurrent training will vary widely from airport to airport and from one employee to another. Airport operators should consider requiring annual recurrent training when a vehicle operator renews an expired airport ID badge, or when a tenant renews a lease agreement.

#### 2.2.2.3 **Remedial Training.**

Remedial training is required when a violation of the rules and regulations is committed. Use remedial training with the chosen enforcement action (see Chapter 6 Enforcement and Control).

#### 2.2.3 On-the-Job Training.

The FAA also recommends on-the-job training before personnel have unescorted access to the movement and safety areas of the airport. Supervised vehicle operations and practical exams are the recommended training curriculum process.

#### 2.2.4 Training Format.

Airports use a variety of methods, to include “train the trainer” for instructing ground vehicle operators. The airport operator is accountable for the training and actions of all airfield vehicle operators approved to operate on the airport. In some cases, airport operator delegates the requirement of employee training to airport tenants or a contractor. Airport operator will annually validate any training program that is provided to or used by the tenants for ground vehicle operations on the airport. Some airport operators choose to include training manuals or vehicle-operating requirements as part of tenant lease or use agreements. An airport operator may choose to distribute training manual information via a web page, videos, or booklets. Formal classroom instruction provided by the airport operator or tenant can include either personal instruction or a computer-based interactive training system. (See AC 150/5210-18, *Systems for Interactive Training of Airport Personnel.*)

#### 2.2.5 Testing.

The airport operator or a designated representative can test trainees on the information presented. In addition to standard question and answer classroom testing methods, potential ground vehicle operators can demonstrate their proficiency in operating a vehicle on the movement and safety areas before authorizing driving privileges.

## CHAPTER 3. VEHICLES

### 3.1 Vehicles on Airports.

Airport operators should keep vehicular and pedestrian activity on the movement and safety areas on the airport to the minimum required for operations. Vehicles on the movement and safety areas on the airport may be limited to those vehicles necessary to support the operation of aircraft services, cargo and passenger services, emergency services, and maintenance of the airport. Vehicles on the movement area should be limited to those necessary to inspect and maintain the movement areas, as well as emergency vehicles responding to an aircraft emergency. Vehicles should use service roads or public roads in lieu of crossing movement areas whenever possible. When activities need to take place in the RSA, they should occur either between aircraft operations or when a runway is closed via NOTAM.

#### 3.1.1 Runway Crossings.

When necessary, runway crossing should occur at the departure runway end rather than the midpoint. An aircraft has more time and runway length to react if the vehicle incursion is at the opposite end of the runway from the aircraft.

#### 3.1.2 Aircraft Operations.

Every airport will require individual solutions to prevent vehicle or pedestrian traffic from endangering aircraft operations. Aircraft ALWAYS have the right-of-way over vehicles when maneuvering on non-movement areas. Aircraft also have the right-of-way on the movement areas, except when the Airport Traffic Control Tower (ATCT) has specifically instructed an aircraft to hold or give way to vehicle(s) on a runway or taxiway.

#### 3.1.3 Vehicle Marking and Lighting.

Vehicles that routinely operate on the movement and safety areas will be marked or flagged for high daytime visibility and, if appropriate, lighted for nighttime operations. Vehicles that are equipped with marking and lighting devices can escort vehicles that are not marked and lighted. (See AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*) Vehicles needing intermittent identification can be marked with magnetically attached identification markers, which are commercially available.

#### 3.1.4 Runway Safety Areas.

3.1.4.1 The Runway Safety Area (RSA) must normally be clear at all times during air carrier/aircraft operations. However, there may be situations and/or circumstances where airport operations require vehicles or equipment to be in the RSA for a limited amount of time. Examples may include scheduled or unscheduled NAVAID maintenance/repair, mowing operations, or other airport safety-related circumstances where personnel and equipment will be in the RSA during air carrier/aircraft operations. When circumstances



allow, drivers will drop needed equipment within the RSA and park the vehicle outside the RSA.

3.1.4.2 A Letter of Agreement (LOA) is required at each towered airport to clarify the specific activities allowed in the RSA during air carrier/aircraft operations. This LOA will include the airport operator, the local Air Traffic Control Tower (ATCT), FAA Technical Operations, and any other airport tenant that may be permitted into the RSA during air carrier/aircraft operations. The LOA will describe the specific procedures for personnel and equipment in the RSA during air carrier/aircraft operations. Additionally, the LOA must also emphasize that vehicles avoid the Instrument Landing System (ILS) or Localizer arrays during low visibility conditions. Standard communication requirements between the ATCT and individuals operating in the RSA should be established in accordance with Order 7110.65. Any LOA between the airport operator and the ATCT must be included in the airport operator's Airport Certification Manual (ACM). See Appendix C, Sample Letter of Agreement for guidance and details on creating the LOA. Appropriate procedures must be implemented to notify air carriers and pilots when personnel and equipment are in the RSA.

3.1.4.3 The LOA's will be placed in the airport's ACM, if certificated. Office of Airport Regional Divisions will forward any issues associated with the LOA to the Office of Safety and Operations (AAS-300). AAS-300 will coordinate with ATO, the Office of Airports Regional Division, and the airport as required.

### 3.1.5 Surface Movement Guidance and Control System (SMGCS).

SMGCS is a system of lighting, markings, and signs on the airport that allow pilots to continue to operate in bad weather below minimums. Low Visibility Operations (LVO) allows an airport to continue operation when weather conditions deteriorate significantly below 1200 feet Runway Visual Range (RVR). Drivers need to be aware of and trained in this area to be safe when aircraft are moving around the airport during SMGCS condition. Only airports that have an active SMGCS program in use to control aircraft and vehicles in the movement area should train on it. For additional information on the SMGCS Plan, refer to AC 120-57, *Surface Movement Guidance and Control System*.

## 3.2 **Vehicular Access Control.**

Controlling vehicular activity on the movement and safety areas of an airport is vitally important. The airport operator is responsible for developing procedures, procuring equipment, and providing training on vehicle operations to ensure aircraft and personnel safety. Even with the most sophisticated procedures and equipment, vehicle operators need training to achieve safety. The airport operator should give special consideration to

training temporary operators, such as construction workers, even if escorts are being provided.

### 3.2.1 Airports with an Operating Air Traffic Control Tower (ATCT).

At airports with an operating ATCT, controllers and vehicle operators can use two-way radios to control vehicles when on the movement area. To accomplish this task, the FAA at each towered airport is creating with the airport operator a letter of agreement outlining standard operating procedures to include delineating movement and non-movement areas. When there is construction on an airport, whether federally funded or not, the airport operator can follow the ground vehicle practices contained in AC 150/5370-2, *Operational Safety on Airports During Construction*.

### 3.2.2 Airports without an Operating ATCT.

At airports without an operating ATCT, vehicles, fixed-based operators, or others can use two-way radio control. Everyone should pay attention to frequencies used by aircraft and announce intentions on Common Traffic Advisory Frequency (CTAF) to avoid inadvertent incidents and or accidents while operating on the movement and safety areas.

### 3.2.3 Restricting Movement and Safety Areas Access.

3.2.3.1 Inadvertent entry by vehicles onto movement and non-movement areas of an airport poses a danger to both the vehicle operator and aircraft on the airport. Methods for controlling access to the movement and safety areas will vary depending on the type and location of the airport. The ACM is a useful tool for accomplishing this. Airports may erect a fence or provide for other natural or physical barriers around the entire airport, in addition to providing control measures at each access gate, such as guards, magnetic card activated locks, or remotely controlled locks.

3.2.3.2 Gates may either be opened/closed electronically or secured by lock and chain. The FAA strongly encourages Airport Operators to change access gate codes regularly. A best practice that an airport may wish to consider is also to assign different codes to different gates. Physical barriers might include natural objects, such as earthen berms, large boulders, tree trunks, and manmade culverts that could help control remote vehicle access points.

## 3.3 **Vehicle Requirements.**

Requirements for vehicles will vary depending on the airport, the type of vehicle, and where the vehicle will operate on the airport. An airport operator should limit vehicle operations on the movement areas of the airport to only those vehicles necessary to support the operational activity of the airport. Airport operators might find it beneficial to have a tiered program requiring different levels of training based on the type of airfield, movement, and non-movement areas access.

### 3.3.1 Vehicle Inspection Programs.

Some airports have benefited from establishing their own vehicle inspection program to ensure that all vehicles are maintained in a safe operating condition. In establishing vehicle requirements, some items to consider include:

1. Marking and identifying vehicles.
2. Establishing fire extinguisher or other equipment requirements for vehicles, such as Super Tugs or Specialty Vehicles.
3. Placing in all vehicles a current placard diagram depicting the airport's movement area, including Hot Spots. Aircraft being taxied or towed are exempt from placard diagram placement. The diagram can display prominent landmarks and/or perimeter roads.
4. Placing in vehicles operating in the movement area a placard showing the meaning of ATCT light gun signals, as well as airfield sign, lighting, and marking information.
5. Establishing vehicle condition requirements and inspection.
6. Ensuring appropriate insurance coverage.

### 3.4 **Vehicle Operations.**

The airport's rules and regulations for vehicle operations should provide adequate procedures for the safe and orderly operation of vehicles and aircraft that are taxied or towed by anyone on the movement and safety areas of the airport. In developing such procedures, airport operators should consider:

1. Requiring vehicle operators and anyone authorized to taxi or tow an aircraft, an ability to communicate in and understand the English language. English language proficiency rests with the hiring authority.
2. Requiring that vehicles operating on the movement areas have radio contact with ATCT or are escorted by a radio-equipped vehicle. This is a requirement of Part 139.329 (b) for certificated airports.
3. Requiring specific procedures for vehicle operations on airports without an operating ATCT.
4. Requiring advanced notice and approval for operating a non-airport owned vehicle on the movement area.
5. Establishing speed limits.
6. Establishing procedures to reduce distracted driving. This can include reducing personal calls and texting on mobile devices while vehicle is in motion.
7. Prohibiting:
  - a. Passing other vehicles and taxiing aircraft;
  - b. Leaving a vehicle unattended and running;
  - c. Driving under an aircraft except when servicing the aircraft; and
  - d. Driving under passenger bridges.

8. Determining when drivers must use vehicle lights.
9. Using dedicated vehicle lanes and perimeter roads whenever possible.
10. Designating where vehicles may and may not park.
11. Establishing rules of right-of-way (e.g. for aircraft, emergency vehicles, other vehicles).
12. Designating areas where vehicles may be serviced.
13. Establishing procedures for inoperative radios while on a movement area.
14. Require reporting of all accidents involving ground vehicles on the movement and safety areas.
15. Require making the vehicle operator responsible for passenger's behavior in the movement area.
16. Ensuring each aircraft operator maintains a Memorandum of Understanding (MOU) with the airport to conduct tow operations.
  - a. Elements of the MOU can include but are not limited to:
    - i. Compliance with AC 00-65, *Towbar and Towbarless Movement of Aircraft*
    - ii. Local Operating Conditions
      1. Low Visibility
      2. Weather
      3. Driving Routes
      4. Time Constraints (placed on movement of aircraft)
      5. Tug-Type Requirements

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## CHAPTER 4. EMERGENCY OPERATIONS AND OTHER NON-ROUTINE OPERATIONS

### 4.1 Introduction.

Airport operators allow a number of non-routine operations to occur on the movement and safety areas of the airport. These include airfield construction, airshows, aircraft static displays, Very Important People (VIP) arrivals/departures, commercial photo shoots, and a host of other activities. In addition, airport operators can recognize and prepare for the unique challenges to vehicle operations during non-routine operations. Airport operators can review non-routine operations that involve ground vehicles and develop vehicle operation procedures to accommodate these special operations.

### 4.2 Planning Meetings for Non-Routine Operations.

Planning meetings associated with non-routine activities offer an opportunity to review driving rules and regulations, communications and procedures, and air traffic control procedures as well as NAVAID requirements that can be affected by vehicle operations and other important operational issues. These meetings can help with paying special attention to the following activities:

#### 4.2.1 Movement and Safety During Construction.

The airport operator or his/her designated representative can develop procedures, assess equipment, and ensure training has occurred on vehicle operations for aircraft safety during construction as specified in AC 150/5370-2, *Operational Safety on Airports During Construction*.

#### 4.2.2 Emergency Response/Mutual Aid.

Many airports rely on local emergency services to provide aircraft rescue and firefighting services or emergency medical services. Airport operators can ensure that such emergency service providers receive initial and recurrent training in the subject areas identified in **Chapter 3, Vehicles**, also maintain records of such training. Alternatively, the airport may escort the responders. In addition, any mutual aid agreement between the local emergency service providers and the airport operator can specify vehicle operations training requirements.

#### 4.2.3 Snow and Ice Removal.

Airport Operators who use contractors for snow and ice control operations can ensure agreements include vehicle operations procedures, training requirements, consequences of non-compliance, and vehicle communications requirements. The FAA recommends that, when possible, airport operators limit contractors to non-movement areas. When an ATCT is not in operation, or there is no ATCT, airports can develop procedures to advise air traffic on the CTAF of any intentions to remove snow and ice in the movement area.

#### 4.2.4 Low-Visibility Operations.

Additional consideration can be given to vehicle operations during low visibility. Poor weather conditions (snow, fog, rain, etc.) may obscure visual cues, roadway markings, and airport signs. During low visibility conditions, particular detail can address the emphasis of avoiding ILS or Localizer arrays, e.g. mowing operations and snow removal.

## CHAPTER 5. SITUATIONAL AWARENESS

### 5.1 **Training for Situational Awareness.**

There are ways to enhance situational awareness. A ground vehicle operator's training program may concentrate on having vehicle operators visually scan fixed and moving objects coming into the vehicle's path. Airport operators can also promote using clear and concise communications by vehicle operators. Most importantly, airport operators can alert vehicle operators to distractions caused by social interactions while operating a vehicle on the movement and safety areas. Having an airport diagram and notepad available in each vehicle to record movement instructions is considered a best practice when communicating with ATCT.

### 5.2 **Movement and Safety Areas Improvements to Increase Situational Awareness.**

Airport operators may also be able to increase situational awareness for vehicle operators with enhancements on the movement and safety areas. Such enhancements may include establishing dedicated marked routes for vehicles that avoid high activity, congested areas, or blind spots. Eliminating or relocating fixed objects that hinder a vehicle operator's line of sight or block radio transmissions may also enhance safety. Some airport operators may soon have an added aid in the fight against distractions – Automatic Dependent Surveillance - Broadcast (ADS-B) at select airports. This system enables equipped aircraft and ground vehicles to continually broadcast information, such as identification, current position, altitude, and velocity. More information on this technology will be available in a future advisory circular on Ground Vehicle ADS-B Operations. Technology can't totally replace clearing for aircraft. You must ensure that you look both ways down the runway to visually acquire aircraft landing or departing even if you have a clearance to cross.



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## CHAPTER 6. ENFORCEMENT AND CONTROL

### 6.1 Enforcement Procedures.

Airport operators should establish consequences for non-compliance of airport rules, including penalties for violations. Tenant lease or use agreements may include these enforcement provisions.

### 6.2 Control Issues.

Listed below are some control issues that airport operators can address as part of a control program for ground vehicle and anyone taxiing or towing aircraft. This list is not all inclusive.

1. Implementing a tiered identification badging system that permits easy recognition of a vehicle operator's permitted driving area privileges. A recommended practice is that the airport should have the ability to turn badges off for violations, or when access is no longer needed.
2. Prohibiting transferring registration media to different vehicles.
3. Creating policies for surrendering permits to airport management when a vehicle is no longer authorized entry into a facility.
4. Conducting periodic checks to ensure that only properly authorized persons operate vehicles, and only properly authorized personnel taxi or tow aircraft on the movement and safety areas.
5. Creating a system to control commercial or delivery truck movement onto and out of the movement and safety areas of an airport.
6. Briefing or training for commercial drivers if they are permitted direct access to the movement and safety areas.
7. Implementing a progressive penalty policy for violations of the airport's driving program.

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**APPENDIX A. GROUND VEHICLE ACCESS PROGRAM TRAINING CURRICULUM****A.1 Purpose of the Training Curriculum.**

- A.1.1 The purpose of the Ground Vehicle Access Program training curriculum is to provide airport operators with a minimum list of training topics for educating vehicle operators, with access to the movement and safety areas of an airport. This includes anyone taxiing or towing aircraft who is not a pilot. Each individual airport has unique situations that might require site-specific training. Airport operators may use this training curriculum as a guide for developing and implementing a detailed training program tailored to the airport's individual situation.
- A.1.2 The training program provides vehicle operators and anyone taxiing or towing aircraft with the level of training necessary for their positions to operate safely on the movement and safety areas of an airport and avoid causing a runway incursion. Airports may choose to tailor their specific programs from the items listed below:
1. Infield aircraft navigation aids
  2. Identifying a given point on a grid map or other standard map used at the airport
  3. Applicable airport rules, regulations, or procedures for vehicle operations
  4. Airport layout, including runways and taxiway designations
  5. Known hot spots
  6. Boundaries of movement, non-movement, and safety areas
  7. Interpretation and color coding of airfield signs, pavement markings, and lighting
  8. Location and understanding of critical areas associated with instrument landing system (ILS) and very high frequency omnidirectional ranges (VORs)
  9. Proper terminology (including phonetic alphabet) and procedures for radio communications with the ATCT
  10. ATCT light gun signals
  11. Established routes for emergency response vehicles
  12. Dangers associated with jet blast and prop wash
  13. Traffic patterns associated with each runway (left or right) and location of each leg ( i.e., downwind, base, final, and crosswind)
  14. Situational awareness (staying alert in the environment of operation)

**A.2 Training Program for Vehicle Operations on Apron Only.**

An airport operator may choose to develop tiered training programs for vehicle operators, such as airline employees and other tenants, who are restricted to operating ground vehicles only on the apron areas. This will allow them to have knowledge of the boundaries associated with the area.

**A.3 Areas of Training.**

All drivers should have training in the following areas:

**A.3.1 Discussion of Runway Incursions, Airfield Safety, and Security.**

**Training Outcome(s):** Trainee will be able to define a runway incursion, describe how to avoid causing an incursion, what they can do if involved in an incursion, and explain the benefits of airfield safety/security.

**A.3.2 Definitions and Terms.**

**Training Outcome(s):** Trainee will be knowledgeable of airport signage, runway markings, lighting, and the terms used on an airport.

**A.3.3 Vehicle Operating Requirements.**

1. Authorized Vehicles and Vehicle Identification
2. Vehicle Lighting
3. Vehicle Insurance
4. Vehicle Inspection
5. Vehicle Parking
6. Accident Reporting
7. Perimeter Roadways
8. Aircraft Lighting

**A.3.4 Anyone Taxiing or Towing an Aircraft Requirements.**

The employer will provide the airport operator with documentation showing that the individual is qualified to start, run, taxi or tow that particular type of aircraft.

**A.3.5 Rules and Regulations.**

1. Review
2. Noncompliance/Penalties

**Training Outcome(s):** Trainee will be knowledgeable of ground vehicle and aircraft taxiing and towing rules and regulations.

**A.3.6 Testing.**

3. Written Test
4. Practical Test

**Training Outcome(s):** Trainee can pass a written examination with a minimum score of 70 percent.

**A.3.7 Airport Familiarization at Least One Day and One Night Evaluation or as Required for Job Performance.**

1. Runway Configuration/Safety Area

2. Taxiway Configuration/Safety Area
3. Movement Areas and Non-Movement Areas
  - a. Confusing Areas and designated Hot Spots
4. Airport Lighting
  - a. Runway
    - i. Runway Edge Lights
    - ii. Centerline Lights
    - iii. Touchdown Zone
    - iv. Taxiway Lead-Off Lights
  - b. Threshold
    - i. Runway Approach Light System
  - c. Taxiway
    - i. Taxiway Edge Lights
    - ii. Taxiway Centerline Lights
    - iii. Stop Bars
    - iv. Runway Guard Lights
5. Airfield Signage (Airport Specific)
  - a. Runway Position Holding Sign
    - i. Runway Location Sign
    - ii. Destination Sign
    - iii. Information Sign
    - iv. Approach Sign
  - b. Taxiway Location Sign
  - c. ILS Critical Area Sign
  - d. Direction Sign
  - e. Distance Remaining Sign
6. Airfield Markings (Airport Specific)
  - a. Runways
    - i. Centerline
    - ii. Edge Markings
    - iii. Runway ID Numbers
    - iv. Threshold Markings
    - v. Fixed Distance Markers
    - vi. Hold Short Lines
  - b. Taxiways
    - i. Hold Lines

- ii. ILS Hold Line
- iii. Geographic Position Markings
- iv. Centerline and Enhanced Centerlines
- v. Edge Markings
- c. ILS Critical Areas
- d. Non-Movement Area Boundary Marking
- e. Surface Painted Signs
- 7. Airport NAVAIDS and Visual Approach Aids
  - a. Location
  - b. Non-interference

**Training Outcome(s):** Trainee will be able to label all critical parts on the airport, identify, and explain the purpose of all marking, lighting, and signs on the airport.

#### A.3.8 Communications.

1. Ground Vehicle, anyone towing an aircraft, and anyone taxiing an aircraft Communications
  - a. Radio Frequencies
  - b. Procedural Words and Phrases
2. Aviation Phonetic Alphabet
3. Aviation Terminology and phrases
4. Procedures for Contacting the ATCT
5. Airfield Communications at Airports without Operating ATCT
6. Light Gun Signals as a means of communication
7. Procedures for when the vehicle operator or anyone taxiing or towing aircraft are lost or disoriented in the movement areas or RSA, etc.
  - a. Description of how to respond to Light Gun Signals
  - b. Description of how to Signal the Tower

**Training Outcome(s):** Trainee will be able to adequately send and receive radio messages as well as interpret light gun signals and respond properly.

## APPENDIX B. SAMPLE GROUND VEHICLE OPERATIONS TRAINING MANUAL

**NOTE:** This sample training manual provides airport operators with a template for developing and implementing proposed policies or procedures for controlling ground vehicles, or taxiing, and towing aircraft. This includes equipment access in the movement and safety areas of an airport. Airport operators may use the format below but adapt the requirements to specific conditions found on their airport. The Operator would fill in the appropriate blanks or blocks of text and/or revise the document for specific airport conditions.

Section 1 covers the Authority, Applicability, and Definitions of the Ground Vehicle Operation Manual. It includes: driving, taxiing or towing aircraft rules and regulations that could be adopted by the airport operator.

Section 2 would serve as a suggested driver, taxiing, or towing aircraft training for the Non-Movement Area Manual.

Section 3 would serve as a suggested driver, taxiing, or towing aircraft training for the Movement Area Manual. In this section, the airport operator could add or delete information as it applies to the airport. For example, if the airport has no instrument approach, reference to the ILS signs and protection of critical areas could be deleted. Also, the airport operator is encouraged to replace illustrations of signs with those found on the airport.

Section 4 would serve as a suggested driver, taxiing, or towing aircraft training for Communications on the airport.

Finally, there is a sample Ground Vehicle Operations Training Record that can be modified by the airport operator to document training on the airport.

### **Section 1. Airport Driving and Anyone Taxiing or Towing Aircraft Rules and Regulations**

- 1.1 Authority for Implementation of Rules and Regulations.** The (NAME) Airport operates under the authority of (JURDISTICTION). (CITY/COUNTY ORDINANCE OR STATE STATUTE) has granted the (AIRPORT OPERATOR) the authority to make bylaws for the management and supervision of its airport affairs.
- 1.2 Applicability.** This regulation applies to all users of, and persons on any portion of, the property owned or controlled by (Airport Operator). No persons are exempt from airport operating training requirements for operating a vehicle on the movement and safety areas of an airport. Tenant organizations must be responsible for the dissemination of, accessibility to, and compliance with these rules and regulations by their employees.

These Rules and Regulations may be amended, changed, or modified by (Airport Operator), as necessary.

- 1.3 Definitions.** The following terms are defined as indicated in this section for the purpose of this Ground Vehicle Operation Training Manual. *(The airport operator can include only those definitions applicable to its airport and conditions.)*



- 1.3.1 Accident**—a collision between one aircraft or vehicle and another aircraft, vehicle, person, or object that results in property damage, personal injury, or death.
- 1.3.2 Air Carrier Apron**—an apron for air carriers. Only authorized personnel and vehicles may operate on this apron. Unauthorized vehicles and aircraft are prohibited from operating on it.
- 1.3.3 Air Operations Area (AOA)** — the air operations area includes paved or unpaved areas used or intended to be used for the unobstructed movement of aircraft, in addition to its associated runways, taxiways, or aprons. Commonly refers to anything within the secured and fenced-in area of the airport.
- 1.3.4 Airport Traffic Control Tower (ATCT)**—operated by an appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.
- 1.3.5 Aircraft**—a device that is used or intended to be used for flight in the air.
- 1.3.6 Airport**—(NAME) International Airport Facility, owned and operated by (Airport Operator), including all improvements and equipment existing or to be developed.
- 1.3.7 Apron**—a defined area on an airport or heliport intended to accommodate aircraft for the purposes of parking, loading and unloading passengers or cargo, refueling, or maintenance.
- 1.3.8 Common Traffic Advisory Frequency (CTAF)**—radio frequency designed for the purpose of carrying out airport advisory practices while operating to or from an airport without an operating ATCT or when the tower is closed. The CTAF may be a UNICOM, MULTICOM, FSS, or tower frequency and is identified in appropriate aeronautical publications. (See below for definitions of UNICOM, MULTICOM, and FSS.)
- 1.3.9 Fixed-Based Operator (FBO)**—a person, firm, or organization engaged in a business that provides a range of basic services to general aviation. Services may include the sale and dispensing of fuel, line services, aircraft parking and tie-down, pilot and passenger facilities, airframe and power plant maintenance, aircraft sales and rental, and pilot instruction.
- 1.3.10 Flight Service Station (FSS)**—air traffic facilities that provide pilot briefings, en route communications, and visual flight rules search and rescue services; assist lost aircraft and aircraft in emergency situations; relay air traffic control clearances; originate Notices to Airmen; broadcast aviation weather and National Airspace System information; receive and process instrument flight rules flight plans; and monitor NAVAIDs. In addition, at selected locations, FSSs provide En Route Flight Advisory Service (Flight Watch), take weather observations, issue airport advisories, and advise Customs and Immigration of trans-border flights.
- 1.3.11 Foreign Object Debris (FOD)**—debris that can cause damage to aircraft engines, tires, or fuselage from rocks, trash, or the actual debris found on runways, taxiways, and aprons.

- 1.3.12 General Aviation (GA)**—that portion of civil aviation that encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity.
- 1.3.13 Ground Vehicle**—all conveyances and aircraft not operated for the purpose of flight, vehicles used on the ground to reposition aircraft, transport persons, cargo, fuel, or equipment.
- 1.3.14 ILS Critical Area**—an area provided to protect the signals of the localizer and glideslope.
- 1.3.15 Jet Blast**—jet engine exhaust or propeller wash (thrust stream turbulence).
- 1.3.16 Law Enforcement Officer (LEO)**—any person vested with police power of arrest under Federal, state, county, or city authority and identifiable by uniform, badge, and other indication of authority.
- 1.3.17 Light Gun**—a hand-held, directional light-signaling device that emits a bright narrow beam of white, green, or red light, as selected by the tower controller. The color and type of light transmitted can be used to approve or disapprove anticipated pilot or vehicle actions where radio communication is not available. The light gun is used for controlling traffic operating in the vicinity of the airport and on the airport movement area.
- 1.3.18 Mobile Fueler**—a vehicle owned and/or operated by authorized agents to pump and dispense Jet A and 100 LL fuel at an airport. This may include fuel tankers, in-to-plane fueling pumpers, and hydrant carts.
- 1.3.19 Movement Area**—the runways, taxiways, and other areas of an airport that aircraft use for taxiing, takeoff, and landing, exclusive of loading aprons and aircraft parking areas.
- 1.3.20 MULTICOM**—a mobile service not open to public correspondence used to provide communications essential to conduct the activities being performed or directed from private aircraft.
- 1.3.21 Non-movement Areas**—the area, other than that described as the movement area, used for the loading, unloading, parking of aircraft. This may include the apron areas and on-airport fuel farms.
- 1.3.22 Operator**—any person who is in actual physical control of an aircraft or a motor vehicle.
- 1.3.23 Owner**—a person who holds the legal title of an aircraft or a motor vehicle.
- 1.3.24 Protected Area**—the protected area of a surface intended for landing or takeoff includes the area inside the runway hold position markings (e.g., hold line) on paved taxiways or bridges and the designated runway safety area.
- 1.3.25 Restricted Areas**—areas of the airport posted to prohibit or limit entry or access by the general public. All areas other than public areas.
- 1.3.26 Runway**—a defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.

- 1.3.27 Runway Incursion**—any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle or person on the protected area of a surface designated for the landing and take-off of aircraft.
- 1.3.28 Runway in Use or Active Runway**—any runway or runways currently being used for takeoff or landing. When multiple runways are used, they are all considered active runways.
- 1.3.29 Runway Safety Area**—a defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes (Typically 250 feet off the runway centerline and 1,000 feet off each end or as required) in the event of an excursion, overshoot, or undershoot from the runway. Note: Guidance for RSA is located in AC 150/5300-13A, *Airport Design*.
- 1.3.30 Surface Incident**- Unauthorized or unapproved movement within the designated movement area (excluding runway incursions) or an occurrence in that same area associated with the operation of an aircraft that affects or could affect the safety of flight.
- 1.3.31 Surface Movement Guidance and Control System (SMGCS)**—a system of guidance, control, and regulation of all aircraft, ground vehicles, and personnel of the airport during low-visibility operations. Guidance relates to facilities and information necessary for pilots and ground vehicle operators to find their way about the airport. Control or regulation means the measures necessary to prevent collisions and to ensure that traffic flows smoothly and efficiently.
- 1.3.32 Taxiways**—those parts of the movement and safety areas designated for the surface maneuvering of aircraft to and from the runways and aircraft parking areas.
- 1.3.33 Tie Down Area**—an area used for securing aircraft to the ground.
- 1.3.34 Uncontrolled Airport**—an airport without an operating airport traffic control tower or when airport traffic control tower is not operating.
- 1.3.35 UNICOM**—a non-Federal communication facility that may provide airport information at certain airports. Locations and frequencies of UNICOMs are shown on aeronautical charts and publications.
- 1.3.36 Vehicle or Pedestrian Deviation (V/PD)**—any entry or movement on the airport movement area or safety area by a vehicle operator or pedestrian that has not been authorized by air traffic control (includes surface incidents involving aircraft operated by non-pilots, such as anyone).
- 1.3.37 Vehicle Service Road**—a designated roadway for vehicles in a non-movement area.
- 1.3.38 Very High Frequency Omnidirectional Range (VOR)**—a ground-based electronic navigation aid transmitting very high frequency navigation signals, 360 degrees in azimuth, oriented from magnetic north. Used as the basis for navigation in the National Airspace System.

- 1.3.39 Wake Turbulence**—phenomenon resulting from the passage of an aircraft through the atmosphere. The term includes vortices, thrust stream turbulence, jet blast, jet wash, propeller wash, and rotor wash both on the ground and in the air.
- 1.4 Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of these Rules and Regulations or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction or other competent agency, such decision will not affect the validity or effectiveness of the remaining portions of these Rules and Regulations.
- 1.5 Violation of Rules—Penalties and Suspension of Driving or Anyone taxiing or towing an aircraft Privileges.** Any person, who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto, will be subject to progressive penalties for repeat violations. These penalties may include being denied use of the Airport by (Airport Operator) in addition to the penalties described pursuant to Federal, state, or local authorities. *(The airport operator can tailor this section to discuss its enforcement policies.)*
- 1.5.1** Penalties for failure to comply with the Movement and safety areas Vehicular Traffic Regulations must consist of written warnings, suspension of movement and safety areas driving privileges, and/or revocation of movement and safety areas driving privileges. Receipt of \_\_\_\_\_ written warnings by an operator of a vehicle in any 12-month period will automatically result in suspension of movement and safety areas driving privileges. Receipt of written warnings in any 12-month period will automatically result in revocation of movement and safety areas driving privileges.
- 1.5.2** Based on an evaluation of the circumstances or the severity of a particular incident or incidents, the (Airport Operator) reserves the exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle on the movement and safety areas without regard to prior operating history.
- 1.5.3** Suspension of movement and safety areas driving privileges must be no less than \_\_\_\_\_ calendar days and no greater than \_\_\_\_\_ calendar days.
- 1.5.4** The (Airport Operator) will provide a copy of all written warnings issued to an operator to the local manager of the company owning or in possession and control of the vehicle or vehicles involved in the violation(s).
- 1.6** The (Airport Operator) must require any individual involved in a runway incursion or other vehicle incident to complete remedial airfield driver training.
- 1.7** Regulations on the Movement and Safety Areas of an Airport for Drivers and Anyone Taxiing or Towing an Aircraft.
- 1.7.1** Vehicle Operator and Anyone Taxiing or Towing and Aircraft Requirements.
- a. All applicants must satisfactorily complete the applicable driver’s training class before receiving a movement and safety areas driver’s license or

- badge. Non-based personnel require escort from airport qualified movement/non movement area personnel.
- b. All applicants are required to pass the written test with a grade of at least \_\_\_ percent. Applicants who do not pass the written test may retake the test after additional study and a \_\_\_\_ day period.
  - c. Applicants for movement area driving, taxiing, or towing an aircraft privileges are required to successfully complete a movement and safety areas driving test by a designated representative of (Airport Operator).
  - d. No vehicle can be operated or anyone taxi or tow an aircraft on the movement and safety areas unless—
    - (1) The driver is authorized to operate the class of vehicle by an appropriate state-licensing agency and/or by the driver's employer through a company training/certification program.
    - (2) The driver properly displays an approved, airport-issued ID card with the Authorized Driver designation (*if applicable*).
  - e. For taxiing or towing an aircraft, the owner/operator needs to ensure the person is trained by the owner or aircraft operator to start, run, taxi, or tow that particular type of aircraft. When towing an aircraft with a "Towbarless tractor," to guard against if the tow bar breaks, there should be a trained person in the cockpit that can stop the aircraft.
  - f. No person operating or driving a vehicle on any aircraft apron should exceed a speed greater than \_\_\_\_\_ miles per hour. Factors including, but not limited to, weather and visibility should be taken into consideration when determining safe operating speed.
  - g. No vehicle may pass another ground vehicle in a designated vehicle roadway.
  - h. FAA recommends: No vehicles pass between an aircraft and passenger terminal or passenger lane when the aircraft is parked at a gate position except those vehicles servicing the aircraft. All other vehicles must drive to the rear of the aircraft and must pass no closer than
  - i. Moving aircraft and passengers enplaning or deplaning aircraft must have the right-of-way at all times over vehicular traffic. Vehicle drivers must yield the right-of-way.
  - j. No vehicle operator may enter the movement and safety areas (includes controlled and non- controlled movement areas) unless authorized by (Airport Operator) or the vehicle is properly escorted.
  - k. No vehicle operator or anyone taxiing or towing an aircraft can enter the movement area—
    - (1) Without first obtaining the permission of Airport Operator, Aircraft operator, and clearance from the ATCT to enter the movement area for taxiing or towing;

- (2) Unless equipped with an operable two-way radio in communication with the ATCT; or
  - (3) Unless escorted by an (Airport Operator) approved vehicle and as long as the vehicle remains under the control of the escort vehicle.
  - (4) Anyone taxiing or towing an aircraft, without the authorization of the airport operator, must receive ATCT clearance to enter the airport movement area.
- l. No person may operate any motor vehicle that is in such physical or mechanical condition as to endanger persons or property or that the (Airport Operator) considers an endangerment.
  - m. No person may—
    - (1) Operate any vehicle that is overloaded or carrying more passengers than for which the vehicle was designed.
    - (2) Ride on the running board or stand up in the body of a moving vehicle.
    - (3) Ride with arms or legs protruding from the body of a vehicle except when the vehicle was designed for such use.
  - n. A vehicle guide person is required whenever the vision of the vehicle operator is restricted.
  - o. No fuel truck may be brought into, stored, or parked within 50 feet of a building. Fuel trucks may not be parked within 10 feet from other vehicles.
  - p. Container carriers and tugs may tow no more carts, pods, or containers than are practical, under control, tracking properly, and safe.
  - q. When not serving aircraft or undertaking their intended functions, apron vehicles and equipment may be parked only in approved areas.
  - r. Vehicle operators should not operate or park vehicles under any passenger loading bridge.
  - s. No person may park a vehicle in an aircraft parking area, safety area, grass area, or in a manner that obstructs or interferes with operations in the aircraft movement area or apron area.
  - t. No person may park, or leave unattended, vehicles or other equipment that interfere with the use of a facility by others or prevent movement or passage of aircraft, emergency vehicles, or other motor vehicles or equipment.
  - u. No person may park a vehicle or equipment within \_\_\_\_ feet of a fire hydrant or in a manner that prohibits a vehicle from accessing the fire hydrant.

- v. No person may operate a vehicle or other equipment within the movement and safety areas under the influence of alcohol or any drug that impairs, or may impair, the operator's abilities.
- w. Each vehicle operator using an airport perimeter (security) gate must ensure the gate closes behind the vehicle prior to leaving the vicinity of the gate. The vehicle operator must also ensure no unauthorized vehicles or persons gain access to the movement and safety areas while the gate is open.
- x. Vehicle operators must not operate vehicles in a reckless or careless manner. A reckless or careless manner is one that intentionally or through negligence threatens the life or safety of any person or threatens damage or destruction to property.
- y. Vehicles may not enter the movement area or cross runways unless the operator of the vehicle has received required training and authorization from the (Airport Operator) to operate on the movement area. Whenever possible, all airport vehicles must utilize the airport perimeter and service roads to transition between areas on the airport.
- z. Each vehicle operator is responsible for the activities of each vehicle passenger on the movement and safety areas of the airport.

### **1.7.2 Vehicle Regulations.**

- a. No vehicle may be operated on the movement and safety areas unless it has proper registration in the (State) or is a qualified off-road vehicle that is not normally operated on public streets but has received the approval of the (Airport Operator).
- b. All vehicles operated on the movement and safety areas must have vehicle liability insurance, as required by the (Airport Operator).
- c. The (Airport Operator) must approve tenant vehicles operated on the movement area. It is highly recommended the airport operator institute similar approval procedures for vehicles operated in the non-movement area. These vehicles may display a (Airport Operator) sticker or an airport-approved company logo that is at least \_\_\_\_\_ inches.
- d. Carts or pieces of equipment being towed or carried after darkness must have side and rear reflectors or rear lights.
- e. No vehicle must be permitted on the movement and safety areas unless—
  - (1) It is properly marked, as outlined in FAA Advisory Circular 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
  - (2) It is in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
  - (3) It has the appropriately rated and inspected fire extinguishers (fuel trucks or other vehicles).

- (4) It has operable headlamps and brake lights.
- f. Vehicles operating on the movement area must be equipped with operating rotating beacon or equivalent per AC 150/5210-5 as required.
- g. All aircraft refueling vehicles and any other vehicles 8-feet or more in width must be equipped with clearance lights, a flashing amber beacon and flashing front, and tail lights that are activated at all times when operating on the movement and safety areas.

**1.7.3 Vehicular Accidents.** Operators of vehicles involved in an accident on the airport that results in injury to a person or damage to an aircraft, airport property, or a vehicle must—

- (1) Immediately stop and remain at the scene of the accident.
- (2) Render reasonable assistance, if capable, to any person injured in the accident.
- (3) Report the accident immediately to the (Airport Operator) before leaving the scene, if possible.
- (4) Provide and surrender the following to any responding (Airport Operator) personnel: name and address, airport identification card, state driver's license, and any information such personnel need to complete a motor vehicle accident report.

**Section 2. Driving on the Non-Movement Areas**

**2.1** Non-movement areas include aprons, portions of the runway safety areas (RSA), and other areas not under control of the ATCT. Anyone authorized to operate a motorized vehicle on the movement and safety areas may do so on the non-movement areas (except RSA) without being in positive radio contact with the ATCT. These areas include—

- a. Service roads
- b. Cargo aprons
- c. General aviation apron
- d. Air carrier apron(s)

**2.2 Driving.** Operating within the apron areas requires the vehicle driver to exercise extreme caution as aircraft are always moving, aircraft passengers may be walking from an aircraft to the gate, and noise levels are high.

**2.2.1** Vehicle drivers—

- a. Never drive between safety cones or across delineated passenger walkways.
- b. Watch cockpit blind spots—pilots typically cannot see behind or below the aircraft.
- c. Avoid jet blast or prop wash, which can blow debris or overturn vehicles.



- d. Be aware and avoid moving propellers that can cause damage, injury, or death.
  - e. Be aware of other vehicle movements—you may not hear them approaching due to aircraft engine noise.
  - f. Yield to aircraft, passengers, and emergency vehicles, which ALWAYS have the right-of-way on the Air Operations Area of the airport.
  - g. Pay particular attention when aircraft beacons are illuminated, as they may be moving or preparing to move. Obey the directions of flaggers (if available).
- 2.2.2** When traveling on the apron, always use designated vehicle service roads. Driving close to buildings, around vehicles, or aircraft is prohibited. This policy helps to establish a predictable order to vehicle movements in congested areas and helps to ensure their visibility to aircraft and other vehicles.
- 2.2.3** Parked aircraft may still have their engines running, so be aware of the hazards of jet blast or prop wash, which may overturn vehicles. Before an aircraft engine is started, pilots are supposed to turn on the anti-collision beacon(s) which may be flashing red or white. However, don't assume that if the beacon(s) aren't flashing that the engine(s) isn't (aren't) running. In some instances, propellers and engine spinners are marked to indicate when the engine is operating. A pilot's ability to maneuver quickly on the ground is limited. Propellers and jet engines can cause significant damage and injury to personnel. In addition, cockpit visibility prohibits the pilot from seeing under the nose or behind the aircraft and limits the pilot's ability to avoid ground vehicles.
- 2.2.4** **Nighttime and Poor Weather Driving Conditions.** Poor weather (snow, fog, rain, etc.) conditions can and will obscure visual cues, roadway markings, and airport signs. Vehicle operators will remain vigilant of their surroundings and operating boundaries. Watch out for snow removal equipment and aircraft operating in the vicinity under low-visibility conditions. There are additional risks present under these conditions consult AC 150/5200-30C, *Airport Winter Safety and Operations* and the airports *Snow and Ice Control Plan*.

### **Section 3. Driving, Taxiing or Towing Aircraft on the Movement Areas**

- 3.1** Drivers, anyone taxiing, or towing an aircraft who are authorized to operate on the movement area require more training and vigilance since there are dangers associated with this area that are not present on non-movement areas. In addition to the principals for driving on the non-movement area, drivers and anyone that has access to the movement area must be cognizant of the meanings of airfield signs, markings, and lighting configurations. Additionally, they must be able to communicate with air traffic control (ATC) and be able to follow ATC directions. Airport Operator must have a MOU or LOA with the local ATCT regarding any specific procedures for operations on the movement areas.

**3.2 ATCT Control all Movement Areas** as defined: the runways, taxiways, and other areas of the airport that are used for taxiing, hover taxiing, air taxiing, and takeoff and landing of aircraft, exclusive of loading aprons and aircraft parking areas. Movement areas are considered “positive control,” meaning that all vehicle operators and anyone taxiing or towing an aircraft will need permission from ATC before entering the area.

**3.3 Authorized Vehicles and Anyone Taxiing or Towing an Aircraft.** Only vehicles, taxiing, or towing an aircraft, that are needed for airport operations may enter a movement area with radio contact through ATCT. Therefore, fuel trucks, maintenance vehicles, catering trucks, and other non-essential vehicles will not be permitted to enter the movement areas without being escorted. Exceptions may include Airport Operator authorized (radio equipped) vehicles with appropriately trained personnel. Airport Operations/Maintenance must coordinate all other vehicle operations within the movement areas.

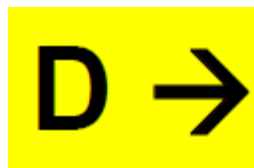
### 3.4 Taxiways.

**3.4.1 Designations.** Aircraft use taxiways to move to and from the aprons and the runways. Taxiways are designated by letters or by a letter/number combination such as A, B, G2, or B3. (The Airport Operator can include a diagram of the airport here with the taxiway and runway designations.)

**3.4.2 Lighting.** Taxiways are lighted with **blue** edge lighting and/or reflectors. Some taxiways are also lighted with **green** in-pavement, centerline lighting that also include Taxiway Lead On/Off lights, which alternate yellow/green. (*Use airport-specific example here.*)

**3.4.3 Signs.** The signs used on taxiways are direction, destination, location, and taxiway ending marker signs.

**3.4.3.1 *Direction and Designation Signs*** have black lettering and a directional arrow or arrows on a yellow background. The arrow indicates the direction to that taxiway, runway, or destination.



**Taxiway Direction Sign**

**3.4.3.2 *Location Signs*** have **yellow lettering** on a **black background**. The location sign below indicates that the operator of the vehicle/equipment is located on the named taxiway or runway. Black square, you are here.



**Taxiway Location Sign**

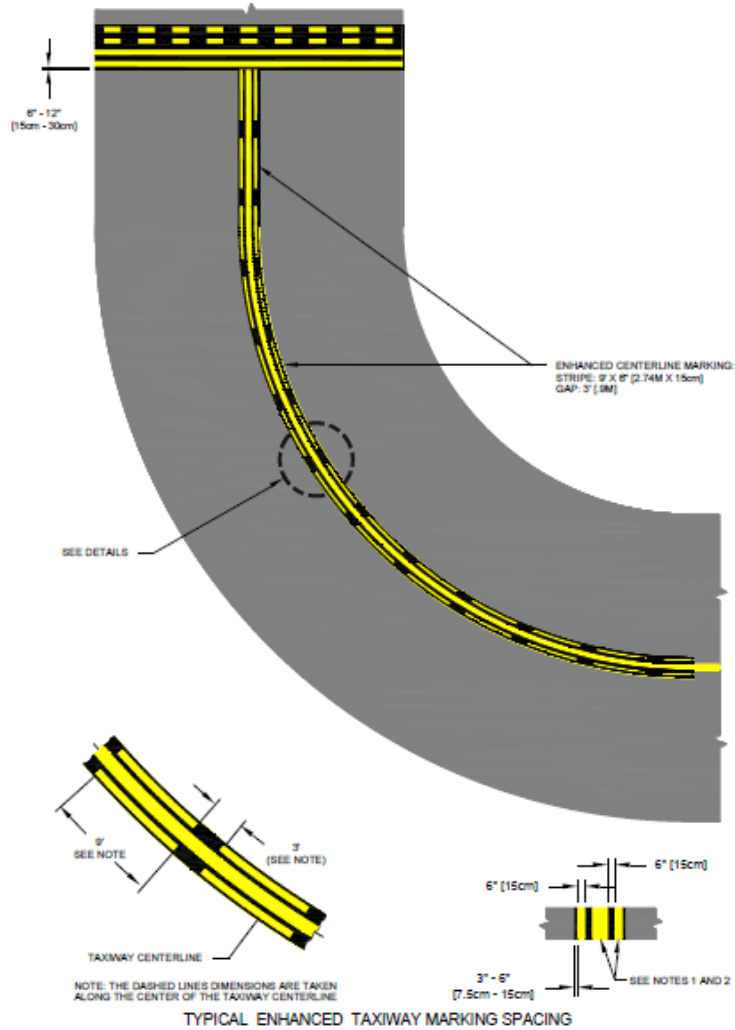
**3.4.3.3** *Runway Safety Area/Object Free Zone (RSA/OFZ) and Runway Approach Area Boundary Signs*, when required, identify the boundary of the runway safety area/OFZ or the runway approach area to the pilot and vehicle operator. The driver can use these signs to identify when the vehicle is clear of the runway environment. It has a **black inscription** that depicts the hold line marking on a **yellow background**.



**Runway Safety Area/OFZ and Runway Approach Boundary Symbol**

**3.4.4** *Markings*. Pavement markings on taxiways are always yellow. The taxiway centerline is painted on all taxiways. On the edges of some taxiways, there is a solid, double yellow line or double-dashed line. If pavements are usable on both sides of the line, the lines will be dashed; if not, the lines will be solid.

**3.4.4.1** **Enhanced Taxiway Centerline Markings** provide supplemental visual cues to alert pilots of an upcoming runway holding position marking (Pattern A) for minimizing the potential for runway incursions. To reinforce situational awareness before entering a runway, this safety enhancement is only used on those taxiways that directly enter a runway.

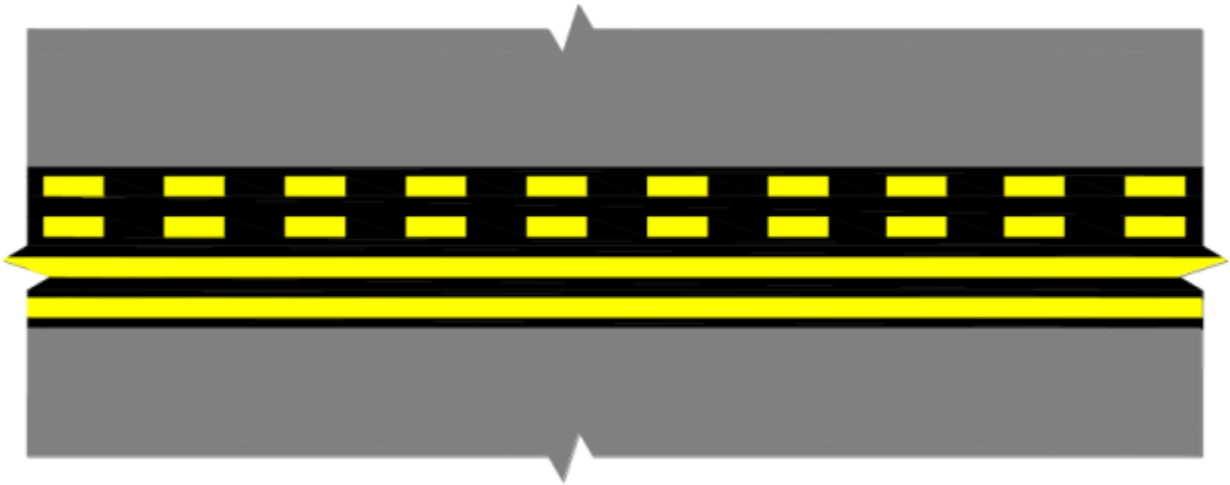


### Enhanced Taxiway Centerline Markings

**Notes:**

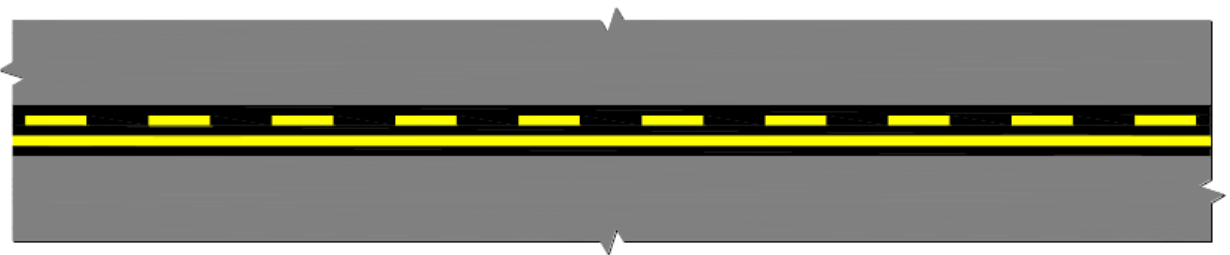
1. Dashed lines for the enhanced taxiway centerline marking are 6 inches (15 cm) in width and separated 6 inches (15 cm) from the taxiway centerline. This applies to both 6 inches (15 cm) and 12 inches (30 cm) taxiway centerline markings.
2. The taxiway centerline markings may be shifted left or right to avoid interference with the taxiway centerline lights.

- 3.4.4.2** *Runway Holding Position Markings* are located across each taxiway that leads directly onto a runway. These markings are made up of **two solid lines and two broken yellow lines** and denote runway holding position markings. These markings are always co-located with a Runway Holding Position Sign. A vehicle operator must not cross from the solid-line side of the marking without first obtaining clearance.



#### Runway Holding Position Marking

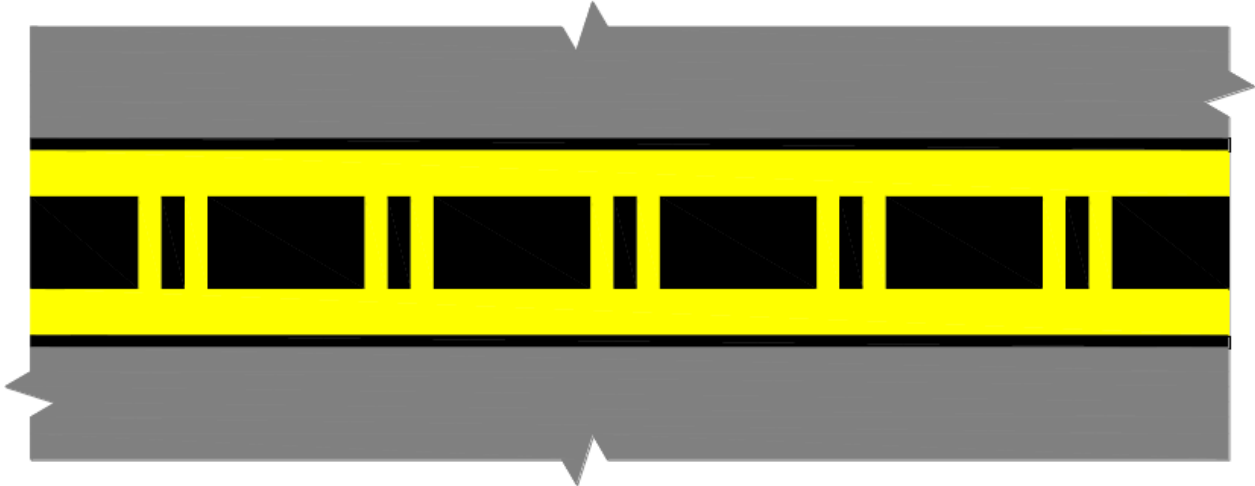
- 3.4.4.3** *Non-Movement Area Boundary Markings* consist of two yellow lines (one solid and one dashed). The solid line is located on the non-movement area side, while the dashed yellow line is located on the movement area side. A vehicle operator is not to cross from the solid-line side without first contacting the ATCT and obtaining a clearance to operate on the movement area



#### Non-Movement Area Boundary Marking

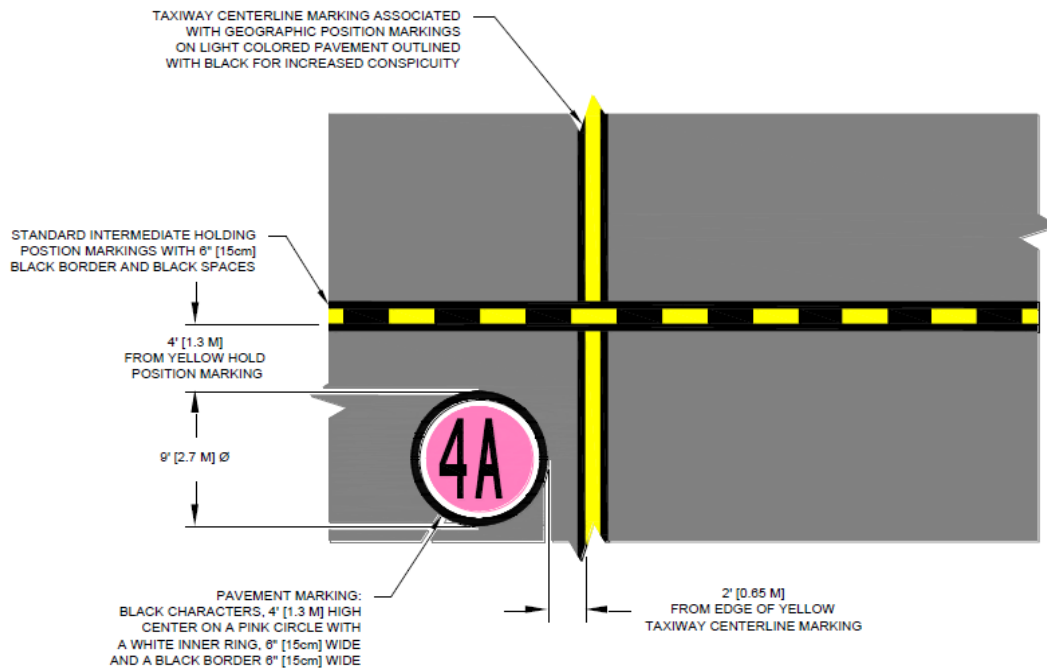
- 3.4.4.4** *Instrument Landing System (ILS) Critical Area Holding Position Markings* are comprised of **two parallel yellow lines** with lines running perpendicular between the two parallel yellow lines. These markings identify the location on a taxiway where an aircraft or vehicle is to stop when it does not have clearance to

enter ILS critical areas. The ILS critical area must remain clear, especially in inclement weather. If a vehicle proceeds past this ILS marking, it might cause a false signal to be transmitted to the landing aircraft.



**ILS Hold Position Marking**

- 3.4.4.5** *The geographic position marking (GPM)* is used repeatedly along a designated taxi route to serve as an indicator of a location (a spot) so that pilots can confirm holding points or report their location while taxiing during periods of low-visibility operations.



### Geographic Position Markings

#### 3.5 Runways (*Use Airport Specific Examples*).

- 3.5.1 Designations.** Runways are areas where aircraft land and take off. Runways are always designated by a number such as 1 or 19. The number indicates the compass heading of the runway. An aircraft taking off on runway 19 is headed 190 degrees. In the event of parallel runways, a letter designation is added to indicate either the right or left runway; e.g., **1L-19R, 1R-19L**.
- 3.5.2 Lighting.** Runways are lighted with a variety of colored lights.
- 3.5.2.1 Runway Edge Lights** are white. If the runway has an **instrument approach**, the last 2,000 feet of the runway will be yellow in color.
- 3.5.2.2 Runway Centerline Lights** are white except for the last 3,000 feet of the runway, where they begin to alternate **red** and **white**. For the last 1,000 feet of runway the centerline lights are all **red**.
- 3.5.2.3 Runway Touchdown Zone Lights** are white.
- 3.5.2.4 Runway End/Threshold Lights** are split lenses that are **red/green**.
- 3.5.3 Signs.**
- 3.5.3.1 Mandatory Holding Position Signs for Runways** have white numbering/lettering with a black outline on a red background with a white border. These are located at each entrance to a runway and at the edge of the runway safety area/obstacle-free zone and are co-located with runway holding position markings.

**Do not proceed beyond these signs until clearance is given by the ATCT to enter onto the runway.**



### **Holding Position Sign**

- 3.5.3.2** *Instrument Landing System (ILS) Holding Position Signs* have white letters with a black outline on a red background with a white border. These signs tell pilots and vehicle operators where to stop to avoid interrupting a type of navigational signal used by landing aircraft. This is a critical area, and a vehicle/equipment operator must remain clear of it (*use airport-specific policy*). If a vehicle proceeds pass this microwave landing system/ILS marking, it may cause a false signal to be transmitted to the landing aircraft.



### **ILD Hold Sign**

- 3.5.3.3** *Holding Position Signs for Runway Approach Areas.* The inscription on a sign for a runway approach area is the associated runway designation followed by a dash and the abbreviation APCH for approach. This sign has **white numbering with a black outline on a red background with a white border**. The sign is installed on taxiways located in approach areas where an aircraft on a taxiway would either cross through the runway safety area or penetrate the airspace required for the approach or departure runway.





**Approach Sign**

- 3.5.3.4** *Runway Distance Remaining Signs* provide distance remaining information to pilots during takeoff and landing operations. They have white numbering on a black background. The number on the sign provides the remaining runway length in 1,000-foot increments.



**Runway Distance Remaining Sign**

- 3.5.3.5** *Runway Exit Sign* is a destination sign located prior to the runway/ taxiway intersection on the side and in the direction of the runway where the aircraft is expected to exit. This sign has **black lettering** and a **directional arrow** on a **yellow background**.



**Direction/Runway Exit Sign**

**3.5.4** **Markings.**

- 3.5.4.1** *Pavement markings on a runway are white.* Runway Threshold Markings and Runway Threshold Bars, Runway Aiming Point Markings, Runway Designation Markings, Runway Touchdown Zone Markings, Runway Centerline Markings, Runway Side Stripes, and Displaced Threshold Markings are white. The only non-white lines on a runway are yellow lead-in/-off lines that

extend from the runway centerline and hold lines for a specific operation known as land and hold short.

#### Section 4. Communications

- 4.1** Any vehicle driving and anyone taxiing, or towing an aircraft on the movement areas (**runways and taxiways**) must have contact with the ATCT or be capable of monitoring and transmitting on the CTAF. Vehicle operators, anyone taxiing, or towing an aircraft must always monitor the appropriate radio frequency when in the movement areas on controlled airports. Permission must be requested and clearance given prior to driving, taxiing, or towing an aircraft on a movement area. A vehicle that is equipped with a radio and a driver who is movement area qualified may escort vehicles or anyone towing an aircraft without radios; these vehicles must stay under the control of the escort at all times. When a movement area is closed for construction, vehicles may traverse that area without ATCT contact but must be escorted if their travels require them to cross an active movement area or the protected area of the RSA.
- 4.2** The ATCT controller may use separate or common radio frequency to control all ground traffic, vehicle, and aircraft in the movement areas. These frequencies are only to be used to get clearance onto and off the movement areas. When the ATCT is closed, the CTAF can be used to announce a driver's intentions when operating within the movement area.
- 4.3** **Phraseology.** Vehicle operators and anyone taxiing or towing an aircraft must contact the ATCT ground controller each and every time they proceed onto or leave the movement area. When proceeding onto a movement area, vehicle operators and anyone taxiing or towing an aircraft must tell the controller three things: **WHO you are, WHERE you are, and WHAT your intentions are.** Vehicle operators must always acknowledge all communications with ATC phraseology i.e. read back the clearance with their vehicle, tug or aircraft identification so ground control and other persons know that the message was received. **Vehicle operators must always give aircraft and ground control transmissions priority unless an emergency exists.** Very high frequency frequencies are for the primary use of aircraft and ATCT personnel. Some typical transmissions are as follows:
- Vehicle: (AIRPORT NAME) ground control; this is Airport 21 vehicle at Charlie 6. Request permission on all taxiways for a pavement inspection.”
  - Vehicle: (AIRPORT NAME) ground control; this is Airport 21 vehicle at Taxiway Alpha. Request clearance south on runway 19 right for a light inspection.”
  - Anyone taxiing or towing an aircraft: (AIRPORT NAME) ground control; this is (Airline personnel or maintenance) taxi, and Aircraft identification number, at, blast fence, gate#, apron name, request taxi (or tow) to gate#, or terminal name.

Reply transmissions may be brief, such as—

- ATCT: “Airport 21 vehicle, hold short of runway 19 right.”
- Driver: “Airport 21 vehicle holding short of runway 19 right.”
- ATCT: “Airport 21 vehicle cleared off south on runway 19 right.”
- “Please expedite, landing aircraft on a 10 mile final for runway 19 right.”
- Driver: “Airport 21 vehicle proceeding off south on runway 19 right will expedite.”

- Driver: “Ground control, Airport 21 vehicle is off of runway 19 right.

ATCT Communication with anyone taxiing or towing an Aircraft.

- ATCT: "Sunrise 21, N1234, or tug XXX, taxi/tow to terminal 5, via taxiway A, C, Z. (If the clearance includes to hold short of a runway, hold short of that specific runway)
- Anyone: “Sunrise 21, N1234, or tug XXX, taxi/tow to terminal 5, via A, C, Z Terminal hold short of runway 19 right.” (If the clearance includes to hold short of a runway, repeat the runway to hold short of.)

**NOTE:** If you are unsure what the controller has said, or if you don't understand an instruction, you can ask the controller to repeat it. Good communications only occur when each party knows and understands what the other is saying.

#### 4.4 Common Use Phrases. (Reference Pilot Controller Glossary Aeronautical Information Manual)

What Is Said:	What It Means:
Acknowledge	Let me know you have received and understand this message.
Advise Intentions	Let me know what you plan to do and do not do it until ATCT provides authorization.
Affirmative	Yes.
Correction	An error has been made in the transmission, and the correct version follows.
Go Ahead	Proceed with your message only.
Hold/Hold Short	Phrase used during ground operations to keep a vehicle or aircraft within a specified area or at a specified point while awaiting further clearance from air traffic control.
How do you hear me?	Question relating to the quality of the transmission or to determine how well the transmission is being received.
Immediately or without delay	Phrase used by ATC when such action compliance is required to avoid an imminent situation.
Negative	"No" or "permission not granted" or "that is not correct."
Out	The radio conversation is ended, and no response is expected.
Over	My radio transmission is ended, and I expect a response

<b>What Is Said:</b>	<b>What It Means:</b>
Read Back	Repeat my message to me.
Roger	I have received all of your last transmission.
Stand By	Means the controller or pilot must pause for a few seconds, usually to attend to other duties of a higher priority. Also means to wait as in "stand by for clearance." The caller can reestablish contact if a delay is lengthy.
Unable	Indicates inability to comply with a specific instruction, request, or clearance.
Verify	Request confirmation of information.
Wilco	I have received your message, understand it, and will comply with it.

**4.5 Phonetic Aviation Alphabet.** Because some letters have similar sounds, like B and P, the international aviation industry uses the following words to reduce confusion. For example; Taxiway B would be referred to as Taxiway Bravo on the radio.

<b>A</b>	Alpha	<b>N</b>	November
<b>B</b>	Bravo	<b>O</b>	Oscar
<b>C</b>	Charlie	<b>P</b>	Papa
<b>D</b>	Delta	<b>Q</b>	Quebec
<b>E</b>	Echo	<b>R</b>	Romeo
<b>F</b>	Fox-Trot	<b>S</b>	Sierra
<b>G</b>	Golf	<b>T</b>	Tango
<b>H</b>	Hotel	<b>U</b>	Uniform
<b>I</b>	India	<b>V</b>	Victor
<b>J</b>	Juliet	<b>W</b>	Whiskey
<b>K</b>	Kilo	<b>X</b>	X-Ray
<b>L</b>	Lima	<b>Y</b>	Yankee
<b>M</b>	Mike	<b>Z</b>	Zulu

**4.6 ATCT Light Gun Signals.** Air traffic controllers have a backup system for communicating with aircraft or ground vehicles if their radios stop working. The controller has a light gun in the tower that can send out different colored lights to tell the pilot or driver what to do.

If a vehicle operator or anyone taxiing or towing an aircraft experiences a radio failure on a runway or taxiway, the operator can vacate the runway as quickly and safely as possible and contact the ATCT by other means, such as a cellular telephone, and advise the ATCT of the situation. If this is not practical, then the driver, or anyone taxiing or towing an aircraft after vacating the runway, can turn the vehicle, tug or aircraft toward the tower and start flashing the vehicle, tug, or aircraft (landing lights) headlights and wait for the controller to signal with the light gun.

ATC Light Signals, and their meaning, are as follows:

### Light Signal Meanings

Color and type of signal	Aircraft on the ground	Aircraft in flight	Movement of vehicles, equipment and personnel
Steady green	Cleared for takeoff	Cleared to land	Cleared to cross; proceed; go
Flashing green	Cleared to taxi	Return for landing (to be followed by steady green at the proper time)	Not applicable
Steady red	Stop	Give way to other aircraft and continue circling	Stop
Flashing red	Taxi clear of landing area or runway in use	Airport unsafe- Do not land	Clear the taxiway/runway
Flashing white	Return to starting point on airport	Not applicable	Return to starting point on airport
Alternating red and green	General Warning Signal- Exercise Extreme Caution	General Warning Signal- Exercise Extreme Caution	General Warning Signal- Exercise Extreme Caution

**4.7 Safety.** The FAA defines runway incursion as any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle or person on the protected area of a surface designated for the landing and take-off of aircraft.

**4.7.1 Runway Incursions.** Runway incursions are primarily caused by error in one or more of the following areas:

- Pilot/Anyone taxiing or towing an aircraft/ground and vehicle/controller communication failure
- Airport unfamiliarity
- Loss of situational awareness and not using a current airport diagram

An example of an incursion is a vehicle at an airport with an operating ATCT straying onto a runway in front of an aircraft causing the pilot to take an action to avoid a collision.

**4.7.2 Right-of-Way.** When driving on the airfield, vehicle operators and anyone taxiing or towing an aircraft need to always be aware of their location and the meaning of all pavement markings, lights, and signs. When on the aprons and

taxiways, stay away and steer clear of aircraft. **Aircraft always have the right-of-way.**

**NOTE:** Any individual involved in a runway incursion can receive remedial airfield drivers, taxiing or towing an aircraft training given by the (AIRPORT OPERATOR or their designated representative). Remedial drivers training is not in lieu of the airport operators established consequences of non-compliance with the airport operator's drivers training program, remedial drivers training is in addition to the airport operator's implementation of a progressive penalty program. Remedial drivers training is not considered acceptable consequences of noncompliance

*This is an appropriate place to describe an individual airport's runway and taxiway identification system. In addition to the system description, the FAA recommends that the airport operator provide a runway (RY) and taxiway (TWY) diagram, especially if the airport's identification system varies from the norm or is otherwise complicated.*

# SAMPLE

## GROUND VEHICLE OPERATIONS & TAXIING OR TOWING AN AIRCRAFT FAMILIARIZATION PROGRAM

### TRAINING RECORD

Employee's Name: \_\_\_\_\_

Employee's Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Driver's License State and Number: \_\_\_\_\_

Driver's License Expiration Date: \_\_\_\_\_

I agree to abide by all rules and regulations prescribed for the operations of a vehicle within the airport operations area.

Vehicle Operator: As of this time, I certify that I hold a current and valid driver's license. If for any reason my license becomes invalid, I will notify the (AIRPORT OPERATOR) immediately.

**Anyone Taxiing or Towing an Aircraft:** I certify that I hold a current and valid FAA A&P certificate, are authorized by my maintenance facility or operator to taxi or tow their aircraft and trained by my company to start, run, and taxi or tow that particular type of aircraft. Further, the operator will ensure that during an aircraft towing operation, a trained person or pilot will attend the aircraft controls during the operation. Operations with a "Towbarless tractor", with maximum gross weight of 12,500 pounds or greater, there will be a trained person in the cockpit that can stop the aircraft if the tow bar breaks. If for any reason my company authorization becomes invalid, I will notify the (AIRPORT OPERATOR) immediately.

Sign your name and indicate today's date below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

**PERMITTED VEHICLE OPERATING AREAS**

**Location**

- General Aviation Apron
- Air Carrier/Terminal Apron
- Firehouse
- Air Cargo
- Tie-downs
- General Aviation Hangars
- All Areas

***I certify that the above named individual has satisfactorily completed the Driver and Anyone Taxiing or Towing an Aircraft Training Program.***

Instructor's Signature:

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**APPENDIX C. SAMPLE LETTER OF AGREEMENT GUIDANCE AND DETAILS**

(Insert Airport Operator/ Authority) Federal Aviation Administration (FAA) (Insert Air Traffic Control Tower (ATCT) associated with Airport), (Insert Technical Operations Maintenance (Tech Ops)), and (Insert Tenants, Fix Base Operations (FBO), or Department of Defense (DoD) as required).

**LETTER OF AGREEMENT (LOA)****Effective: Date Here****SUBJECT: Requirements for Operating in the Runway Safety Areas (RSAs)****1. Purpose.**

**1.1** This Letter of Agreement (LOA) defines the responsibilities and procedures parties entering into this agreement must consider for accessing, operating, and exiting the airport's RSA during air carrier or aircraft operations. The LOA will typically be between the Airport Operator/Authority, Air Traffic Control Tower, and Technical Operations. However, it may include others agencies such as airport tenants, Fix Base Operators or Department of Defense.

**2. Cancellation.** Previous letter (date) is cancelled.**3. Responsibilities.**

**3.1** Each line of business identified in Para 1.1 has some responsibility for ensuring the RSA is protected during air carrier or aircraft operations. In order to ensure that responsibility is covered for any given airport, a list of responsibilities by line of business is identified in the ensuing paragraph. The list of responsibilities are not all inclusive, but should be used as a framework to build specific airport requirements for accessing, operating, or exiting their RSA.

**3.1.1** Airport Operator responsibilities will be to:

**3.1.1.1** Identify the movement area which consists of the runways, taxiways, and other areas of the airport that aircraft use for taxiing, takeoff, and landing, exclusive of loading aprons and aircraft parking areas.

**3.1.1.2** Include an Attachment 1 depicting the established movement area with the identified RSA.

**3.1.1.3** Establish the premise that the RSA shall normally be clear at all times during air carrier/aircraft operations.

**3.1.1.4** Develop a procedure that permits vehicles or equipment to be in the RSA for a limited amount of time. (Examples may include scheduled or unscheduled NAVAID maintenance or repair,

mowing operations, or other airport safety related circumstances where personnel and equipment will be in the RSA during air carrier/aircraft operations). When circumstances allow, drivers may drop off needed equipment within the RSA and park the vehicle outside the RSA if practicable.

- 3.1.1.5** Establish procedures for entry/exit from RSA based on conditions at the airport, e.g. inclement weather, night operations, construction, etc.
- 3.1.1.6** 3.1.1.6. Collaborate with ATCT on establishing required radio frequency for RSA entry/exit.
- 3.1.1.7** 3.1.1.7. Identify specific/general RSA entry/exit location(s).
- 3.1.1.8** 3.1.1.8. Ensure/establish positive control procedures for entry/exit of RSA.
- 3.1.1.9** 3.1.1.9. Establish/monitor communication procedures for the entry/exit of the RSA.
- 3.1.1.10** 3.1.1.10. Address both vehicle/pedestrian operations in the RSA. (List not all inclusive.)
  - During air carrier operations.
  - Emergency responses to the RSA.
  - Maintenance of NAVAIDs, signs, and lighting outside of the movement area.
  - Vehicle operation (i.e. Wildlife Biologist, Tech Ops, etc.).
- 3.1.1.11** Establish non-towered procedures for entry/exit of the RSA, e.g. CTAF, PCL utilization.
- 3.1.1.12** Accomplish coordination for activities that can occur in the RSA during air carrier operations.
- 3.1.1.13** Provide/supplement training for operators with permission to enter/exit the RSA.
- 3.1.1.14** Collaborate with all airport agencies in describing any enforcement action for violating RSA entry/exit procedures.
- 3.1.1.15** Establish monitoring/assurance tracking matrix to gauge compliance with RSA procedures.
- 3.1.2** Air Traffic Control Tower responsibilities will be to:
  - 3.1.2.1** Collaborate with the airport operator on RSA entry/exit requirements.

- 3.1.2.2 Perform controller training on RSA procedures based on requirements established by the airport operator.
- 3.1.2.3 Accept/accomplish positive control of vehicle/pedestrians while in the RSA. A clearance by ATCT to proceed into an active RSA is also required (see 7110.65, 3-1-5). Permit vehicle operator's or maintenance personnel with equipment (in direct communications with the control tower), authorization to operate up to the edge of an active runway surface when necessary (e.g. between air carrier operations during agreed upon emergency situations).
- 3.1.2.4 Collaborate with the airport operator on establishing required radio frequency for RSA entry/exit.
- 3.1.3 Technical Operation responsibilities will be to:
  - 3.1.3.1 Collaborate with the airport operator and air traffic control tower on permission to operate in the RSA.
  - 3.1.3.2 Adhere to any established RSA entry/exit procedures identified at the airport.
  - 3.1.3.3 Coordinate/obtain prior permission from the airport operator to enter the RSA during air carrier operations.
  - 3.1.3.4 Obtain/accept training on procedures for entering/exiting the RSA at the airport as established by the airport operator.
  - 3.1.3.5 Maintain positive radio communication with controlling authority while operating in the RSA.
  - 3.1.3.6 Collaborate with airport operator, air traffic control tower on procedures for entering the RSA.
  - 3.1.3.7 Coordinate/establish specific routes of travel with the airport operator to access equipment located in the RSA.
  - 3.1.3.8 Accept responsibility and enforcement actions that airport operator levies for procedural violations.
- 3.1.4 Tenants, Fix Base Operations (FBO), or Department of Defense (DoD) responsibilities will be to:
  - 3.1.4.1 Accept all RSA entry/exit requirements that apply as prescribed by the airport operator.

**4. Attachments.**

**4.1** Attachment 1 - Airport diagram denoting Movement Areas with RSA delineated.

**5. Deviations.**

**5.1** Deviations from procedures identified herein must be approved only after coordination between the Airport Operator/Authority, Air Traffic Control Tower, Tech Ops, or any other agency that are signatory on the LOA. At Non-towered locations, the Airport Operator/Authority, Tech Ops, and any other agency that are signatory on the LOA are the approval authority.

Name  
Air Traffic Manager  
Airport Traffic Control Tower

Name  
Technical Operation Manager  
Tech Operation

Name  
Director of Operations  
Metropolitan Airports Commission

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# LONE PINE AIRPORT

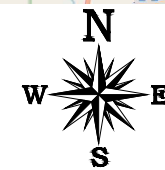
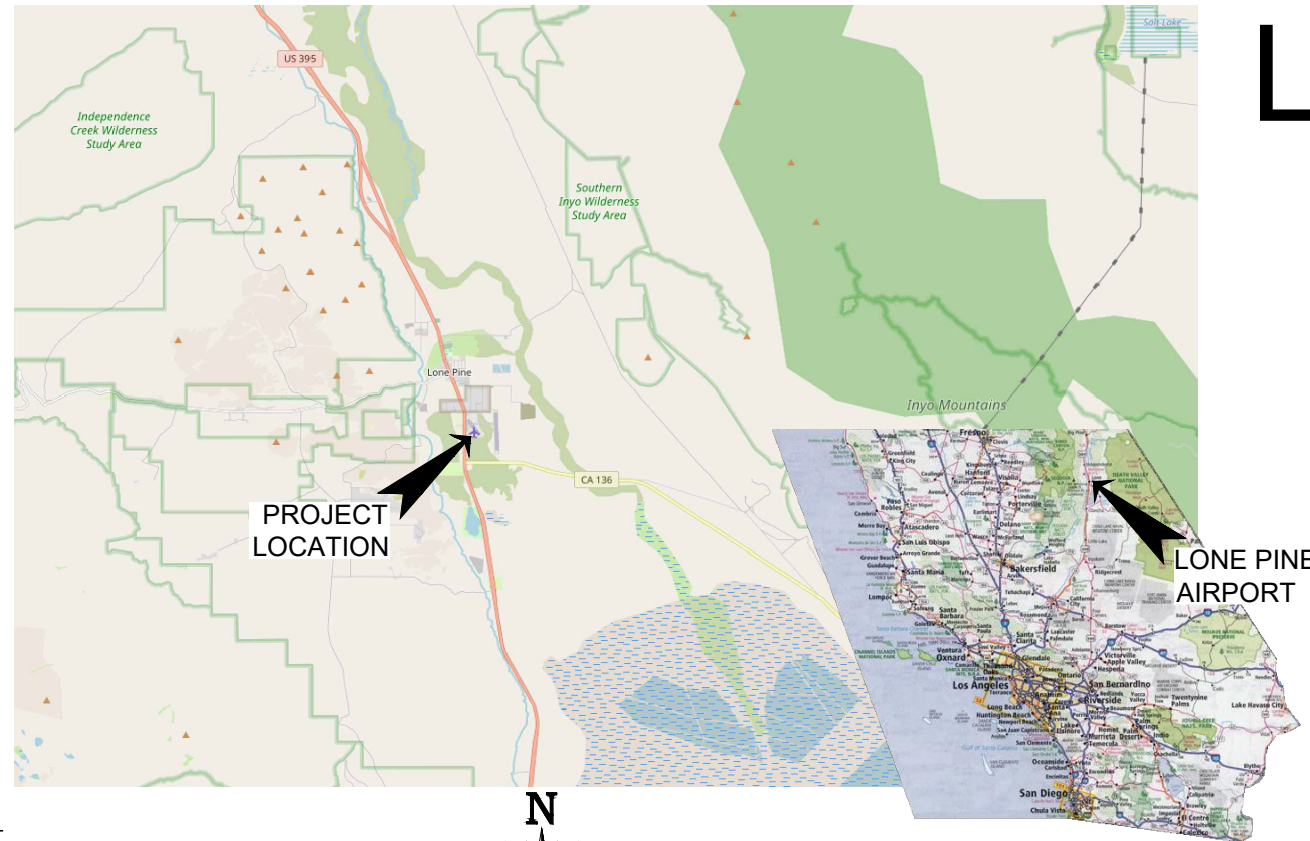
## LONE PINE, CALIFORNIA

### CONSTRUCTION DRAWINGS

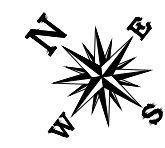
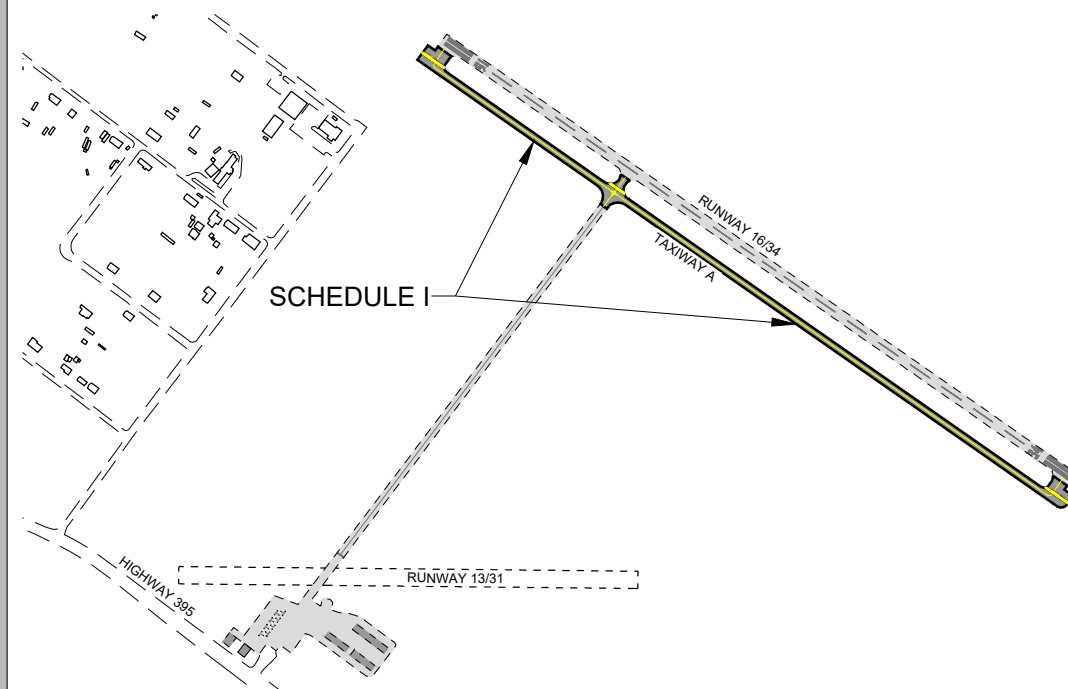
AIP No. 3-06-0126-018-2023

ACI No. 236957

MARCH 2023



VICINITY MAP  
NOT TO SCALE



KEY MAP  
NOT TO SCALE

DESIGNED BY:

DATE

REGISTERED PROFESSIONAL ENGINEER

DATE

REVIEWED BY AND PREPARED UNDER MY DIRECT SUPERVISION

**SCHEDULE I**  
RESURFACE TAXIWAY A  
& CONNECTORS

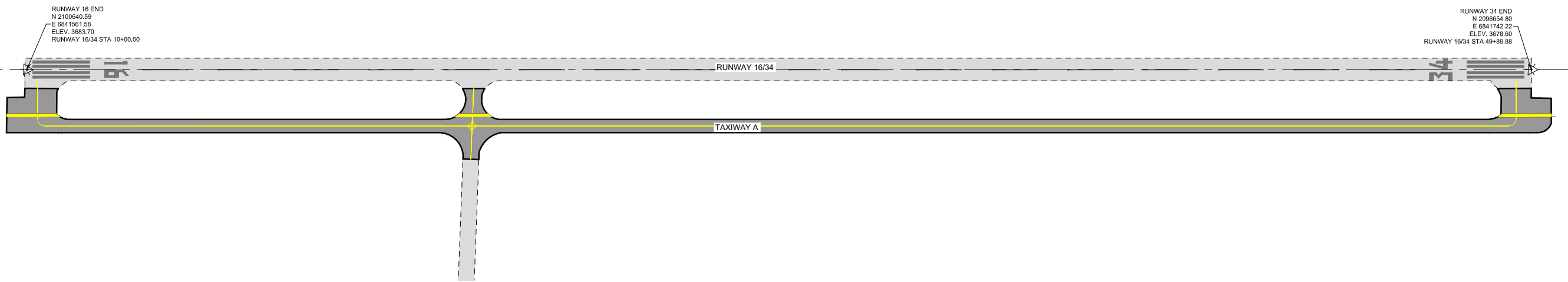
#### INDEX TO SHEETS

COVER SHEET	1.1
GENERAL NOTES, LEGEND & SURVEY CONTROL	1.2
MARKING REMOVAL PLAN & DETAILS	2.1
MARKING PLAN & DETAILS	3.1 - 3.2
CONSTRUCTION SAFETY & PHASING PLAN	ATTACHED

SHEET 1.1

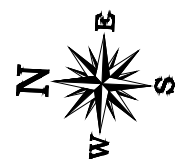


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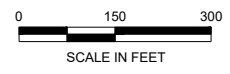


RUNWAY 34 END  
N 2096654.80  
E 6841742.22  
ELEV. 3678.60  
RUNWAY 16/34 STA 49+88.88

RUNWAY 16 END  
N 2100640.59  
E 6841561.58  
ELEV. 3683.70  
RUNWAY 16/34 STA 10+00.00



AIRPORT LAYOUT & SURVEY CONTROL



LEGEND

	EXISTING SPOT ELEVATION		PROPOSED FINISHED GRADE ELEVATION
	EXISTING GROUND CONTOUR (5' INTERVAL)		PROPOSED GROUND CONTOUR (1' INTERVAL)
	EXISTING RUNWAY EDGE LIGHT		PROPOSED RUNWAY EDGE LIGHT
	EXISTING TAXIWAY EDGE LIGHT		PROPOSED TAXIWAY EDGE LIGHT
	EXISTING RETROREFLECTIVE MARKER		PROPOSED TAXIWAY RETROREFLECTIVE MARKER
	EXISTING SPLICE BASE / PULL BOX		PROPOSED SPLICE BASE / PULL BOX
	EXISTING AIRFIELD SIGN		PROPOSED AIRFIELD SIGN
	EXISTING BEACON		PROPOSED BEACON AND TOWER
	EXISTING WIND CONE		PROPOSED LIGHTED WIND CONE
	EXISTING SEGMENTED CIRCLE		PROPOSED SUPPLEMENTAL WIND CONE
	EXISTING PAPI / VASI		PROPOSED SEGMENTED CIRCLE
	EXISTING REIL		PROPOSED PAPI
	EXISTING AWOS/ASOS/UNICOM		PROPOSED REIL
	EXISTING TIEDOWN ANCHOR		PROPOSED AWOS
	EXISTING UTILITY POLE		PROPOSED TIEDOWN ANCHOR
	EXISTING AREA LIGHT		PROPOSED UTILITY POLE
	EXISTING GUY		PROPOSED AREA LIGHT (S)
	EXISTING PAD MOUNTED TRANSFORMER		PROPOSED AREA LIGHT (S)
	EXISTING UTILITY PEDESTAL		PROPOSED ELECTRIC TRANSFORMER
	EXISTING UTILITY METER		PROPOSED MANHOLE
	EXISTING MANHOLE / CLEAN-OUT		PROPOSED SANITARY SEWER CLEAN-OUT
	EXISTING AREA INLET / CATCH BASIN		PROPOSED STORM DRAIN INLET
	EXISTING FIRE HYDRANT		PROPOSED FIRE HYDRANT
	EXISTING WATER VALVE		PROPOSED WATER VALVE
	EXISTING TREE		PROPOSED SURVEY MONUMENT
	EXISTING ROAD SIGN(S)		PROPOSED AIRFIELD POWER CABLE(S)
	EXISTING SECTION CORNER		PROPOSED COUNTERPOISE CABLE
	EXISTING SURVEY CONTROL MONUMENT		PROPOSED CONCRETE ENCASED DUCT BANK
	EXISTING PROPERTY CORNER PIN/CAP		PROPOSED CULVERT W/END SECTIONS
	EXISTING AIRFIELD POWER CABLE(S)		PROPOSED SWALE DIRECTION
	EXISTING CONCRETE DUCT BANK		PROPOSED BARBED WIRE FENCE
	EXISTING CULVERT		PROPOSED CHAIN LINK FENCE
	EXISTING SWALE DIRECTION		PROPOSED WILDLIFE FENCE
	EXISTING BARB WIRE FENCE		PROPOSED SANITARY SEWER LINE
	EXISTING CHAIN LINK FENCE		PROPOSED STORM DRAIN LINE
	EXISTING WILDLIFE FENCE		PROPOSED WATERLINE
	EXISTING SANITARY SEWER LINE		PROPOSED GAS LINE
	EXISTING STORM DRAIN LINE		PROPOSED UNDERGROUND POWER/TELE
	EXISTING WATER LINE		PROPOSED PERFORATED UNDERDRAIN W/ CLEAN-OUT
	EXISTING GAS LINE		PROPOSED NON-PERFORATED UNDERDRAIN
	EXISTING UNDERGROUND POWER OR TELE. LINE		PROPOSED SEDIMENT LOG
	EXISTING OVERHEAD POWER CABLE		PROPOSED SILT FENCE
	EXISTING UNDERGROUND COMMUNICATION LINE		PROPOSED CONCRETE PAVEMENT
	EXISTING FIBER OPTIC CABLE		PROPOSED ASPHALT PAVEMENT
	EXISTING UNDERDRAIN W/ CLEAN-OUT		PROPOSED ASPHALT/CONCRETE REMOVAL
	EXISTING CONCRETE PAVEMENT		PROPOSED GRAVEL
	EXISTING ASPHALT PAVEMENT		PROPOSED ROCK RIPRAP
	EXISTING GRAVEL		PROPOSED BUILDING
	EXISTING BUILDING		PROPOSED SEEDING AREA
	EXISTING WETLANDS		PROPOSED GRADING AREA

NOTE: LEGEND APPLIES TO ALL SHEETS IN THIS PLAN SET, IS GENERIC, AND NOT ALL SYMBOLS MAY BE IN PLAN SHEETS.

GENERAL NOTES

- ESTIMATED QUANTITIES ARE CONSIDERED APPROXIMATE ONLY EXCEPT WHERE PLAN QUANTITIES ARE SPECIFIED FOR PAYMENT. ACTUAL QUANTITIES SHALL BE DETERMINED BY FIELD MEASUREMENT OR SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE ENGINEER'S APPROVAL PRIOR TO ORDERING.
- THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY CONSTRUCTION PERMITS AS NECESSARY FOR THE PROJECT.
- THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WORK SCHEDULE AND PROPOSED CONSTRUCTION METHODS AT THE PRE-CONSTRUCTION CONFERENCE.
- THE CONTRACTOR SHALL OBTAIN APPROVAL FROM AIRPORT MANAGEMENT AND THE ENGINEER PRIOR TO ESTABLISHING CONSTRUCTION ACCESS OR HAUL ROADS. EXISTING PAVEMENT SURFACES OTHER THAN AIRFIELD PAVEMENTS SHALL BE USED TO THE MAXIMUM EXTENT POSSIBLE.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE INCLUDING RUTS PRODUCED BY VEHICLES AND EQUIPMENT IN NON-PAVEMENT AREAS WITHIN ALL CONSTRUCTION AREAS. ALL DISTURBED AREAS IN THESE LOCATIONS SHALL BE RECLAIMED AT NO ADDITIONAL COST TO THE SPONSOR. DAMAGE CAUSED TO EXISTING AIRFIELD PAVEMENTS, AIRFIELD CABLE CIRCUITS OR FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR.
- CONTRACTOR SHALL COORDINATE ALL ON-SITE WASTE MATERIAL DISPOSAL WITH ENGINEER AND AIRPORT.

NOTES TO SURVEYOR:

- THE PROJECT CONTROL IS A MODIFIED STATE PLANE COORDINATE SYSTEM.
- ALL DISTANCE UNITS ARE IN FEET AT GROUND.
- A BASE LINE WITH STATIONS AND OFFSETS HAS BEEN SET AT THE RUNWAY CENTERLINE FOR PROJECT CONTROL. ALL INFORMATION FOR THIS PROJECT WILL BE BASED ON THIS BASE LINE.
- BEFORE ANY CONSTRUCTION OPERATIONS BEGIN, CONSTRUCTION SURVEYOR TO RUN A TRAVERSE, LEVEL LOOP, AND VERIFY CONTROL. ANY DISCREPANCIES SHALL BE RESOLVED WITH PROJECT ENGINEER.
- FOR QUALITY CONTROL AND VERIFICATION PURPOSES, ANY WRITTEN SURVEY INFORMATION SUPPLIED TO ACI SHALL BE IN STATION, OFFSET, ELEVATION FORMAT.

CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS IN THE FIELD. THE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL CALIFORNIA 811 (1-800-624-2444) AT LEAST 48 HOURS BEFORE ANY EXCAVATION / EMBANKMENT TO REQUEST FIELD LOCATION OF UTILITIES.



LONE PINE AIRPORT  
LONE PINE, CALIFORNIA  
RESURFACE TAXIWAY A & CONNECTORS  
AIP No. 3-06-0126-018-2023

No.	Revision	Date	By

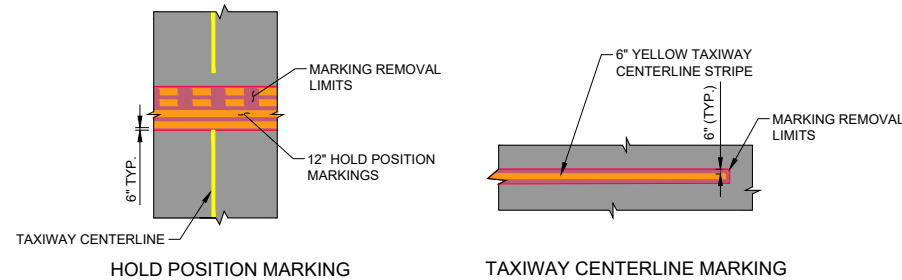
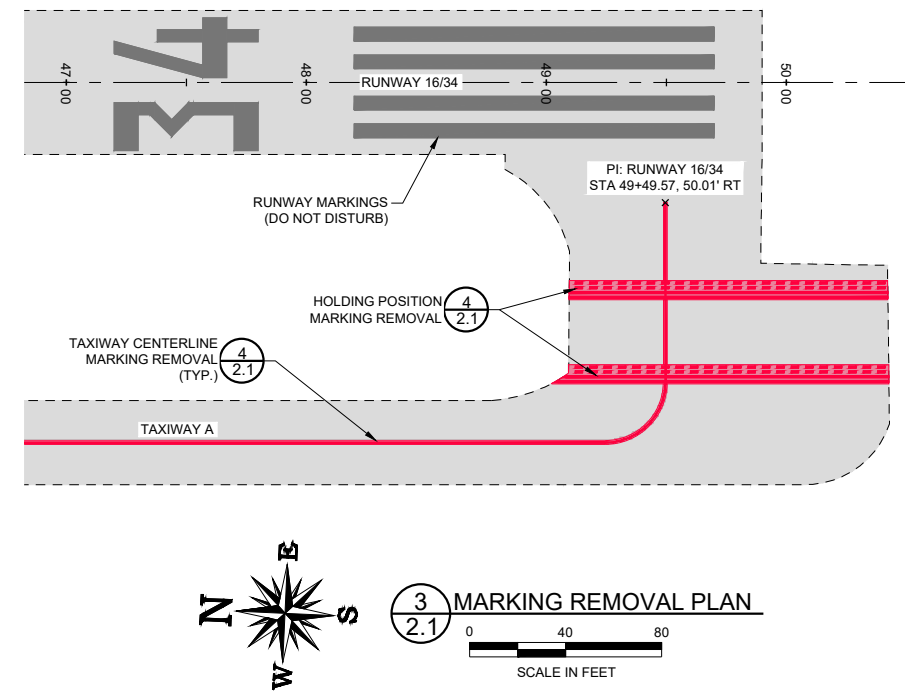
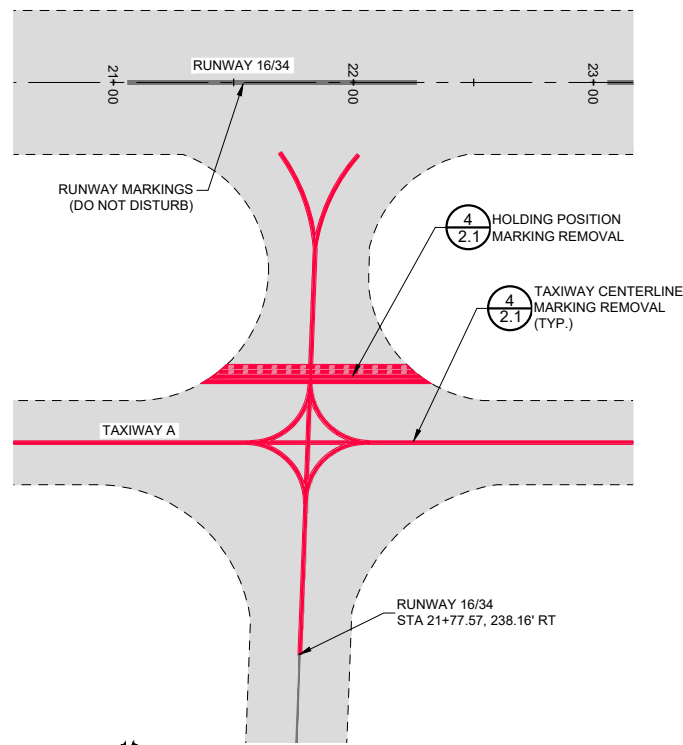
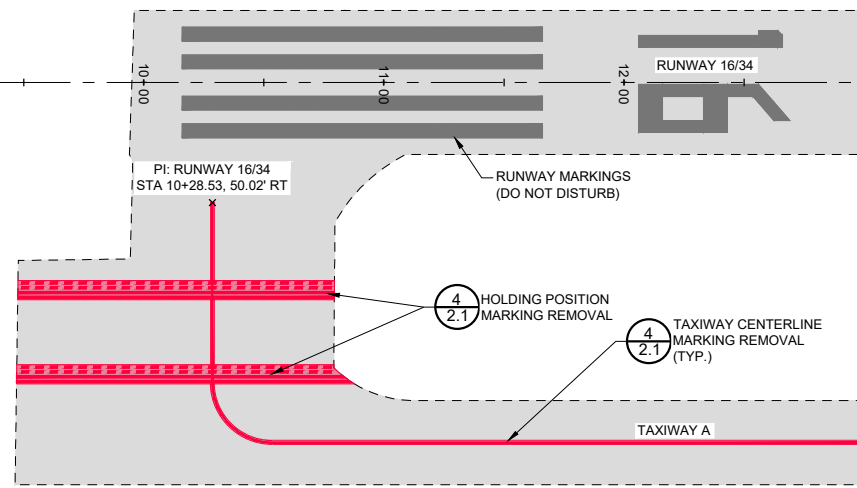
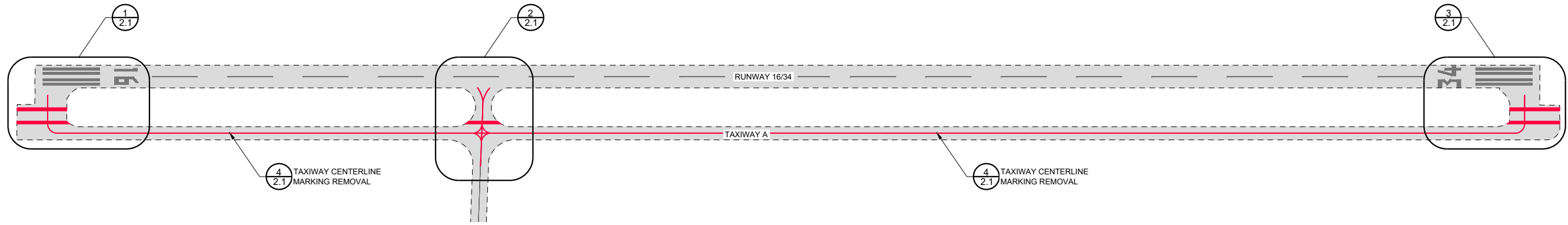
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Date: 03/2023  
File Name: 236957101

Drawn: LKB  
Checked: NCB  
Approved: CSN

GENERAL NOTES, LEGEND & SURVEY CONTROL

Sheet: 1.2

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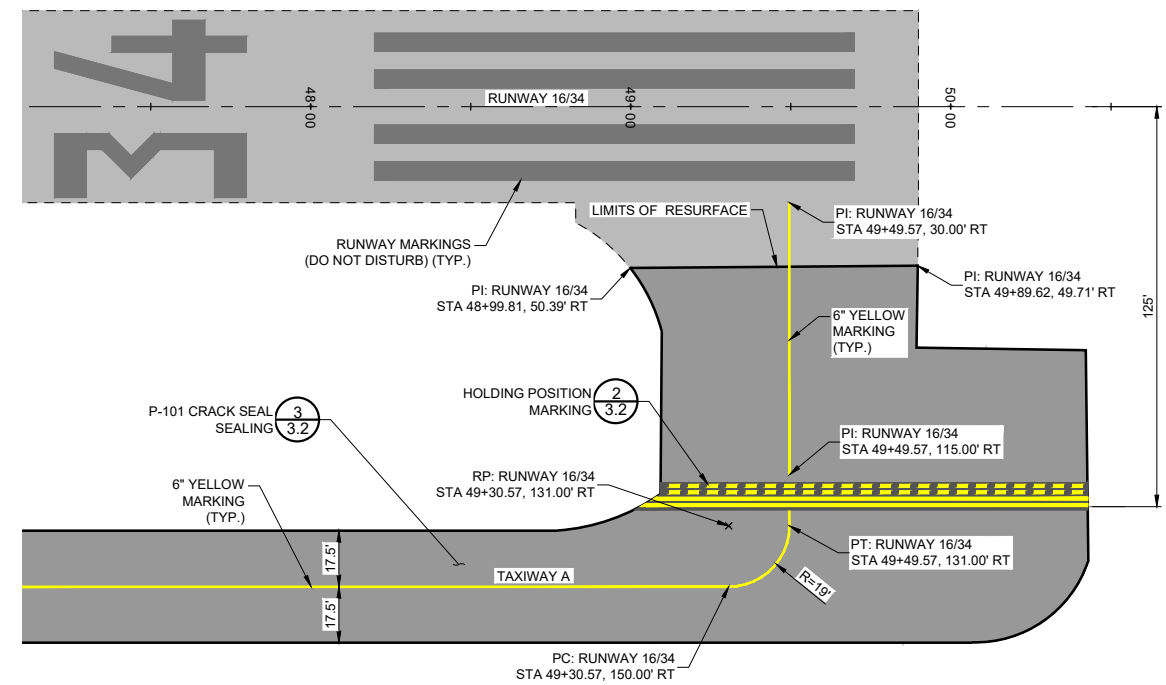
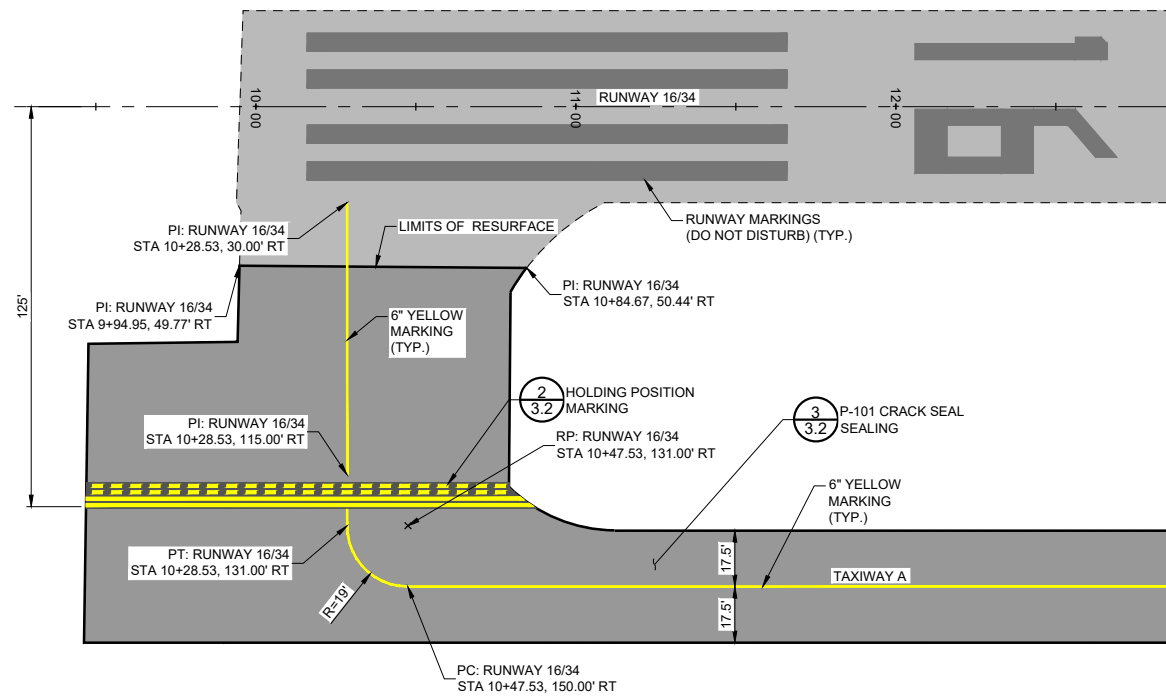
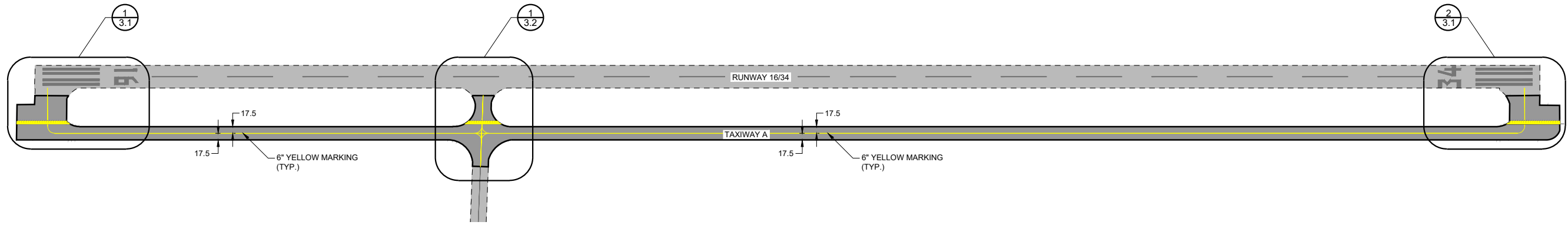
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Date: 03/2023  
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Drawn: LKB  
Checked: NCB  
Approved: CSN

MARKING  
REMOVAL  
PLAN &  
DETAILS



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- NOTES AND ABBREVIATIONS**
- ALL DIMENSIONS ARE TO THE CENTER OF YELLOW MARKINGS, UNLESS OTHERWISE NOTED.
- PI POINT OF INTERSECTION/POINT ON LINE  
 PT POINT OF TANGENCY  
 PC POINT OF CURVATURE  
 RP RADIUS POINT  
 LT LEFT  
 RT RIGHT

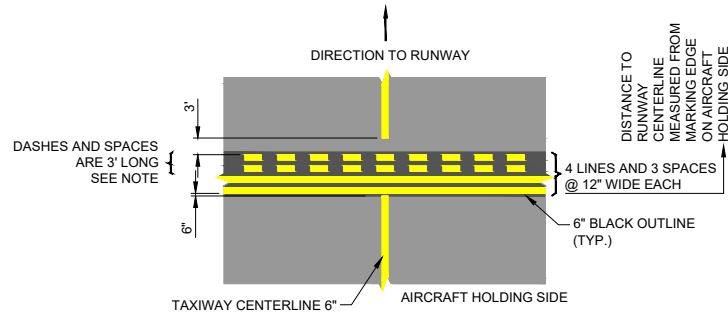
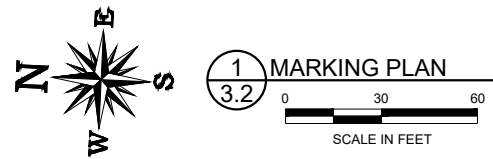
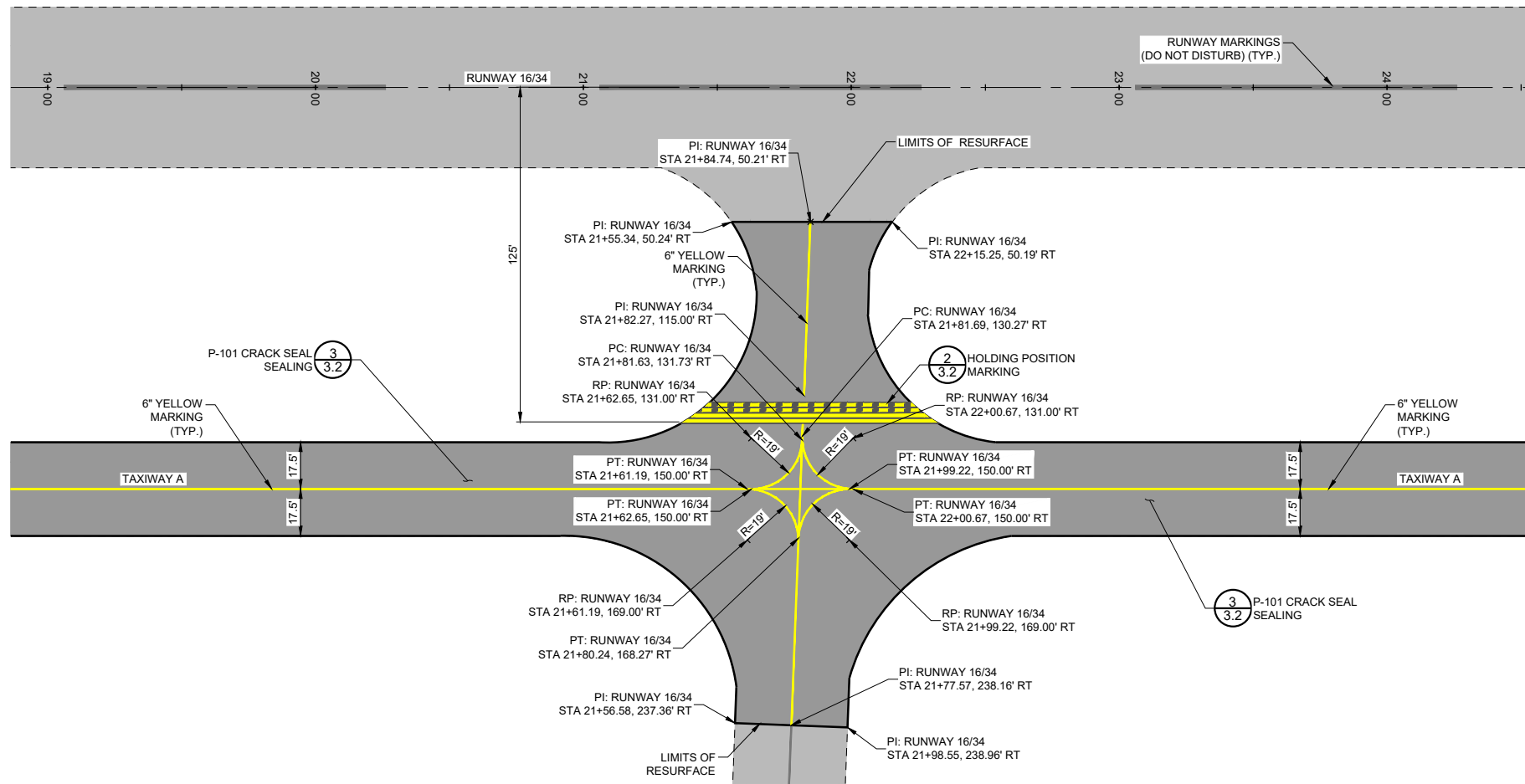
No.	Revision	Date	By

ACI No. 236957  
Date: 03/2023  
File Name: 236957103

Drawn: LKB  
Checked: NCB  
Approved: CSN

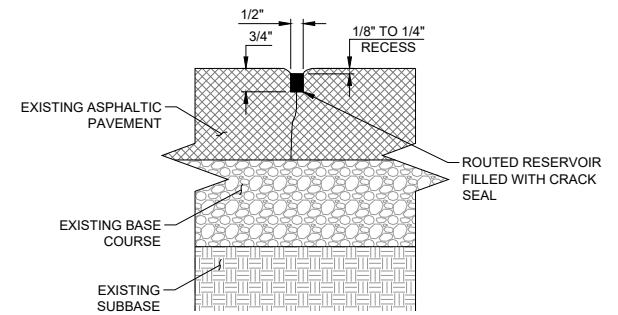
**MARKING PLAN & DETAILS**

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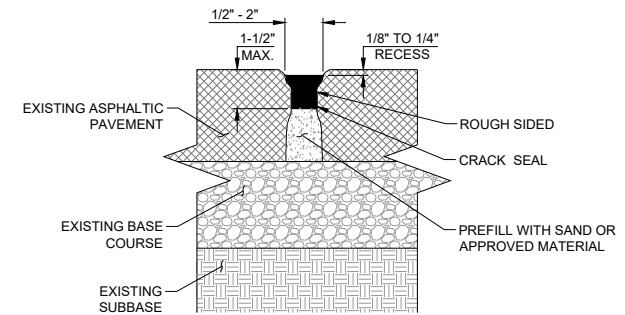


**2.3.2 RUNWAY HOLDING POSITION MARKING - PATTERN A**  
 NOT TO SCALE  
 NOTES:  
 UNLESS OTHERWISE NOTED ALL LINES ARE YELLOW.  
 BLACK BACKGROUND TO BE CONTINUOUS BETWEEN LINES & STRIPES.

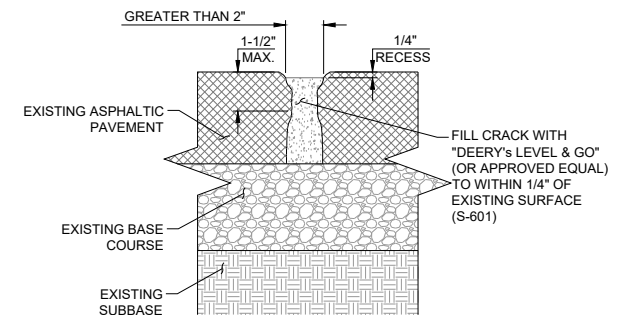
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 PT POINT OF TANGENCY  
 PC POINT OF CURVATURE  
 RP RADIUS POINT  
 LT LEFT  
 RT RIGHT



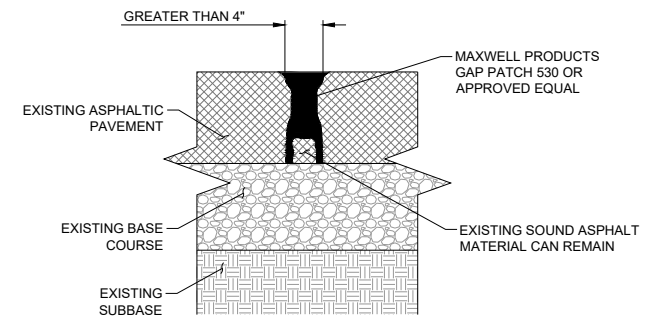
**CRACKS 1/8" - 1/2" TREATMENT**



**CRACKS 1/2" - 2" TREATMENT**



**CRACKS 2"-4" TREATMENT**



**CRACKS LARGER THAN 4" TREATMENT**

**3.3.2 P-101 CRACK SEALING**  
 NOT TO SCALE

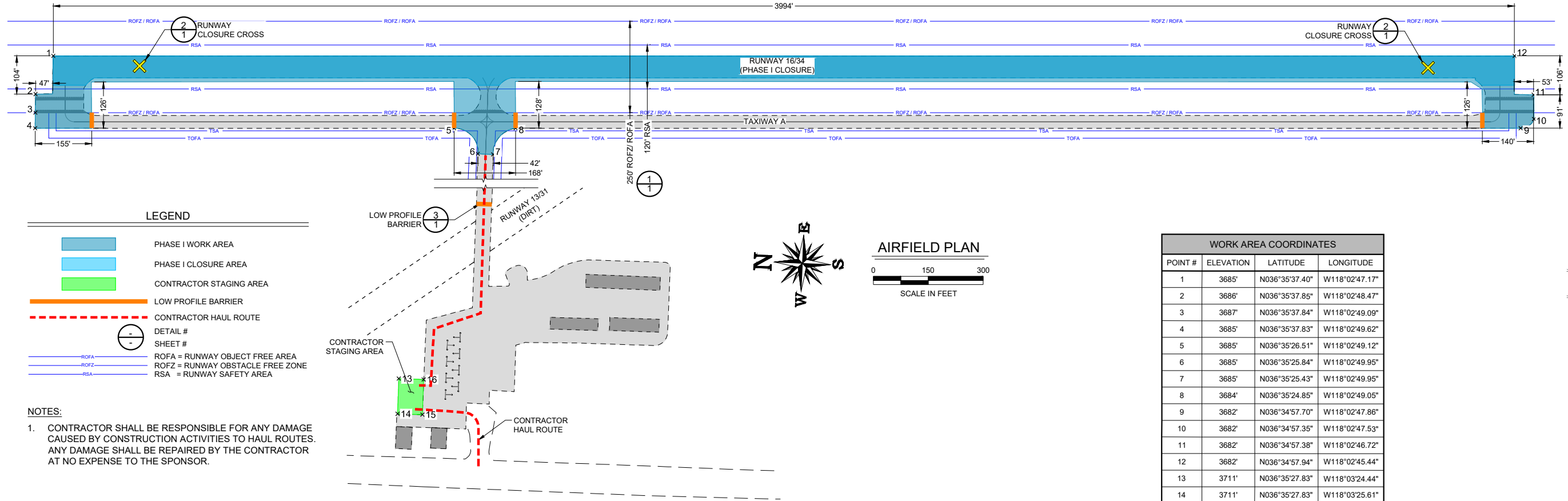
No.	Revision	Date	By

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 Date: 03/2023  
 File Name: 236957103

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 Approved: CSN

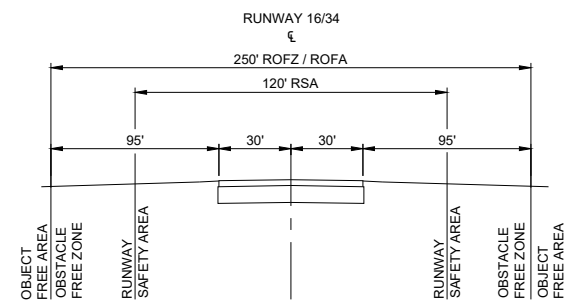
**MARKING PLAN & DETAILS**

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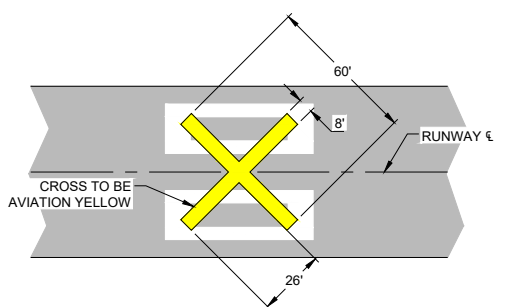
WORK AREA COORDINATES			
POINT #	ELEVATION	LATITUDE	LONGITUDE
1	3685'	N036°35'37.40"	W118°02'47.17"
2	3686'	N036°35'37.85"	W118°02'48.47"
3	3687'	N036°35'37.84"	W118°02'49.09"
4	3685'	N036°35'37.83"	W118°02'49.62"
5	3685'	N036°35'26.51"	W118°02'49.12"
6	3685'	N036°35'25.84"	W118°02'49.95"
7	3685'	N036°35'24.43"	W118°02'49.95"
8	3684'	N036°35'24.85"	W118°02'49.05"
9	3682'	N036°34'57.70"	W118°02'47.86"
10	3682'	N036°34'57.35"	W118°02'47.53"
11	3682'	N036°34'57.38"	W118°02'46.72"
12	3682'	N036°34'57.94"	W118°02'45.44"
13	3711'	N036°35'27.83"	W118°03'24.44"
14	3711'	N036°35'27.83"	W118°03'25.61"
15	3711'	N036°35'27.16"	W118°03'25.61"
16	3711'	N036°35'27.16"	W118°03'24.43"

LATITUDE AND LONGITUDES (LAT/LONG) DELINEATION OF THE CONSTRUCTION AREA AND CONTRACTOR STAGING AREA LIMITS. ELEVATIONS WERE OBTAINED FROM GOOGLE EARTH



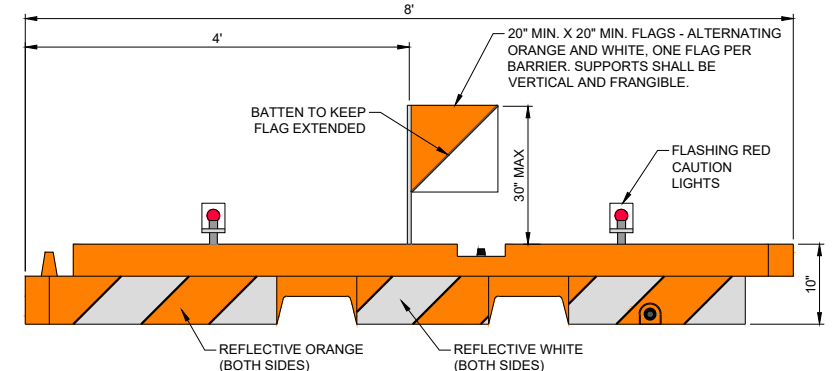
ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBJECT FREE AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

**1 SAFETY AREAS**  
NOT TO SCALE



**2 RUNWAY CLOSURE CROSS**  
NOT TO SCALE

NOTE:  
2 EACH REQUIRED PER CLOSED RUNWAY- INCIDENTAL. TO BE APPLIED OVER RUNWAY NUMERALS ON RUNWAY OR AT RUNWAY ENDS PRIOR TO RUNWAY CLOSURE. CROSSES TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.



**3 LOW PROFILE SAFETY BARRIER**  
NOT TO SCALE

- NOTES:
- BARRIER SHALL BE SHERWIN INDUSTRIES, 10" x 96" LOW PROFILE AIRPORT BARRIER, AS SHOWN, OR APPROVED EQUAL.
  - THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
  - LIGHTS MUST BE MOUNTED ON BARRIERS AND SPACED AT NO MORE THAN 10 FT.
  - THE BARRIERS SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
  - FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FEET DURING DARKNESS.
  - THE CONTRACTOR SHALL CHECK ALL BARRIERS AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRIERS AND LIGHTS BEING IN PROPER WORKING ORDER.

No.	Revision	Date	By

ACI No. 236957  
Date: 03/2023  
File Name: 236957150

Drawn: DJR  
Checked: NCB  
Approved: CSN

**CONSTRUCTION SAFETY & PHASING PLAN**





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3602

### Waiver of Landfill Gate Fees for Tire Amnesty Events Public Works - Recycling & Waste Management ACTION REQUIRED

#### ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and
- B) Authorize payment from Recycling Waste Management to American Refuse, the County's tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Recycling and Waste Management (RWM) has obtained grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for at least two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday, May 13, Sunday, May 14, 2023, Saturday, June 17 and Sunday, June 18, 2023, which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted. Recycling and Waste Management received a grant of \$40,000 which will cover the cost of advertising the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 19 inch or smaller tires, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	045700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
\$40,000 in grant revenue and associated expenditures			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to conduct tire amnesty events, but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 3/8/2023
Darcy Ellis	Approved - 3/9/2023
Teresa Elliott	Approved - 3/9/2023
Breanne Nelums	Approved - 3/9/2023
John Vallejo	Approved - 3/9/2023
Amy Shepherd	Approved - 3/9/2023
Michael Errante	Approved - 3/9/2023
Nate Greenberg	Final Approval - 3/29/2023



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3583

### Approve Job Description for Previously Authorized Position in the County Administrator's Department

#### County Administrator - Personnel

ACTION REQUIRED

**ITEM SUBMITTED BY**

Keri Oney, Assistant Personnel Director

**ITEM PRESENTED BY**

Keri Oney, Assistant Personnel Director

**RECOMMENDED ACTION:**

- A) Approve the Administrative Operations Analyst job description; and
- B) Update the title of the Assistant to the CAO (Range 74, \$5,649 - \$6,868) in the County Administrator's Department to Administrative Operations Analyst (Range 74, \$5,649 - \$6,868) in the Authorized Strength report.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The 2022/2023 budget includes an authorized "Assistant to the CAO" position at Range 74. Staff waited to fill this position until the new County Administrative Officer (CAO) was in place and could participate in defining the job duties. As the Administrative team worked through the job description, it was determined that there was a need for a stand-alone, Administration Department specific position that would work with not only the County Administrative team, but all County departments as it relates to Board priorities.

As such, the Administrative Department is requesting to establish the new CAO specific position of Administrative Operations Analyst, at Range 74. This position will perform moderately difficult and complex administrative and analytical duties and will require the use of substantial independent judgment to analyse, resolve, report on and administer complex issues that are not narrowly focused but ensure broad countrywide application. This position will also provide some secretarial support to the CAO and Administration team, while focusing most of their time on project support functions like data analysis, interpretation, and visualization; research; grantwriting; and preparing agreements, contracts, requests for proposal, and correspondence. As a valuable part of the Administration team, this position will be helping to carry projects forward and allowing the CAO to focus on matters of policy and Board support.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries/Benefits
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is fully funded for the remainder of the 2022 - 2023 Fiscal Year.			

**Future Fiscal Year Impacts**

Will create an ongoing expenditure for this position - Administrative Operations Analyst

**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve the change in Authorized Strength and not approve the job description. This is not advised, as this position has been funded, and the Administrative team has identified critical gaps we hope to fill with this position.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Administrative Operations Analyst Job Description

**APPROVALS:**

Meaghan McCamman

Created/Initiated - 3/8/2023

Darcy Ellis

Approved - 3/9/2023

Keri Oney

Approved - 3/14/2023

John Vallejo

Approved - 3/15/2023

Amy Shepherd

Approved - 3/15/2023

Nate Greenberg

Final Approval - 3/29/2023



## **ADMINISTRATIVE OPERATIONS ANALYST**

Range 74: \$67,152 - \$81,624

**DISTINGUISHING CHARACTERISTICS:** This is a senior, executive-level administrative support position within the County Administrator's Office. The Assistant to the County Administrator is responsible for completing a variety of tasks involving matters that are highly sensitive and confidential in nature which require a strong degree of discretion, good judgment, and tact. The Assistant will review, research, and evaluate data, work independently and under supervision to complete assigned projects; provide outstanding customer service while interacting with a diverse group of public stakeholders including internal contacts at all levels of the organization; perform data analysis, prepare reports, make recommendations, and conduct presentations; support budget staff and be intimately involved in the creation and management of the annual budget; participate in leadership meetings, oversee action items to ensure completion, manage, organize, and maintain the CAO's schedule and calendar, and other important files, policies, and confidential data; and coordinate travel arrangements for CAO and other officials; as well as other related duties.

This position is expected to function with a high level of autonomy and is expected to take a great degree of initiative.

### **TYPICAL DUTIES:**

Duties may include, but are not limited to, the following:

- Plans, organizes, manages, and/or oversees large and small projects in a variety of issue areas under the supervision and at the request of the CAO.
- Responds to requests for information from within the County as well as from federal, state, and local agencies; researches, analyzes, and presents information as requested.
- Monitors, researches, reviews, and analyzes existing and new legislation and examines its affect on the County's operations; makes recommendations and provides alternatives to the County, departments, or special project teams consistent with legislative guidelines and requirements.
- Prepares agreements, contracts, requests for proposal and requests for qualification, financial spreadsheets, correspondence, reports, charts, graphs and with guidance and at the request of the CAO.
- With guidance, writes, administers, and oversees grants that further County goals in a variety of different subject areas and impacting a wide variety of Departments.
- Facilitates the development and implementation of countywide programs and projects upon the request and guidance of the CAO.
- Participates in special projects; may act as lead in a team project.
- Serve as a part of the budget team in support of the annual County budget.
- Attends and participates in various board, commission and committee meetings as assigned and as a liaison from the CAO's office.

- Maintains awareness of and participation in external professional environment and resources to ensure the highest level of professional standards is applied to service delivery within the County.
- Builds and maintains positive working relationships with co-workers, County management and staff, special interest groups, and the general public utilizing principles of effective customer service.
- Performs designated administrative services.

**EMPLOYMENT STANDARDS:**

**Minimum Qualifications:**

Equivalent to graduation from a four-year college or university with major coursework in business or public administration, management, or closely related field with knowledge and understanding of governmental grant administration and monitoring; plus two years of County Government work experience; OR

Six years of office or program administrative experience performing a broad range of professional, analytical and/or administrative duties in the areas of general administration, personnel, fiscal, staff development, or program analysis work.

**Knowledge of:** The organization, services, programs, and functions of county government; services and programs of other governmental agencies; federal and state legislative and regulatory processes; principles and best practices related to data analysis, data visualization, graphic design, visual communication and presentation; technical savvy including web software and design, principles and practices of grant writing and grant management, budgeting, project management, and appropriate professional demeanor when interacting with high-level officials.

**Ability to:** Analyze situations and data and make sound decisions; present ideas and information effectively maintain confidentiality of sensitive information; work independently with minimum supervision; consult with and advise high-level officials on a wide variety of matters; multitask effectively despite interruptions; organize documents and data; keep accurate records; learn the County's budget and agenda review processes; meet strict deadlines; adjust to changing priorities; represent the County with tact, professionalism, and diplomacy; understand, interpret, and apply laws, rules, and regulations as they relate to various areas of responsibility; interact and communicate tactfully and professionally with a wide range of people, including high-level government officials, community leaders, union representatives, county employees, and members of the general public.

**Typical Physical Requirements:** Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required. Repeated hand-wrist movement required. Ability to lift and move objects weighing up to 25 lbs. Corrected vision to normal range; normal hearing and talking is required for verbal communications. Ability to use variety of office equipment and machines; occasionally run errands and drive a motor vehicle.

**Typical Working Conditions:** Most assigned work is normally performed in an office environment. Continuous contact with departmental and County staff, management, general public, individuals, and other outside organizations. Some travel may be required.

**Special Requirements:** Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3690

### Amendment No. 1 to the contract between the County of Inyo and Elaine Kabala Board of Supervisors ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Elaine Kabala for the Provision of Personal Services as the Executive Director of Regional Coordination, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

During the February 28, 2023 Board meeting, your Board approved the contract between the County of Inyo and Elaine Kabala for the Provision of Personal Services as the Executive Director of Regional Coordination. In later review of the contract, an error was discovered, as the contract did not include the Administrative Leave that is consistent with our standard Personal Services contracts. Administrative Leave hours do not accumulate and will be lost if not utilized during the fiscal year; and Administrative Leave has no cash value. This amendment corrects the error and compensates the position consistent with other at-will, contracted positions.

#### FISCAL IMPACT:

<b>Funding Source</b>	ESCOG - No County budget impact expected	<b>Budget Unit</b>	
<b>Budgeted?</b>	No	<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
The cost to the County to employ the Executive Director of Regional Coordination will be paid by ESCOG, through a \$25,000 up front payment and quarterly billing for all costs associated with the position.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. 3.2.2023 - E. Kabala Executed Contract
2. 4.4.2023 - E. Kabala Contract Amendment 1

**APPROVALS:**

Darcy Ellis	Created/Initiated - 3/29/2023
Keri Oney	Approved - 3/29/2023
John Vallejo	Approved - 3/30/2023
Amy Shepherd	Approved - 3/30/2023
Nate Greenberg	Final Approval - 3/30/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELAINE KABALA  
FOR THE PROVISION OF PERSONAL SERVICES  
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

**INTRODUCTION**

WHEREAS, ELAINE KABALA (hereinafter referred to as the "EDRC") will hereby be duly appointed as the Executive Director of Regional Coordination for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the EDRC desire to set forth the manner and means by which the EDRC will be compensated for performance of duties.

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

The EDRC will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

**3. TERM.**

The term of this Agreement shall be from March 2, 2023 until terminated as provided below.

**4. CONSIDERATION.**

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

B. Travel and Per Diem. County shall reimburse the EDRC for the travel expenses and per diem which the EDRC incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to The EDRC for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the the EDRC without the proper approval of the County.

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

D. Manner of Payment. The EDRC will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

## **5. WORK SCHEDULE.**

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

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for The EDRC to provide the services and work described in Attachment A must be procured by The EDRC and be valid at the time the EDRC enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, the EDRC must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The EDRC will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between The EDRC and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide The EDRC with such supplies, reference materials, and telephone service as is deemed necessary by the County for The EDRC to provide the services identified in Attachment A to this Agreement. County intends for this position to primarily be a remote-work position performed within the State of California, but may from time to time provide temporary desk space within County offices for the the EDRC.

## **8. COUNTY PROPERTY**

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

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

## **9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION**

The EDRC's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to The EDRC Ninety (90) days written notice of such intent to terminate. The EDRC may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

The EDRC agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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



party in litigation with the County, and concerning such, the EDRC by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. AMENDMENT.**

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

**18. NOTICE.**

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

**County of Inyo**

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

**Executive Director of Regional Coordination**

<u>ELAINE KABALA</u>	<u>Name</u>
<u>860 Starlite Drive</u>	<u>Mailing Address</u>
<u>Bishop, CA 93514</u>	<u>City and State</u>

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELAINE KABALA  
FOR THE PROVISION OF PERSONAL SERVICES  
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
28th DAY February, 2023.


**COUNTY OF INYO**

By:  \_\_\_\_\_

Dated: 3/07/2023 \_\_\_\_\_

**Executive Director of Regional Services**

By: Elaine Kabala \_\_\_\_\_  
Print or Type Name

 \_\_\_\_\_  
Signature

Dated: 03/02/23 \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELAINE KABALA  
FOR THE PROVISION OF PERSONAL SERVICES  
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

**SCOPE OF WORK:**

Upon commencing employment, the EDRC shall perform the duties and responsibilities as identified in the job description for the EDRC incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELAINE KABALA  
FOR THE PROVISION OF PERSONAL SERVICES  
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, the EDRC shall be compensated at Range 80, Step A and be paid \$6,509 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The County Administrative Officer will review the EDRC performance annually.
3. Except as otherwise provided in this contract, the EDRC shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ELAINE KABALA  
FOR THE PROVISION OF PERSONAL SERVICES  
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse the EDRC for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. The EDRC will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS\\\\

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
\_\_\_\_\_  
FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated \_\_\_\_\_, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from \_\_\_\_\_ to \_\_\_\_\_.

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

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

County and Contractor hereby amend such Agreement as follows:

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE PROVISION OF PERSONAL SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3648

### Proposed Ordinance Amending Chapter 14.24 of the Inyo County Code - Wells Environmental Health ACTION REQUIRED

**ITEM SUBMITTED BY**

Jerry Oser, Environmental Health Director

**ITEM PRESENTED BY**

Jerry Oser, Environmental Health Director

**RECOMMENDED ACTION:**

A: Introduce, read title, and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adding Sections 14.24.051 and 14.24.052 to the Inyo County Code to Revise and Clarify Procedures for the Processing of Applications for Groundwater Wells;" and B) set enactment of said ordinance for April 25, 2023 in the County Administrative Center in Independence.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The proposed ordinance amends Inyo County Code Chapter 14.24 to establish two separate but related procedures for the processing of permits for groundwater wells. The first section of the ordinance adds Section 14.24.051 to the Inyo County Code, titled "Permit-Classification." This section establishes the rebuttable presumption that well permit decisions are ministerial acts under the California Environmental Quality Act (CEQA). This section is drafted in response to the California Supreme Court decision Protecting Our Water and Environmental Resources v. County of Stanislaus, in which the Court held that a well-permitting agency cannot treat all well permit decisions as ministerial. The Court's ruling allows for case-specific classification regarding whether permitting decisions involve discretionary decisions from County officials pursuant to guidelines set forth in Bulletin No. 74 or other legally binding authorities. This proposed amendment brings County practices in alignment with this California case law.

The second section adds section 14.24.052, "Permit-Defense and Indemnification." This subsection requires that before the County processes a well permit application, the applicant sign a Permitting Agreement which must include a section on defense and indemnification if the well permit is issued.

**FISCAL IMPACT:**

No fiscal impact with this item.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may opt not to revise the current iteration of the code. But by adding these sections, we remove some vagueness in the permitting process.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**



Planning for help with CEQA processing.

**ATTACHMENTS:**

1. Well Permit Ordinance - Inyo 2023

**APPROVALS:**

Jerry Oser	Created/Initiated - 3/23/2023
Darcy Ellis	Approved - 3/23/2023
Jerry Oser	Approved - 3/24/2023
John Vallejo	Approved - 3/24/2023
Amy Shepherd	Approved - 3/28/2023
Nate Greenberg	Final Approval - 3/30/2023

**ORDINANCE NO. ORD23-\_\_**

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING SECTIONS 14.24.051 AND 14.24.052 TO THE INYO COUNTY CODE TO REVISE AND CLARIFY PROCEDURES FOR THE PROCESSING OF APPLICATIONS FOR GROUNDWATER WELLS**

**WHEREAS**, Inyo County Environmental Health Department establishes guidelines for regulating the construction, modification, repair, abandonment, or destruction of wells; and

**WHEREAS**, the State of California sets forth “Water Well Standards” in Chapter II of the California Department of Water Resources Bulletin No. 74, which establish minimum standards for well structures and well locations with respect to pollutants and contaminants; and

**WHEREAS**, the State of California’s Executive Order N-7-22 establishes further requirements during this time of exceptional drought regarding interference with the functioning of existing nearby wells and the avoidance of subsidence; and

**WHEREAS**, when the Inyo County Environmental Health Department issues well permits, the default posture of the County is that those permits are ministerial acts unless they involve discretion under Bulletin No. 74 or other legally binding authorities; and

**WHEREAS**, the Supreme Court of California created binding legal precedent allowing for case-specific ministerial classification when permitting decisions do not involve discretionary decisions from County officials regarding guidelines set forth in Bulletin No. 74 and other legally binding authorities; and

**WHEREAS**, Inyo County wishes to create a process and related requirements for the processing of well permit applications that are discretionary under legally binding authorities, including review of such applications under the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS** that:

**SECTION ONE:** Section 14.24.051 “Permit-Classification” is hereby added to the Inyo County Code as follows:

**“14.24.51 Permit-Classification.**

- A. It shall be rebuttably presumed that all well permitting decisions are ministerial acts under the California Environmental Quality Act (CEQA). That presumption shall be rebutted where discretion must be exercised in accordance with the following authorities, as same may be amended from time to time:
1. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.A;
  2. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.B;

3. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.C;
  4. California Department of Water Resources Bulletin No. 74, Chapter II, Section 9;
  5. Other legally binding authorities, such as, but not limited to, State of California Executive Orders.
- B. If any of the standards set forth by the authorities stated in 14.24.040-Application-Contents Required, apply and the health officer utilizes discretion in issuing well permits in accordance with those authorities, then the issuance of the well permit shall be a discretionary act under CEQA and permit applicants shall be responsible for the cost and preparation of any reports and documentation required by CEQA in accordance with policy established by the health officer or his or her designee.”

**SECTION TWO:** Section 14.24.052 “Permit-Defense and indemnification” is hereby added to the Inyo County Code as follows:

**“14.24.052 Permit-Defense and indemnification**

Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning Applicant’s Project. Prior to issuing a well permit, the environmental health officer shall require the Applicant to sign a Permitting Agreement which includes a section implementing the requirements of this Subsection.”

[REST OF PAGE INTENTIONALLY BLANK]

**SECTION THREE:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Jennifer Roeser, Chair  
Inyo County Board of Supervisors

ATTEST:NATE GREENBERG  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis,  
Assistant Clerk of the Board



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3673

### Spring Runoff Planning and Response Efforts County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,  
Shannon Platt, Deputy Director - Roads, Nathaniel  
Derr, Lieutenant

#### RECOMMENDED ACTION:

This is an informational item, however, the Board may provide direction to staff as necessary and appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

With record-breaking snowfall and water throughout the southern portion of the Sierra Nevada, it is anticipated that there will be significant spring runoff impacts this year. This item is intended to provide a forum for staff to present on the planning and preparation work being carried out, as well as any response efforts which have arisen.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
None at this time.			
<b>Future Fiscal Year Impacts</b>			
None at this time.			
<b>Additional Information</b>			

While there will be some expenses associated with preparation & response efforts, those costs are being associated with other actions and are not able to be summarized at this time.

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The lack of planning and response efforts by the County and allied agencies could lead to significant impacts from spring runoff.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop; Volunteer Fire Departments; Los Angeles Department of Water & Power; CalTrans; Inyo National Forest; Bureau of Land Management; National Park Service.

**ATTACHMENTS:**

**APPROVALS:**

Nate Greenberg	Created/Initiated - 3/27/2023
Darcy Ellis	Approved - 3/27/2023
John Vallejo	Approved - 3/27/2023
Amy Shepherd	Approved - 3/27/2023
Nate Greenberg	Final Approval - 3/27/2023



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ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3674

### Update on the State of Emergency Medical Services (EMS)

County Administrator

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director, Anna Scott, HHS Deputy Director - Public Health, Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

This is an informational item, however, the Board of Supervisors may provide direction to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Access to effective and reliable Emergency Medical Services (EMS) throughout Inyo County has been an intermittent topic of concern for many years. The majority of the County relies on volunteer Emergency Medical Technicians (EMTs), working under local fire departments, to deliver Basic Life Support (BLS) service. In the greater Bishop area, Symons Ambulance has employed a combination of Paramedics and EMTs in order to deliver Advanced Life Support (ALS) service since 1989.

On January 22, 2023, Inyo County and the Inland Counties Emergency Management Agency (ICEMA - who regulates EMS services throughout Inyo County) received a contract termination notice from Symons Ambulance indicating that they would be ending service in 90 days - April 22, 2023.

Inyo County and the City of Bishop have been working collaboratively since receiving the letter to evaluate options that ensure the continuity of EMS service in the greater Bishop area. The agencies' primary objective is to ensure that there is continuity in ambulance service beyond Symons' last day of operation. Given the highly regulated nature of the industry, there is a high level of complexity, and consequently long lead times in getting a qualified EMS provider approved and under contract to backfill Symons.

On March 10, 2023, Inyo County Department of Health & Human Services released a Request for Proposals (RFP) for Interim EMS 911 Ambulance Service. After reviewing the two valid responses received, on March 28, 2023, the County and City decided to award a contract to Coast 2 Coast Public Safety. The County is currently working on finalizing the agreement and Coast 2 Coast is working to obtain all of their necessary approvals and certifications to operate in the area.

This agenda item is intended to provide background of where the County and City are currently at in the

process, and a high-level overview of the strategy aimed at finding successful short-, mid-, and long-term solutions.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
None at this time.			
<b>Future Fiscal Year Impacts</b>			
None at this time.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

This is an informational item which will outline the current status of EMS and some potential paths forward. While it is unclear exactly what direction the efforts will take, not taking action would result in either a gap in EMS service, or loss of EMS service.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

City of Bishop

**ATTACHMENTS:**

**APPROVALS:**

Nate Greenberg	Created/Initiated - 3/30/2023
Darcy Ellis	Approved - 3/30/2023
Nate Greenberg	Final Approval - 3/30/2023





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3580

### Museum Division Overview

#### County Administrator - Museum

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Shawn Lum, Museum Administrator

#### ITEM PRESENTED BY

Shawn Lum, Museum Administrator

#### RECOMMENDED ACTION:

Receive a presentation from the Museums Department on scope of work, services, and current projects.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Eastern California Museum opened in 1928 and is the primary steward of objects, artifacts, natural history specimens, primary source material, photographs, publications, maps and memorabilia related to history and culture of Inyo County. Our core objective is to collect, preserve and interpret the cultural and natural history of Inyo County. This presentation will provide your Board with an overview of the Museum's mission, core responsibilities, major initiatives, accomplishments, and current and future objectives.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose not to hear the presentation.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. 2023 Museum Department Workshop

**APPROVALS:**

Darcy Ellis	Created/Initiated - 3/29/2023
Darcy Ellis	Approved - 3/29/2023
Shawn Lum	Approved - 3/29/2023
Nate Greenberg	Final Approval - 3/30/2023

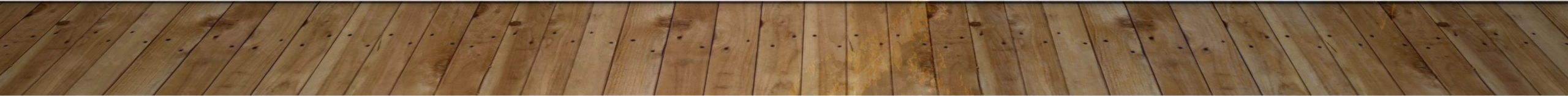


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# **MUSEUM DEPARTMENT**

**Eastern California Museum**

**2023 OVERVIEW**





# MISSION / OBJECTIVE

**To collect, preserve, and interpret objects and information related to the cultural and natural history of Inyo County and the Eastern Sierra, from Death Valley to Mono Lake.**

# CORE & MANDATED SERVICES



- **Board Governance**

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  - **The museum collection belongs to Inyo County. Objects accepted into the museum collection are “accessioned” in alignment with ECM collections policy and procedures. Museum best practice guidelines are industry-wide protocols and ethics standards communicated through the American Alliance of Museums. Removing objects from the collections is considered integral to collections maintenance and is referred to as “de-accessioning”.**
- **Museums & Libraries**

# CORE & MANDATED SERVICES

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- Budget
  - The museum department is small but mighty!
  - The museum annual operating budget for 2022-2023 is \$367,401
  - The museum is currently open to the public 7 days per week, with 1 day dedicated for researchers and group tours.
  - The museum is currently staffed by 1 full-time salaried Administrator, 1 full-time salaried Curator of Collections and Exhibits and 1 part-time Museum Assistant.
  - The museum is supported in its work by the non-profit community benefit organization, Friends of the Eastern California Museum (FECM)
  - Currently the museum is working on 3 grant- funded projects that nearly equal the Inyo County budget funded allocation. ( \$400,000)

# CORE & MANDATED SERVICES

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- Departmental Coordination
  - The museum department works most closely with the library department. We share responsibility for research requests and archival concerns & methodologies.
  - The services we provide are often referred to as 'quality of life' services. Museums are trusted sources of information, and a primary activity for visitors. Museums generate 'pride of place' for residents and are an attraction for tourism.

# 2023 – 2024: NEEDS, WANTS, OBJECTIVES



## **KEY OBJECTIVES:**

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- ECM is launching a 3- year, multiphase grant funded project to re-imagine the Eastern California Museum
- ECM has received 2 other grants being implemented in support of this primary re-alignment project
- ECM is concurrently working on Collections management best practices

## **BUDGET DISCUSSIONS:**

---

- Update current building structure to better serve the museum's mandates
- ECM is focused on improved storage for its current collection
- Improve existing mobile building on the ECM campus to properly house collections





# Re-imagine Eastern California Museum

**A bold re-interpretation  
project for Inyo county  
history, funded with  
support from the California  
Cultural & Historical  
Endowment**



CALIFORNIA  
*Cultural & Historical*  
ENDOWMENT

# Overview of Project

- ✧ A three-year, multi-phase effort to create a more relevant in-person space, build a more robust virtual visitor experience, and honor previously untold, historically under-represented Tribal and rural stories of California
- ✧ Build a visitor-centered experience that more fully contextualizes the existing 30,000+ object collection, through community stakeholder input within the 6,000 sq. ft. gallery
- ✧ Project will improve equity, understanding of the diverse communities, and incorporate greater inclusion of the region's Indigenous communities

# Project Overview

- ✎ Already doing work to identify what themes should be in upcoming exhibits
- ✎ Already working on themed, visitor-centric, experiences and programming, which includes specific learning objectives and addresses multiple learning styles
- ✎ CCHE funding will be used for the re-imagined ECM Gallery (10+ years)
  - ✎ Moves the Museum from object-centered to narrative-centered

# Specific Project Components

- 🌀 Tied directly to CCHE grant budget, includes:
  - 🌀 Focus Group listening sessions - 2023
  - 🌀 Gallery Master Interpretive Plan - 2023
  - 🌀 Gallery Redesign (Planning and Implementation, including design of interactive, multi-sensory elements) - 2024
  - 🌀 Exhibit Community Programming - 2025
  - 🌀 Evaluation – ongoing through completion
  - 🌀 Celebration! Let's celebrate 100 years at the museum in 2028!

# Community Engagement

- 🌀 1<sup>st</sup> step- Outreach efforts
  - 🌀 Listening sessions with community and stakeholders
  - 🌀 Engage Friends of the Museum
  - 🌀 Target kick-off Summer 2023

# CA Legislative objective addressed: Services to the Public

- ☞ “... assists an eligible museum or cultural institution in serving a historically underserved population”
- ☞ This Re-imagine project will:
  - ☞ Lift up unheard voices of California
  - ☞ Focus on underserved communities and historically underrepresented voices in California
  - ☞ Current/recent programming examples include: pioneer women exhibit, social justice, Alice Piper, Women in the Sand
  - ☞ Non-settler (i.e. Indigenous, Japanese) presence in the valley
  - ☞ Intersectionality of overlapping histories, including relevance of landscape / natural history

# Additional goals addressed by the Project

Project will :

- ✎ Enhance internet access to collections and research
- ✎ Create adaptations for public access
- ✎ Recognize varied learning styles
- ✎ Develop tools to achieve greater delivery of our work and programming
- ✎ Address home / school content focused on 2-8 grade social studies framework

# Additional outcomes and public programming examples

- ↪ Contributions to education / learning standards at grade level
- ↪ Life-long learners / adult education (informal learning)





# Summary: History Matters

- ✎ This project brings the following value to the community:
  - ✎ Pride in the museum's role within the community
  - ✎ Opportunity to share stories and aspirations
  - ✎ Create a reflective environment that accurately represents Inyo County
  - ✎ Extend to the far boundaries of Inyo County
  - ✎ An additional outcome is *mending fences and building bridges* with community groups and community members whose stories have not been fully understood within the museum space

# Museum Projects Beyond the CCHE Grant

## 🌀 Emergency Preparedness Planning

April 20 - Ready or Not, Cultural Heritage Emergency Preparedness Project funded through CA State Library

We have already had a fire, regional floods, rogue alarms and an earthquake in the last few years, Oh My!

# National Park Service Grant support

- ✿ Traditional Knowledge Keepers Council pilot program April 5 in collaboration with Fort Independence Tribe, museum cultural artifacts management and maintenance
  - ✿ Establish protocols for stewardship and care of basket collection

# Objectives Beyond the Grants

- ↪ Catalogit – new collections management database

  - ↪ ECM HUB has launched with 8,736 online objects online

**Collections storage project** to transfer artifacts to mobile building with upgrades for security, physical safety of collections, dedicated and appropriate storage systems in line with museum best practices

# Collections management best practice

- 🌀 Collections Management Summary of Findings and Recommendations –

- 🌀 Joy Tahan Ruddell Consulting, June 2022

- 🌀 Identified Priorities:

- 🌀 **Storage**-Create adequate storage for collection, physical protection, monitored, managed
- 🌀 Updated policies and Procedures
- 🌀 Updated technology and systems

# Storage Solutions designed for museum collections



## Q & A Dialogue

Museum Administrator Contact:  
Shawn Lum

[shlum@inyocounty.us](mailto:shlum@inyocounty.us)

760-878-0258



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

April 4, 2023

Reference ID:  
2023-3691

### Approval of Professional Services Contract for Health and Human Services Deputy Director Public Health and Prevention

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Stephanie Tanksley for the provision of professional services as the Health and Human Services Deputy Director Public Health and Prevention at Range 88, Step E, \$9,618 per month, effective April 13, 2023; and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Deputy Director position, which oversees the Public Health and Prevention Division, became vacant as a result of the employee being promoted to the Health and Human Services Assistant Director position. In May of 2022, the County contracted with CPS HR Consulting to begin recruiting for this position. While it has been a lengthy recruitment, following interviews, the HHS Department selected Stephanie Tanksley, who, during a portion of the vacancy, has been working out-of-class to cover the daily functions of the position.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund/Grant Funding (Federal)/Health Realignment	<b>Budget Unit</b>	045100 - Health 045102- CHDP 045315- SUD 641622 - MCAH 641922 - WIC
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted and funding is available.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			



N/A

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Department would continue to recruit to fill the vacancy should this contract not be approved.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County, State and Community Agencies

**ATTACHMENTS:**

1. Stephanie Tanksley Deputy Director HHS Contract

**APPROVALS:**

Darcy Ellis	Created/Initiated - 3/30/2023
Keri Oney	Approved - 3/30/2023
John Vallejo	Approved - 3/30/2023
Amy Shepherd	Approved - 3/30/2023
Nate Greenberg	Final Approval - 3/30/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STEPHANIE TANKSLEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR PUBLIC HEALTH AND PREVENTION**

**INTRODUCTION**

WHEREAS, STEPHANIE TANKSLEY (hereinafter referred to as "Deputy Director") has been or will be duly appointed as a Deputy Director of Public Health and Prevention for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Director desire to set forth the manner and means by which Deputy Director will be compensated for performance of duties.

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

Deputy Director will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director.

**3. TERM.**

The term of this Agreement shall be from April 13, 2023 until terminated as provided below.

**4. CONSIDERATION.**

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

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

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

D. Manner of Payment. Deputy Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

## **5. WORK SCHEDULE.**

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

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Director to provide the services and work described in Attachment A must be procured by Deputy Director and be valid at the time Deputy Director enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Director must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Director will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Director and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **8. COUNTY PROPERTY.**

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

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

Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Director will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION AND DISCIPLINE.**

Deputy Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Director ninety (90) days written notice of such intent to terminate. Deputy Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

Deputy Director agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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

**17. AMENDMENT.**

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

**18. NOTICE.**

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

**County of Inyo**

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

**Deputy Director**

<u>Stephanie Tanksley</u>	Name
<u>2103 Shoshone Dr.</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND STEPHANIE TANKSLEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR PUBLIC HEALTH AND PREVENTION**

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

**COUNTY OF INYO**

**DEPUTY DIRECTOR PUBLIC HEALTH AND  
PREVENTION**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STEPHANIE TANKSLEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR PUBLIC HEALTH AND PREVENTION**

**TERM:**

**FROM: April 13, 2023 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Deputy Director shall perform the duties and responsibilities as identified in the job description for Deputy Director incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STEPHANIE TANKSLEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR PUBLIC HEALTH AND PREVENTION**

**TERM:**

**FROM: April 13, 2023 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Deputy Director shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays.
2. The Health and Human Services Director will review Deputy Director performance annually.
3. Except as otherwise provided in this contract, Deputy Director shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. Deputy Director is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Director's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STEPHANIE TANKSLEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR PUBLIC HEALTH AND PREVENTION**

**TERM:**

**FROM: April 13, 2023 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Deputy Director for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Director will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS\\\\



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Auditor- Controller  
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March 30, 2023

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: , Deputy  
Marissa Silvas

