



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. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING October 3, 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
10 A.M.

- 1) **Pledge of Allegiance**
- 2) **Public Comment**
Comments may be time-limited
- 3) **County Department Reports**
- 4) **Introductions** - The following new employees will be introduced to the Board:
Office Clerk Jeanne-Marie C. McFarlin and Office Technician Jennifer Sandstrom, HHS; and Animal Control Officer Sandra McVeitty and Correctional Officer Kobe Talamantes, Sheriff's Office.

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

- 5) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of September 26, 2023.

6) **License Agreement with Inyo-Mono Association for the Handicapped (IMAH) for Use of the South Street Parking Lot**

County Administrator | Meaghan McCamman

Recommended Action: Approve the license agreement between the County of Inyo and Inyo-Mono Association for the Handicapped (IMAH) for the real property described as 11 spaces within the parking lot of 207 South Street, Bishop, in an amount not to exceed \$25 per month, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

7) **Amendment No. 2 between County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Approve Amendment No. 2 to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract amount to a new not-to-exceed amount of \$300,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

8) **Contract Award for Emergency Repair of Pine Creek Road**

Public Works | Michael Errante

Recommended Action: Award the contract for the emergency repair of Pine Creek Road to Summer Construction, Inc. of Santa Paula, CA in the amount of \$393,744.

REGULAR AGENDA

9) **Personal Services Contract - Health and Human Services Director**

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

Recommended Action: Approve the contract between the County of Inyo and Anna Scott for the provision of personal services as the Health and Human Services Director at Range 160, Step E, \$14,043 per month effective October 12, 2023, and authorize the Chairperson to sign.

10) **Recommendation to Set Two-Hour Limit Parking Restriction on South Side of U.S. 395 between Tu Su and See Vee Lanes**

Public Works | John Pinckney
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Approve Resolution No. 2023-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Requesting Parking Restrictions on Certain Areas of Highway 395 North of Bishop," and authorize the Chairperson to sign.

11) **Update on Regional Broadband Activities**

County Administrator | Scott Armstrong
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: This is an information item only.

12) **First Draft of Permit-Ready Accessory Dwelling Unit Prototypes**

County Administrator | Meaghan McCamman
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Receive presentation on Permit-Ready Accessory Dwelling Unit (ADU) Prototypes program and provide feedback on the first draft of conceptual ADU designs to architects at Design Path Studio.

13) **Acceptance of Sustainable Transportation Planning Grant to Develop an Inyo County Electric Vehicle Charging Infrastructure Network Plan**

Public Works | Justine Kokx
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Amend the Fiscal Year 2023-2024 Local Transportation Planning Trust Budget 504605 as follows: increase estimated revenue in Other Agencies 4599 by \$17,322 and increase appropriation in Professional Services 5265 by \$17,322 (*4/5ths vote required*);
- B) Authorize the Inyo County Local Transportation Commission (ICLTC) to accept the successful Sustainable Transportation Planning grant from the California Department of Transportation (Caltrans), Division of Transportation Planning, in the amount of \$201,500; and
- C) Authorize the ICLTC Executive Director to execute the grant agreements and other documents related to the grant between the ICLTC and Caltrans for the period of September 28, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets.

14) **Award Contract for Highway Safety Improvement Program (HSIP) Onion Valley Road Guardrail Project (ZP-21-019)**

Public Works | Michael Errante
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Amend the Fiscal Year 2023-2024 State Funded Road Budget (034601) as follows: increase estimated revenue in Operating Transfers In 4998 by \$232,950, increase appropriation in Onion Valley Guardrail Project Object Code 5715 by \$232,950, and increase appropriations in Road Budget 034600 Object Code 5801 Operating Transfers Out by \$232,950 utilizing the Road Fund Balance (*4/5ths vote required*);
- B) Approve the contract between the County of Inyo and Coral Construction of Wilsonville, OR for the HSIP Onion Valley Guardrail Project in an amount not to exceed \$1,024,950, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 15) **Public Comment**
Comments may be time-limited
- 16) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 17) **California Fish and Game Commission** - Agenda for October 11-12, 2023 meeting in San Jose and via webinar/teleconference.



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 3, 2023

Reference ID:
2023-4207

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 from the regular Board of Supervisors meeting of September 26, 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.

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:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft September 26, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 9/27/2023
Final Approval - 9/27/2023

MINUTES



County of Inyo Board of Supervisors

September 26, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on September 26, 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, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.

Closed Session Chairperson Roeser recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; and No. 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 Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.

Pledge of Allegiance Supervisor Orrill led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that the Board met under Item No. 2 and that no action was taken during closed session that is required to be reported. Vallejo said the Board would meet again to discuss Item No. 3 later in the meeting.

Introductions The following new employees were introduced to the Board: Christian Aukee, Equipment Operator; Sean Marsh, Engineering Assistant; Ramon Sanchez Martinez, Gate Attendant; Christian Nott, Building and Maintenance Worker; Sean Pantenburg, Heavy Equipment Operator; Jonathan Ruelas Soto, Heavy Equipment Mechanic; and Tony Russell, Heavy Equipment Operator.

Public Comment Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was heard from Independence resident Lauralyn Hundley.

County Department Reports Risk Manager Aaron Holmberg gave a shout out to County staff who renovated the Bishop Wellness Center and noted he was pleased with the upgrades made to the facility.

CAO Greenberg recognized Risk Manager Aaron Holmberg for recently completing the Chartered Property Casualty Underwriter (CPCU) designation.

Water Director Dr. Holly Alpert distributed copies of the Owens Valley Groundwater Authority newsletter to the Board and said that she had recently participated in a tour provided through the Water Education Foundation.

Acting Health and Human Services Director Anna Scott shared that HHS staff recently participated in the Walk for Life in coordination with Toiyabe Indian Health Project and the Bishop Paiute Tribe and that she attended meetings with the Emergency Medical Care Community and EMS consultants ESCI. Scott provided additional information to the Board on the Aging and Social Services division and provided a handout.

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

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of September 12, 2023 and the Budget Hearing of September 12, 2023. Motion carried unanimously.

***Clerk of the Board –
Independence
Cemetery District
Reappointment***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to reappoint Ms. Frieda LaCues to a four-year term on the Independence Cemetery District Board of Trustees, expiring October 8, 2027. Motion carried unanimously.

***CAO –
Laws Railroad Museum
Grant Application
Letter of Support***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign a letter supporting Laws Railroad Museum's application to the T-Mobile Hometown Grant Program. Motion carried unanimously.

***CAO-Risk
Management –
Administrative
Procedure and Policy
Manuals Updates***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the update to the County's policy and procedures for the Automated External Defibrillator (AED) program and acknowledge and approve the new Opioid Overdose Reversal Agent policy and procedures. Motion carried unanimously.

***CAO-Risk
Management –
Industrial Disability of
Determination/Reso.
No. 2023-24***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2023-24, titled, "Resolution of the Inyo County Board of Supervisors Making A Determination of Industrial Disability of an Employee as Required by Government Code Section 21154 and 21156," and authorize the Chairperson to sign. Motion carried unanimously.

***HHS-First 5 –
Home Visiting
Coordination/Mono
County First 5 Contract***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the two-year agreement between First 5 Mono and First 5 Inyo for the provision of home visiting coordination services for the period beginning July 1, 2023 through June 30, 2025 for \$87,646, contingent upon the Board's adoption of the Fiscal Year 2023-2024 and 2024-2025 Budgets, and authorize the First 5 Program Manager to sign contract agreement. Motion carried unanimously.

***HHS-First 5 –
IMPACT Legacy/Mono
County First 5 Contract***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the two-year agreement between First 5 Mono and First 5 Inyo for the provision of IMPACT Legacy program services for the period beginning August 2, 2023 through June 30, 2025 for \$148,037, contingent upon the Board's adoption of future budgets, and authorize the First 5 Program Manager to sign contract agreement. Motion carried unanimously.

***CAO-Motor Pool –
National Auto Group
Blanket P.O.***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize issuance of a blanket Purchase Order in an amount not to exceed \$694,500, payable to National Auto Fleet Group of Watsonville, CA for the purchase and equipping of patrol and service units for the Sheriff's Department. Motion carried unanimously.

***Planning Department –
General Plan
Amendment No.
2023-02 Public
Hearing/ Reso. No.
2023-30***

Planning Director Cathreen Richards provided the Board with a presentation and maps for the updated Housing Element, which was approved and then certified by the California Department of Housing and Community Development.

Chairperson Roeser opened the public hearing at 10:46 a.m. and with no one wishing to provide public comment, closed the hearing at 10:46 a.m.

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to: A) certify that GPA 2023-02/Housing Element Revised is a Negative Declaration of Environmental Impact with

addenda and does not require a Supplemental Negative Declaration; and B) approve and authorize the Chairperson to sign Resolution No. 2023-30 adopting GPA 2023-02/Housing Element Revised.

**CAO –
Fiscal Year 2023-2024
Final Board Approved
Budget Adoption/
Reso. No. 2023-31**

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to:

- A) Adopt the Fiscal Year 2023-2024 Budget as recommended by the County Administrator and as amended, and as directed on September 12, 2023; and
- B) Approve Resolution No. 2023-31, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2023-2024," and authorize the Chairperson to sign.

Motion carried unanimously.

**Treasurer Tax-
Collector –
Tax-Defaulted Property
Public Auction**

Moved by Supervisor Marcellin and seconded by Supervisor Kingsley to:

- A) Authorize the Treasurer-Tax Collector to conduct a public auction, via the internet, offering for sale to the highest bidder the tax-defaulted parcels of land identified in the attachment that are subject to the Tax Collector's Power to Sell; and
- B) In the event a parcel does not sell, authorize the Treasurer-Tax Collector to re-offer those parcels for sale within 90 days at a reduced minimum price deemed appropriate by the Treasurer-Tax Collector.

Motion carried unanimously.

**CAO-Personnel –
Assistant Health and
Human Services
Director Personal
Services Contract**

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the contract between the County of Inyo and Gina Ellis for provision of personal services as the Assistant Health and Human Services Director at Range 92, Step A, \$9,079 per month effective September 28, 2023, and authorize the Chairperson to sign. Motion carried 4-0, with Supervisor Kingsley out of the room at the time of the vote.

**CAO-Information
Services –
Change in Authorized
Strength**

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize a change in the Authorized Strength in the Information Services Division by deleting one full-time Programmer Analyst (Range 71-82) and adding one full-time Network and Operations Analyst (Range 71-82) and update the publicly available pay schedule accordingly. Motion carried unanimously.

Recess/Reconvene

Chairperson Roeser recessed open session to return to closed session at 11:28 a.m. and reconvened the meeting in open session at 12:36 p.m. with all Board members present.

**Report on Closed
Session**

County Counsel Vallejo reported that the Board met under Item No. 3 and that no action was taken during closed session that is required to be reported.

**Public Works –
Emergency Road
Repair Projects Status
Update**

Public Works Director Mike Errante provided the Board with a presentation/summary of 2023 road damages which included the status of repairs for the March storm event and Tropical Storm Hilary, and estimated costs and possible funding sources.

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**

CAO Greenberg said he traveled to Monterey last week for the Rural County Representatives of California (RCRC) conference and arrived a day early to attend the Economic Development Summit. Greenberg said he also attended the California State Association of Counties (CSAC) Tribal Outreach meeting in Bishop, and a meeting with representatives with Genasys, the new evacuation management platform, and said that he is working on finalizing the After-Action Report for Tropical Storm Hilary and expects to to present it publicly in October.

Supervisor Griffiths said he attended the Millpond Music Festival, an Eastern Sierra Foundation meeting, an employee barbecue for the Eastern Sierra Transit Authority, the CSAC Tribal Outreach meeting, the RCRC conference, a fundraiser auction for the Sierra Land Trust, a stakeholder meeting for the Valley Apartments, and a City-County Liaison Commission meeting.

Supervisor Roeser said she attended the CSAC Tribal meeting.

Supervisor Orrill said she attended the RCRC conference and the CSAC Tribal Outreach meeting.

Supervisor Marcellin said he attended the Millpond Music Festival, the RCRC conference, the CSAC Tribal Outreach meeting, the Bishop Pabanamanina Pow Wow for California Native American Day, a City-County Liaison Commission meeting, and a Local Transportation Commission meeting. Marcellin mentioned that he was invited to participate in the Walk for Life with Bishop Tribe, but was attending the RCRC conference so Sheriff Rennie and Assistant CAO Sue Dishion went in his place.

Supervisor Kingsley said he attended the Bishop Rural Fire District meeting and the RCRC conference. Kingsley also mentioned that receiving correspondence from a constituent about the Independence community needing crosswalks and requested the Board send a letter to Caltrans. Kingsley let the Board know that he will not be present for the Board meeting on October 17 as he will be attending the National Wildfire Leadership Council meeting in Yosemite.

Adjournment

The Chairperson adjourned the meeting in memory of Maclain Rossi, former Bishop City Administrator and Inyo County Supervisor Rick Pucci and wife Mary's grandson, at 1:37 p.m. to 8:30 a.m. Tuesday, October 3, 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*



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 3, 2023

Reference ID:
2023-4151

License Agreement with Inyo-Mono Association for the Handicapped (IMAH) for Use of the South Street Parking Lot County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve the license agreement between the County of Inyo and Inyo-Mono Association for the Handicapped (IMAH) for the real property described as 11 spaces within the parking lot of 207 South Street, Bishop, in an amount not to exceed \$25 per month, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo-Mono Association for the Handicapped (IMAH) operates a thrift store next to the unoccupied County office building at 207 South Street in Bishop. IMAH has requested a formal agreement to allow them to park their vehicles in the County parking lot, which is no longer being used by the County. Under this agreement, the County will maintain the use of two parking spaces conveniently next to the door used by the Building and Maintenance division to service the building and for storage.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	011100
Budgeted?	No	Object Code	4312
Recurrence	Ongoing revenue		
Current Fiscal Year Impact			
Increased revenue			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to execute the agreement with IMAH. This is not advised, as IMAH is already using the parking lot regularly, and this agreement clarifies roles, responsibilities, and liability for the property as its being used.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. IMAH Parking Lot Agreement
2. Overhead View of Parking Area

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/19/2023
Darcy Ellis	Approved - 9/19/2023
John Vallejo	Approved - 9/20/2023
Amy Shepherd	Approved - 9/20/2023
Nate Greenberg	Approved - 9/27/2023
Meaghan McCamman	Final Approval - 9/28/2023

License Agreement

This License Agreement shall be deemed entered into this 26th day of September, 2023, by and between the County of Inyo, a political subdivision of the State of California, and the Inyo Mono Association for the Handicapped (IMAH). The County and IMAH are sometimes referred to collectively herein as “the parties.”

I. Recitals

A. The County owns a building and associated parking lot at 207 South Street, Bishop. This building is not currently used as a regularly staffed office building by the County.

B. IMAH maintains and operates a thrift store in a storefront immediately adjoining the County property at 207 South Street. The IMAH thrift store does not have its own parking lot.

C. IMAH owns vehicles that are utilized in its business and needs a reliable parking area for their vehicles, day and night.

D. The County is currently not currently regularly using its parking lot at 207 South Street (the “Premises”), and is willing to license to IMAH the use of said Premises pursuant to the terms and conditions of this Agreement.

II. Agreement

Now, therefore, the parties agree as follows:

1. Term. The term of this Agreement shall be September 26th, 2023, until terminated by either party as provided for in paragraph 6 below.
2. License to Use Parking Lot. The County hereby licenses to IMAH the right to use the parking lot at 207 South Street, Bishop (the “Premises”) for the limited purposes of parking and storing fully functional IMAH vehicles. This license includes the right to freely enter and exit the Premises as necessary in order to utilize the parking lot for the limited purpose provided. The County shall not interfere, or actively permit any third party to interfere, with IMAH’s reasonable use of the Premises for the limited purpose provided. Upon the termination of this Agreement IMAH shall immediately vacate the premises and remove any personal property therefrom and return the licensed space to its original condition.

There are thirteen available parking spaces on the Premises as set forth on the attached site map. By this license agreement IMAH shall be able to utilize 11 parking spaces. The two remaining spaces are identified on the site map and are reserved for the County’s use in its sole discretion.

3. Lot Condition. The Premises is provided in an “AS IS” condition with no warranty expressed or implied for fitness, safety, security, or otherwise. IMAH shall use its best efforts to keep the parking lot reasonably well maintained and free of litter and safety hazards.

4. Improvements. No improvements to the Premises are permitted pursuant to this

Agreement.

5. Compensation. As consideration for the aforementioned license, IMAH shall pay the County twenty five dollars (\$25) per month while this Agreement is in effect. Payment shall be made in arrears and due annually by June 30. Prorated payment shall be due at the termination of the Agreement, through the month of the termination. Payment shall be mailed to:

Inyo County Public Works
ATTN: Breanne Nelums
PO Drawer Q
Independence, CA 93526

6. Indemnification. To the fullest extent permitted by law, IMAH shall hold harmless, defend at its own expense, and indemnify Inyo County, its officials, officers, employees, volunteers, and agents, without limitation, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, including actual or alleged personal injury or death and damage or destruction to and of any tangible personal or real property, arising out of, resulting from or in any manner in connection with all acts or omissions of IMAH and/or its officers, agents, volunteers, or employees arising out of this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from Inyo County's sole negligence or willful acts.

7. Insurance. See attachment A for details on insurance required of IMAH for the duration of this lease agreement as a condition of this agreement.

8. Termination. This Agreement may terminated with or without cause by either of the parties upon five (5) days written notice. Any notice of intent to terminate shall be mailed, emailed, or faxed to the other party. Any termination shall operate prospectively and shall not release IMAH from its obligation (if any) to hold Inyo County harmless with respect to any activity occurring prior and up to termination.

9. Miscellaneous. 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 executed in writing by the parties hereto. This Agreement may be signed in counterparts.

III. Execution

The parties shall be deemed to have executed this Agreement, through their undersigned representatives, as of the date first written above.

COUNTY OF INYO

**INYO MONO
ASSOCIATION FOR THE
HANDICAPPED**

By: Nate Greenberg, County Administrator



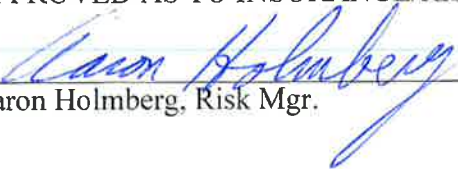
By:

APPROVED AS TO FORM:



COUNTY COUNSEL

APPROVED AS TO INSURANCE/RISK MGMT:



Aaron Holmberg, Risk Mgr.

APPROVED AS TO FISCAL:



AUDITOR

SEE ATTACHMENT A

Attachment A: Insurance Requirements for Lease Agreements (Not for short term rentals)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**. Provision *applies if vehicles will be used/operated/parked on property identified in lease agreement*.
3. **Workers' Compensation:** as required by the State of California, **with Statutory Limits**, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *Applies to lessees with employees.*
4. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Property insurance is not required if lease solely concerns use of an outdoor parking area, as the automobile liability provision would provide that coverage.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Attachment A: Insurance Requirements for Lease Agreements (Not for short term rentals)

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

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

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

Self-Insured Retentions: Inyo County reserves the right to obtain a copy of any policies and endorsements for verification. Inyo County may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Lessee or sublessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

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

Verification of Coverage: Lessee shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

207
W SOUTH ST

207 A
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S WARREN ST

STOP

W SOUTH ST





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

October 3, 2023

Reference ID:
2023-4137

Amendment No. 2 between County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent

ITEM PRESENTED BY

Anna Scott, Acting HHS Director

RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract amount to a new not-to-exceed amount of \$300,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract was first approved by your Board in September 2022. The first Amendment (Addendum) to this contract came before your Board on June 20, 2023. The reason we are requesting an increase in the not-to-exceed limit now is because the limit we requested in June is insufficient to pay for services for both FY 2022-2023 and FY 2023-2024. Furthermore, this contract will be terminated on October 31, 2023.

FISCAL IMPACT:

Funding Source	Mental Health MediCal and Mental Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
No change in expenditure amount			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract with Iris Telehealth. This is not recommended, as it would not allow us to pay them what we owe them for FY 23-24 services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Amendment No. 2
2. Amendment No. 1
3. Iris Telehealth Medical Group Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 9/11/2023
Darcy Ellis	Approved - 9/12/2023
Lucy Vincent	Approved - 9/22/2023
Kimball Pier	Approved - 9/22/2023
Anna Scott	Approved - 9/22/2023
Melissa Best-Baker	Approved - 9/25/2023
Keri Oney	Approved - 9/25/2023
John Vallejo	Approved - 9/27/2023
Amy Shepherd	Approved - 9/27/2023
Nate Greenberg	Final Approval - 9/27/2023

TELEPSYCHIATRY SERVICES AGREEMENT – Amendment

THIS is the Second Amendment to the Telepsychiatry Services Agreement (the "Agreement") signed on September 27th, 2022 by and between County of Inyo, hereinafter referred to as "Partner", and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, hereinafter referred to as "Iris Telehealth" or the "Contractor."

Except as specifically set forth below, all terms, conditions, covenants and restrictions set forth in the Agreement remain in effect.

The section titled "CONSIDERATION," Section D, under "Terms and Conditions," shall be amended by replacing the following language:

"Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000) (hereinafter referred to as 'contract limit'). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit."


With the below language:

"Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) (hereinafter referred to as 'contract limit'). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit."

This Amendment may be executed by all of the parties hereto on separate counterparts, all of which, taken together, shall constitute one and the same instrument and facsimile signatures and signatures transmitted electronically (including but not limited to PDF versions) of any party shall be accepted as original signatures

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement:

IRIS TELEHEALTH MEDICAL GROUP, PA


Tom Milam (Sep 7, 2023 14:45 EDT)

Tom Milam, M.D. President

Sep 7, 2023
DATE

County of Inyo

By: _____

DATE

Printed Name: _____


Amendment No. 2 dated September 7th 2023 to the Iris Telehealth and County of Inyo Agreement dated September 27th 2022


Final Audit Report


2023-09-07


Created:	2023-09-07
By:	Desirae Kinney-Woods (desirae.kinney-woods@iristelehealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWyPUQemrgb98dk47h7Ph3AgZEDuH3B7w


"Amendment No. 2 dated September 7th 2023 to the Iris Telehealth and County of Inyo Agreement dated September 27th 2022" History

 Document created by Desirae Kinney-Woods (desirae.kinney-woods@iristelehealth.com)
2023-09-07 - 6:35:23 PM GMT

 Document emailed to Tom Milam (Tom.Milam@iristelehealth.com) for signature
2023-09-07 - 6:36:00 PM GMT

 Email viewed by Tom Milam (Tom.Milam@iristelehealth.com)
2023-09-07 - 6:45:23 PM GMT

 Document e-signed by Tom Milam (Tom.Milam@iristelehealth.com)
Signature Date: 2023-09-07 - 6:45:30 PM GMT - Time Source: server

 Agreement completed.
2023-09-07 - 6:45:30 PM GMT

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of June 2023 an order was duly made and entered as follows:

*HHS- Behavioral
Health –
Iris Telehealth
Agreement
Amendment*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve an addendum to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract to an amount not to exceed \$220,000 and extending the term end date from July 1, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

WITNESS my hand and the seal of said Board this 20th
Day of June, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 26, 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

June 20, 2023

Reference ID:
2023-3795

Addendum to Thomas Milam MD, Inc. d/b/a Iris Telehealth Agreement Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Approve Addendum to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract to an amount not to exceed \$500,000 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

NOTE: The not-to-exceed amount is incorrectly stated as \$500,000 here in a clerical error.

BACKGROUND / SUMMARY / JUSTIFICATION:

The attached amendment extends Inyo County's initial contract executed on 07/01/2022 and terminating on 06/30/2023 from 07/01/2023 until 06/30/2024. Thoman Milam d/b/a Iris Telehealth was solicited through a formal procurement process and the treating psychiatrist has since developed clinical relationships with clients. Behavioral Health has increased the number of hours from 19 hours per week to 32 hours per week to meet our DHCS contractual requirement for network adequacy. The contract increases the "not to exceed" amount to \$500,000 to fund the additional hours. Additionally, the contractor is seeking an additional provider who is trained in the treatment of psychiatric disorders of children and adolescents, and who is bilingual to meet client needs. Maintaining this contract to ensure continuity of services with the contracted psychiatrist provides for the best level of care for the clients served.

FISCAL IMPACT:

Funding Source	Mental Health MediCal and Mental Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
No change in expenditure amount.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required as part of our contract with the state.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Iris Telehealth Medical Group Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 5/10/2023
Darcy Ellis	Approved - 5/11/2023
Lucy Vincent	Approved - 5/18/2023
Kimball Pier	Approved - 5/18/2023
Marilyn Mann	Approved - 6/1/2023
Melissa Best-Baker	Approved - 6/5/2023
John Vallejo	Approved - 6/5/2023
Amy Shepherd	Approved - 6/5/2023
Marilyn Mann	Final Approval - 6/5/2023

TELEPSYCHIATRY SERVICES AGREEMENT – ADDENDUM

THIS is an ADDENDUM to the Telepsychiatry Services Agreement (the "Agreement") signed on September 27th, 2022 by and between County of Inyo, hereinafter referred to as "Partner", and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, hereinafter referred to as "Iris Telehealth" or the "Contractor."

Except as specifically set forth below, all terms, conditions, covenants and restrictions set forth in the Agreement remain in effect.

The section titled "TERM," under "Terms and Conditions, shall be amended by replacing the section in its entirety with the following language:

"The term of this Agreement shall be from 7/1/2023 to 6/30/2024 unless sooner terminated as provided below."

The section titled "CONSIDERATION," Section D, under "Terms and Conditions," shall be amended by replacing the section in its entirety with the following language:

"Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000) (hereinafter referred to as 'contract limit'). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit."

Under "Attachment A" Scope of Work, Section A shall be amended by replacing the first sentence with the following language:

"Contractor will provide an average of 19-24 hours per week of psychiatric evaluations for the purposes of prescribing medically appropriate medications and medication management."

Finally, the Agreement is hereby amended by replacing "Attachment B" with Exhibit A which is attached hereto.

This Addendum may be executed by all of the parties hereto on separate counterparts, all of which, taken together, shall constitute one and the same instrument and facsimile signatures and signatures transmitted electronically (including but not limited to PDF versions) of any party shall be accepted as original signatures

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM to the Agreement:

IRIS TELEHEALTH MEDICAL GROUP, PA

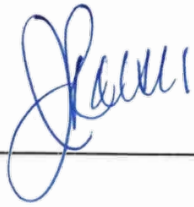

Tom Milam (Jun 13, 2023 17:28 EDT)

Tom Milam, M.D. President

Jun 13, 2023
DATE

County of Inyo

By: _____
Signature



06/20/2023
DATE

Printed Name: _____ Jennifer Roeser

Title: _____ Board Chair

EXHIBIT A

Billable Hourly Rates Schedule

Partner and Iris Telehealth shall execute a Service Summary with terms that include the agreed upon weekly hours and billable rate for any new Iris Telehealth clinician(s) that may start services in the future.

The parties acknowledge and agree that on each January 1st during the term of this Agreement, the fee/hourly rates set forth herein shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to accommodate Iris Telehealth’s increased costs associated with, among other factors, cost of living adjustments and merit increases for its provider.

With respect to any new Iris Telehealth clinician(s) that may start services in the future, the following rate table shall apply:

Services Type	Hourly Rate*
Telepsychiatry Services provided by an Adult Psychiatrist	\$232– \$258 per hour
Telepsychiatry Services provided by a Child or All Ages Psychiatrist	\$250 – \$320 per hour
Telepsychiatry Services provided by a Nurse Practitioner	\$145– \$180 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Child and Family Therapy	\$105- \$120 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Adult Therapy	\$105-\$120 per hour

*For a multi-lingual clinician and/or for “specialty providers”, an additional charge of \$10.00 per hour will be added to the rate. For supervision, an additional charge of \$20 per hour will be added to the rate.

Notwithstanding the foregoing, Iris Telehealth may make market-based updates/adjustments to the rate schedule set forth on Exhibit A from time to time by providing the County of Inyo with ninety (90) days’ prior written notice thereof. Any compensation in addition to compensation set forth herein would be made by mutual agreement between the County of Inyo and the Partner. Upon the final selection of the applicable clinician(s), Partner will provide County of Inyo written notice of the applicable hourly rate(s) pursuant to a Service Summary.

The Partner will submit a monthly invoice specifying dates and hours when services were rendered. Any additional compensation would be made by mutual agreement between the County of Inyo and the Partner.






Inyo_County-Addendum-6.13.23

Final Audit Report

2023-06-13

Created:	2023-06-13
By:	Desirae Kinney-Woods (desirae.kinney-woods@iristelehealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZdLCLyt6sHdxpDSvD8fVex6HNIKuR5pV

"Inyo_County-Addendum-6.13.23" History

-  Document created by Desirae Kinney-Woods (desirae.kinney-woods@iristelehealth.com)
2023-06-13 - 8:13:29 PM GMT
-  Document emailed to Tom Milam (Tom.Milam@iristelehealth.com) for signature
2023-06-13 - 8:13:52 PM GMT
-  Email viewed by Tom Milam (Tom.Milam@iristelehealth.com)
2023-06-13 - 9:28:35 PM GMT
-  Document e-signed by Tom Milam (Tom.Milam@iristelehealth.com)
Signature Date: 2023-06-13 - 9:28:45 PM GMT - Time Source: server
-  Agreement completed.
2023-06-13 - 9:28:45 PM GMT

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27th day of September 2022 an order was duly made and entered as follows:

*HHS-Behavioral
Health –
Iris Telehealth
Medical Group
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 27th
Day of September, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 30, 2022

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Iris Telehealth Medical Group (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2022 to 6/30/2023, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect.

B. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of ten (10) years from the termination or completion of this Agreement unless otherwise provided in Attachment A. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days' written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main St., Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Iris Telehealth Medical Group</u>	Name
<u>114 W. 7th Street, Suite 900</u>	Address
<u>Austin, TX 78701</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY OF September, 2022.

COUNTY OF INYO

By: 

Dated: 09/27/2022


CONTRACTOR

By: 
Signature

Thomas Milam, MD
Print or Type Name

Dated: 08/31/2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

1. Contractor Is: (Check One)

An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.

A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 7/1/2022 TO: 6/30/2023

SCOPE OF WORK

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Master's degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022

TO: 6/30/2023

SCOPE OF WORK

2. Every I/A must meet the following criteria:
 - i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
 - ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
 - iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
4. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 7/1/2022 TO: 6/30/2023

SCOPE OF WORK

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022

TO: 6/30/2023

SCOPE OF WORK

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.
- (e) As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPAA Business Associate Agreement.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF TELEPSYCHIATRY SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

A. Contractor will provide an average of 19 hours per week of psychiatric evaluations for the purposes of prescribing medically appropriate medications and medication management. Contractor shall possess a valid medical license to practice psychiatry via telemedicine or in person in the State of California. Psychiatric services will be provided in mutually agreed upon blocks of time scheduled in advance. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment or, if psychiatric services are provided on site in person, patients may be seen on a walk-in basis. During the blocks of time agreed upon for services, in the case of a no-show, Contractor will allow for a substitution. Patients will be seen in a predetermined setting, primarily in our outpatient clinic in Bishop or in the jail, but may also be seen in other settings such as the home or in a community setting as long as privacy can be maintained.

B. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and sixty (60) minute sessions for new adult patients and psychiatric evaluations. Contractor agrees to provide psychiatric medication evaluations and medication management for children and adolescents on a case by case basis depending upon the needs of the patient and the Contractor's scope of practice. Contractor will discuss treatment plan and reasons for declining to see a particular child or adolescent with the child's legal caregivers and with the clinical staff. Scheduling for children and adolescents will be during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in County's electronic health record (EHR) and will prescribe medications using the County's prescribing system.

C. Contractor will participate in interdisciplinary meetings and may be asked to consult in other meetings for the purposes of care coordination. These meetings may take place outside the scheduled blocks of time reserved for patient care, but will be arranged in advance. Contractor will be paid the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

D. In general, Contractor will not be required to sign requests for any type of disability assistance or general financial assistance for patients, however Contractor will consider such requests on a case by case basis and will consider such requests in the context of diagnosed mental illness and prognosis.

E. Contractor may be asked to provide clinical supervision for Inyo County Behavioral Health staff at mutually agreed upon times for which Contractor will be paid at the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

F. Contractor will communicate with Inyo County Behavioral Health Services nurses regarding scheduling of patients or with designated schedulers, and schedulers by telephone, or HIPAA compliant messaging. Contractor's telemedicine platform will also meet all applicable standards.

G. Inyo County BHS may request emergency consultation however, Contractor is not available to remain on stand-by for emergency calls. Contractor will not be scheduled for on-call hours.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

See Attached Schedule of Fees.

**Inyo County HHS-Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p style="text-align: center;"><u>Daily All-Inclusive Rate</u></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$____/hour	\$____/hour
<p style="text-align: center;"><u>Weekend Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Weeknight Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Overtime Rate</u></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$____/hour	\$____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

Inyo may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, Inyo may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually

agreed upon fee. Inyo may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: 7/1/2022 **TO:** 6/30/2023

**STATE DEPARTMENT OF HEALTH CARE SERVICES
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)**

**Inyo County Health and Human Services- Behavioral Health Division
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage Requirements
And Documentation Standards**

Version:	1.0	Effective	5/25/2022
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REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073,
Behavioral Health Information Notice (BHIN) No: 22-019
CA WIC section 14184.402

DEFINITIONS:

ICBHS – Inyo County Behavioral Health Services
DHCS Department of Health and Social Services – State of California
SMHS – Specialty Mental Health Services
DMC -- Drug Medi-Cal

POLICY

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.AND

- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria. (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
 - a) The beneficiary has at least one of the following:**
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
 - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Additional Coverage Requirements and Clarifications This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(I) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

(2) SMHS Assessment Domain Requirements

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

- Domain 1: • Presenting Problem(s) • Current Mental Status • History of Presenting Problem(s) • Beneficiary-Identified Impairment(s)
- Domain 2: • Trauma
- Domain 3: • Behavioral Health History • Comorbidity
- Domain 4: • Medical History • Current Medications • Comorbidity with Behavioral Health
- Domain 5: • Social and Life Circumstances • Culture/Religion/Spirituality
- Domain 6: • Strengths, Risk Behaviors, and Safety Factors
- Domain 7: • Clinical Summary and Recommendations • Diagnostic Impression • Medical Necessity Determination/Level of Care/Access Criteria

(3) SMHS, DMC, and DMC-ODS Problem List

- A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.
- B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.
- D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

- E. The problem list shall include, but is not limited to, the following:
- Diagnoses identified by a provider acting within their scope of practice, if any.
- Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
- Problems identified by a provider acting within their scope of practice, if any.
 - Problems or illnesses identified by the beneficiary and/or significant support person, if any.
 - The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.3
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one

progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

(5) Treatment and Care Planning Requirements:

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment I (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.¹ **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
 - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
 - Identifies a course of action to respond to the assessed needs of the beneficiary; and
 - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:** Peer support services must be based on an approved plan of care.
- C. Additional Treatment and Care Plan Requirements**

(6) Telehealth Consent: If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the provision of this

¹ For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN, Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
 - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
- 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160

and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

IMPLEMENTATION: Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary

DISCIPLINARY ACTION:

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure 7.1 Code of Conduct and Disciplinary Action

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: 2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

Attachment D: 2022 Insurance Requirements for Professional Services

contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of

Attachment D: 2022 Insurance Requirements for Professional Services

Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2022, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and CE, herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Indent** shall have the same meaning given to such term at 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law or as permitted by 45 C.F.R. Section 164.502(j); or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, unless the disclosure is required by law, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. BA shall report to CE any Security Incident of which BA becomes aware.
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE, without unreasonable delay and in no case later than ten (10) calendar days after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o.* **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a.* **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b.* **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c.* **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation by BA of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is also named as an adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group

By: Stephanie Tanksley
Digitally signed by Stephanie Tanksley
Date: 2022.09.07 13:42:55 -07'00'

By: Thomas Milam, MD
Digitally signed by Thomas Milam, MD
Date: 2022.09.08 11:12:47 -04'00'

Print Name: Stephanie Tanksley

Print Name: Thomas Milam

Title: Inyo County PIQA Manager/HIPAA Officer

Title: Chief Medical Officer

Date: 09/07/22

Date: 09/08/2022

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27th day of September 2022 an order was duly made and entered as follows:

*HHS-Behavioral
Health –
Iris Telehealth
Medical Group
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 27th
Day of September, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 30, 2022



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: September 27, 2022

FROM: Lucy Vincent

SUBJECT: Inyo County Contract with Iris Telehealth Medical Group for the Provision of Telepsychiatry Services

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This agreement comes to your Board as a ratification, as the telehealth provider was delayed in providing the Department with the documents required to initiate routing of the contract. The Department issued a Request for Proposals in 2020 for a telehealth contractor to provide psychiatry services. Iris Telehealth was the successful respondent and a contract was established with their organization. The Department has been working with Dr. Michael Winsten, an Iris Telehealth psychiatrist since February 2021. Dr. Winsten provides outpatient services and psychiatry services to persons who are incarcerated. Continuing this contract ensures continuity of service to his patients and will ensure requirements as the managed care specialty mental health service plan are being met by the agency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required by the state.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Mental Health realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

ATTACHMENTS:

1. Iris Telehealth Contract FY 22-23
2. HIPAA Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 6/23/2022
Darcy Ellis	Approved - 6/24/2022
Lucy Vincent	Approved - 9/12/2022
Marilyn Mann	Approved - 9/13/2022
Melissa Best-Baker	Approved - 9/20/2022
John Vallejo	Approved - 9/20/2022
Amy Shepherd	Approved - 9/21/2022
Marilyn Mann	Final Approval - 9/21/2022

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Iris Telehealth Medical Group (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2022 to 6/30/2023, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect.

B. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of ten (10) years from the termination or completion of this Agreement unless otherwise provided in Attachment A. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days' written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main St., Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Iris Telehealth Medical Group</u>	Name
<u>114 W. 7th Street, Suite 900</u>	Address
<u>Austin, TX 78701</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY OF September, 2022.

COUNTY OF INYO

By: 

Dated: 09/27/2022

CONTRACTOR

By: 
Signature

Thomas Milam, MD

Print or Type Name

Dated: 08/31/2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 7/1/2022 TO: 6/30/2023

SCOPE OF WORK

1. Contractor Is: (Check One)

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.
- An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Master's degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

2. Every I/A must meet the following criteria:
 - i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
 - ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
 - iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
4. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.
- (e) As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF TELEPSYCHIATRY SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

A. Contractor will provide an average of 19 hours per week of psychiatric evaluations for the purposes of prescribing medically appropriate medications and medication management. Contractor shall possess a valid medical license to practice psychiatry via telemedicine or in person in the State of California. Psychiatric services will be provided in mutually agreed upon blocks of time scheduled in advance. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment or, if psychiatric services are provided on site in person, patients may be seen on a walk-in basis. During the blocks of time agreed upon for services, in the case of a no-show, Contractor will allow for a substitution. Patients will be seen in a predetermined setting, primarily in our outpatient clinic in Bishop or in the jail, but may also be seen in other settings such as the home or in a community setting as long as privacy can be maintained.

B. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and sixty (60) minute sessions for new adult patients and psychiatric evaluations. Contractor agrees to provide psychiatric medication evaluations and medication management for children and adolescents on a case by case basis depending upon the needs of the patient and the Contractor's scope of practice. Contractor will discuss treatment plan and reasons for declining to see a particular child or adolescent with the child's legal caregivers and with the clinical staff. Scheduling for children and adolescents will be during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in County's electronic health record (EHR) and will prescribe medications using the County's prescribing system.

C. Contractor will participate in interdisciplinary meetings and may be asked to consult in other meetings for the purposes of care coordination. These meetings may take place outside the scheduled blocks of time reserved for patient care, but will be arranged in advance. Contractor will be paid the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

D. In general, Contractor will not be required to sign requests for any type of disability assistance or general financial assistance for patients, however Contractor will consider such requests on a case by case basis and will consider such requests in the context of diagnosed mental illness and prognosis.

E. Contractor may be asked to provide clinical supervision for Inyo County Behavioral Health staff at mutually agreed upon times for which Contractor will be paid at the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

F. Contractor will communicate with Inyo County Behavioral Health Services nurses regarding scheduling of patients or with designated schedulers and schedulers by telephone, or HIPAA compliant messaging. Contractor's telemedicine platform will also meet all applicable standards.

G. Inyo County BHS may request emergency consultation however, Contractor is not available to remain on stand-by for emergency calls. Contractor will not be scheduled for on-call hours.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

See Attached Schedule of Fees.

**Inyo County HHS-Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p style="text-align: center;"><u>Daily All-Inclusive Rate</u></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$____/hour	\$____/hour
<p style="text-align: center;"><u>Weekend Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Weeknight Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Overtime Rate</u></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$____/hour	\$____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

Inyo may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, Inyo may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually

agreed upon fee. Inyo may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: 7/1/2022 **TO:** 6/30/2023

**STATE DEPARTMENT OF HEALTH CARE SERVICES
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)**

**Inyo County Health and Human Services- Behavioral Health Division
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage Requirements
And Documentation Standards**

Version:	1.0	Effective	5/25/2022
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REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073,
Behavioral Health Information Notice (BHIN) No: 22-019
CA WIC section 14184.402

DEFINITIONS:

ICBHS – Inyo County Behavioral Health Services
DHCS Department of Health and Social Services – State of California
SMHS – Specialty Mental Health Services
DMC – Drug Medi-Cal

POLICY

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
- a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
- AND

- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
- a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
- a) The beneficiary has at least one of the following:**
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
 - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Additional Coverage Requirements and Clarifications This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(1) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

(2) SMHS Assessment Domain Requirements

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

Domain 1: • Presenting Problem(s) • Current Mental Status • History of Presenting Problem(s) • Beneficiary-Identified Impairment(s)

Domain 2: • Trauma

Domain 3: • Behavioral Health History • Comorbidity

Domain 4: • Medical History • Current Medications • Comorbidity with Behavioral Health Domain 5: • Social and Life Circumstances • Culture/Religion/Spirituality

Domain 6: • Strengths, Risk Behaviors, and Safety Factors

Domain 7: • Clinical Summary and Recommendations • Diagnostic Impression • Medical Necessity Determination/Level of Care/Access Criteria

(3) SMHS, DMC, and DMC-ODS Problem List

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any.

Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.³
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one

progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

(5) Treatment and Care Planning Requirements:

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

A. Targeted Case Management (TCM): Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.¹ **The TCM care plan:**

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
- Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
- Identifies a course of action to respond to the assessed needs of the beneficiary; and
- Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.

B. Peer Support Services: Peer support services must be based on an approved plan of care.

C. Additional Treatment and Care Plan Requirements

(6) Telehealth Consent: If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the provision of this

¹ For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN, Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
 - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
- 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160

and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

IMPLEMENTATION: Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary

DISCIPLINARY ACTION:

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure 7.1 Code of Conduct and Disciplinary Action

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 7/1/2022 **TO:** 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: 2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

Attachment D: 2022 Insurance Requirements for Professional Services

contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of

Attachment D: 2022 Insurance Requirements for Professional Services

Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2022, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and CE, herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Indent** shall have the same meaning given to such term at 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law or as permitted by 45 C.F.R. Section 164.502(j); or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, unless the disclosure is required by law, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. BA shall report to CE any Security Incident of which BA becomes aware.
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE, without unreasonable delay and in no case later than ten (10) calendar days after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation by BA of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is also named as an adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group

By: Stephanie Tanksley
Digitally signed by Stephanie Tanksley
Date: 2022.09.07 13:42:55 -07'00'

By: Thomas Milam, MD
Digitally signed by Thomas Milam, MD
Date: 2022.09.08 11:12:47 -04'00'

Print Name: Stephanie Tanksley

Print Name: Thomas Milam

Title: Inyo County PIQA Manager/HIPAA Officer

Title: Chief Medical Officer

Date: 09/07/22

Date: 09/08/2022



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

October 3, 2023

Reference ID:
2023-4125

Contract Award for Emergency Repair of Pine Creek Road Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Nolan Ferguson, Assistant Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Award the contract for the emergency repair of Pine Creek Road to Summer Construction, Inc. of Santa Paula, CA in the amount of \$393,744.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the spring runoff event, Pine Creek Road experienced a wash out which caused significant damage to the shoulder and roadway. Pine Creek Road is a federally qualified road and Public Works has received full approval from the Federal Highways Administration (FHWA) to repair the road under Emergency Opening (EO) which makes all costs 100% reimbursable. Public Works went to bid for the project and received a single quote from Summer Construction Company of Santa Paula CA in the amount of \$393,744.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5700
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
\$393,744 which should be 100% reimbursed within the 2023-2024 Fiscal Year.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Failure to award the contract would risk a loss of Federal Highways Administration (FHWA) reimbursability on this project. FHWA has approved the project under Emergency Opening which creates a timeframe of 270 days to complete from the date of the Emergency Proclamation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Summers Construction Inc. Bid Package
2. Construction Contract

APPROVALS:

Nolan Ferguson	Created/Initiated - 9/20/2023
Darcy Ellis	Approved - 9/20/2023
Nolan Ferguson	Approved - 9/21/2023
Keri Oney	Approved - 9/25/2023
Breanne Nelums	Approved - 9/26/2023
Michael Errante	Approved - 9/26/2023
John Pinckney	Approved - 9/26/2023
John Vallejo	Approved - 9/27/2023
Amy Shepherd	Approved - 9/27/2023
Nate Greenberg	Final Approval - 9/27/2023

BID PROPOSAL FORM



TO: COUNTY OF INYO
Attn.: Inyo County Public Works / Nolan Ferguson
168 North Edwards Street, P.O. Box Q
Independence, California 93526
(Herein called the "County")

FROM: Summer Construction, Inc.
P.O. Box 30
Santa Paula, CA 93060

(Herein called "Bidder")

FOR: **PINE CREEK ROAD REPAIR PROJECT**
(Herein called "Project")

This bid was received on August, 20 23 @ 3:40pm
Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: [Signature], Assistant

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on August 16th, 2023 by the Inyo County Public Works Department, 168 North Edwards Street (mailing address: P.O. Box Q), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted. A non-mandatory job walk is scheduled for August 2nd at 10am. Bidders are encouraged to attend.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$ 393,744.00

PROJECT BID AMOUNT:

LUMP SUM FOR PROJECT (IN NUMBERS): \$ 393,744.00

BID TOTAL (IN WORDS): Three hundred ninety three thousand seven hundred forty four dollars

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

_____ Addendum No. 1 (8-3-23)
_____ Addendum No. 2 (8-10-23)

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Summer Construction, Inc.

Address: P.O. Box 30

Santa Paula, CA Zip Code 93061

(The above address will be used to send notices or requests for additional information.)

Telephone: (805) 933-9364

Federal Identification No.: 90-0079914

Contractor's License No.: 597494 State: CA

Classification: A Expiration Date: 6/30/24

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation () Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

Sam Bennett - President, Secretary, Treasurer
and chief Executive officer

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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 County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.



(Signature of Authorized Person)

8/15/23

(Date)

Sam Bennett

(Printed Name)

President

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

PINE CREEK ROAD REPAIR PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ SUMMER CONSTRUCTION, INC. _____ as Principal, and
(Name of Bidder)

_____ GREAT AMERICAN INSURANCE COMPANY _____
(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent of Amount Bid Dollars (\$ 10% of Amount Bid) 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 **PINE CREEK ROAD REPAIR PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

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

WITNESS our hands and seals this 9th day of August, 20 23 A.D.

SUMMER CONSTRUCTION, INC.

Principal

(SEAL)

By: 

(Title of Authorized Person)

606 Sespe Avenue #202, Fillmore, CA 93105

(Address for Notices to be sent)

GREAT AMERICAN INSURANCE COMPANY

Surety

(SEAL)

By: 

(Title of Authorized Person) An M. Pham, Attorney-in-Fact

1255 Treat Blvd., Suite 810, Walnut Creek, CA 94597

(Address for Notices to be sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21694

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NIP PHAM	ALL OF	ALL
TUAN PHAM	CUPERTINO,	\$100,000,000
AN M. PHAM	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **23RD** day of **SEPTEMBER**, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **23RD** day of **SEPTEMBER**, 2021

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **9th** day of **August**, 2023



My L C. B.

Assistant Secretary

ACKNOWLEDGMENT

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

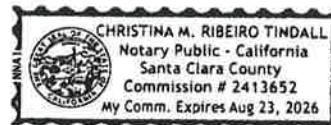
State of California
County of Santa Clara)

On AUG. 9, 2023 before me, Christina M. Ribeiro Tindall, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Christina M. Ribeiro Tindall (Seal)

Pine Creek Road Repair Project

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[N/A]

ATTACH CHECK HERE

[]

Bidder (print name): _____

PINE CREEK ROAD REPAIR PROJECT

DESIGNATION OF SUBCONTRACTORS

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

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
8	Install HMA	23%	258762 A 6/30/25	R.C Becker - Santa clara CA (661) 259-4845
2	Traffic Control	5%	826823 C31 10/31/23	Total Barricade - Oxnard CA (805) 485-0345


President

 (Signature of Authorized Person) (Title)

Sam Bennett 8/15/23

 (Printed Name) (Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)

PINE CREEK ROAD REPAIR PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

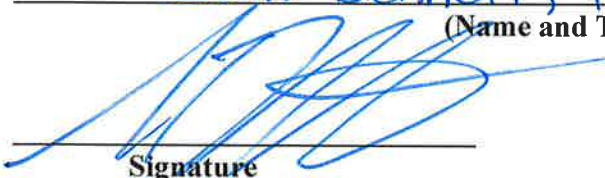
The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

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

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

Sam Bennett, President

(Name and Title of Signer)



Signature

8/15/23

Date

Company Name

Summer Construction, Inc.

Business Address

P.O Box 30

Santa Paula, CA 93061

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

PINE CREEK ROAD REPAIR PROJECT

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

Sam Bennett, President

(Name and Title of Signer)


Signature

8/15/23
Date

Company Name Summer Construction, Inc.

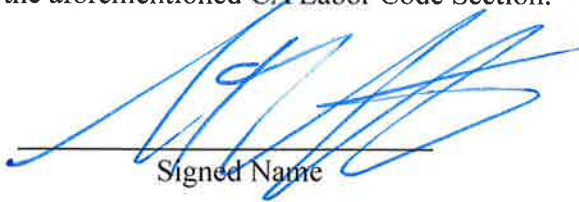
Business Address PO Box 30, Santa Paula CA, 93061

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

**CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)**

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.


Signed Name

8/15/23
Date

Sam Bennett
Printed Name

1000004997
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

PINE CREEK ROAD REPAIR PROJECT

The undersigned declares:

I am the President of Summer Construction, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

8/15/23, at Fillmore, CA
(Date) (City) (State)

Sam Bennett, President
(Name and Title of Signer)

[Handwritten Signature]
Signature

8/15/23
Date

Company Name Summer Construction, Inc.

Business Address P.O. Box 30
Santa Paula, CA 93061

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

PINE CREEK ROAD REPAIR PROJECT

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

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

Yes _____ No _____

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

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

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO.
1156**

PINE CREEK ROAD REPAIR PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 2. Holds any required business license by a jurisdiction located in Inyo County; and
 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

**BID ITEM LIST FOR
PINE CREEK ROAD REPAIR PROJECT
PROJECT NO. TR-023-008**

UNIT MEASURE LEGEND:

LS = LUMP SUM

LF = LINEAR FEET

CY = CUBIC YARD

SF = SQUARE FEET

EA = EACH

SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	MOBILIZATION/DEMOB	LS	1	\$ 73,000.-	\$ 73,000.-
2	TRAFFIC CONTROL	LS	1	\$ 38,000.-	\$ 38,000.-
3	EXCAVATE BROKEN ASPHALT	LS	1	\$ 35,480.-	\$ 35,480.-
4	TRENCH FOR CULVERT INSTALL	LS	1	\$ 24,518.-	\$ 24,518.-
5	SUPPLY AND INSTALL CULVERT & BACKFILL	LS	1	\$ 48,338.-	\$ 48,338.-
6	SUPPLY INSTALL AND COMPACT BASE	CY	160	\$ 295.-	\$ 47,200.-
7	INSTALL FILL INSIDE SHOULDER	CY	330	\$ 80.00	\$ 26,400.-
8	INSTALL HOT MIX ASPHALT	CY	80	\$ 1234.-	\$ 98,720.-
9	TOUCH UP STRIPING	LS	1	\$ 2,088.-	\$ 2,088.-

TOTAL BID (IN NUMBERS)

393,744.00

TOTAL BID (IN WORDS)

Three hundred ninety three thousand
Seven hundred forty four dollars

BIDDER'S COMPANY NAME

Summer Construction, Inc.

REVIEWED AND CHECKED BY DATE _____

(For County Use)

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence CA

PROJECT DESCRIPTION: PINE CREEK ROAD REPAIR PROJECT

TOTAL CONTRACT AMOUNT: \$ 393,744.00

BID OPENING DATE: August 16th 2023

BIDDER'S COMPANY NAME: Summer Construction, Inc.

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO/CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
<u>1,3-7, 9</u>	<u>Mobilization Excavate broken Asphalt Trench for culvert install Supply & install culvert and backfill Supply and install compact base Install Fill Inside Shoulder Touch up striping</u>	<u>#31601 exp 10/31/23</u>	<u>Summer Construction (805) 933-9364</u>	<u>280,950.40</u>

For Inyo County to Complete:

Project Number: _____

Financing Type: _____

Contract Award Date: _____

Checked by: _____

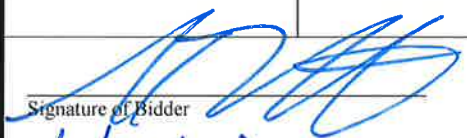
Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ 280,950.40

72 %

Signature of Bidder



8/15/23 (805) 933-9364
Date (Area Code) Tel. No.

Sam Bennett
Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable,** a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: Pine Creek Road Repair Project		CONTRACT COMPLETION DATE				
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT				
BUSINESS ADDRESS						
ITEM NO.	DESCRIPTION OF WORK	UNIT MEAS.	QUANTITY	PRICE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
1	Mobilization/Demolition	LS	1	\$		
2	Traffic Control	LS	1	\$		
3	Excavate broken Asphalt	LS	1	\$		
4	Trench for Culvert installation	LS	1	\$		
5	Supply, install Culvert and backfill	LS	1	\$		
6	Supply, Install and Compact base	CY	160	\$		
7	Install fill inside shoulder	CY	330	\$		
8	Install hot mix Asphalt	CY	80	\$		
9	Touch up striping	LS	1	\$		
\$ _____		(i) Original Commitment				
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT						

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- ___ The Bid Proposal Form
- ___ The Bid Bond
- ___ The Faithful Performance Bond

- ___ The Labor and Materials Payment Bond
- ___ Insurance Specifications
- ___ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ___ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ___ The Special Provisions concerning this Project including the Appendices and the Plans
- ___ Scope of Work Attachment [negotiated contracts only]
- ___ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. 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.

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

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

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

If to County: County of Inyo
Public Works Department
Attn: _____

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

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

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

17. TERMINATION. This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

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

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

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

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

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE

PROJECT

INSURANCE PROVISIONS



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

October 3, 2023

Reference ID:
2023-4145

Personal Services Contract - Health and Human Services Director 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 Anna Scott for the provision of personal services as the Health and Human Services Director at Range 160, Step E, \$14,043 per month effective October 12, 2023, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the conclusion of interviews and negotiations, your Board directed staff to prepare this contract and bring it to your Board for final consideration and action. This is Standard Contract 202, which outlines all the terms and conditions of employment.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	Various HHS Budgets
Budgeted?	Yes	Object Code	Salaried and Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This position is part of the County's Authorized Staffing for Fiscal year 2024-2025 and budgeted in various HHS Department budgets.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and direct Personnel to begin the recruitment process again, or re-negotiate the terms and conditions of the contract. This is not recommended, as

Mrs. Scott was selected as the preferred candidate during an open and expansive recruitment effort and is fully qualified for this position.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; Personnel

ATTACHMENTS:

1. HHS Director Contract

APPROVALS:

Keri Oney	Created/Initiated - 9/18/2023
Darcy Ellis	Approved - 9/18/2023
John Vallejo	Approved - 9/18/2023
Amy Shepherd	Approved - 9/18/2023
Nate Greenberg	Final Approval - 9/27/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

INTRODUCTION

WHEREAS, ANNA SCOTT (hereinafter referred to as "Department Head") has been or will be duly appointed as Health and Human Services Director for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Department Head desire to set forth the manner and means by which Department Head will be compensated for performance of duties.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head 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 Department Head under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from October 12, 2023, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. County shall reimburse Department Head for the travel expenses and per diem which Department Head 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 Department Head 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 Department Head without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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. Department Head 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 Department Head by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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. Department Head 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 Department Head and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Department Head'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, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Department Head 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 Department Head for injuries received in the course and scope of providing such services,

County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF DEPARTMENT HEAD.

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

10. DEFENSE AND INDEMNIFICATION.

In the event the Department Head 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 Department Head harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

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

Department Head 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 Department Head. County has relied upon the skills, knowledge, experience, and training of Department Head as an inducement to enter into this Agreement. Department Head shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head 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 Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Department Head

<u>Anna Scott</u>	Name
<u>425 Vista Verde Road</u>	Street
<u>Bishop, CA 93514</u>	City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

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

COUNTY OF INYO

DEPARTMENT HEAD

By: _____

By: Anna Scott
Print or Type Name

Dated: _____

Anna Scott
Signature

Dated: August 8, 2023

APPROVED AS TO FORM AND
LEGALITY:

Grace Chukha
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Health and Human Services Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Range 160 Step E and be paid \$14,043 per month and shall be paid every two weeks on County paydays.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
3. Department Head 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.
4. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. 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 ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Department Head 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. Department Head will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\\ NOTHING FOLLOWS ///



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

October 3, 2023

Reference ID:
2023-4144

Recommendation to Set Two-Hour Limit Parking Restriction on South Side of U.S. 395 between Tu Su and See Vee Lanes Public Works ACTION REQUIRED

ITEM SUBMITTED BY

John Pinckney, Assistant Public Works Director

ITEM PRESENTED BY

John Pinckney, Assistant Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2023-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Requesting Parking Restrictions on Certain Areas of Highway 395 North of Bishop," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Caltrans is currently in the process of acquiring the right-of-way necessary for the Meadowfarm ADA project, which will improve pedestrian and accessibility along US 395 between See Vee Lane and Barlow Lane. Various property owners on the south side of US 395 have requested that, in exchange for their agreement to sell some of their land to Caltrans, Caltrans restricts some parking near their businesses to two hours. These business owners are concerned about a loss of parking due to their sale of land and want to ensure that short-term parking remains available for their customers.

The California Vehicle Code does not allow Caltrans to unilaterally set such parking restrictions. Instead, the local government must set the parking restrictions, with the concurrence of Caltrans. The attached resolution would set the proposed two-hour parking restrictions, and the letter attached to the resolution serves as Caltrans' concurrence.

FISCAL IMPACT:

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

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could refuse to request parking restrictions. This request came from negotiations between Caltrans and land owners on the south side of US395 within the project boundary.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. U.S. 395 Parking Restriction Resolution
2. Caltrans Letter of Concurrence

APPROVALS:

John Pinckney	Created/Initiated - 9/18/2023
Darcy Ellis	Approved - 9/18/2023
John Pinckney	Approved - 9/18/2023
John Vallejo	Approved - 9/18/2023
Nate Greenberg	Approved - 9/27/2023
Michael Errante	Final Approval - 9/28/2023

RESOLUTION NO. 2023 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
REQUESTING PARKING RESTRICTIONS ON CERTAIN AREAS OF HIGHWAY 395
NORTH OF BISHOP**

WHEREAS, CalTrans is currently in the process of planning and engineering certain modification to Highway 395 between See Vee Lane and Barlow Lane at the northern end of Bishop (“the Meadow Farms ADA project”);

WHEREAS, the Meadow Farms ADA project will include modifications to the shoulder of the highway that will change available parking in the area;

WHEREAS, the Inyo County Board of Supervisors believes that it would best balance the needs of all users of the parking in the Meadow Farms ADA project area to place time limits on certain parking spots;

WHEREAS, pursuant to Cal. Vehicle Code section 22506, a local government may, in conjunction with and with the authorization of CalTrans, place restrictions on parking on state highways.

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that,

1. All parking along the south side of Highway 395 between the cross streets of See Vee Lane to the east and Tu Su Lane to the west shall be limited to two hours.
2. As reflected in the letter attached hereto as Exhibit A, CalTrans has approved and supports this parking limitation, per the requirements of Cal. Vehicle Code section 22506.
3. This resolution shall take effect upon the posting of appropriate signage by CalTrans to inform the public of the parking restrictions outlined in this resolution.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JENNIFER ROESER, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

California Department of Transportation

DISTRICT 9
500 SOUTH MAIN STREET | BISHOP, CA 93514
(760) 872-0601 | FAX (760) 872-0678 TTY 711
www.dot.ca.gov



September 14, 2023

Supervisor Jennifer Roeser
Chairperson
Inyo County Board of Supervisors
224 N. Edwards St.
Independence, CA 93526

Dear Supervisor Roeser:

The California Department of Transportation (Caltrans) District 9 is currently progressing with the Meadow Farms Americans with Disabilities Act (ADA) project, with work to occur on and around US 395 from See Vee Lane to Barlow Lane. This project will improve pedestrian and bicycle accessibility, upgrade existing facilities to ADA standards, and construct a multi-use path in the area. These enhancements will modify on-street parking along the highway.

Caltrans has received the proposed Inyo County Board of Supervisors resolution to limit parking to two hours along the south side of US 395 between See Vee Lane and Tu Su Lane. California Vehicle Code §22506 grants local authorities the ability to prohibit or restrict the parking of vehicles on a state highway within their jurisdiction, provided the resolution is submitted to and approved by Caltrans.

Any designated public parking in this area will not affect the intended use of Caltrans' right of way, therefore Caltrans has no objections to the placement of these parking limitations by Inyo County, pursuant to county ordinances.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan A. Dermody'.

RYAN A. DERMODY
District 9 Director



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

October 3, 2023

Reference ID:
2023-4098

Update on Regional Broadband Activities County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

This is an information item only.

BACKGROUND / SUMMARY / JUSTIFICATION:

Scott Armstrong, Regional Broadband Coordinator, will provide an update on broadband-related activities, including recently submitted grant applications.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Inyo Broadband Update 10.03.23

APPROVALS:

Scott Armstrong

Created/Initiated - 9/25/2023

Darcy Ellis
Scott Armstrong
Nate Greenberg

Approved - 9/26/2023
Approved - 9/26/2023
Final Approval - 9/27/2023



Broadband Update Inyo County

October 3, 2023

<https://ConnectedEasternSierra.net/>



Overview

- Grants Update
- Middle-Mile Broadband Initiative
- IMBC Work Plan Updates
- Acronyms for Reference



Grant Updates

- CASF Consortia Grant
- CPUC FFA Grant
- CPUC LATA Grant
- BEAD
- CASF Infrastructure Account
- USDA RD Broadband Technical Assistance



Grants: Consortia Grant

- Budget Modification Request on August 17
- CPUC is Testing an Online Payment and Reporting Tool
- Grant Year 1 of 3: February 1, 2023 – January 31, 2024



Grants: FFA

- Grant Applications Submitted for Inyo County
- CPUC May Allow Applicants to Amend Applications
- Expected Award Notifications in January
- Allocations: \$13,220,000 for Inyo, \$10,600,000 for Mono
- Second Application Window – 2024 Q1



Grants: LATA

- Current Status of Inyo LATA Grants
- Phase 1-A Designs Expected in October
- Phase 1-B RFP Closes October 16
- Phases for Reference:
 - 1-A: *Grant Year 1* – Near Digital 395
 - 1-B: *Grant Year 1* – Priority, Need Middle-Mile Network
 - 2-A: *Grant Year 2* – Near Planned MMBN, Expected Incumbent Projects
 - 2-B: *Grant Year 2* – Remaining Locations



Grants: BEAD

- NTIA BEAD Allocation for California: \$1.86B
- Next Step: 2024 - NTIA Initial Approval, Challenges, etc.
- One Year Later (2025) – CA Final Proposal Due



Grants: CASF Infrastructure

- Next Grant Application Window closes April 1, 2024
- Providers and Local Governments can Apply
- Allows Fixed Wireless for Last Mile



Grants: USDA RD

- USDA RD Broadband Technical Assistance:
 - *Hammil & Furnace Creek applications submitted June 20*



Middle-Mile Broadband Initiative

- MMBI (the Project) & MMBN (the Network)
 - Current [MMBI Network Map](#)
 - Construction, Purchases, Leases and Joint Builds
 - Phased Approach is gone
 - Committed to all 10,000+ miles, 7,000 miles within the next 18 months
 - Interconnects every 2500 feet
- MMBI Purchase of Digital 395 Network
 - Asset Purchase Agreement Signed
 - NTIA Waiver Submitted (Estimated 6-month timeline)
 - Next Step: Membership and Class A Membership Board Approval
 - Closing requires NTIA Waiver, Membership Approval & Other Conditions



Work Plan Updates

- IMBC [Website](#) Updates
 - [Speed Tests](#)
 - [Provider Support](#) (and Escalation Portals – future)
 - [Comprehensive List of Potential Project Locations](#)
- Regional Speed Test Data Analysis and Sharing (in progress)
- Visual Depiction of Potential Project Locations (in progress)



Other Activities

- [CPUC Workshop on Service Quality and Enforcement](#)
- GSN Meetings to Coordinate Network Hut Placement



Acronyms

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment (NTIA grant program)
- CASF – California Advance Services Fund (within the CPUC)
- CBC – California Broadband Cooperative (Digital 395 network)
- CDT – California Department of Technology
- CPUC – California Public Utilities Commissions
- FCC – Federal Communications Commission
- GSCA – Golden State Connect Authority (JPA – RCRC)
- GSN – Golden State Net – MMBI Third Party Network Administrator
- IMBC – Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- JPA – Joint Powers Authority
- MMBI – Middle-Mile Broadband Initiative (State of California project)
- MMBN – Middle-Mile Broadband Network (GSN-managed network)
- NTIA – National Telecommunications & Information Administration
- RCRC – Rural County Representatives of California
- USDA RD – US Department of Agriculture Rural Development





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

October 3, 2023

Reference ID:
2023-4200

First Draft of Permit-Ready Accessory Dwelling Unit Prototypes

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Receive presentation on Permit-Ready Accessory Dwelling Unit (ADU) Prototypes program and provide feedback on the first draft of conceptual ADU designs to architects at Design Path Studio.

BACKGROUND / SUMMARY / JUSTIFICATION:

Accessory Dwelling Units (ADUs) are an innovative and effective option for adding much needed housing in Inyo County. ADUs can be a more affordable type of home to construct because they do not require paying for land, major new infrastructure, or extra parking. For owners, they can provide a revenue stream and represent a long-term investment, and offer flexibility for aging-in-place. In Inyo County, where land for new development is scarce, ADUs and Junior ADUs (JADUs) are a necessary strategy for increasing the stock of available housing.

In recent years, counties throughout California have sought to make the building process as cheap and easy as possible by offering permit-ready plans that provide significant cost and time savings during the design phase. Though a building permit will still be required to ensure that the ADU/JADU meets all zoning, building, health and safety codes, these plans will have been designed and pre-reviewed by Building and Safety to ensure they comply with the California Building Code, which can significantly reduce permitting time. Homeowners may still want to hire an architect to make modifications or site-specific changes to the pre-approved plans, but architectural costs can also be significantly reduced when plans are not being developed from scratch.

Inyo County issued a Request for Proposals (RFP) on March 31, 2023 for a qualified firm to design architectural, structural, and engineered building plans, details, and supporting calculations for six different unit types, two different floor plans per unit type, with up to three architectural styles each. Two complete proposals were received, and Design Path Studio's proposal was accepted by a committee of staff including Building and Safety, County Administration, and Planning. Design Path Studio has prepared similar Permit-Ready ADU sets for many other municipalities, including the City of Encinitas, the City of Menifee, the City of Temecula, City of Chino, City of Carlsbad, and the Town of Paradise.

During this presentation, the Board and public will have the opportunity to review the first draft of the 12

concepts that will be developed into Inyo's permit-ready ADU plans, and provide feedback directly to staff and the architect from Design Path Studio.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
This item springs from an \$80,000 contract approved on July 11, 2023, paid with economic development/housing funds.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to receive a presentation, review the conceptual ADU designs, and provide feedback to the architects. This is not advised, since input from the Board and public comments are valuable before finalizing the ADU designs over the next few months and launching the Permit-Ready ADU program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning, Building and Safety, Environmental Health, Emergency Services Wildfire Coordinator, and architecture firm Design Path Studio

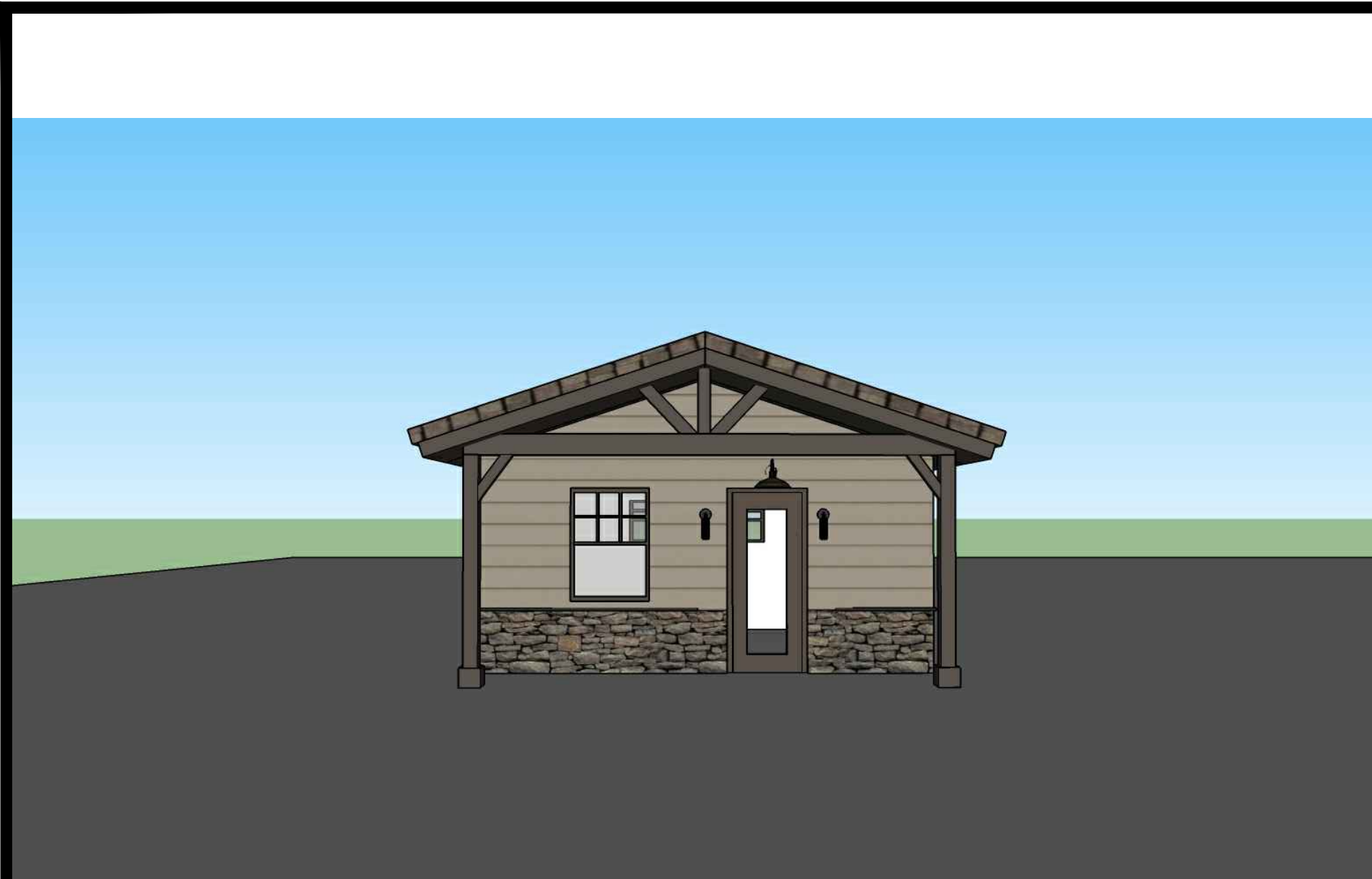
ATTACHMENTS:

1. DRAFT 1 Models and Floor Plans
2. DRAFT 2 Models and Floor Plans

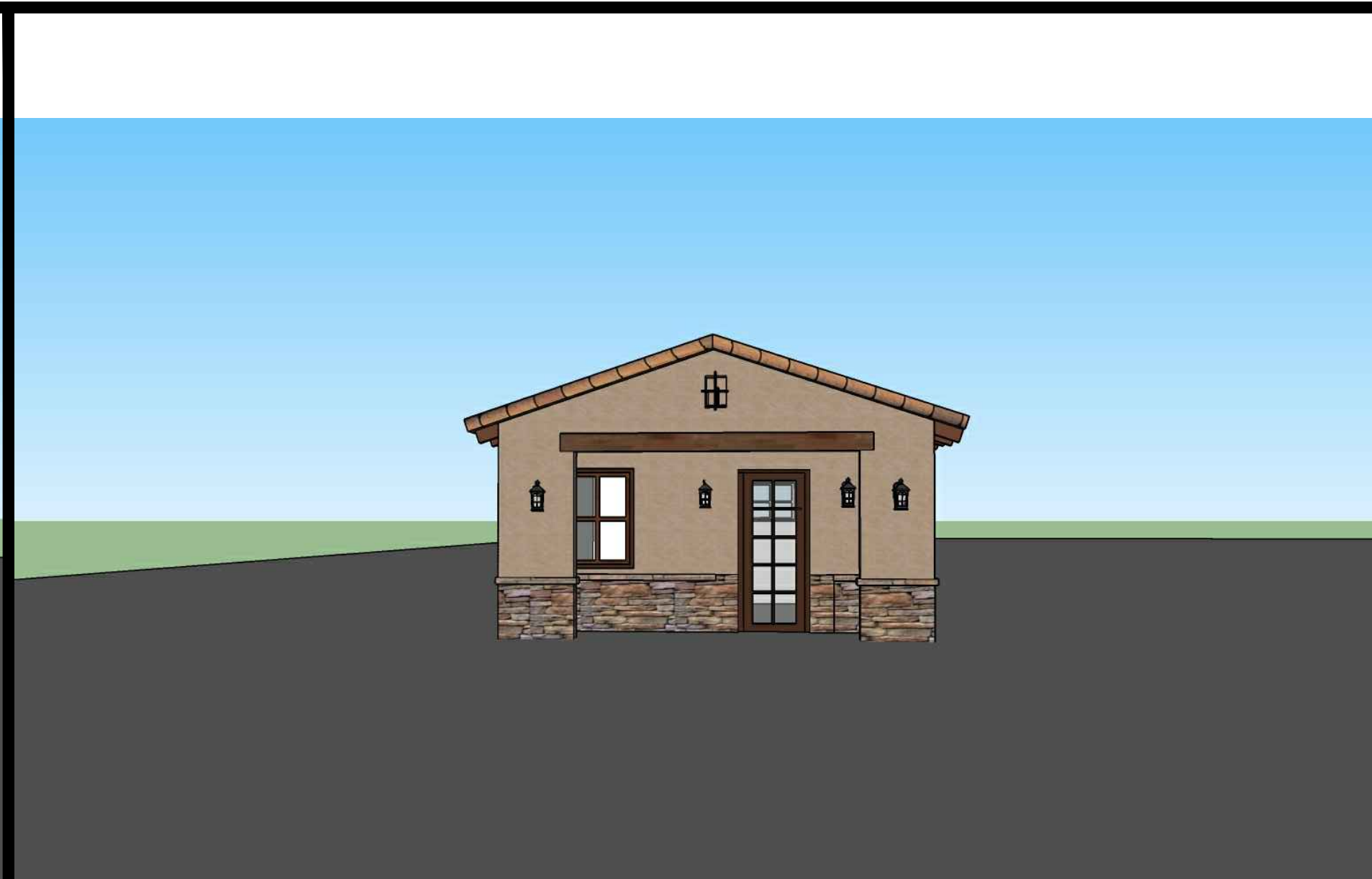
APPROVALS:

Meaghan McCamman	Created/Initiated - 9/25/2023
Darcy Ellis	Approved - 9/25/2023
Nate Greenberg	Approved - 9/27/2023
Meaghan McCamman	Final Approval - 9/28/2023

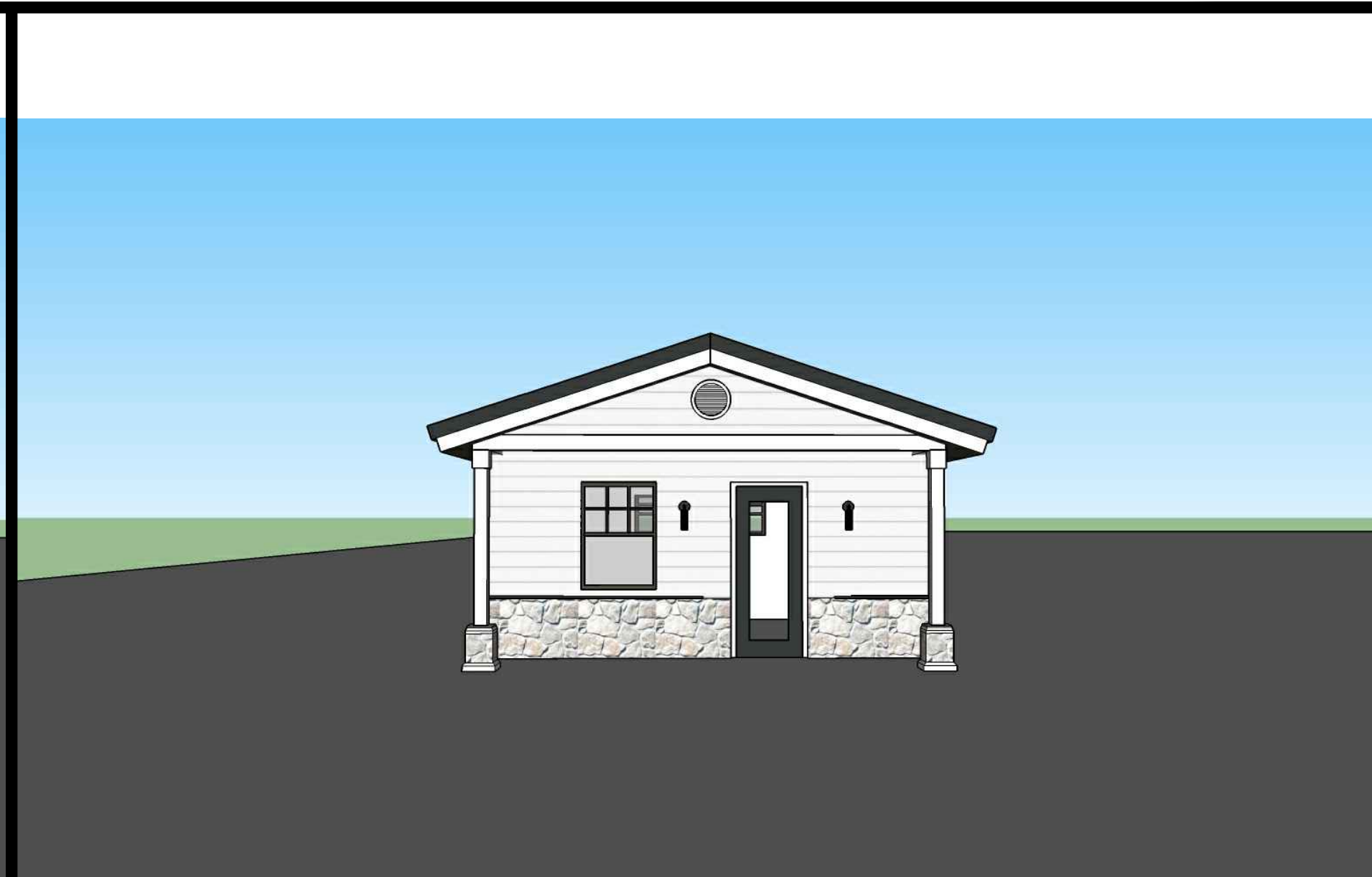
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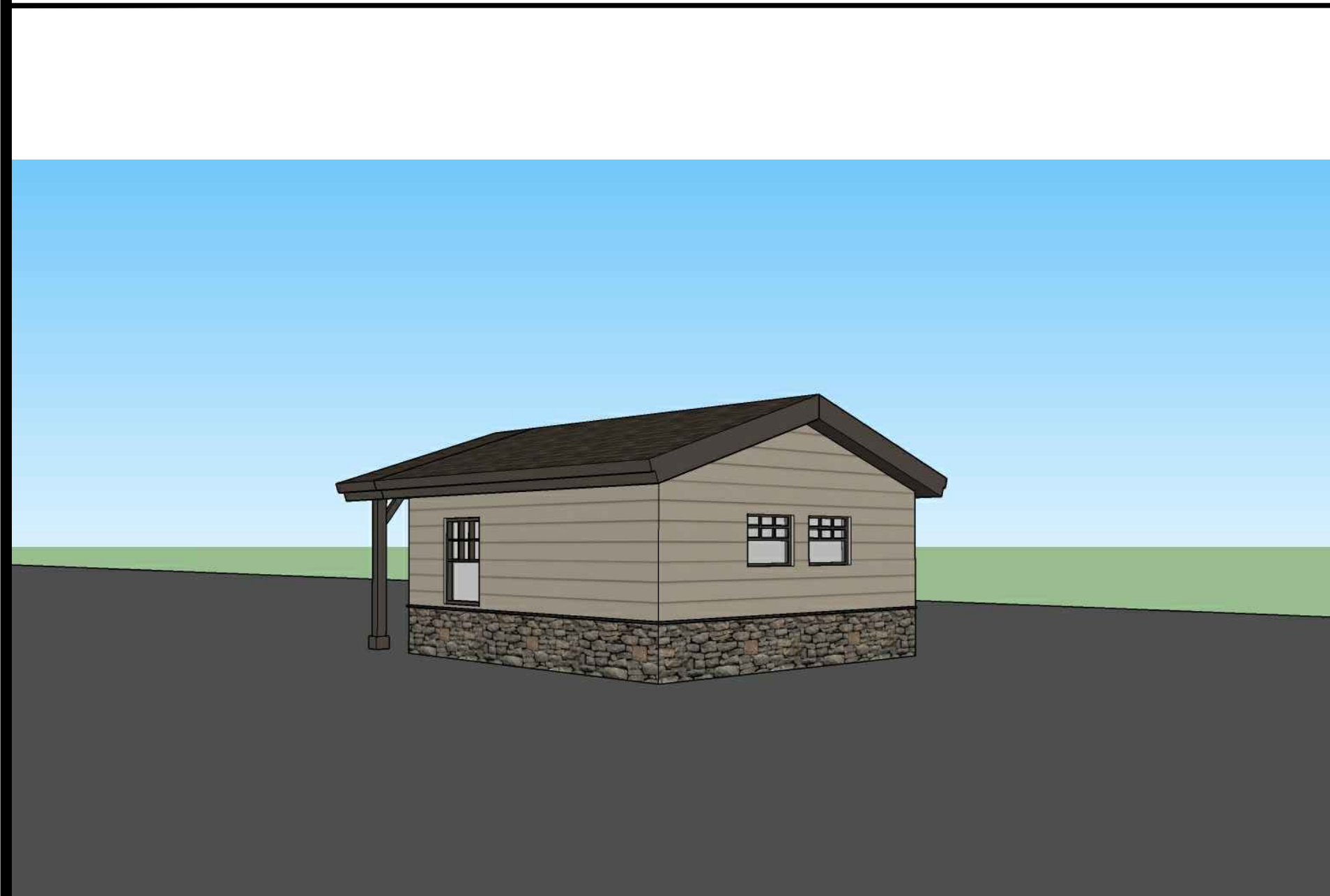
Studio - Ranch view #1



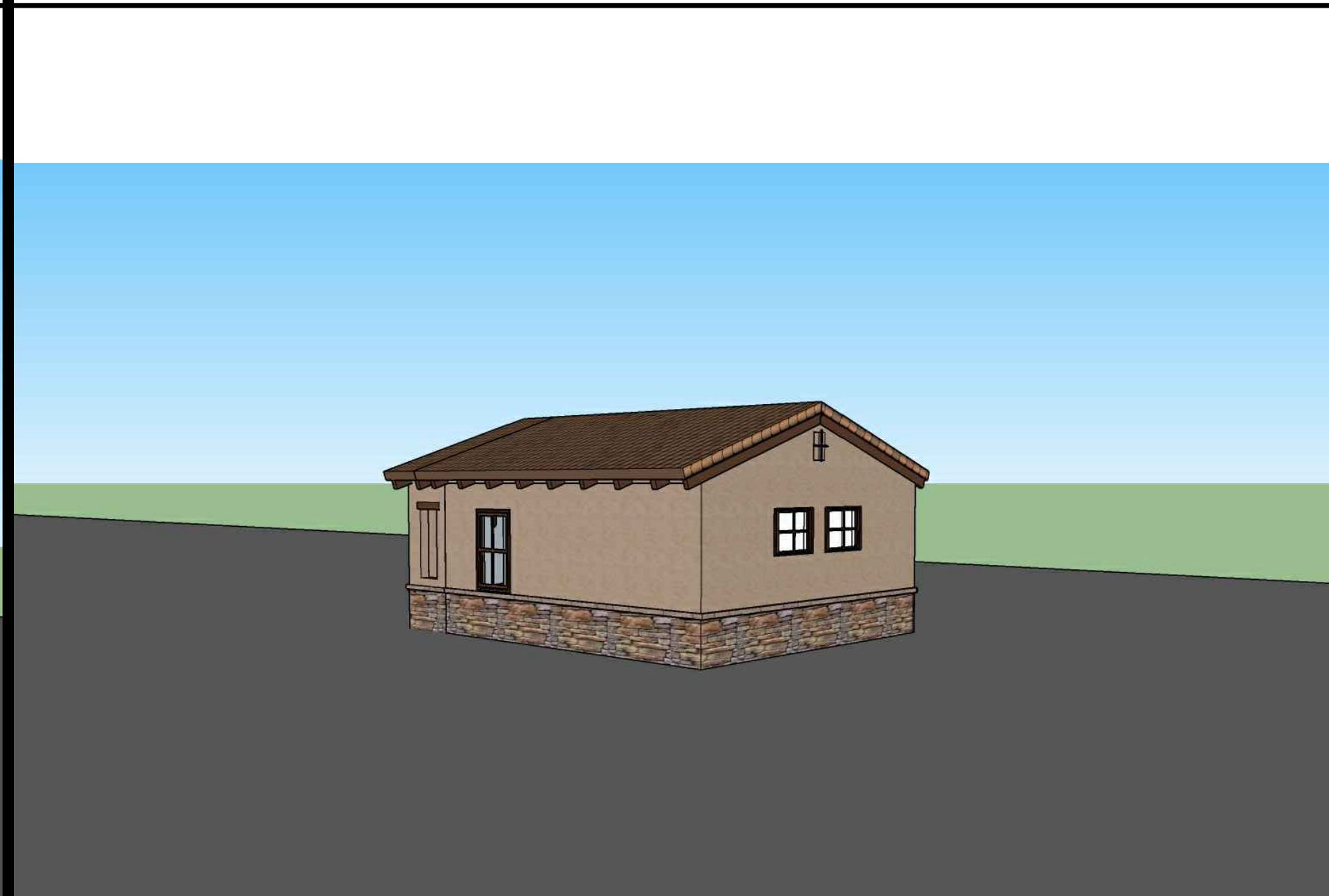
Studio - Spanish view #1



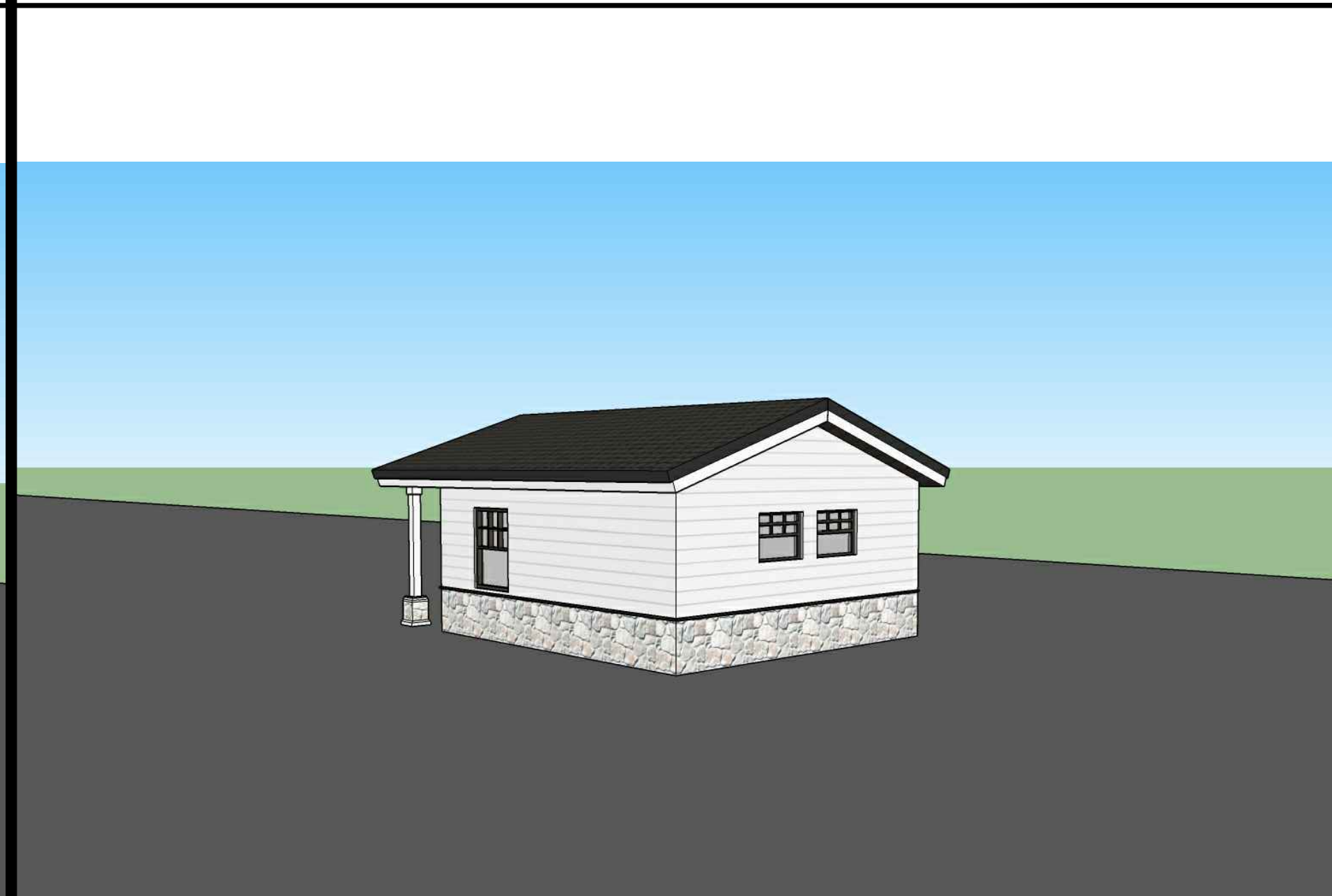
Studio - Traditional view #1



Studio - Ranch view #2



Studio - Spanish view #2



Studio - Traditional view #2



Studio - Ranch view #3



Studio - Spanish view #3



Studio - Traditional view #3

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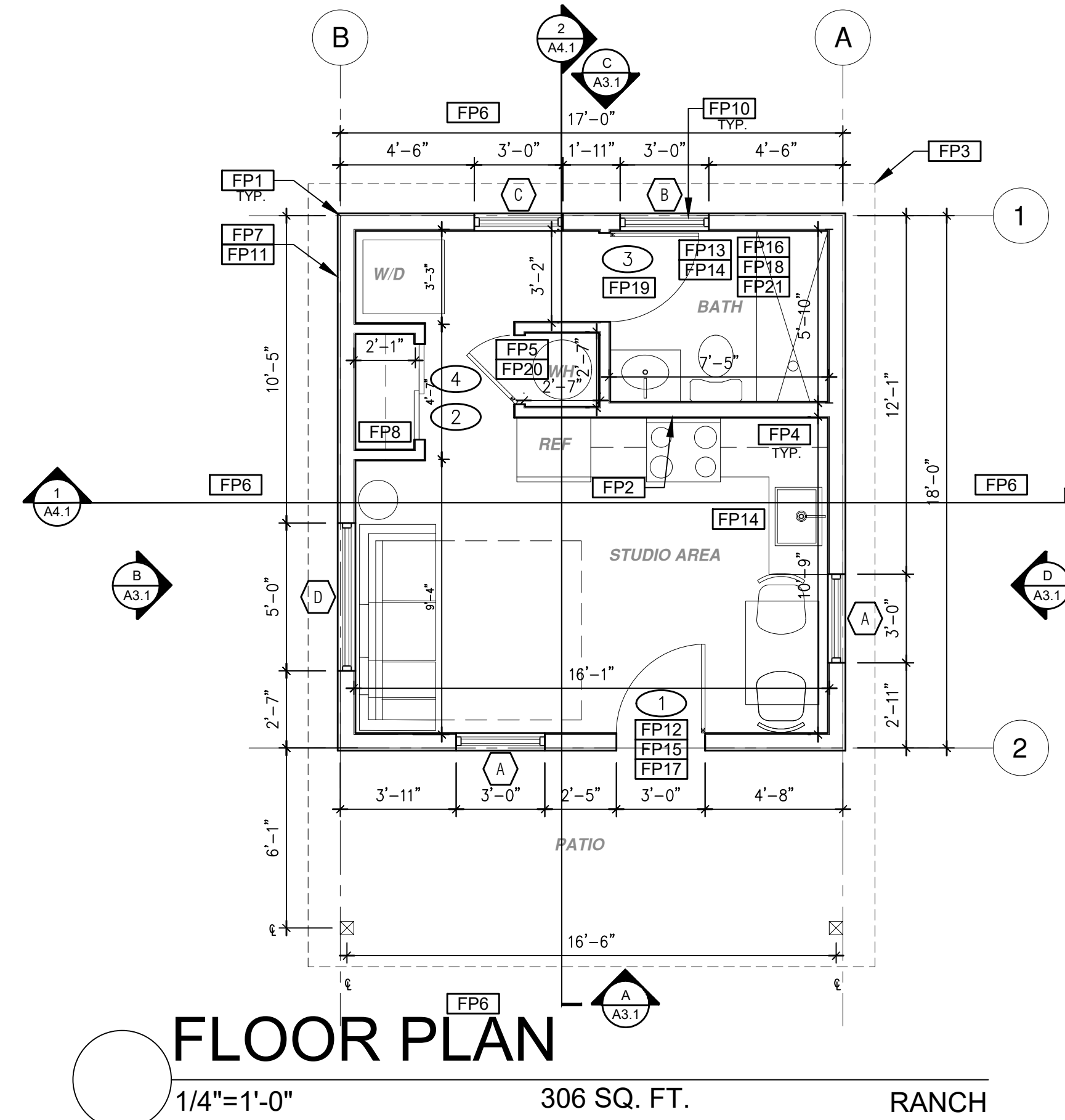
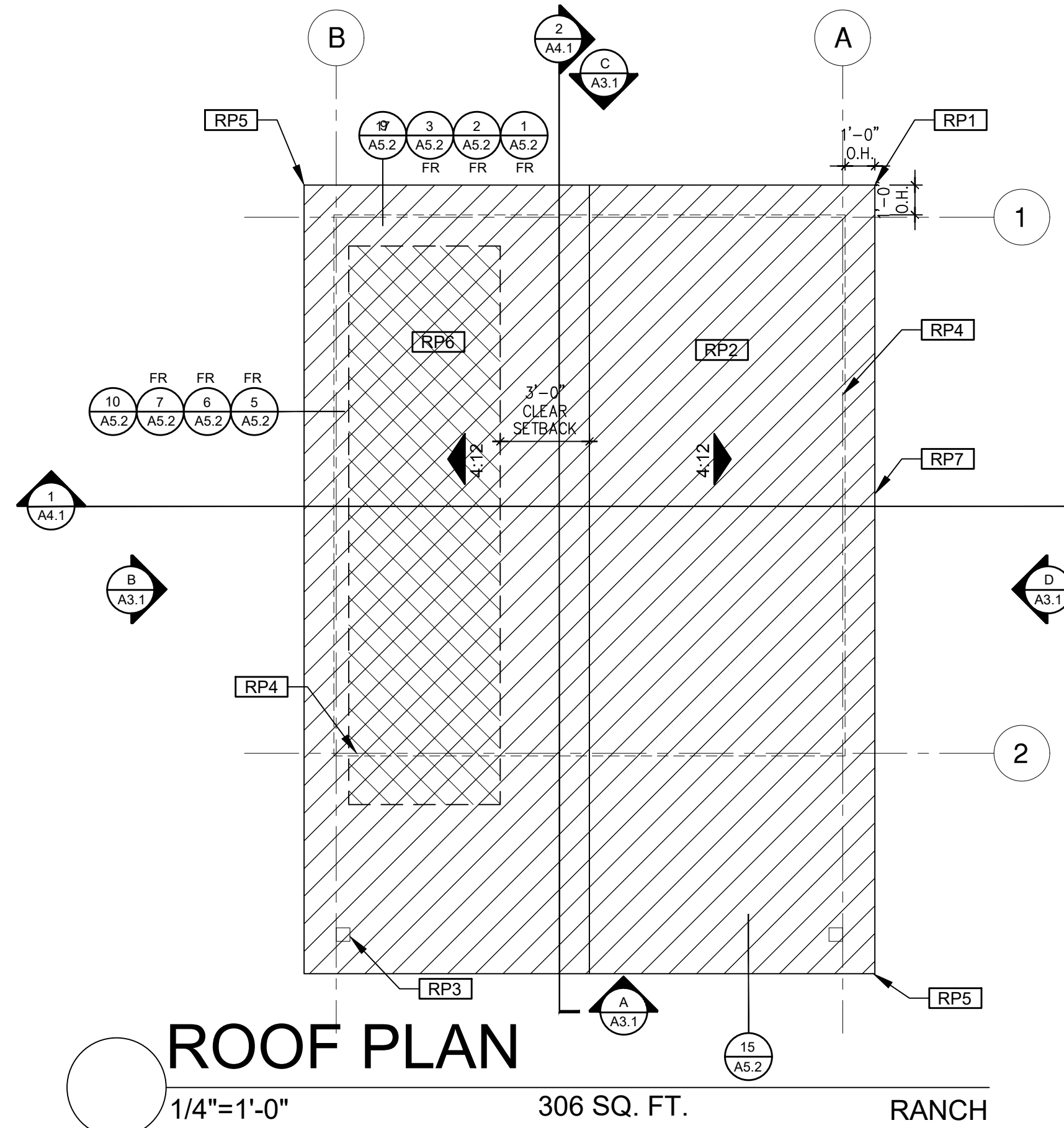
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description
**Ranch
Roof Plan/
Floor Plan
Studio**

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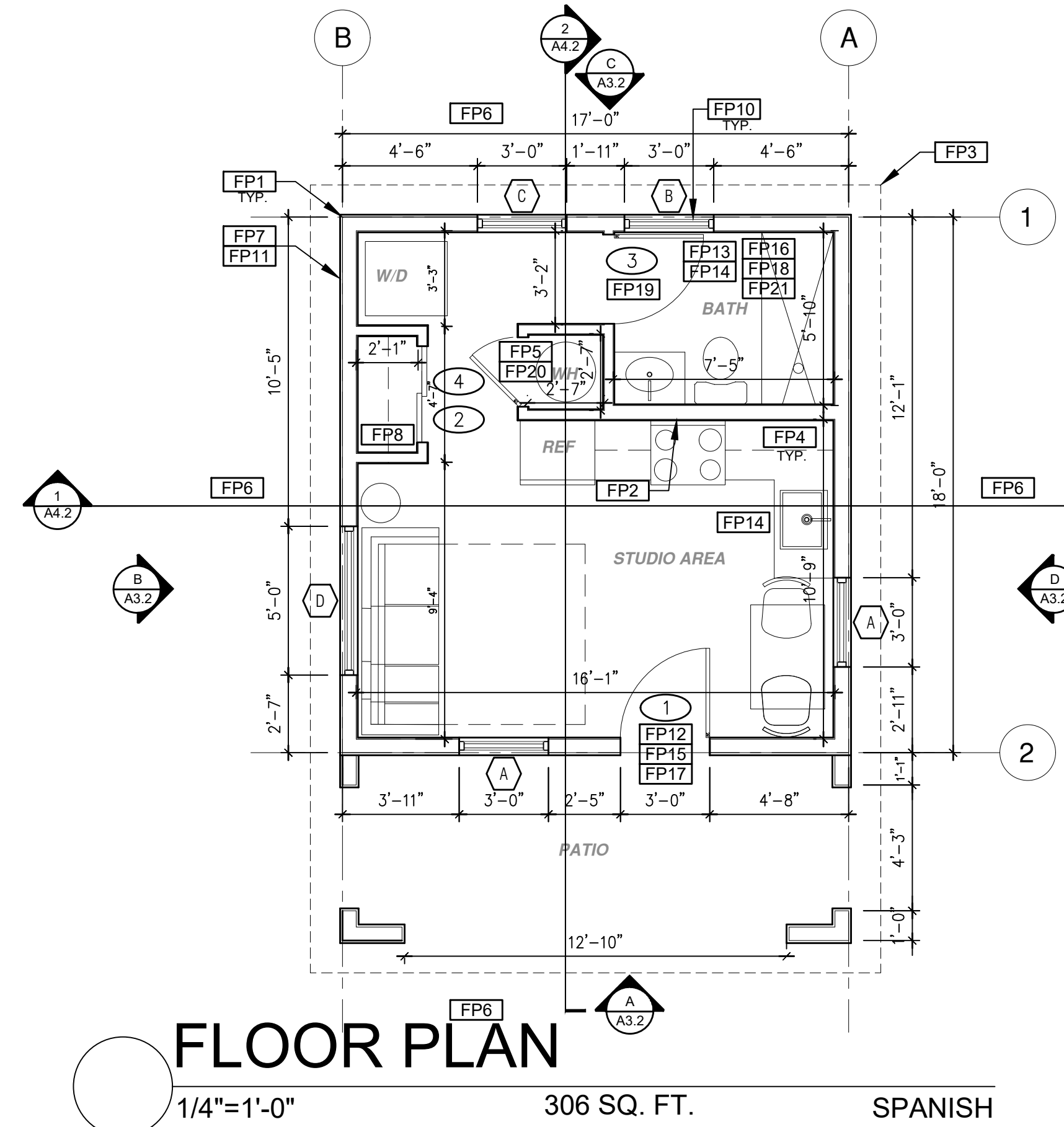
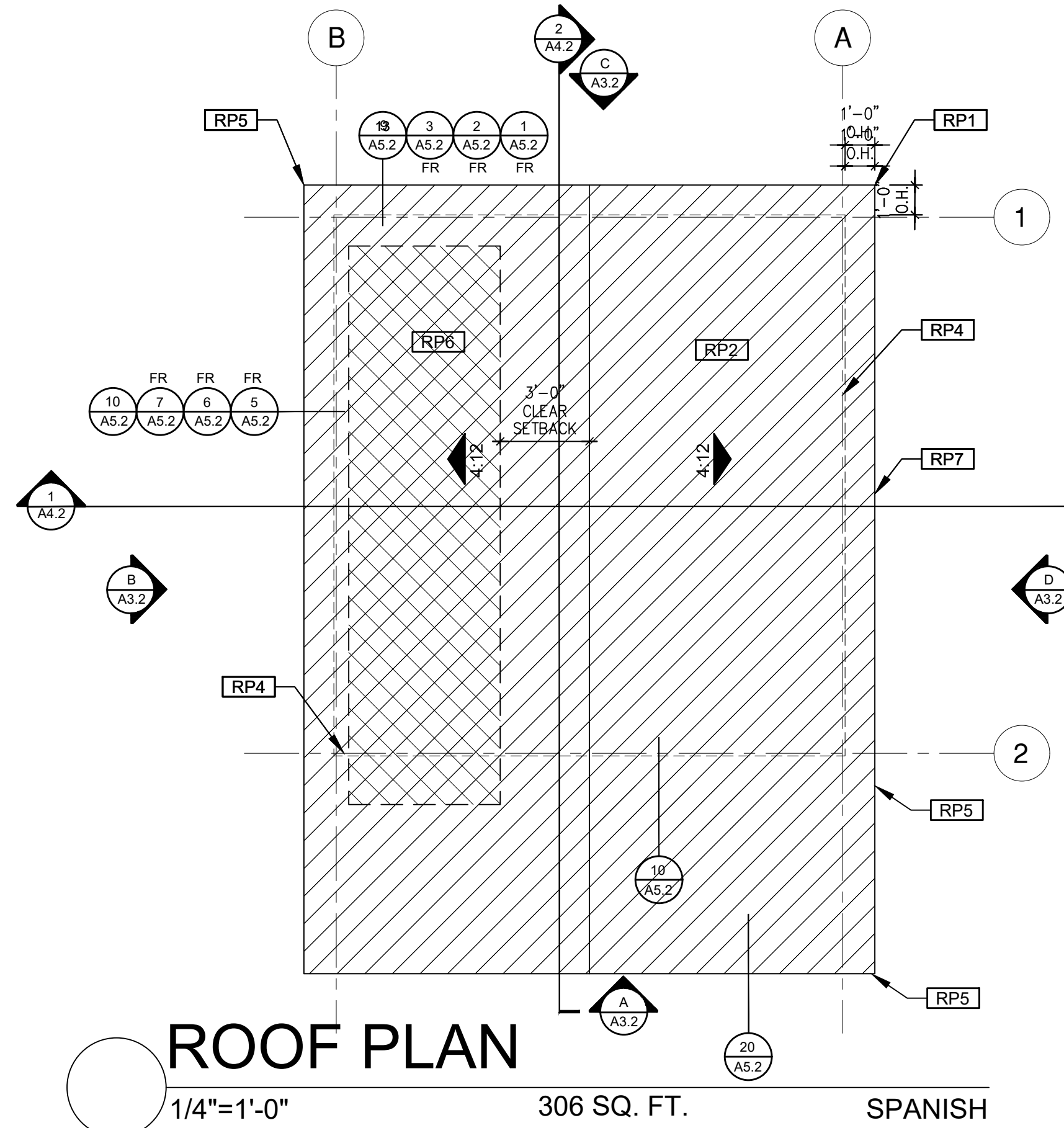
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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND	
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZE PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p>	<p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.</p> <p>FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE 1101.3(c), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.</p> <p>FP16 WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL TO 72" ABOVE DRAIN AT SHOWERS OR TUB WITH SHOWERS. MATERIALS USED AS BACKERS FOR WALL TILE IN TUBE AND REINFORCED GYPSUM PANELS, NON-ASBESTOS FIBER CEMENT BACKER BOARD, OR NON-ASBESTOS FIBER CEMENT REINFORCED CEMENTITIOUS BACKER UNITS INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.</p> <p>FP17 DOOR BELL BUTTON TO BE NO MORE THAN 48" ABOVE EXTERIOR FLOOR OR LANDING</p> <p>FP18 WATER CLOSET AND SHOWER TO HAVE REINFORCEMENT IN WALLS 2X8 NOMINAL AT 32" TO 39.5" ABOVE FINISH FLOOR. SEE FLOOR PLAN GENERAL NOTE #28 ON SHEET G0.2 FOR FURTHER INFORMATION. WHERE THE WATER CLOSET IS NOT PLACED ADJACENT TO A SIDE WALL CAPABLE OF ACCOMMODATING A GRAB BAR, THE BATHROOM SHALL HAVE PROVISIONS FOR INSTALLATION OF FLOOR-MOUNTED, FOLDAWAY OR SIMILAR ALTERNATE GRAB BAR REINFORCEMENTS APPROVED BY THE ENFORCING AGENCY.</p> <p>FP19 DOOR TO HAVE A NET CLEAR OPENING OF 32"</p> <p>FP20 DESIGNATED 2'-6" x 2'-6" x 7' TALL MINIMUM AREA FOR INSTALLATION OF AN ELECTRIC HYBRID HEAT PUMP WATER HEATER PER CEC 2022 SECTION 150.0(N)</p> <p>FP21 FURRING AS NEEDED FOR STANDARD TUB AND SHOWER LENGTH</p>	<p>SOLAR READY ROOF AREA: MIN DIMENSION > 5FT. MIN. SF > 80SF. PER CALIFORNIA ENERGY CODE SECTION 110.10(b)</p> <p>THE SOLAR ZONE SHALL COMPLY WITH ACCESS, PATHWAY, SMOKE VENTILATION, AND SPACING REQUIREMENTS AS SPECIFIED IN TILE 24, PART 9 OR OTHER PARTS OF TITLE 24 OR IN ANY REQUIREMENTS ADOPTED BY LOCAL JURISDICTION</p> <p>SINGLE FAMILY RESIDENCE. THE SOLAR ZONE SHALL BE LOCATED ON THE ROOF OR OVERHANG OF THE BUILDING AND HAVE A TOTAL AREA OF NO LESS THAN 250SQFT.</p> <p>FOR PHOTOVOLTAIC ARRAYS OCCUPYING NOT MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN AN 18-INCH (457 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE. FOR PHOTOVOLTAIC ARRAYS OCCUPYING MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN A 36-INCH (914 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE.</p> <p>CAPACITY OF THE PV SYSTEMS PER THE CF1R-PRF: _____</p> <p>VENTING CALCULATIONS</p> <p>ROOF VENTING: 1SF. OF ROOF VENTING PER 150 SF. OF ENCLOSED AREA OR ENCLOSED RAFTER AREA. ENCLOSED RAFTER AREA: 306_SF. VENTILATION AREA REQUIRED: 306_SF / 150SF = 2.04_SF. CONVERT TO SQ. IN.: 2.04_SF x 144 = 294 SQ. IN. MINIMUM VENTILATION AREA REQUIRED: 294 SQ. IN.</p>	<p>SECTION CUT KEYNOTE</p> <p>ELEVATION CALLOUT DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE</p> <p>DETAIL DRAWING REF. WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE</p> <p>WALL BELOW OR ROOF ABOVE CEILING HEIGHTS</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 VAULTED CEILING</p> <p>ROOFING ROOF SLOPE</p>



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description
Spanish
Roof Plan/
Floor Plan
Studio

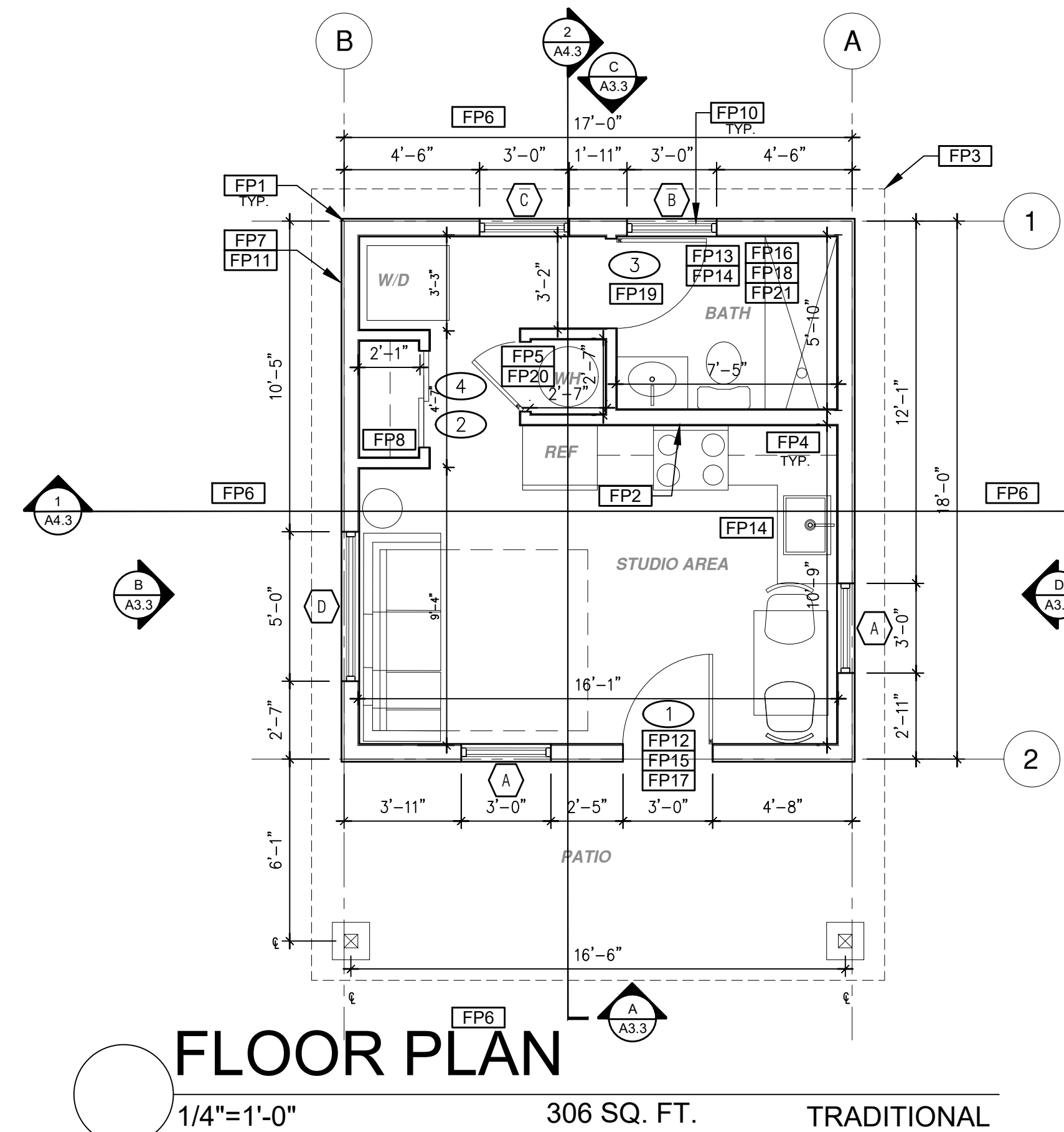
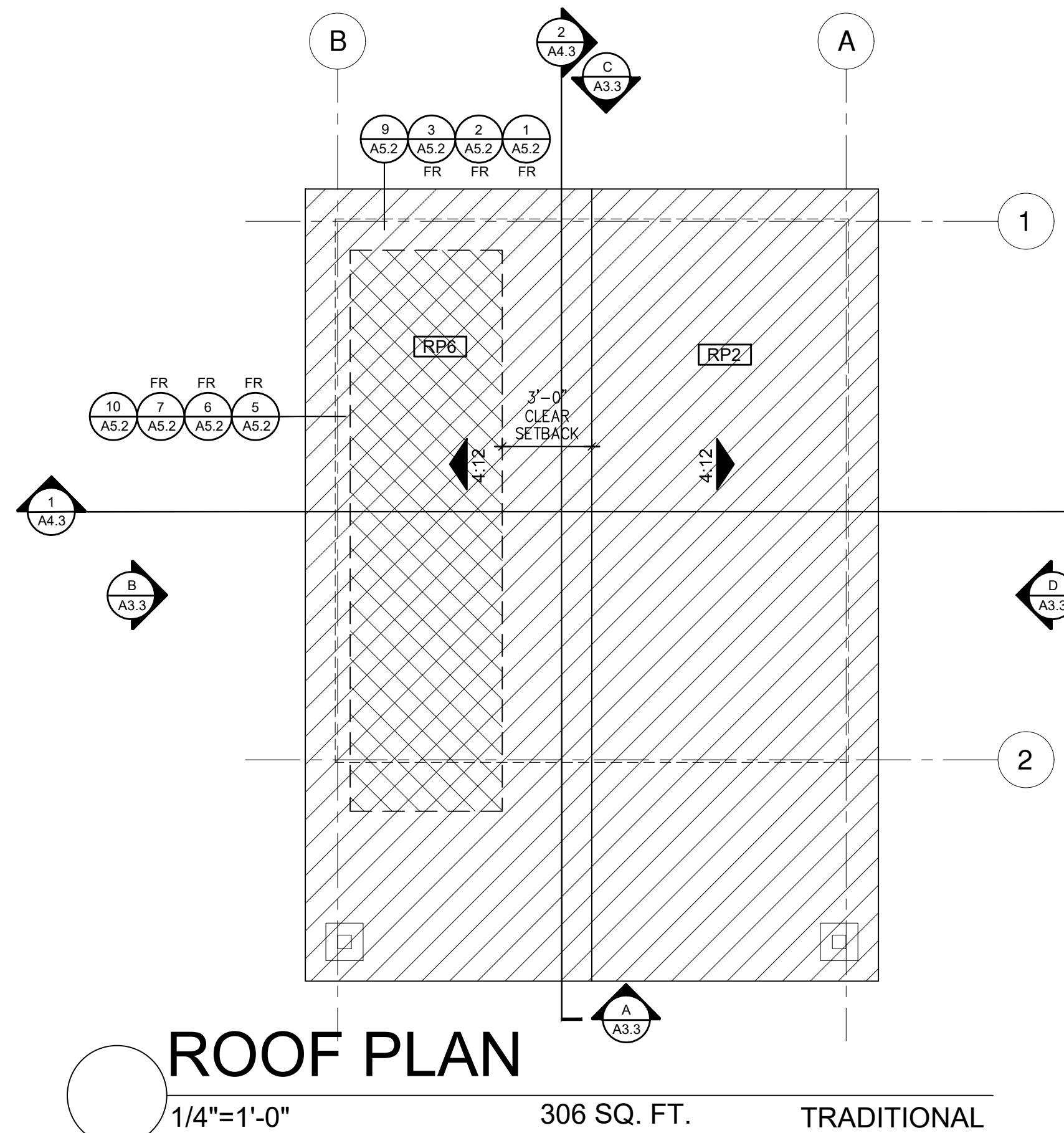
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A1.2

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND	
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZED PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p>	<p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.</p> <p>FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE 1101.3(c), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1/4" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.</p> <p>FP16 WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL TO 72" ABOVE DRAIN AT SHOWERS OR TUB WITH SHOWERS. MATERIALS USED AS BACKERS FOR WALL TILE IN TUBE AND REINFORCED GYPSUM PANELS, NON-ASBESTOS FIBER CEMENT BACKER BOARD, OR NON-ASBESTOS FIBER CEMENT REINFORCED CEMENTITIOUS BACKER UNITS INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.</p> <p>FP17 DOOR BELL BUTTON TO BE NO MORE THAN 48" ABOVE EXTERIOR FLOOR OR LANDING</p> <p>FP18 WATER CLOSET AND SHOWER TO HAVE REINFORCEMENT IN WALLS 2X8 NOMINAL AT 32" TO 39.5" ABOVE FINISH FLOOR. SEE FLOOR PLAN GENERAL NOTE #28 ON SHEET G0.2 FOR FURTHER INFORMATION. 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(Symbol: Dashed box)</p> <p>WALL BELOW OR ROOF ABOVE (Symbol: Dashed line)</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 (Symbol: Hatched area)</p> <p>ROOFING (Symbol: Diagonal lines)</p> <p>KEYNOTE (Symbol: X in square)</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE (Symbol: X in circle)</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE (Symbol: X in hexagon)</p> <p>CEILING HEIGHTS (Symbol: X-X")</p> <p>VAULTED CEILING (Symbol: Varies)</p> <p>ROOF SLOPE (Symbol: X:12)</p>



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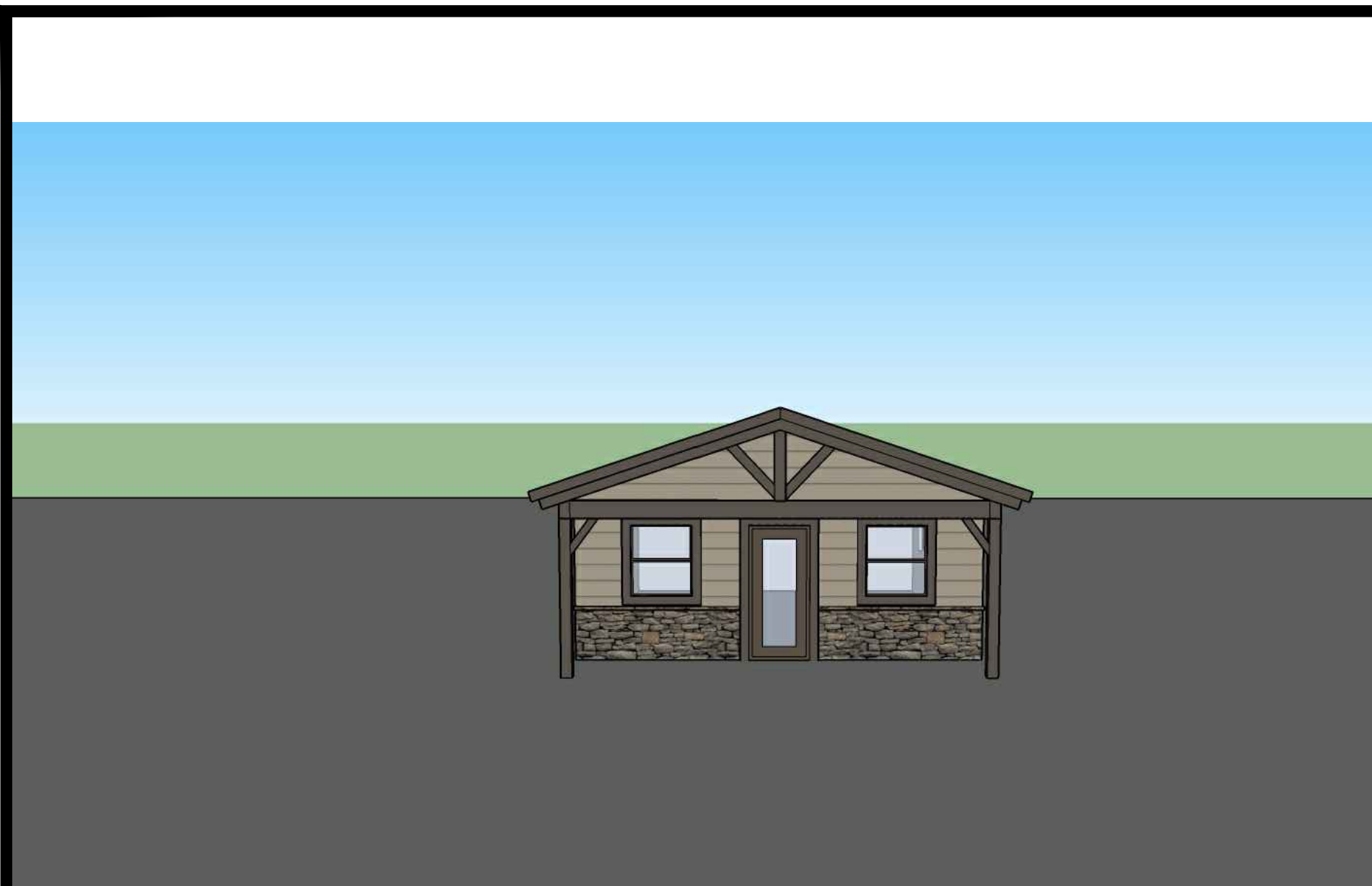
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Traditional
Roof Plan/
Floor Plan
Studio

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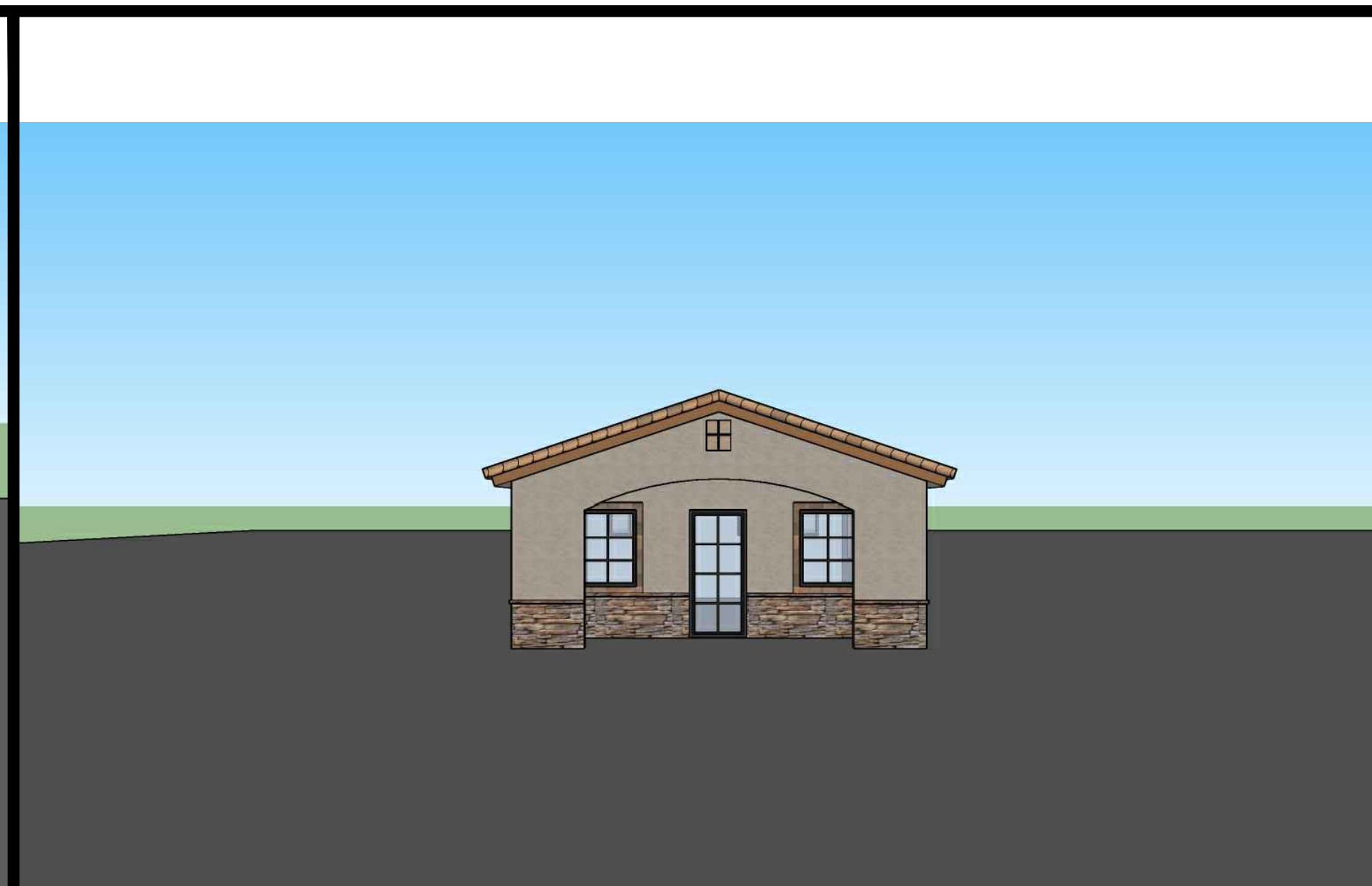
A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND	
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. 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[Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol]</p> <p>ROOFING [Symbol]</p> <p>KEYNOTE [Symbol]</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE [Symbol]</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE [Symbol]</p> <p>CEILING HEIGHTS [Symbol]</p> <p>VAULTED CEILING [Symbol]</p> <p>ROOF SLOPE [Symbol]</p>

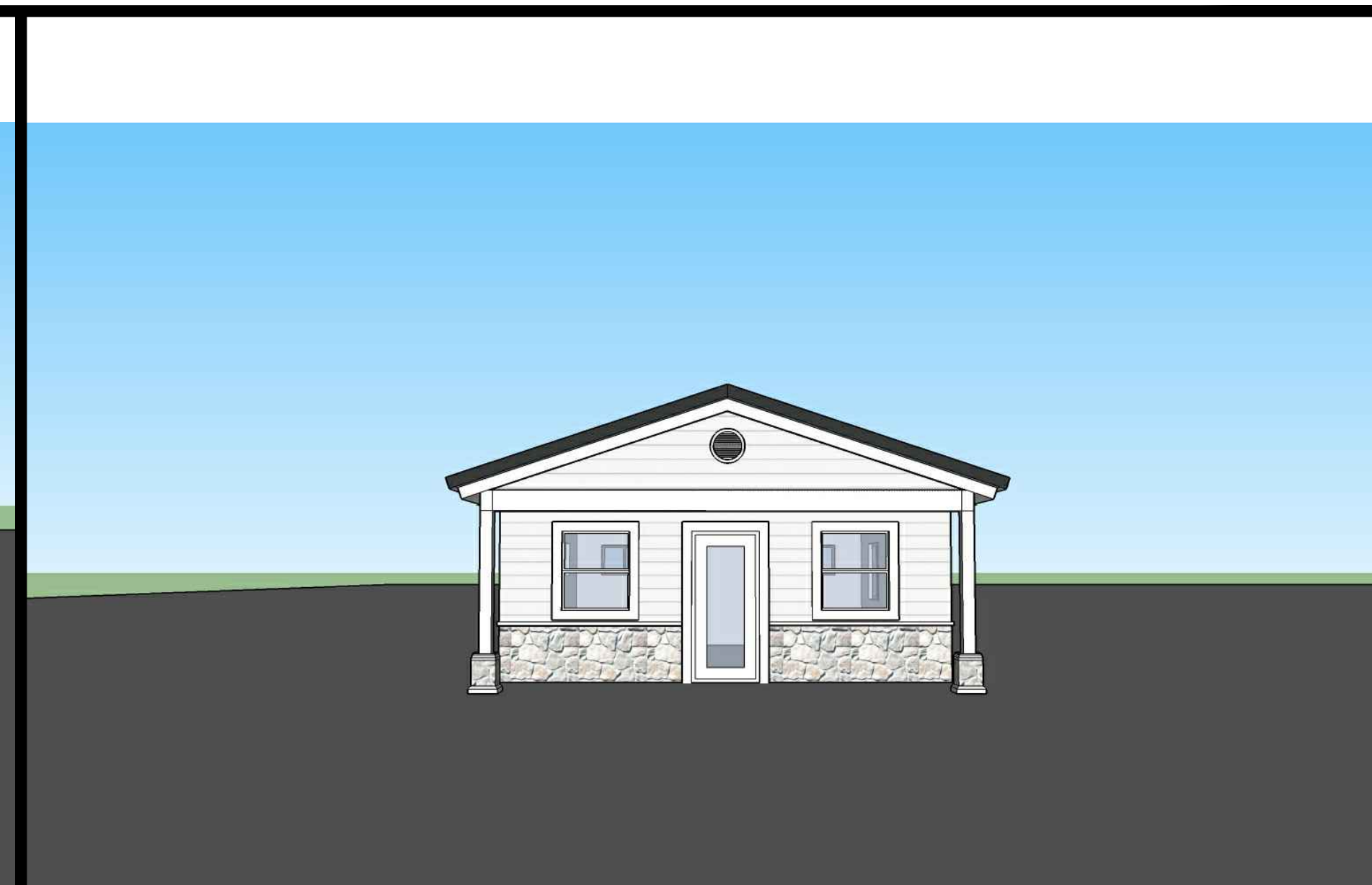
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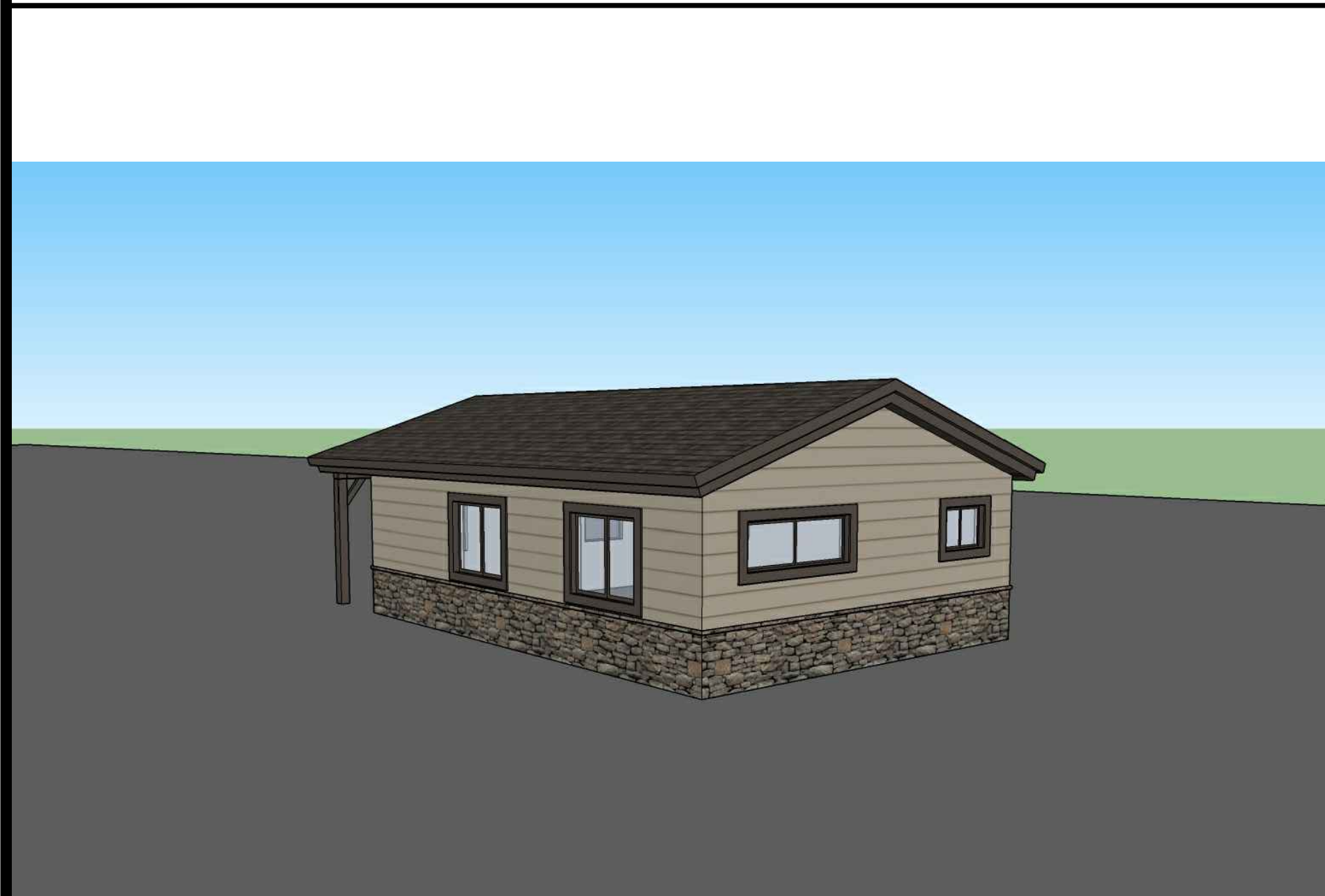
1 Bedroom - Ranch view #1



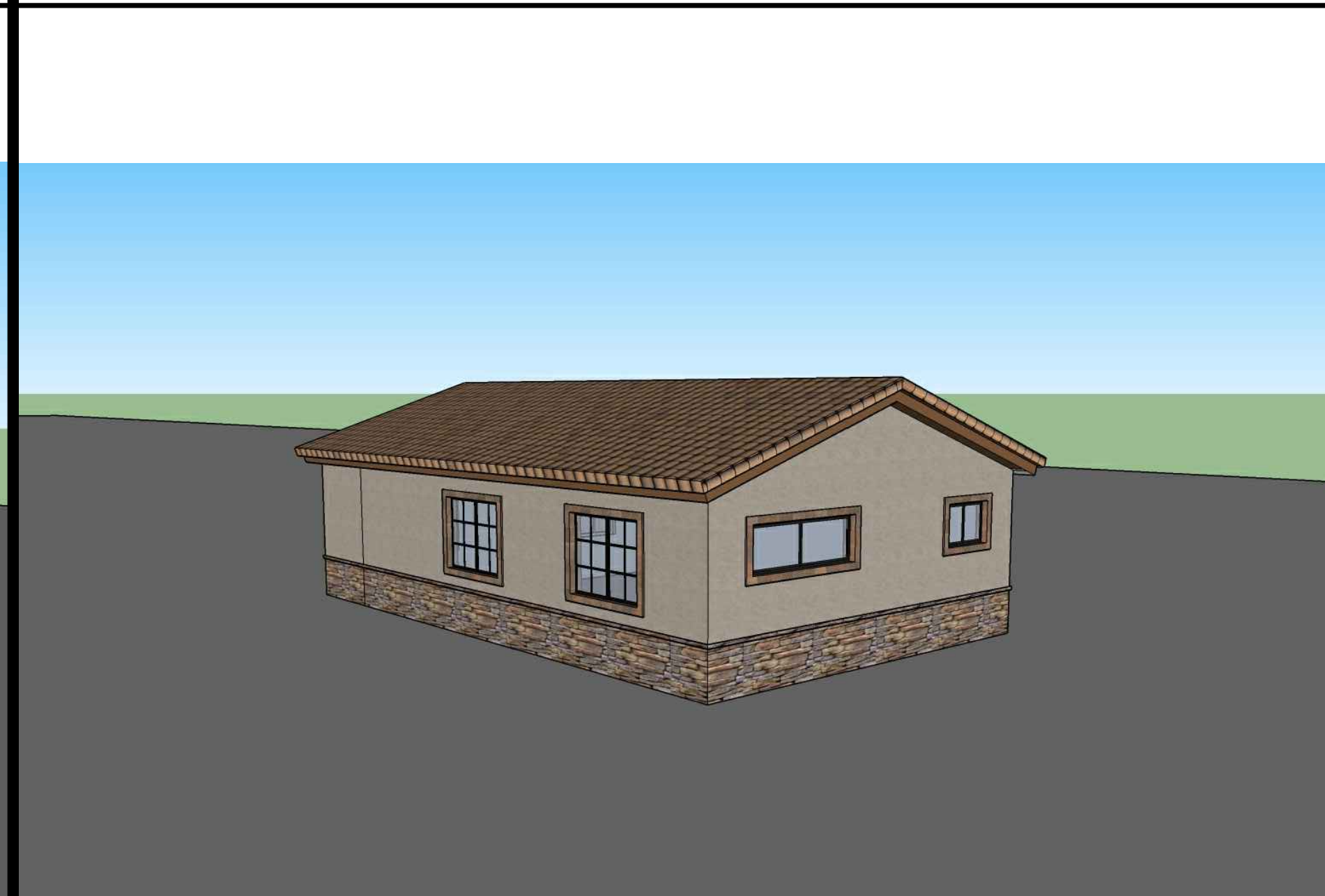
1 Bedroom - Spanish view #1



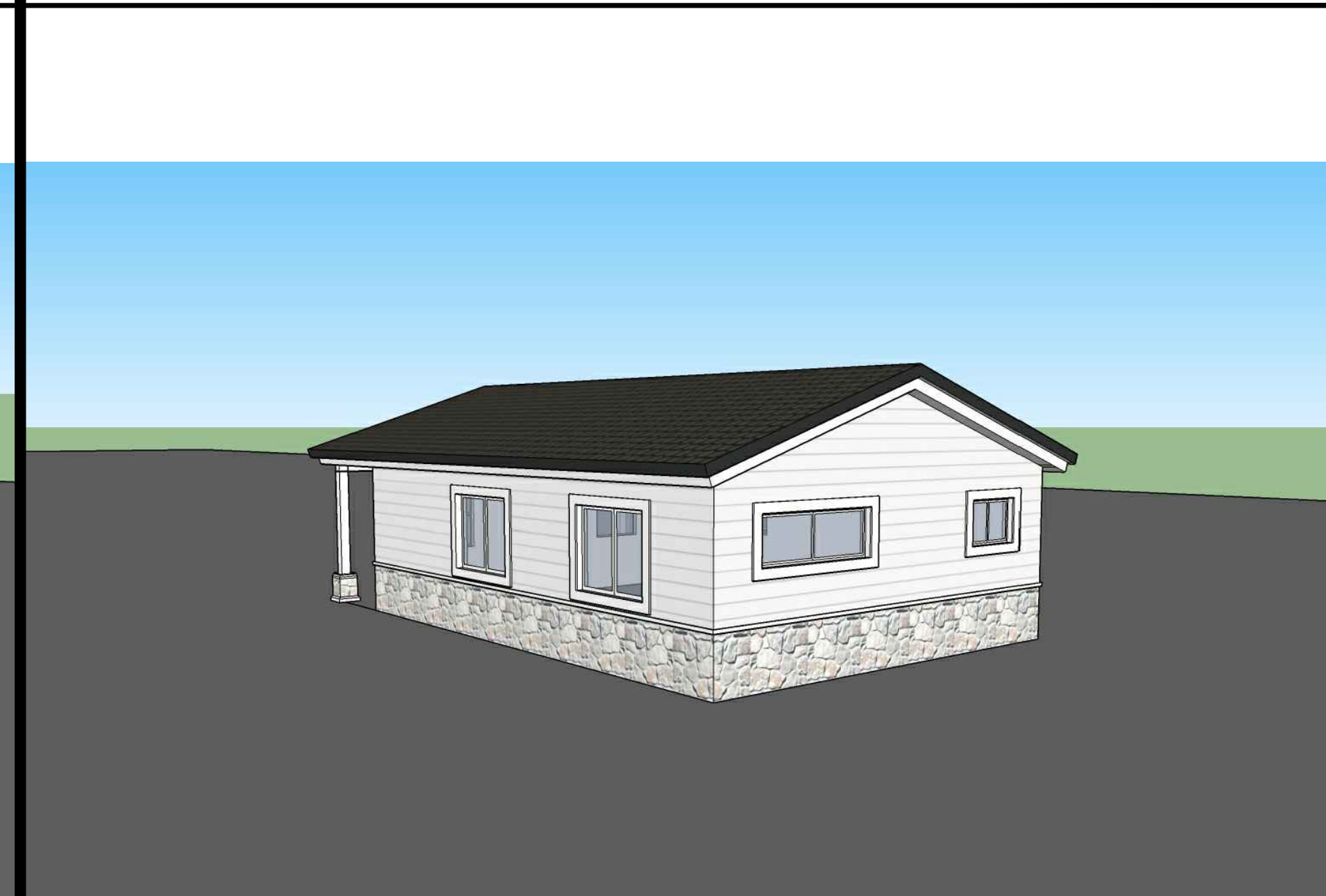
1 Bedroom - Traditional view #1



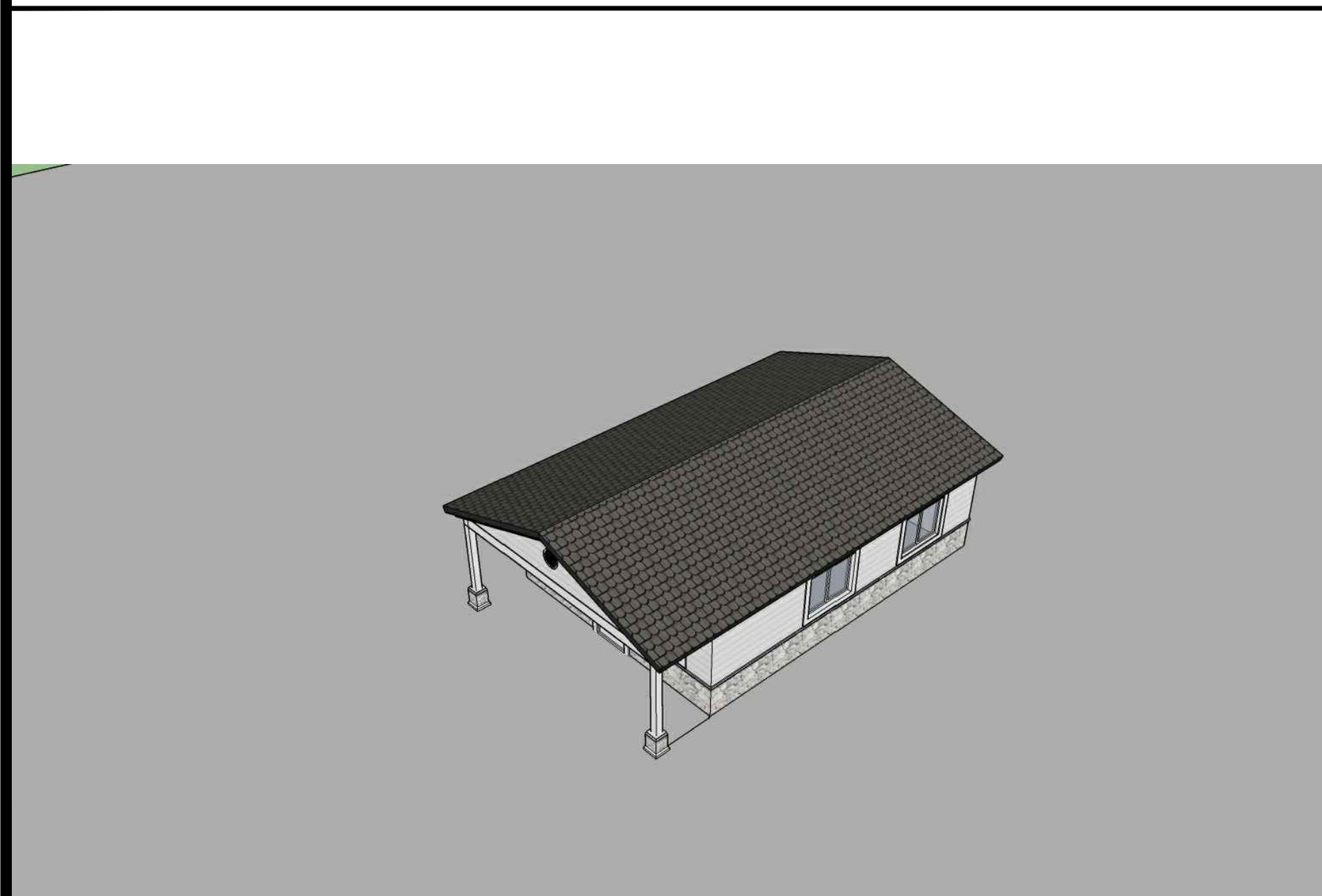
1 Bedroom - Ranch view #2



1 Bedroom - Spanish view #2



1 Bedroom - Traditional view #2



Single Car Garage - Ranch view #3



1 Bedroom - Spanish view #3



1 Bedroom - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions

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description

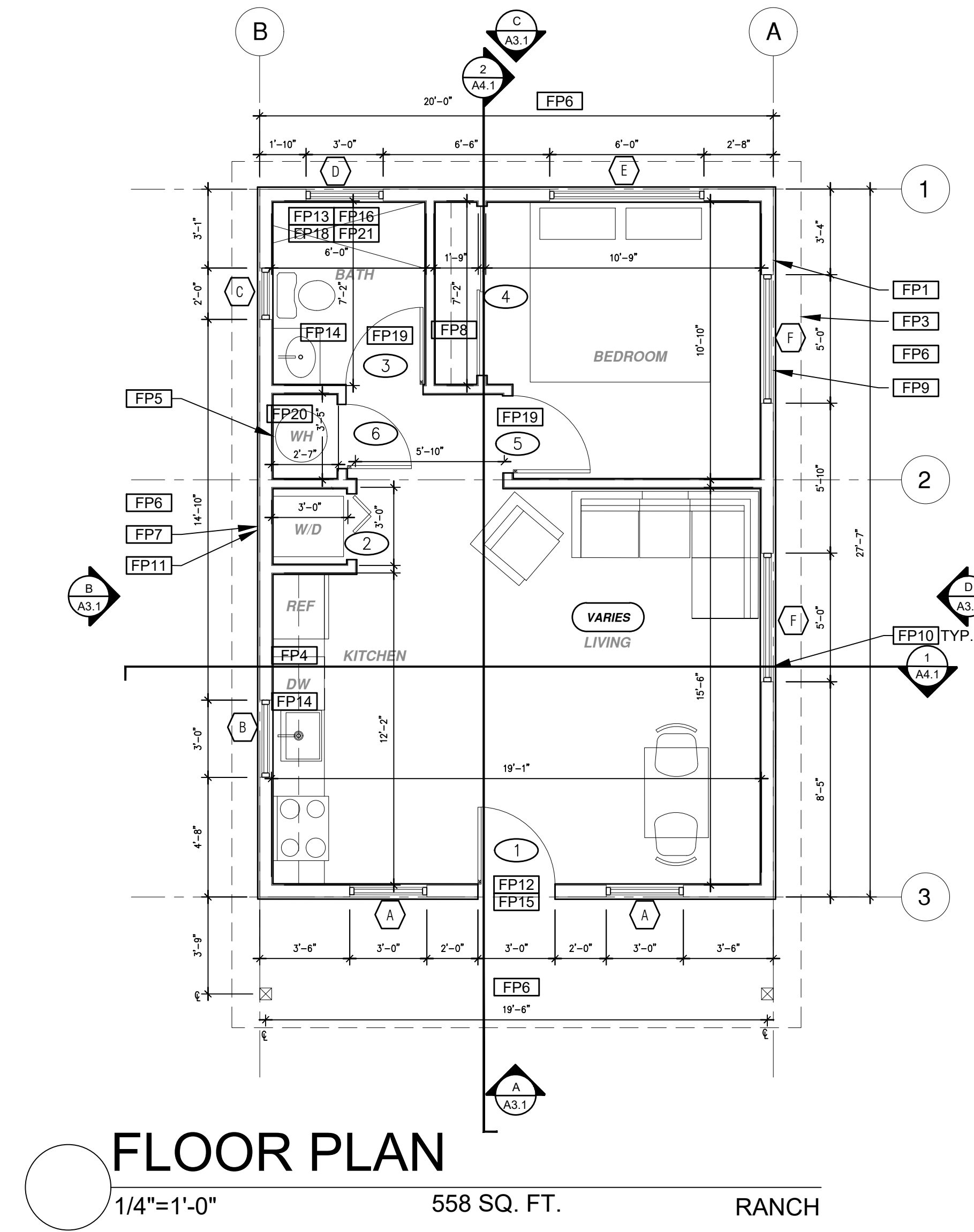
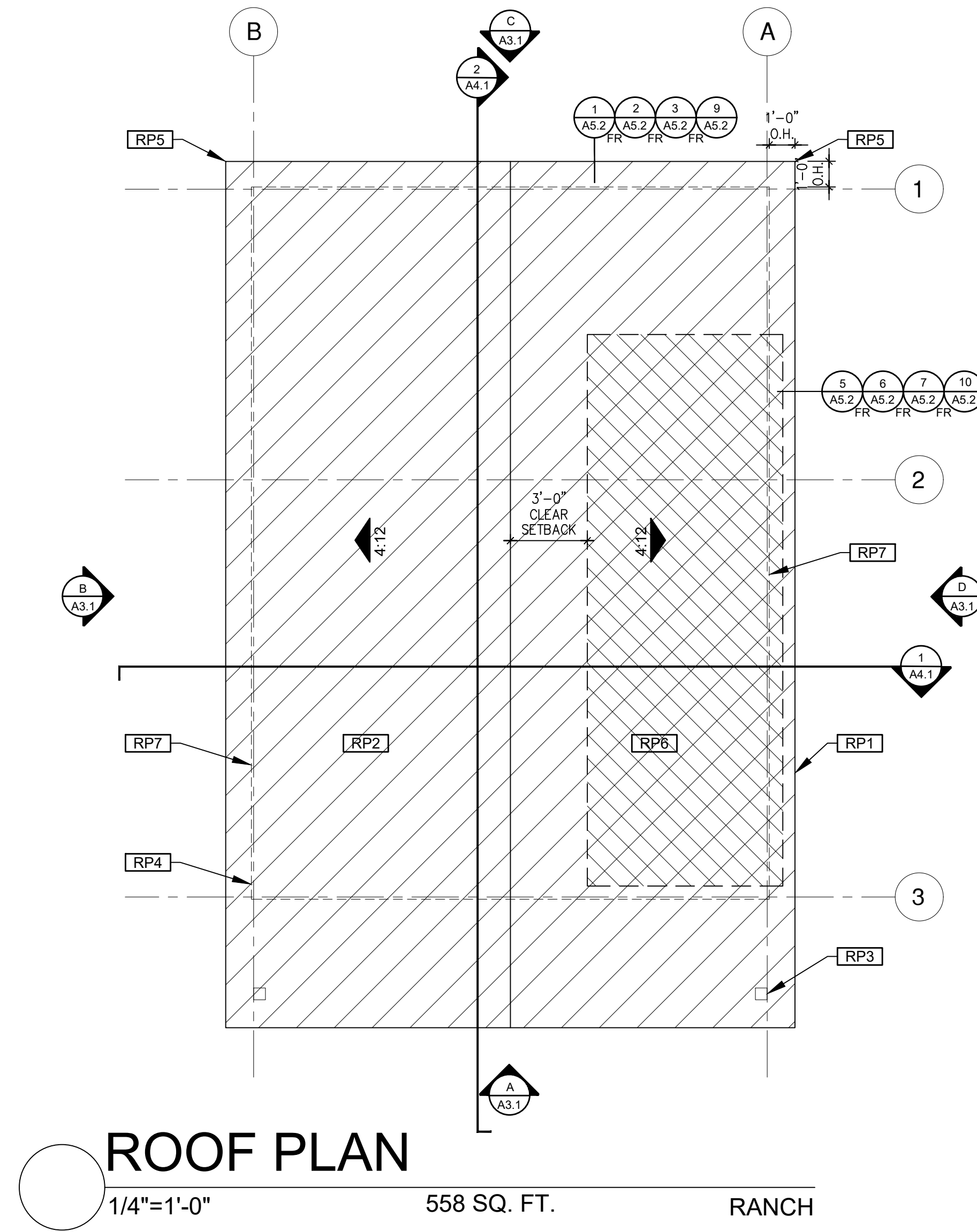
Exterior
 Style
 Options

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no. **T1.2**



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County of Inyo
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ADU Program

revisions
 description
Ranch
**Roof Plan/
 Floor Plan**
1 Bedroom

date ## Month 20##

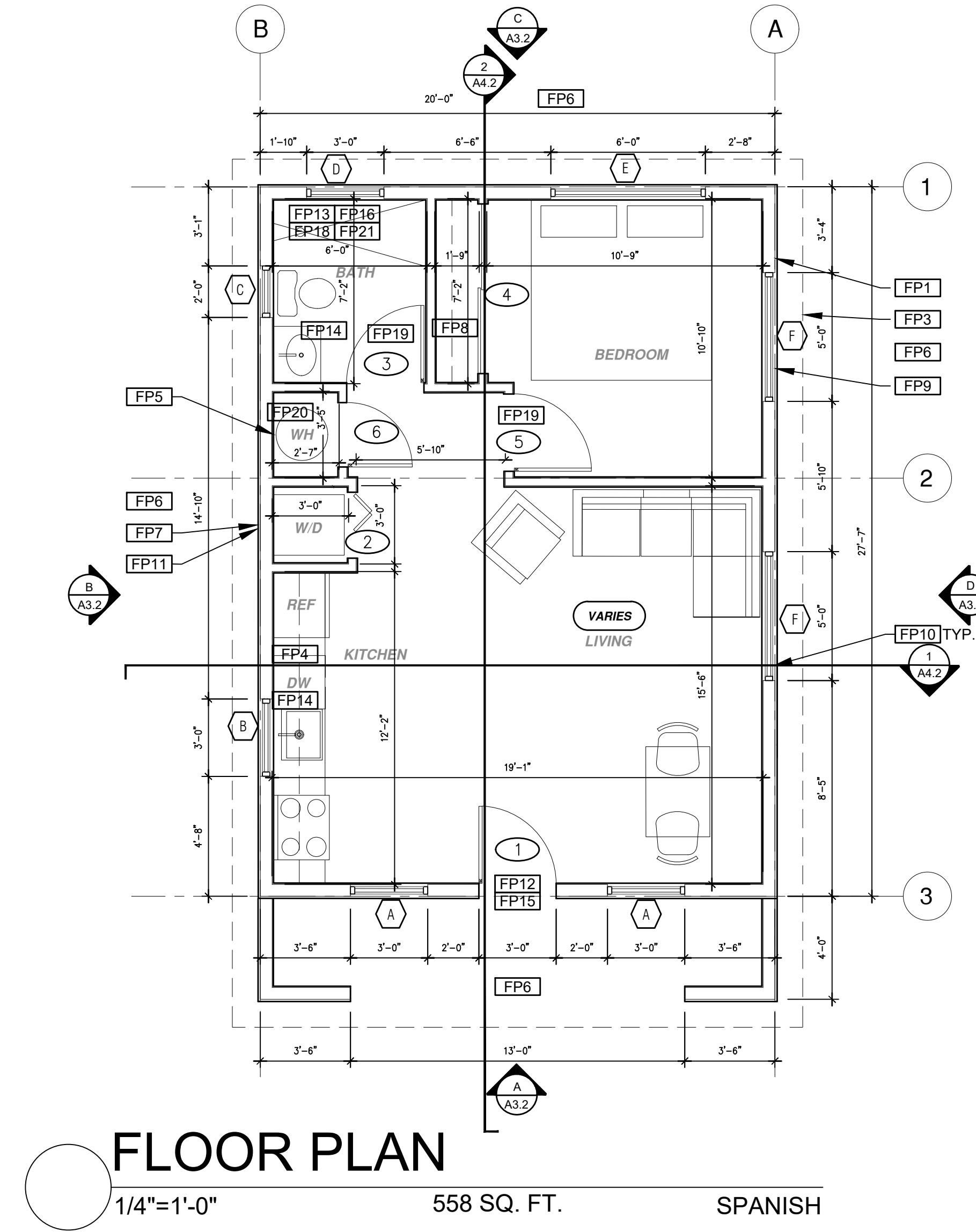
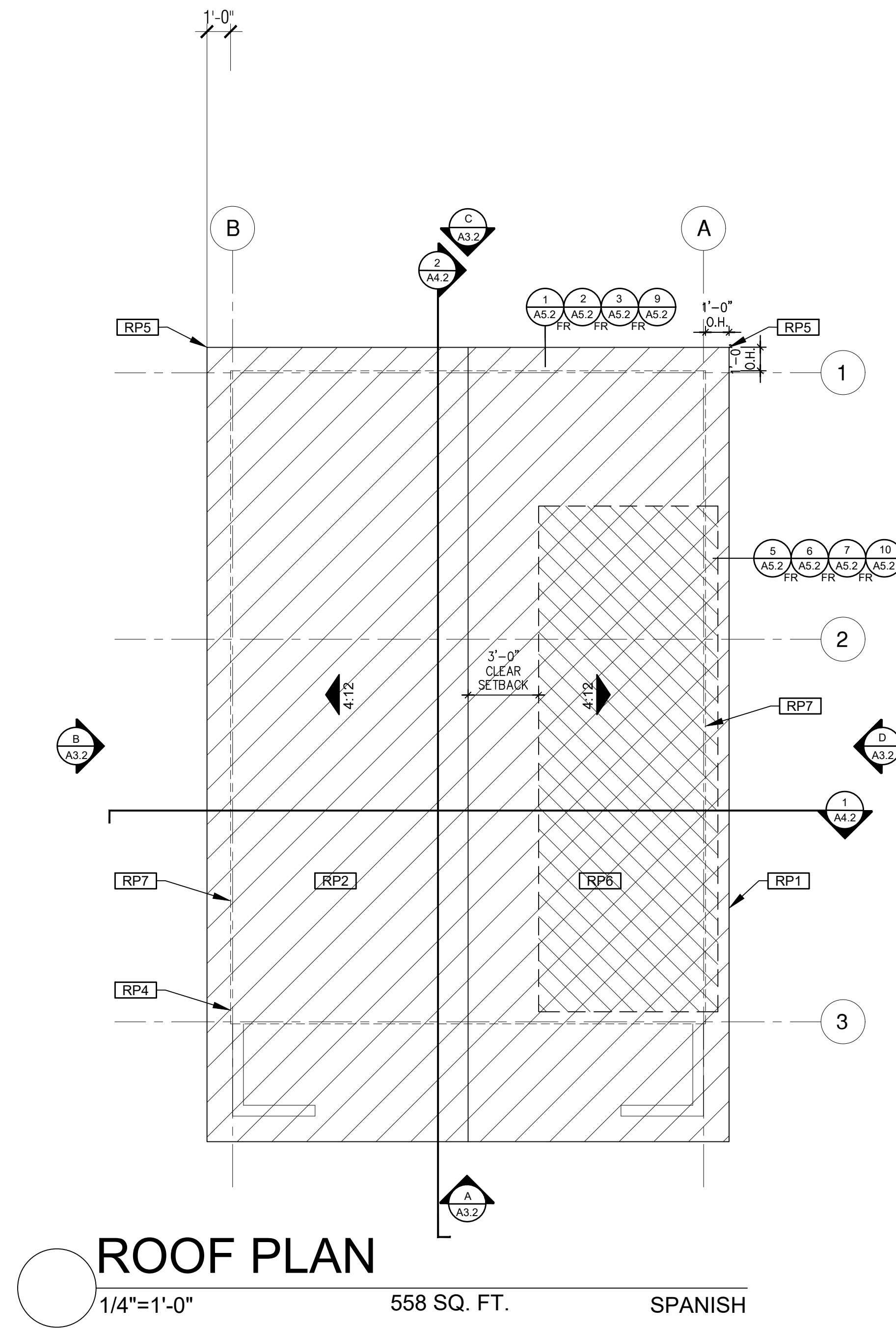
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drawn by xxx/xxx

sheet no.

A1.1

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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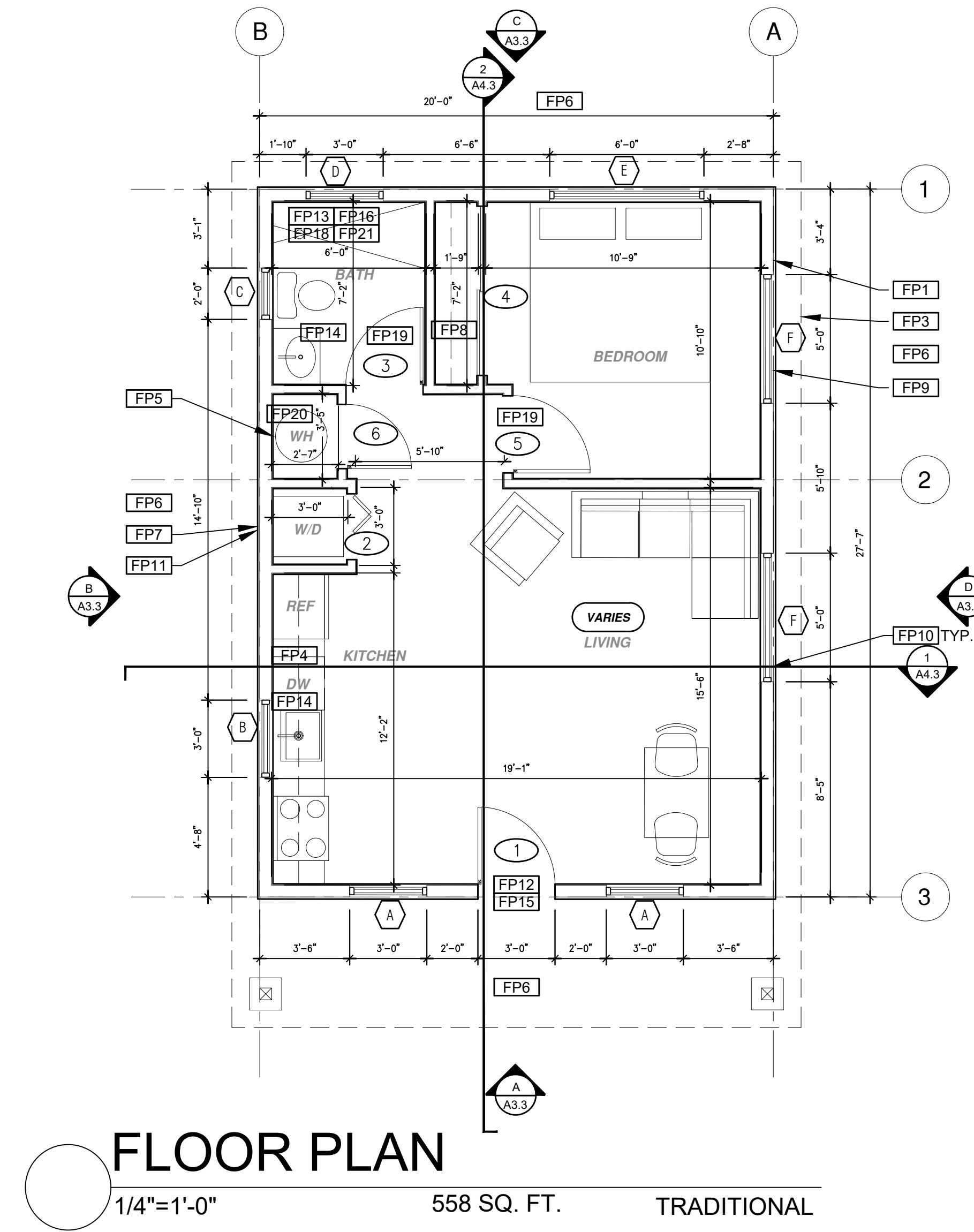
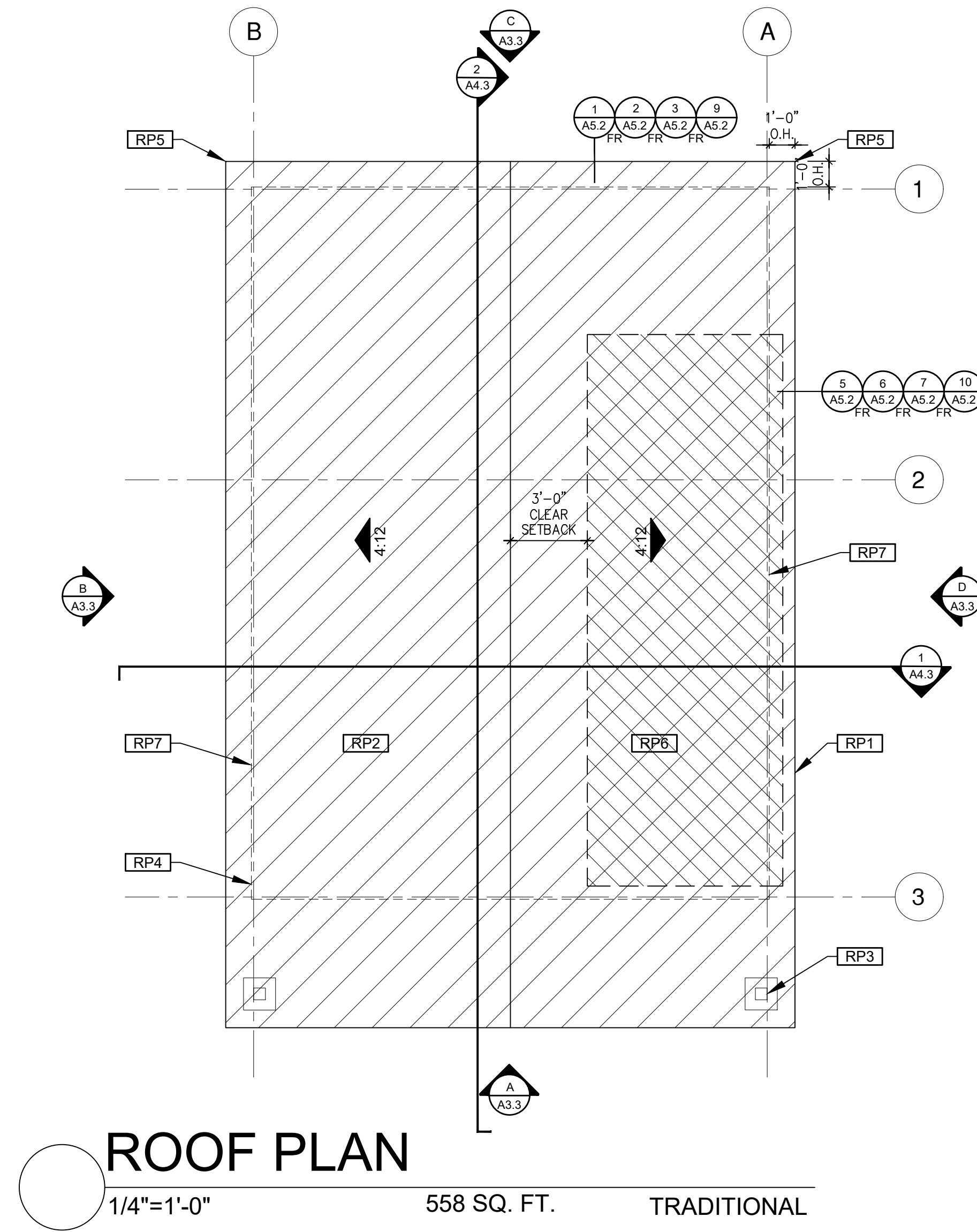
project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
Spanish
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.2

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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project
County of Inyo
Pre-Approved
ADU Program

revisions
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 △

description
Traditional
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no.
A1.3

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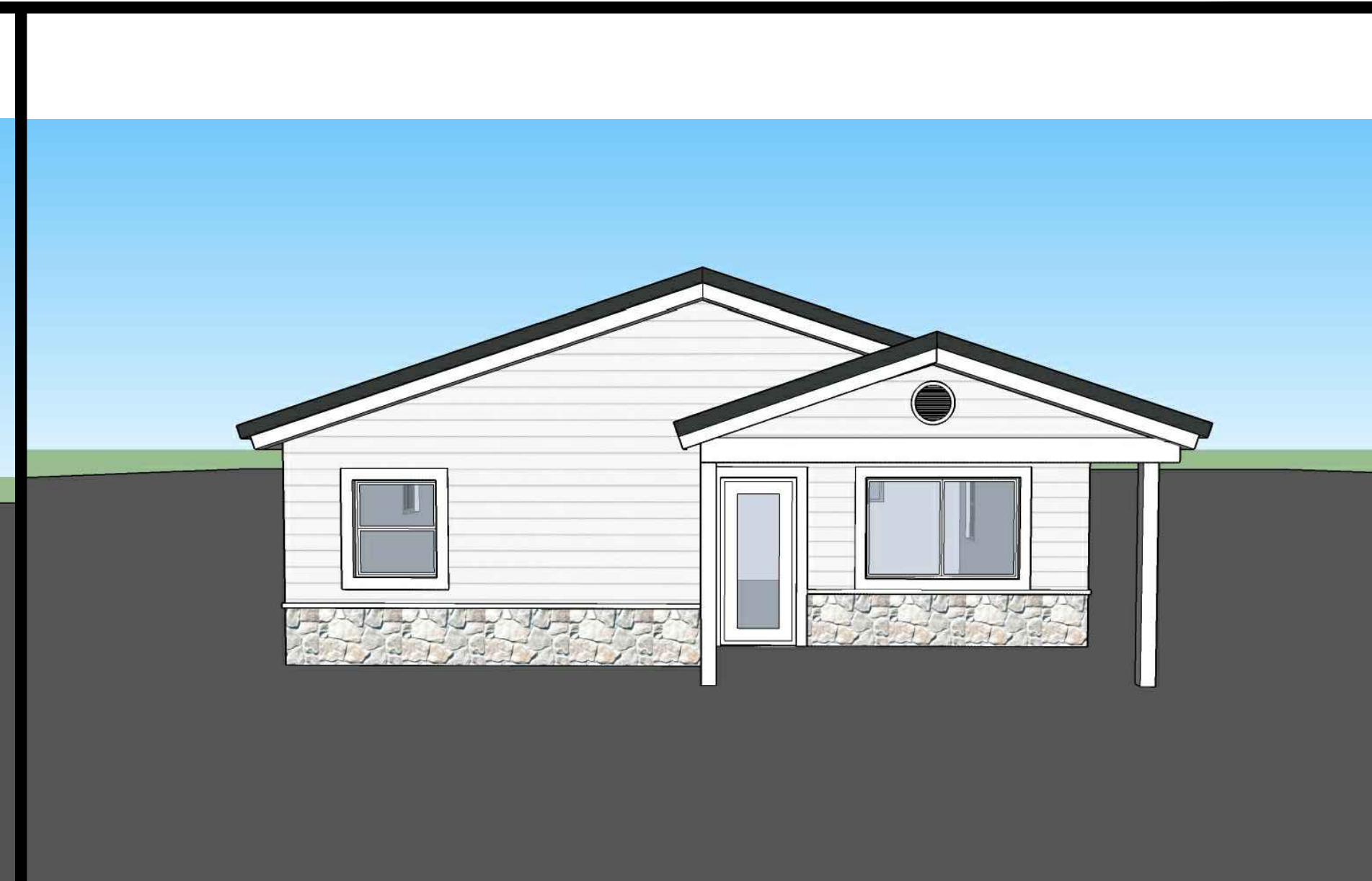
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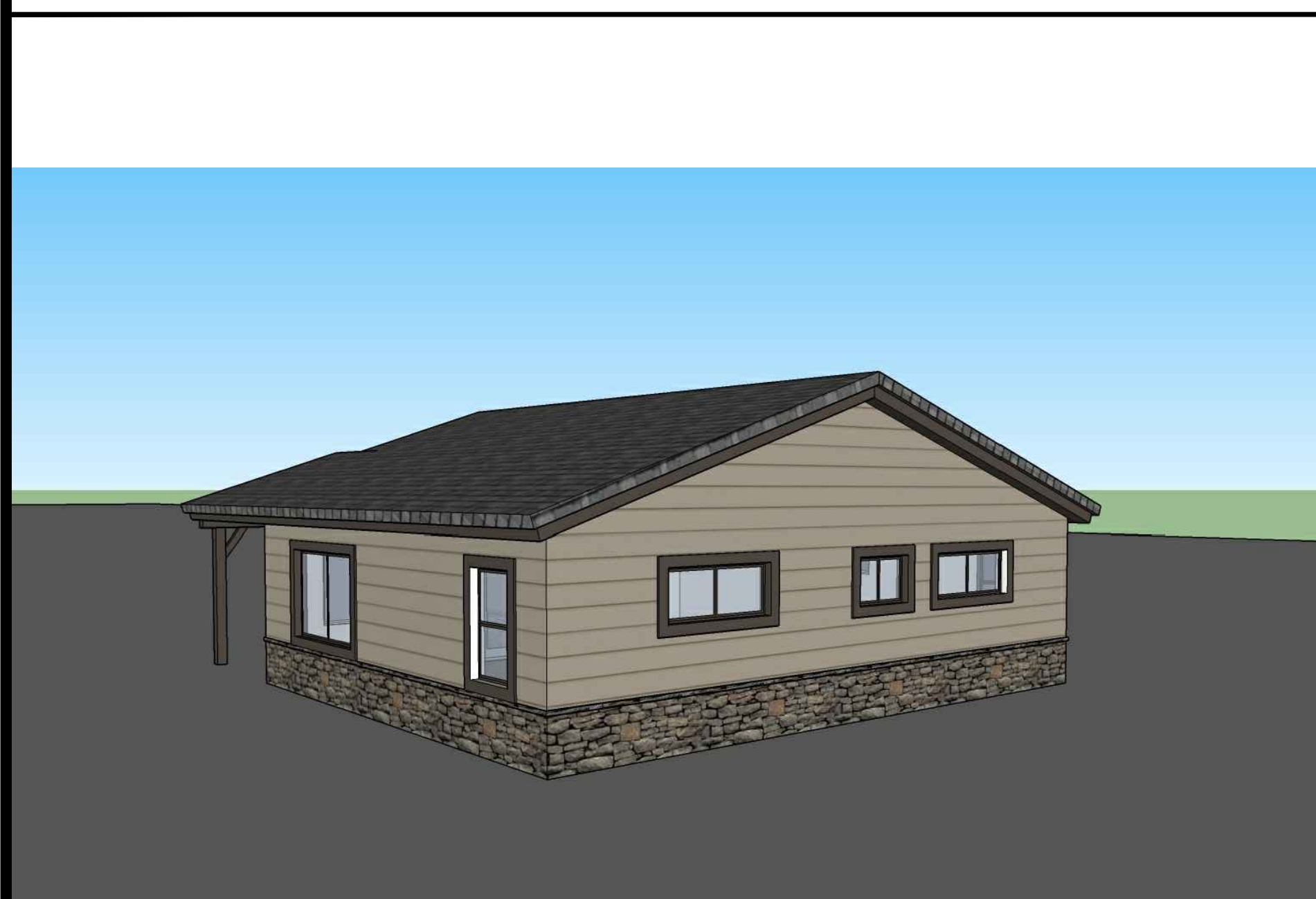
2 Bed - Ranch view #1



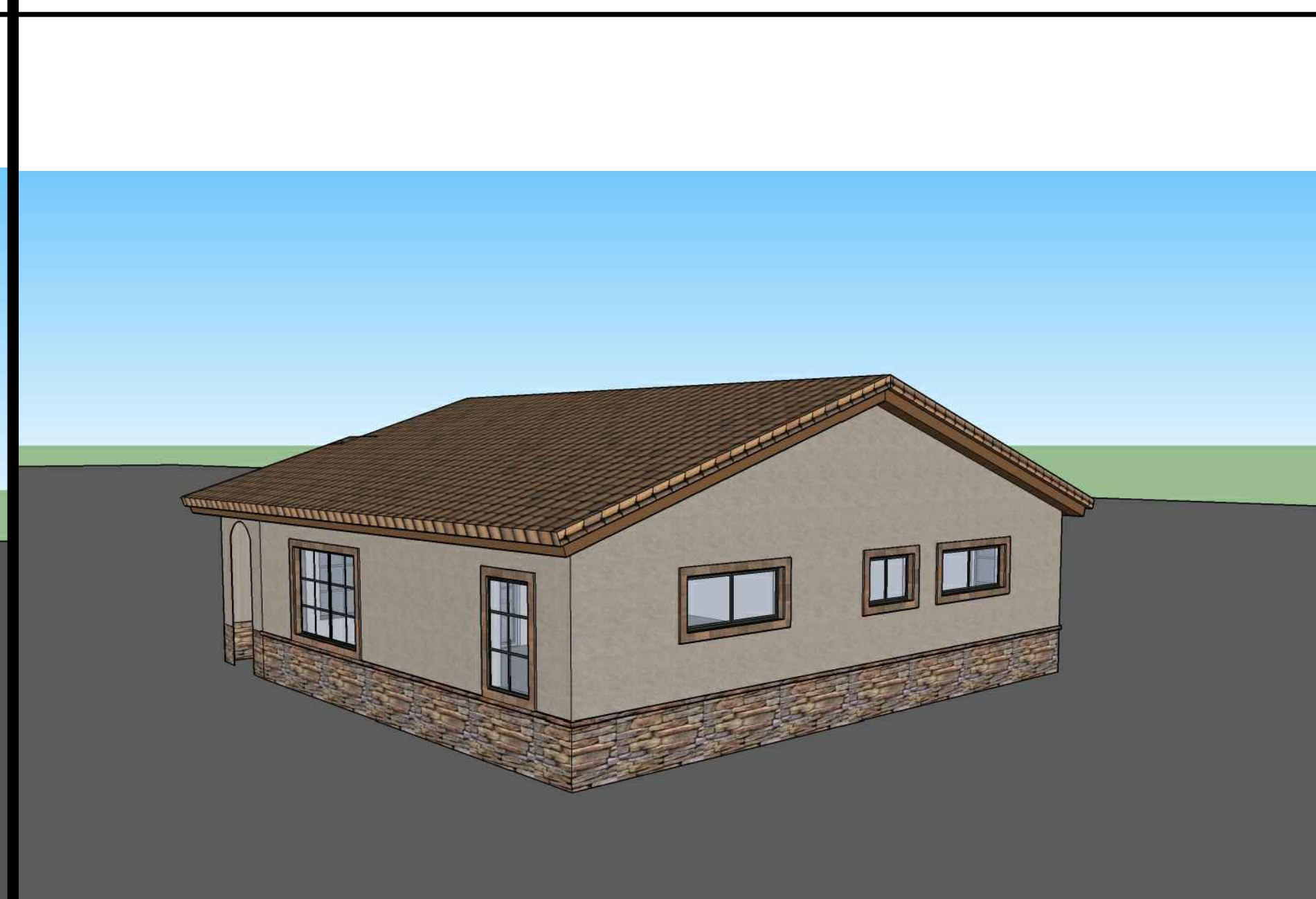
2 Bed - Spanish view #1



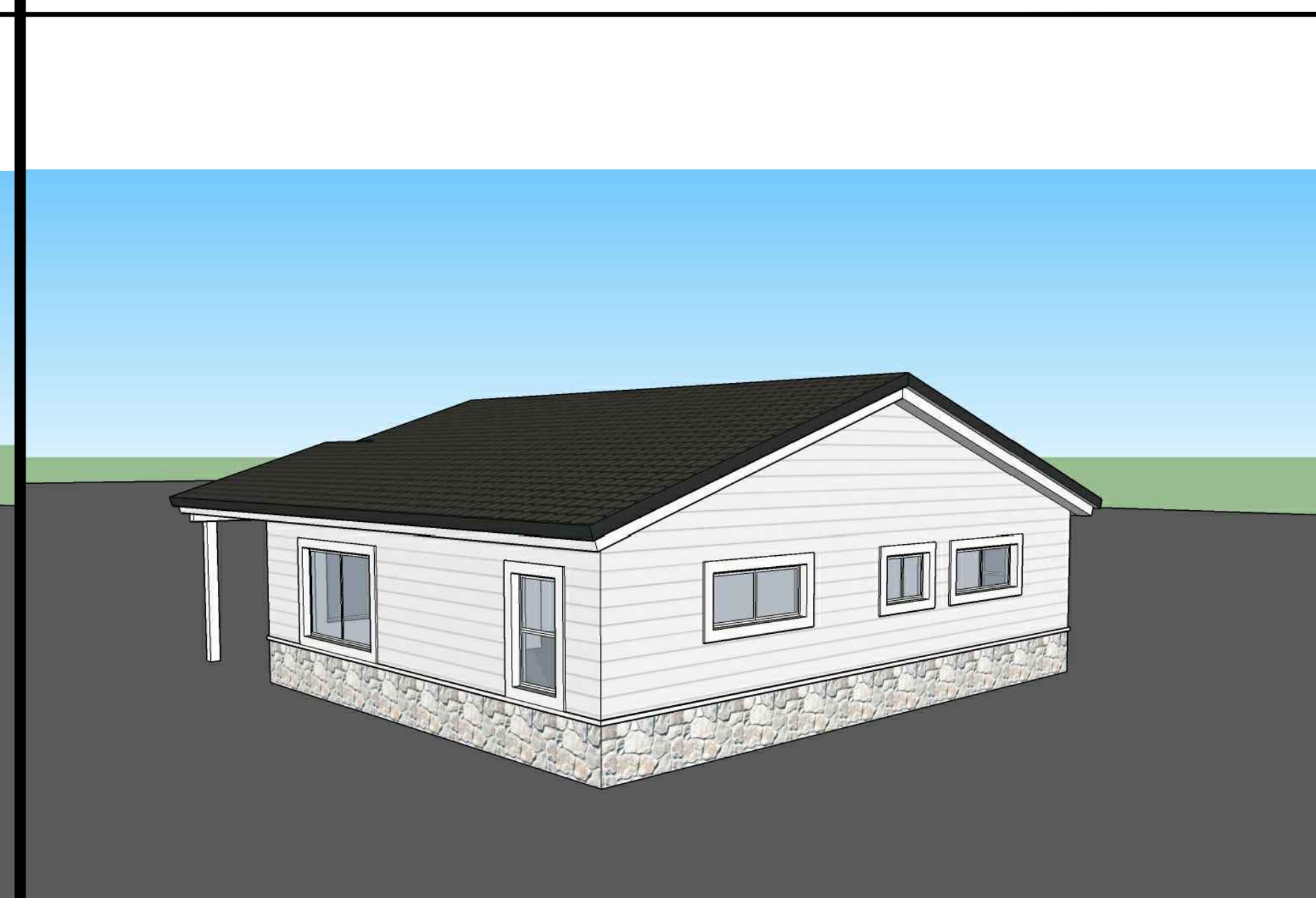
2 Bed - Traditional view #1



2 Bed - Ranch view #2



2 Bed - Spanish view #2



2 Bed - Traditional view #2



2 Bed - Ranch view #3



2 Bed - Spanish view #3



2 Bed - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

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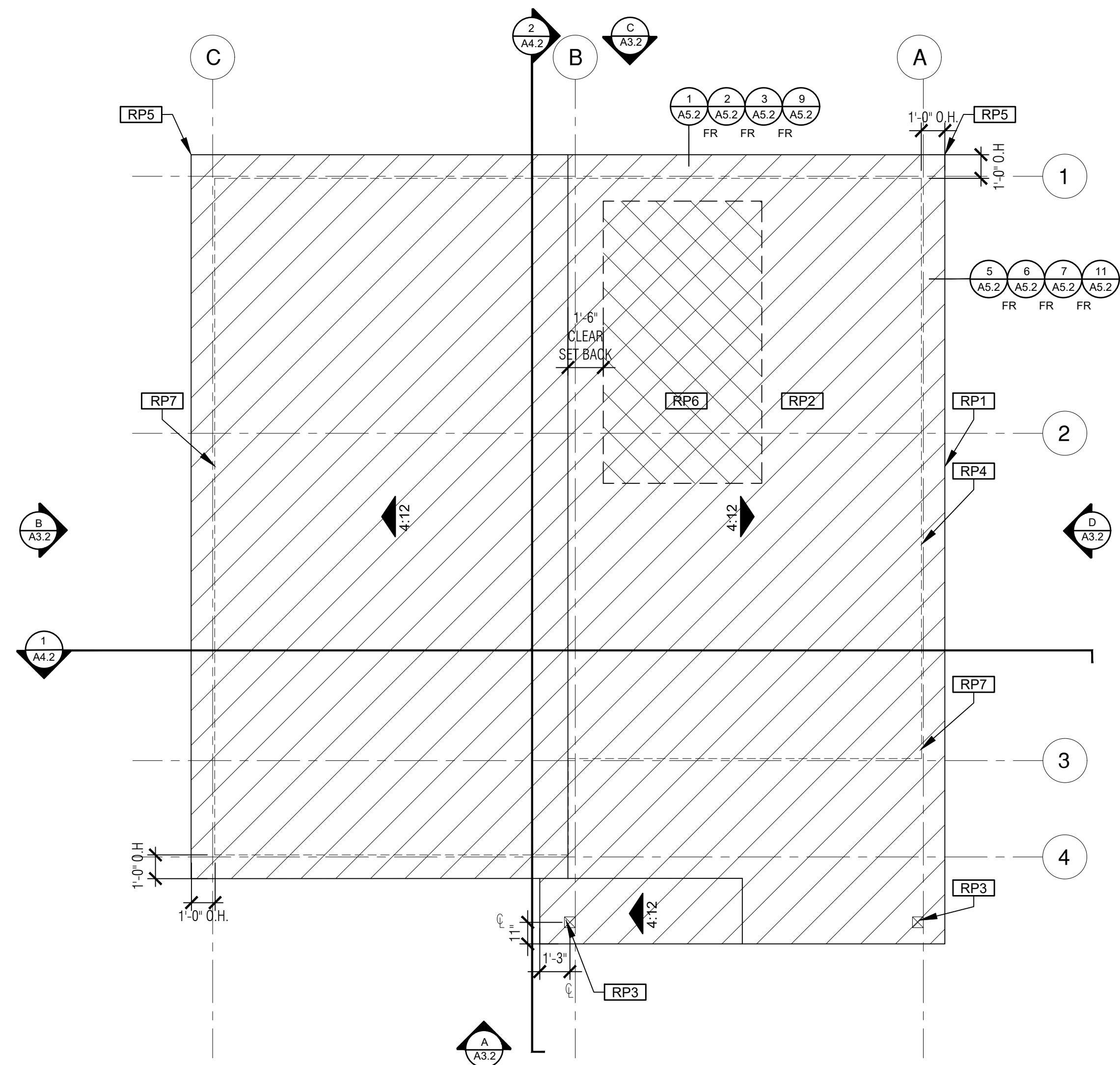
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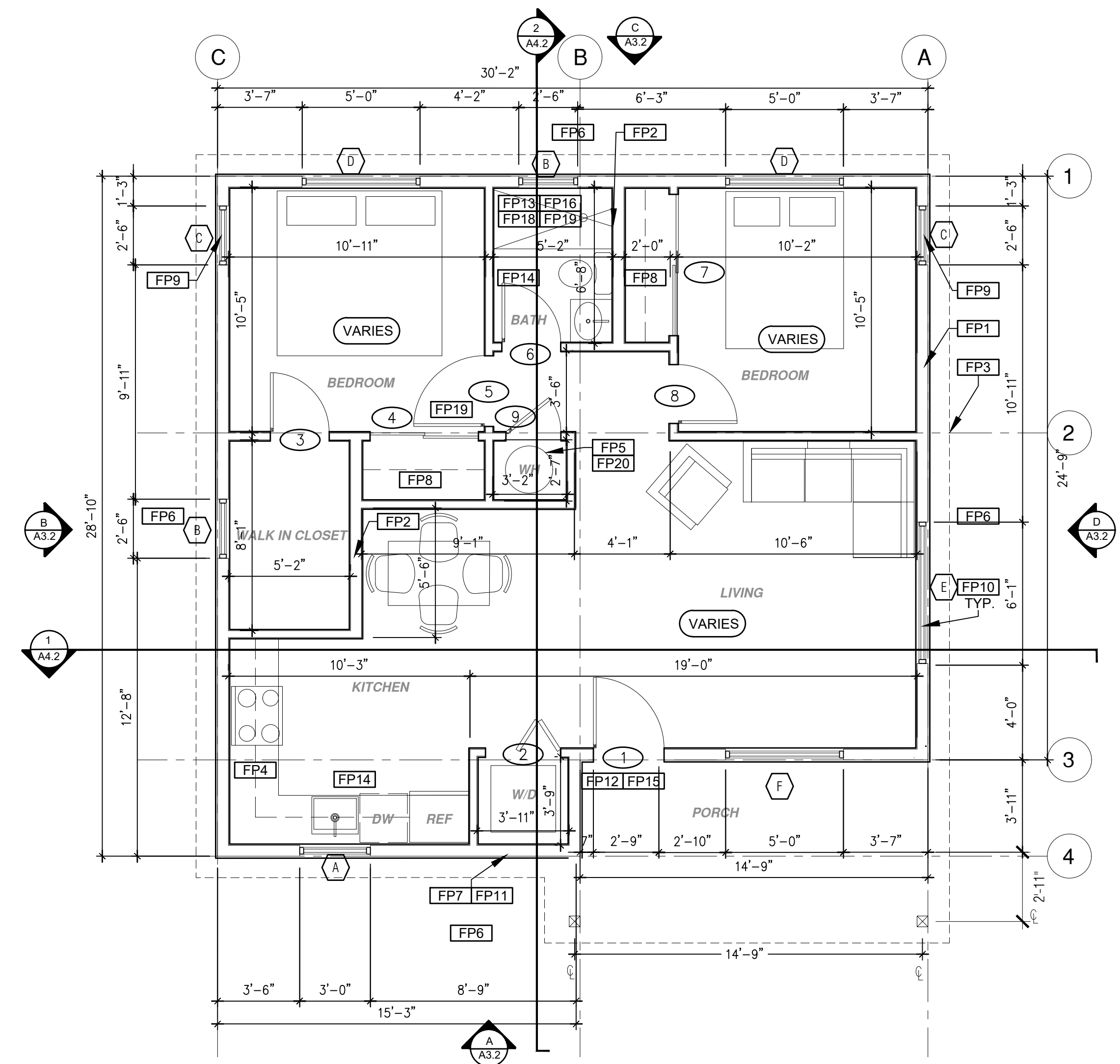
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drawn by xxx/xxx

sheet no. T1.2



ROOF PLAN
1/4"=1'-0"
800 SQ. FT. RANCH



FLOOR PLAN
1/4"=1'-0"
800 SQ. FT. RANCH

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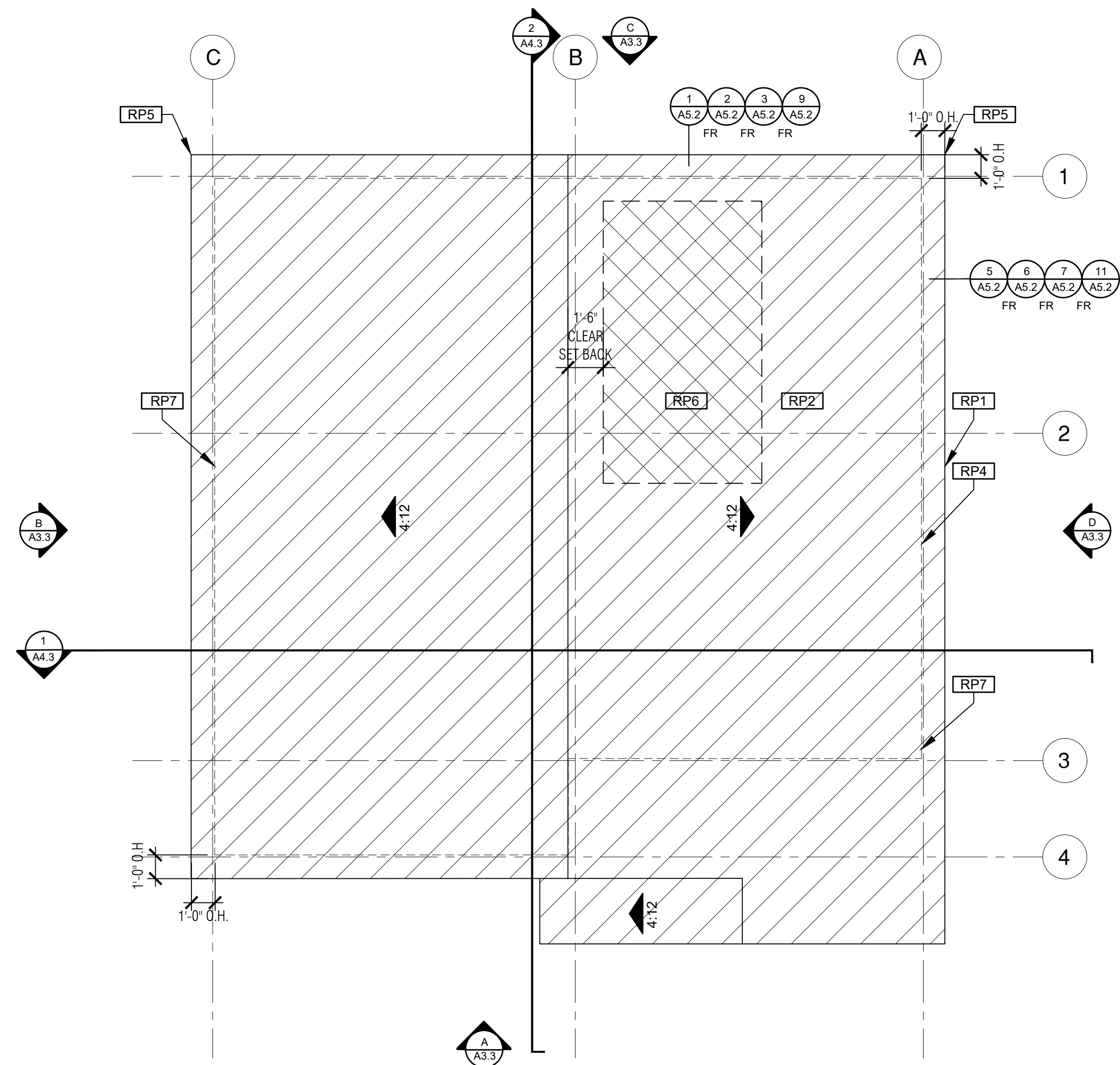
project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
Ranch
Roof/Floor Plan
2 Bedroom
1 Bath

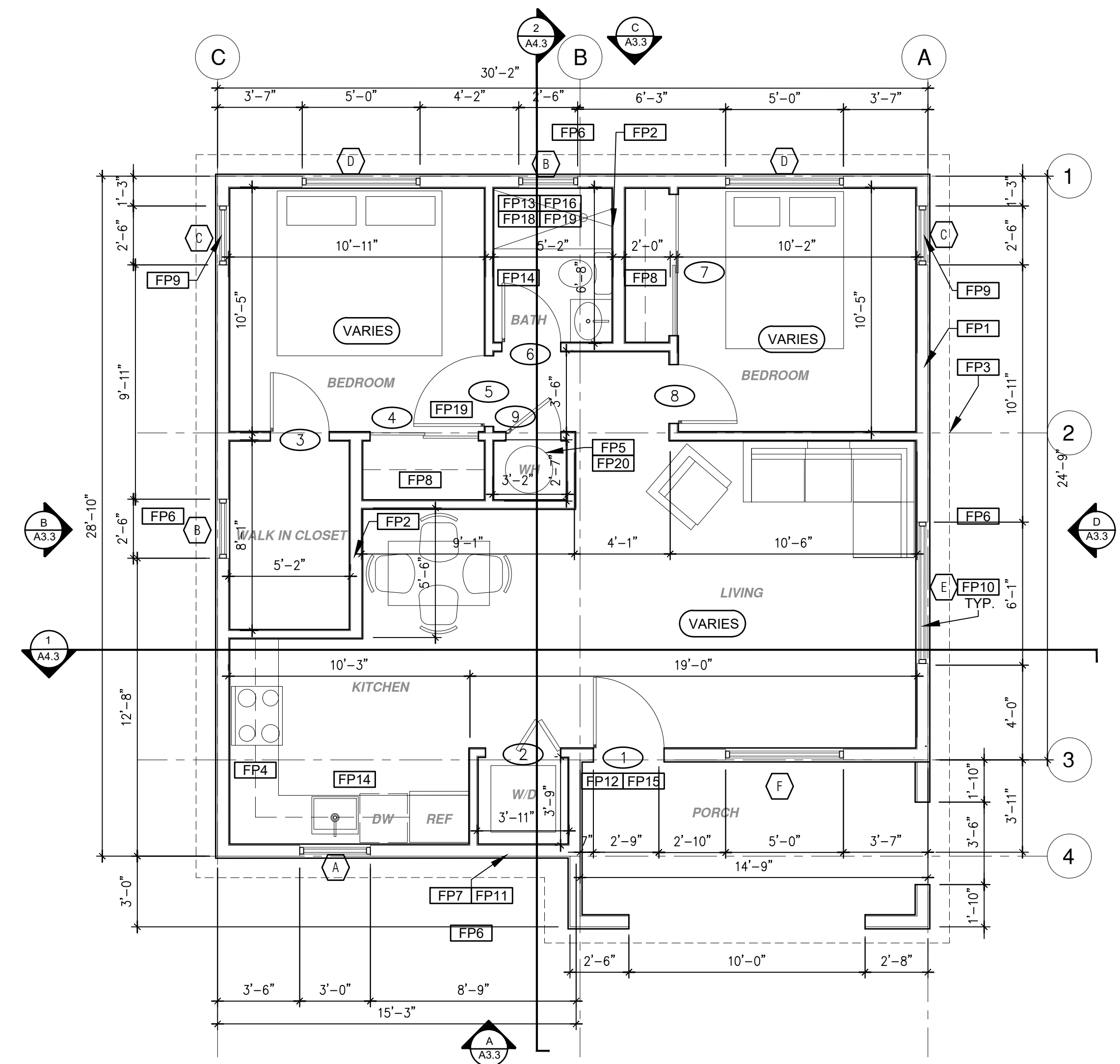
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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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ROOF PLAN
1/4"=1'-0" 800 SQ. FT. SPANISH



FLOOR PLAN
1/4"=1'-0" 800 SQ. FT. SPANISH

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WHERE THE WATER CLOSET IS NOT PLACED ADJACENT TO A SIDE WALL CAPABLE OF ACCOMMODATING A GRAB BAR, THE BATHROOM SHALL HAVE PROVISIONS FOR INSTALLATION OF FLOOR-MOUNTED, FOLDAWAY OR SIMILAR ALTERNATE GRAB BAR REINFORCEMENTS APPROVED BY THE ENFORCING AGENCY.</p> <p>FP19 DOOR TO HAVE A NET CLEAR OPENING OF 32"</p> <p>FP20 DESIGNATED 2'-6" x 2'-6" x 7' TALL MINIMUM AREA FOR INSTALLATION OF AN ELECTRIC HYBRID HEAT PUMP WATER HEATER PER CEC 2022 SECTION 150.0(N)</p> <p>FP21 FURRING AS NEEDED FOR STANDARD TUB AND SHOWER LENGTH</p>	<p>SOLAR READY ROOF AREA: MIN DIMENSION > 5FT. MIN. SF. > 80SF. PER CALIFORNIA ENERGY CODE SECTION 110.10(b)</p> <p>THE SOLAR ZONE SHALL COMPLY WITH ACCESS, PATHWAY, SMOKE VENTILATION, AND SPACING REQUIREMENTS AS SPECIFIED IN TILE 24, PART 9 OR OTHER PARTS OF TITLE 24 OR IN ANY REQUIREMENTS ADOPTED BY LOCAL JURISDICTION</p> <p>SINGLE FAMILY RESIDENCE. THE SOLAR ZONE SHALL BE LOCATED ON THE ROOF OR OVERHANG OF THE BUILDING AND HAVE A TOTAL AREA OF NO LESS THAN 250SQFT.</p> <p>FOR PHOTOVOLTAIC ARRAYS OCCUPYING NOT MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN AN 18-INCH (457 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE. FOR PHOTOVOLTAIC ARRAYS OCCUPYING MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN A 36-INCH (914 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE.</p> <p>CAPACITY OF THE PV SYSTEMS PER THE CF1R-PRF: _____</p> <p>VENTING CALCULATIONS</p> <p>ROOF VENTING: 1SF. OF ROOF VENTING PER 150 SF. OF ENCLOSED AREA OR ENCLOSED RAFTER AREA. ENCLOSED RAFTER AREA: 800_SF. VENTILATION AREA REQUIRED: 800_SF / 150SF = 5.33 SF. CONVERT TO SQ. IN.: 5.33 SF x 144 = 768 SQ. IN. MINIMUM VENTILATION AREA REQUIRED: 768 SQ. IN.</p>	<p>SECTION CUT (Symbol: Triangle with line)</p> <p>ELEVATION CALLOUT (Symbol: Circle with line)</p> <p>DETAIL DRAWING REF. (Symbol: Square with line)</p> <p>WALL BELOW OR ROOF ABOVE (Symbol: Dashed line)</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 (Symbol: Hatched area)</p> <p>ROOFING (Symbol: Diagonal lines)</p> <p>KEYNOTE (Symbol: X)</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE (Symbol: X)</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE (Symbol: X)</p> <p>CEILING HEIGHTS (Symbol: X-X')</p> <p>VAULTED CEILING (Symbol: Varies)</p> <p>ROOF SLOPE (Symbol: X:12)</p>

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions
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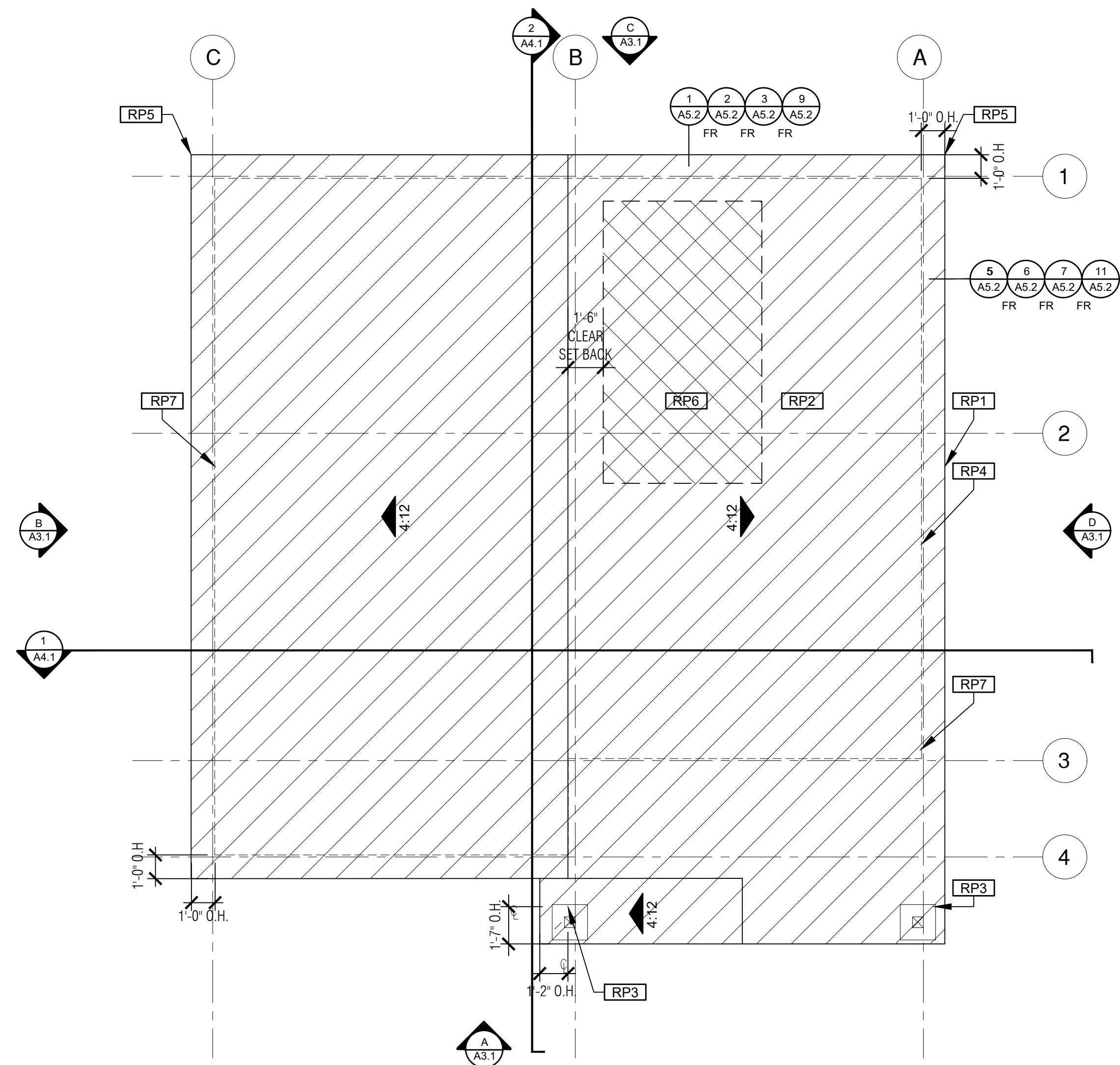
description
 Spanish
 Roof/Floor Plan
 2 Bedroom
 1 Bath

date ## Month 20##

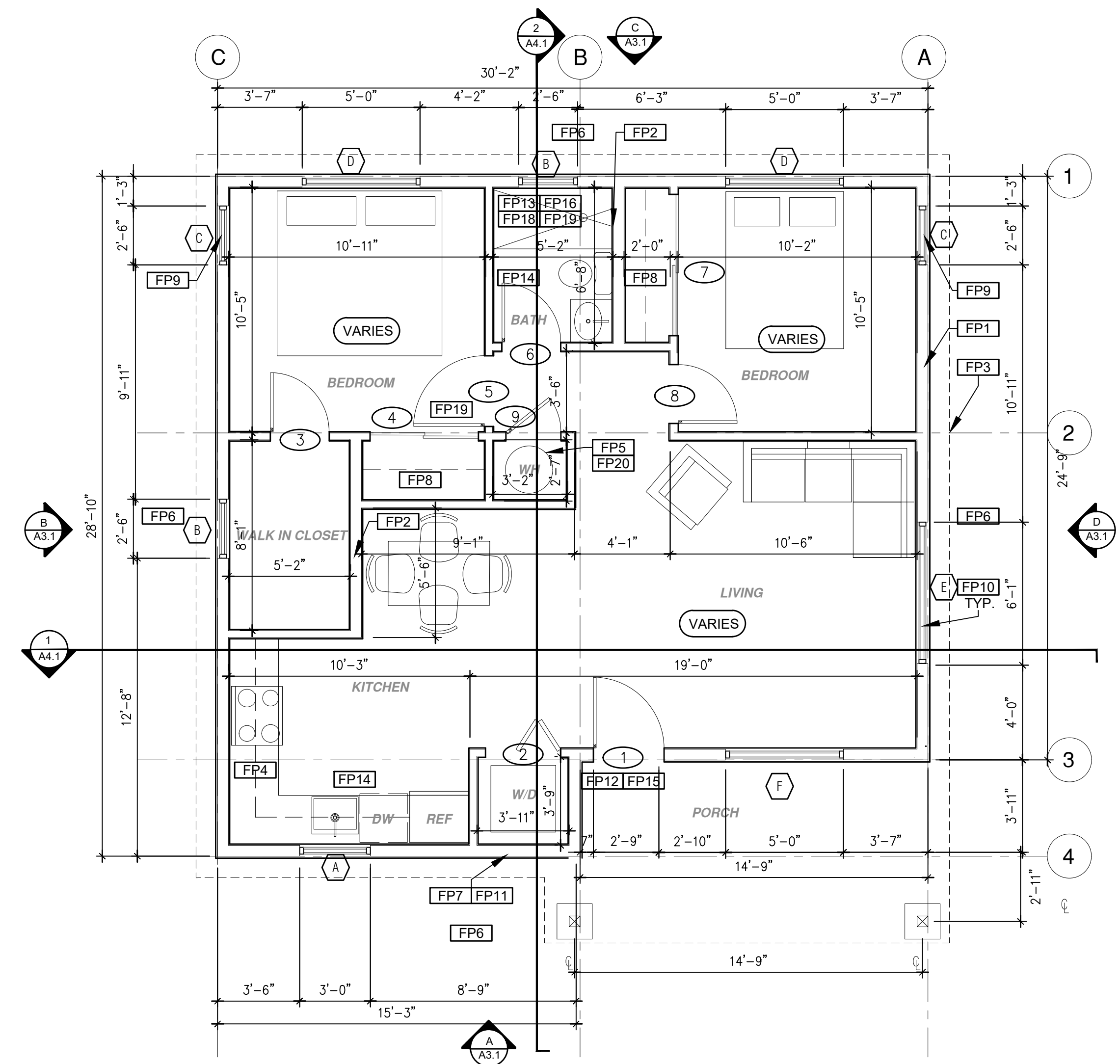
project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no. **A1.2**



ROOF PLAN
1/4"=1'-0"
800 SQ. FT. TRADITIONAL



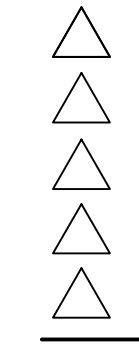
FLOOR PLAN
1/4"=1'-0"
800 SQ. FT. TRADITIONAL

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project

County of Inyo
Pre-Approved
ADU Program

revisions



description
**Craftsman
Roof/Floor Plan
2 Bedroom
1 Bath**

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no.

A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZE PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. 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[Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol]</p> <p>ROOFING [Symbol]</p> <p>KEYNOTE [Symbol]</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE [Symbol]</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE [Symbol]</p> <p>CEILING HEIGHTS [Symbol]</p> <p>VAULTED CEILING [Symbol]</p> <p>ROOF SLOPE [Symbol]</p>

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3 Bedroom - Ranch view #1



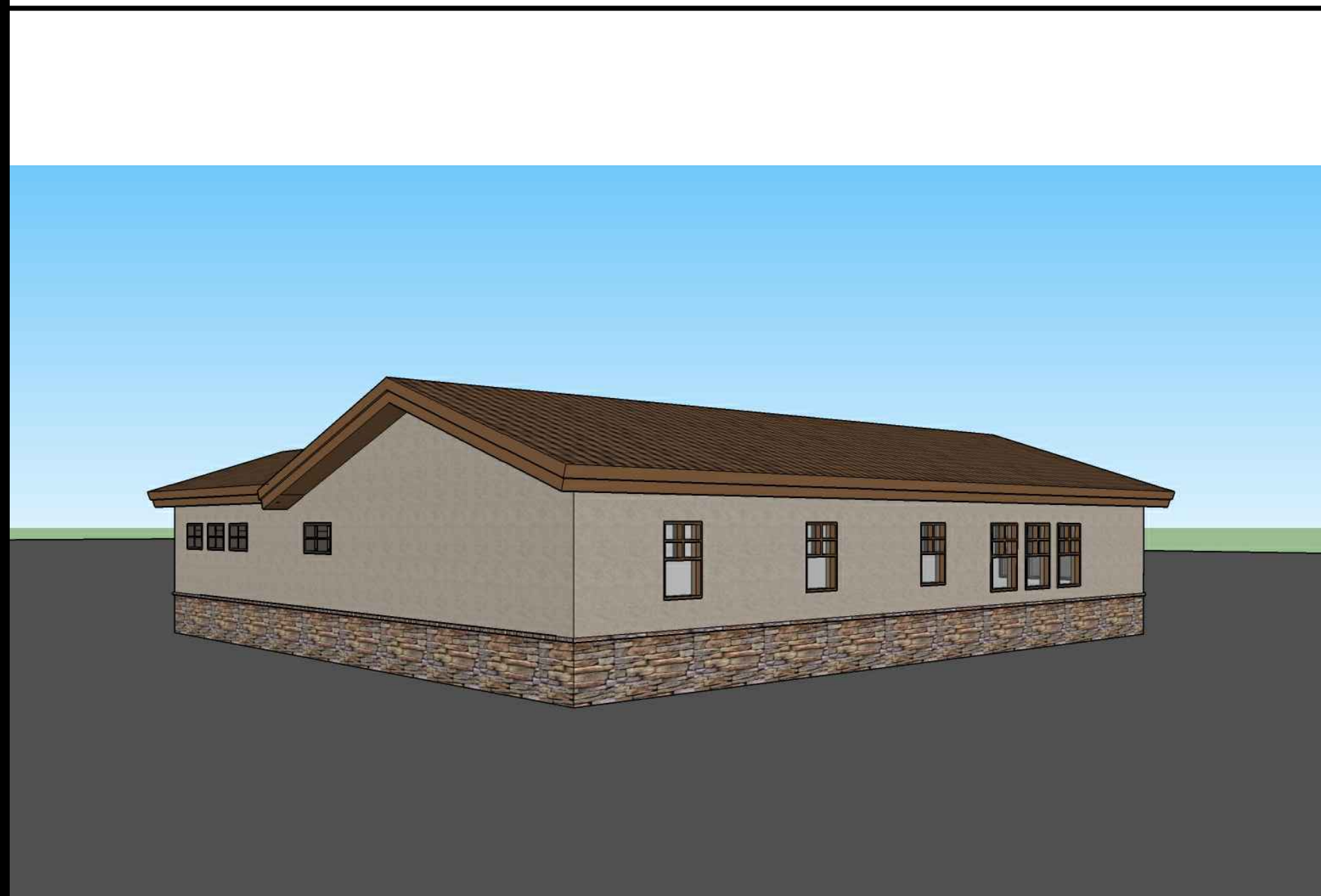
3 Bedroom - Spanish view #1



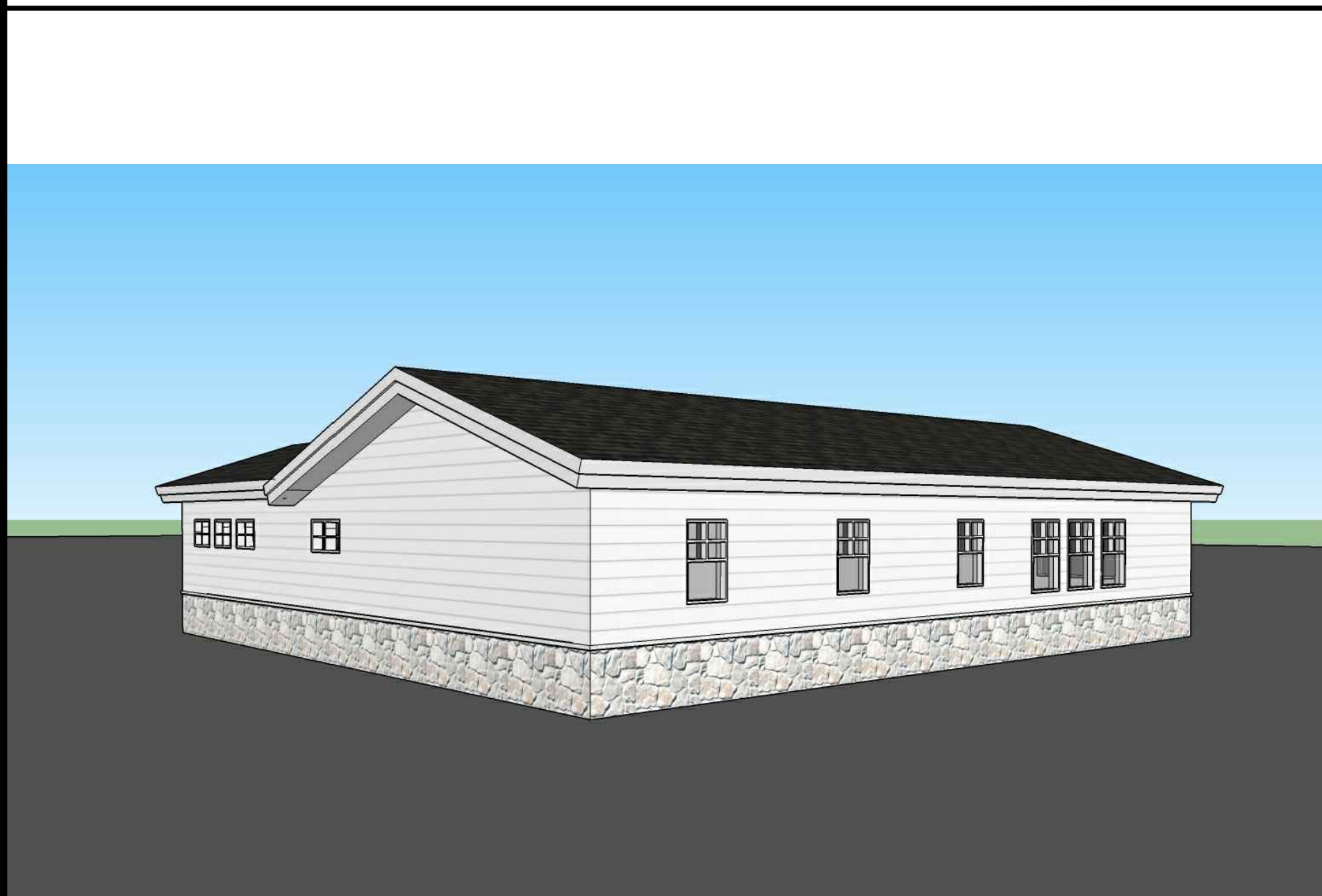
3 Bedroom - Traditional view #1



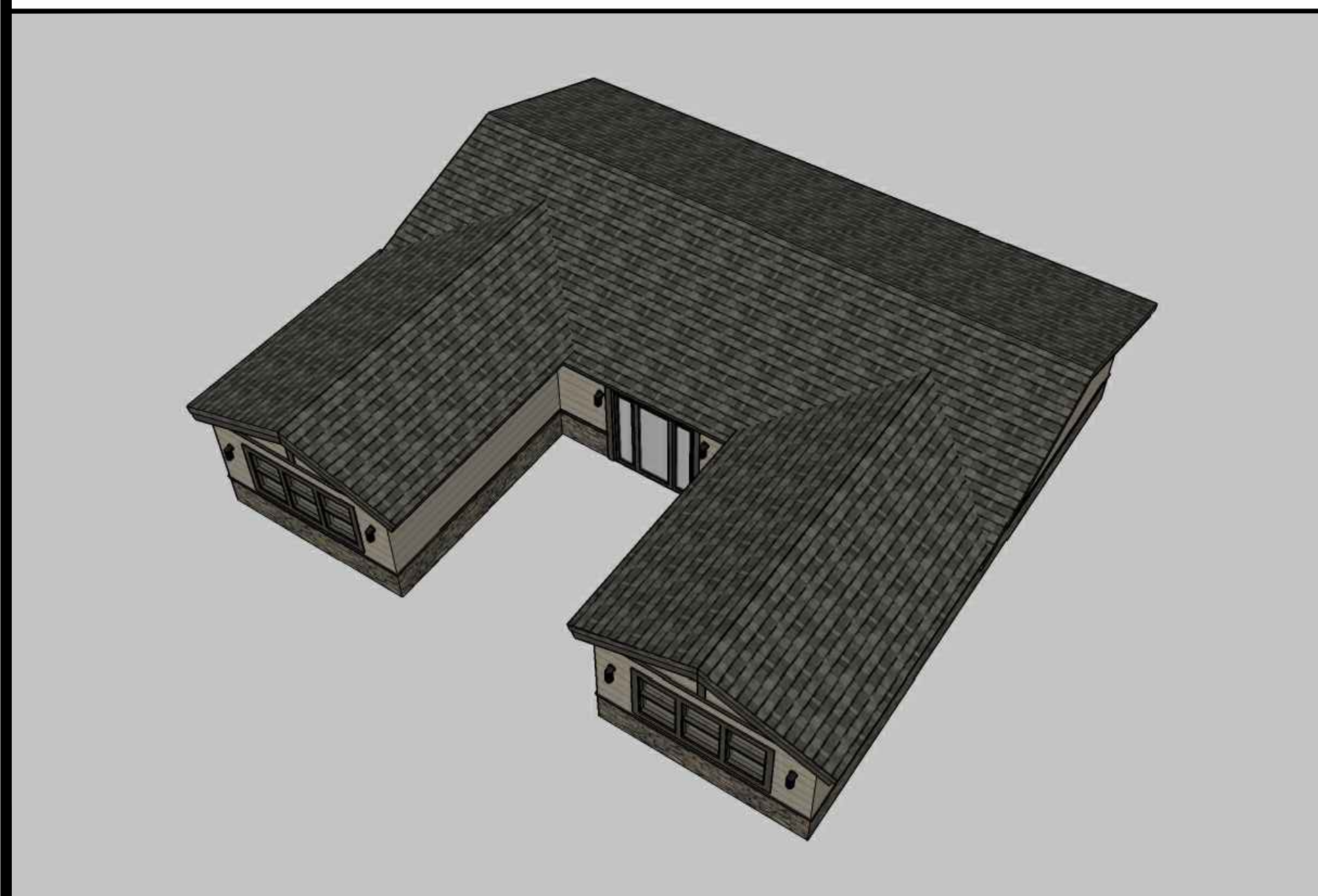
3 Bedroom - Ranch view #2



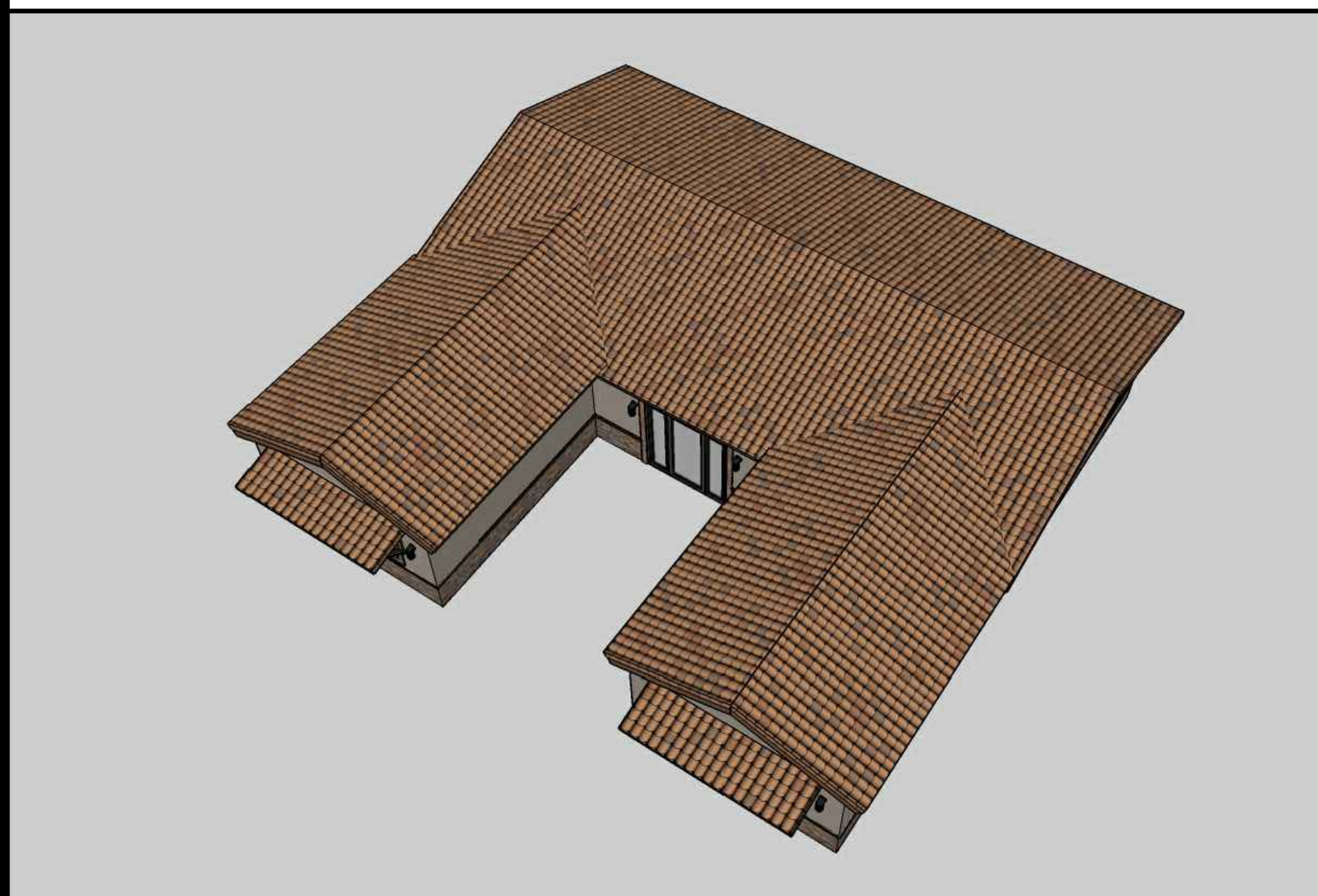
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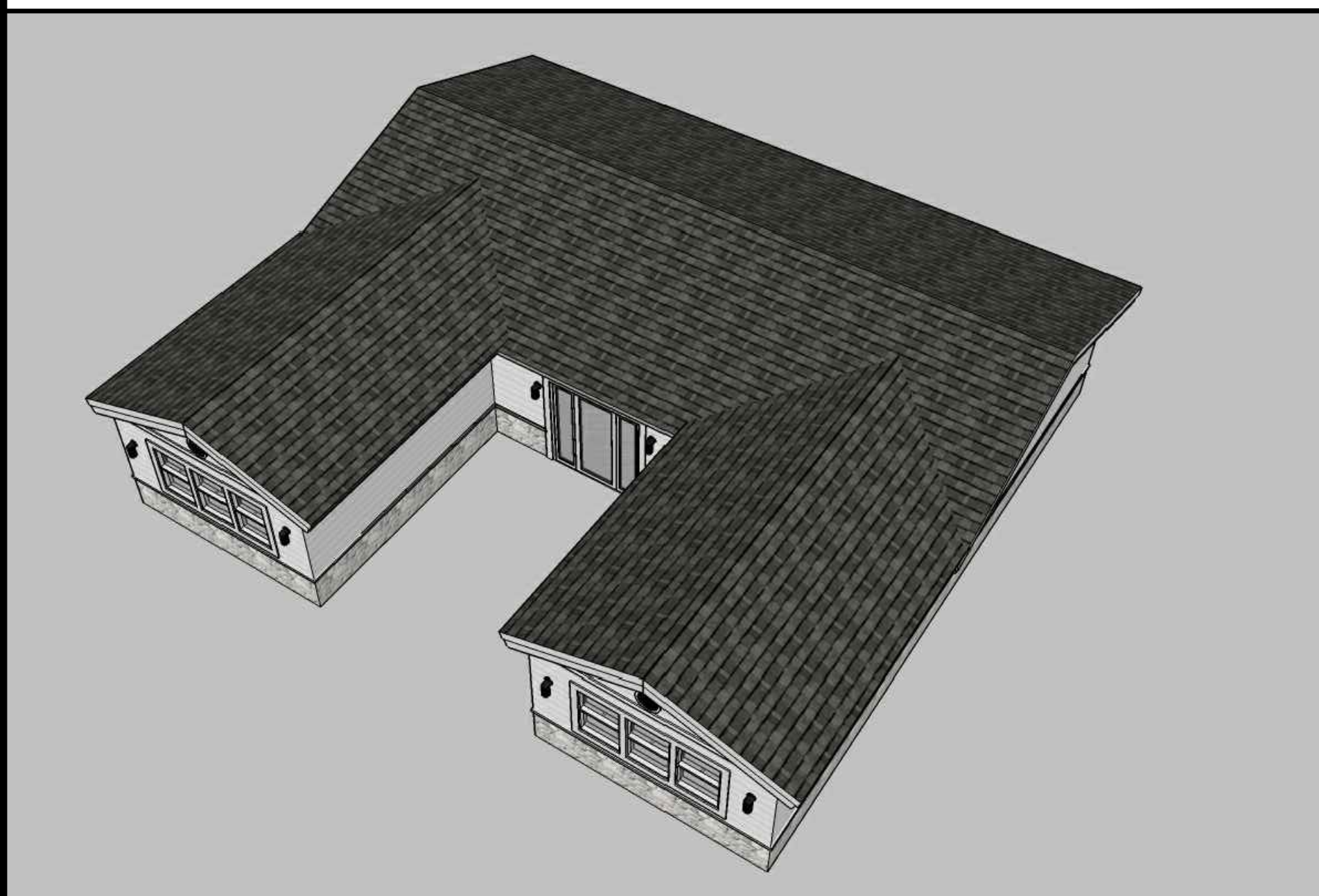
3 Bedroom - Traditional view #2



3 Bedroom - Ranch view #3



3 Bedroom - Spanish view #3



3 Bedroom - Traditional view #3

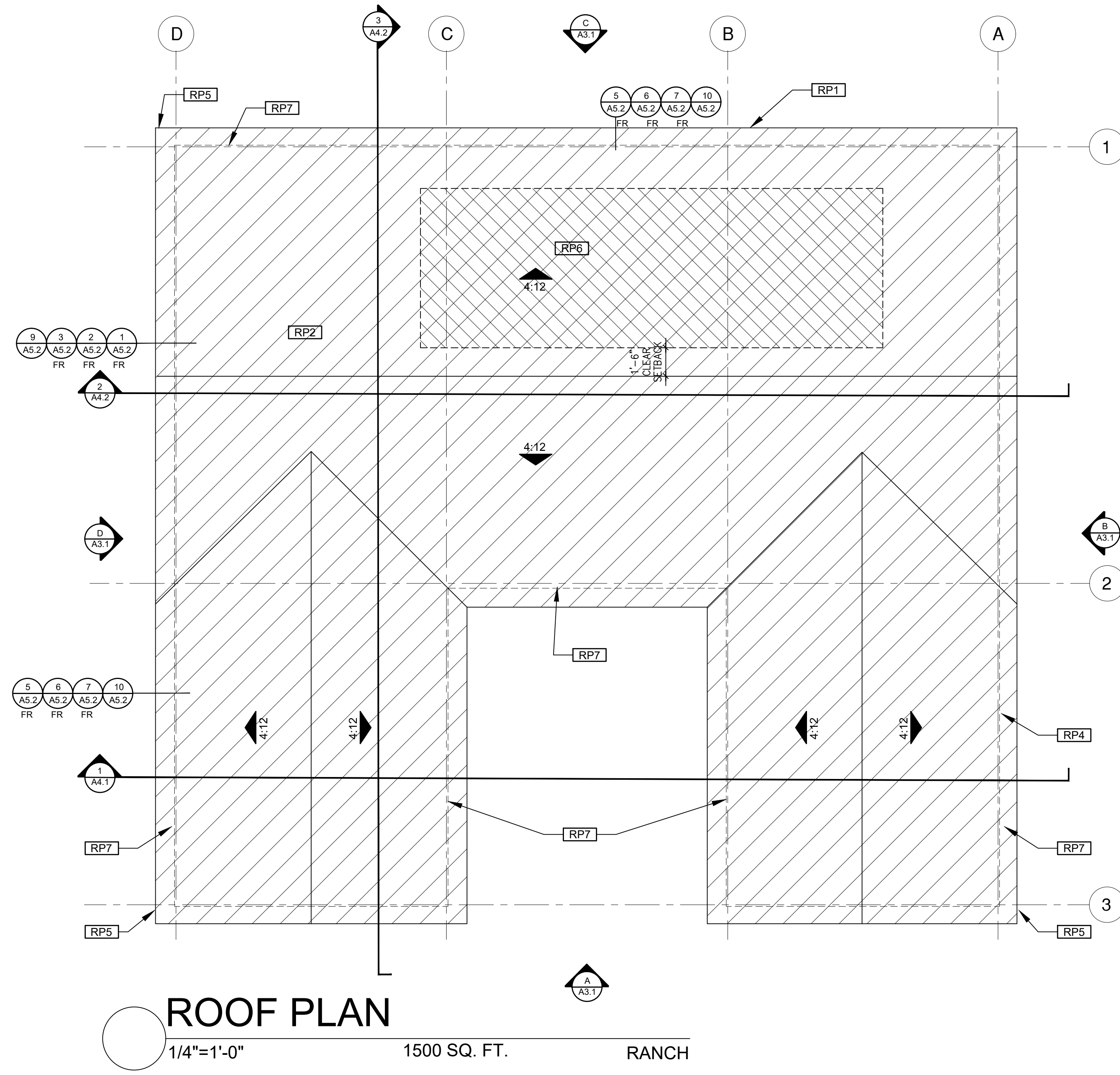
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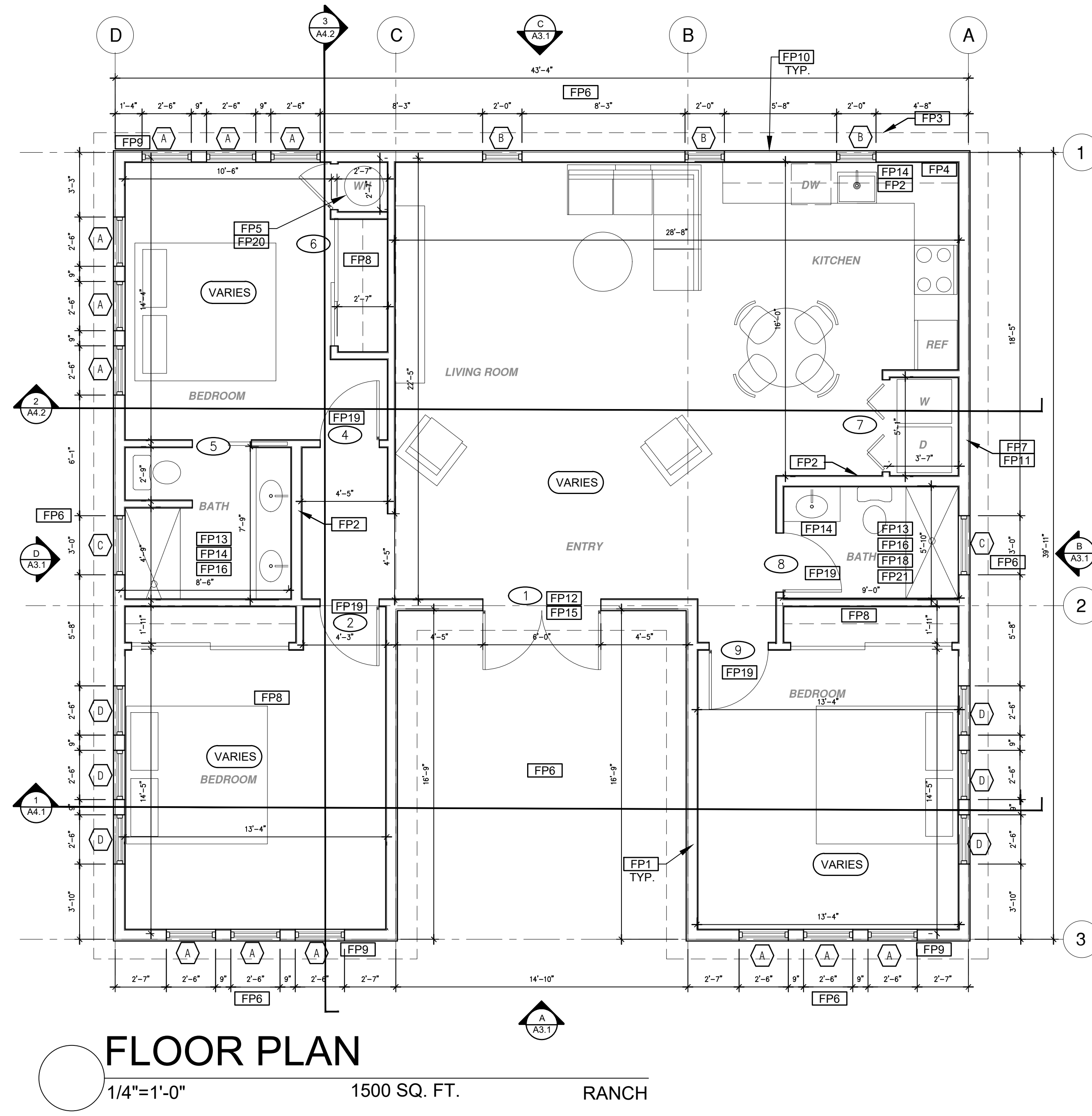
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 drawn by xxx/xxx
 sheet no. T1.2

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ROOF PLAN
1/4"=1'-0"
1500 SQ. FT. RANCH



FLOOR PLAN
1/4"=1'-0"
1500 SQ. FT. RANCH

ROOF KEYNOTES
RP1 LINE OF ROOF OVERHANG
RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2
RP3 SUPPORT POST BELOW
RP4 LINE OF WALLS BELOW
RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS
RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET
RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET

FLOOR PLAN KEYNOTES	
FP1 STUD WALL SIZED PER STRUCTURAL	FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.
FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING	FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE (101.3)(c), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION
FP3 LINE OF OVERHANG ABOVE	FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1" PER FOOT.
FP4 36" HIGH COUNTER	FP16 WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL TO 72" ABOVE DRAIN AT SHOWERS OR TUB WITH SHOWERS. MATERIALS USED AS BACKERS FOR WALL TILE IN TUBE AND REINFORCED GYPSUM PANELS, NON-ASBESTOS FIBER CEMENT BACKER BOARD, OR NON-ASBESTOS FIBER CEMENT REINFORCED CEMENTITIOUS BACKER UNITS INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
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FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING	FP19 DOOR TO HAVE A NET CLEAR OPENING OF 32"
FP8 CLOSET SHELF AND POLE	FP20 DESIGNATED 2'-6" x 2'-6" x 7' TALL MINIMUM AREA FOR INSTALLATION OF AN ELECTRIC HYBRID HEAT PUMP WATER HEATER PER CEC 2022 SECTION 150.0(N)
FP9 EMERGENCY EGRESS WINDOW	FP21 FURRING AS NEEDED FOR STANDARD TUB AND SHOWER LENGTH
FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS	
FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION	
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project
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revisions
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description
Ranch
Roof Plan/
Floor Plan
3 Bedroom

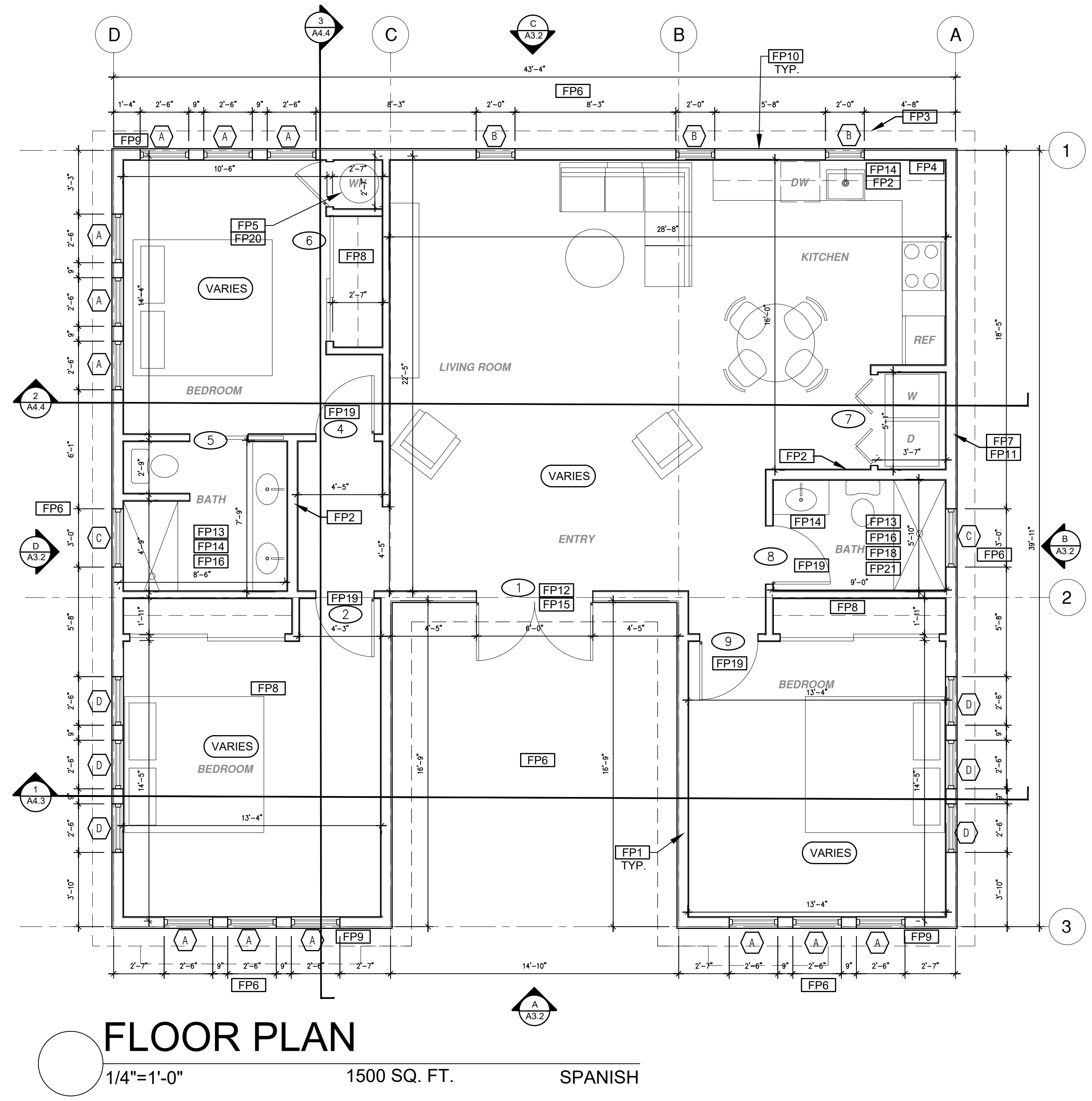
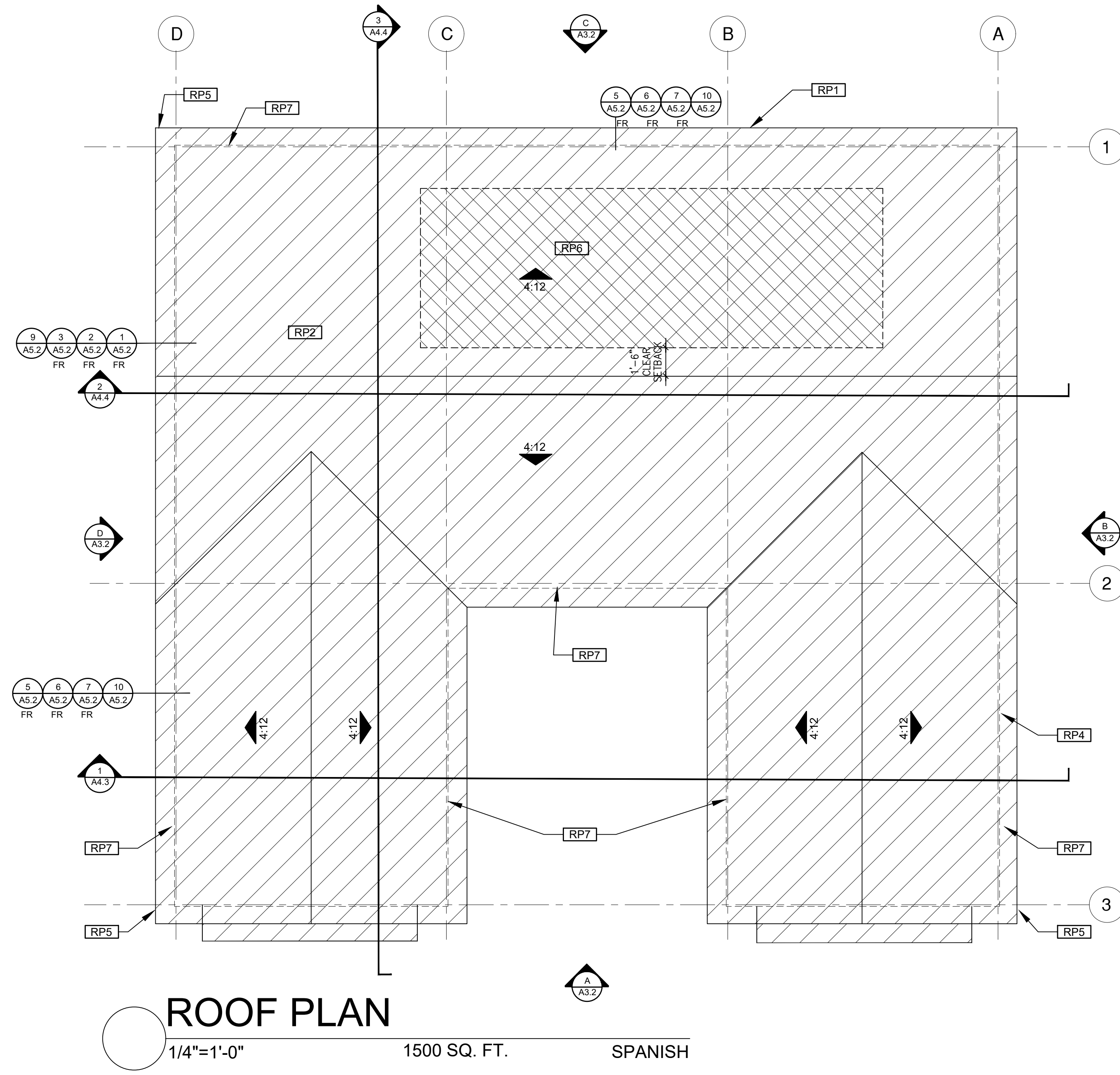
date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no. **A1.1**

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project
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description
Spanish
Roof Plan/
Floor Plan
3 Bedroom

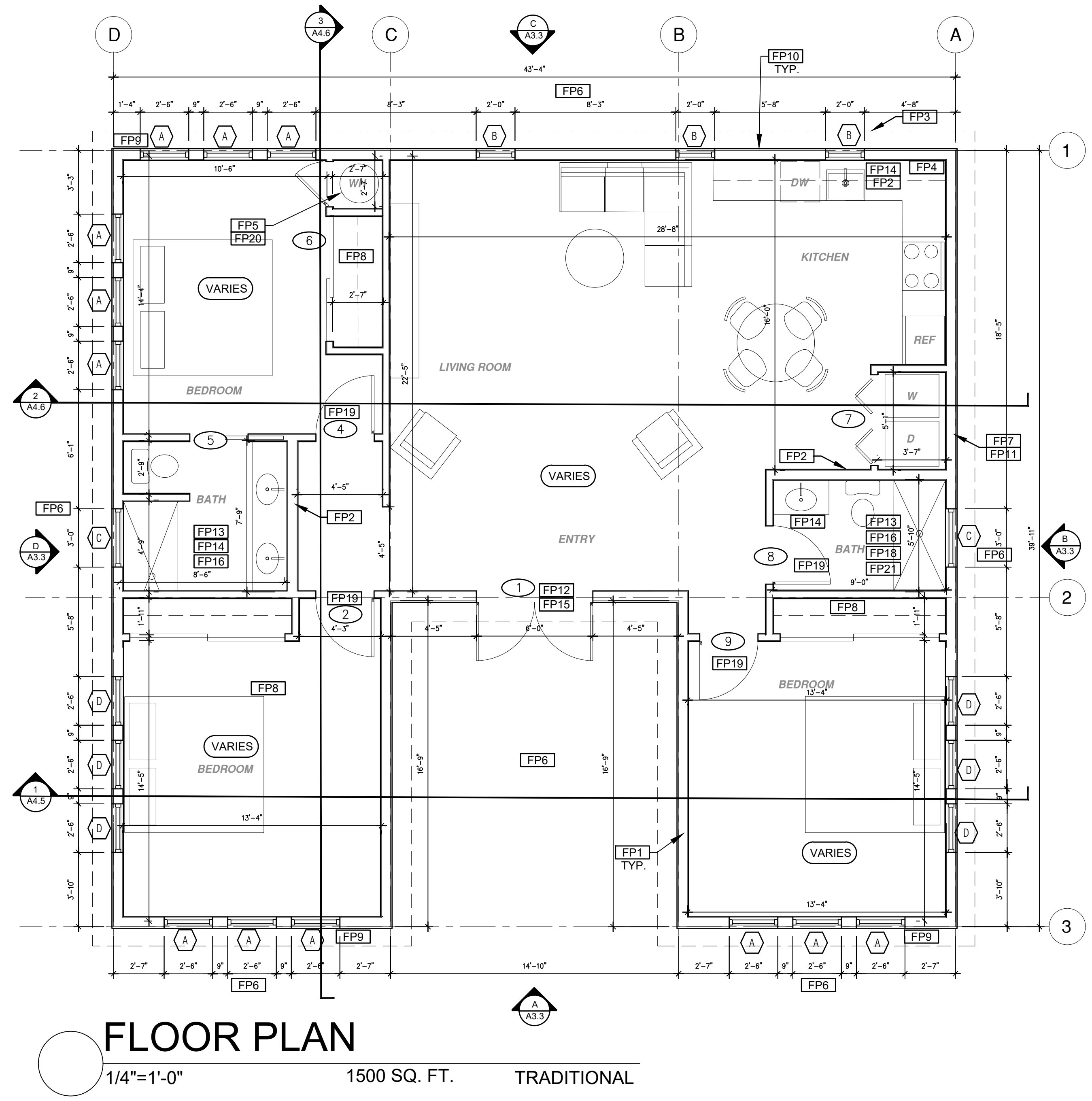
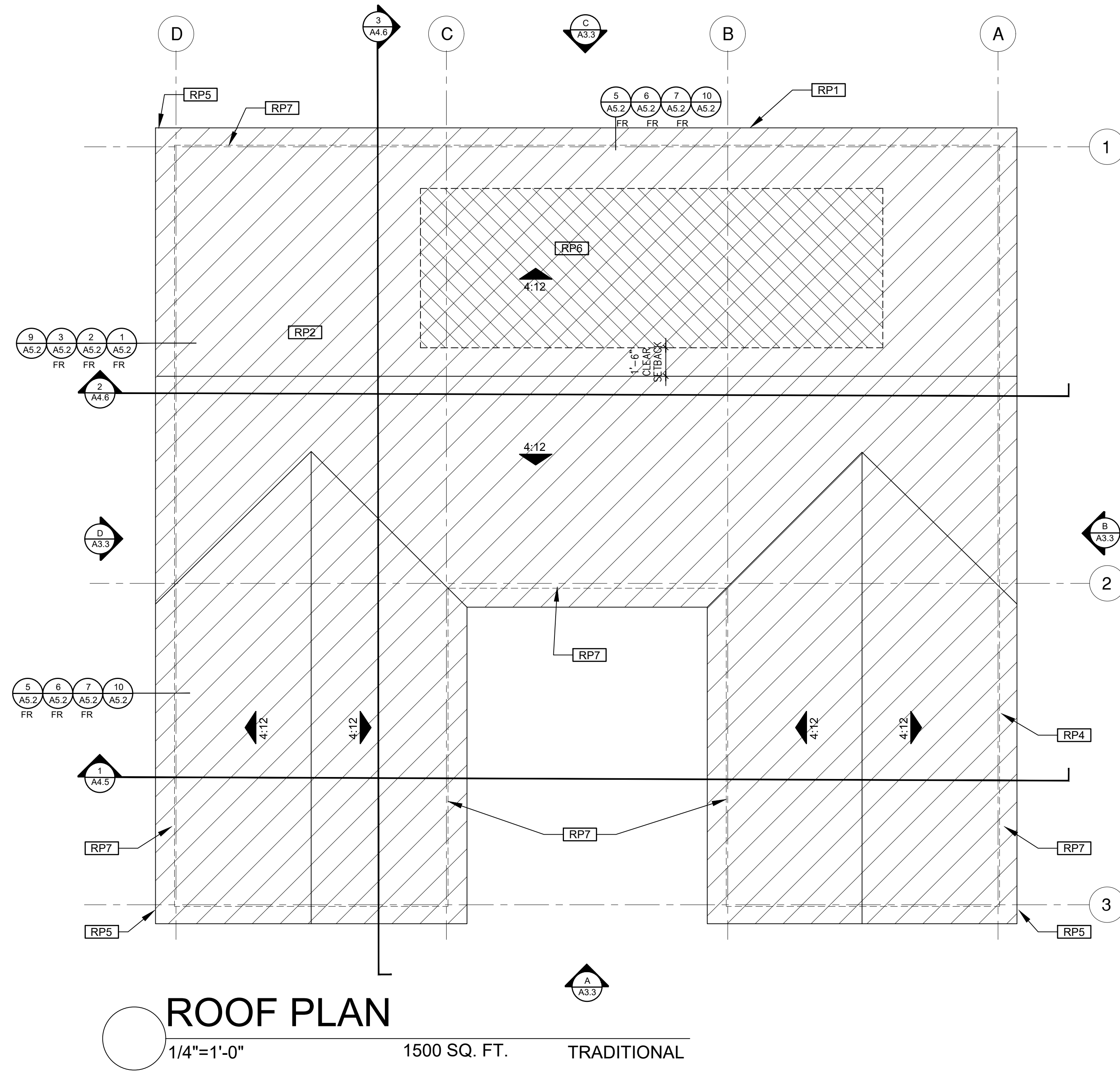
date ## Month 20##

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drawn by xxx/xxx

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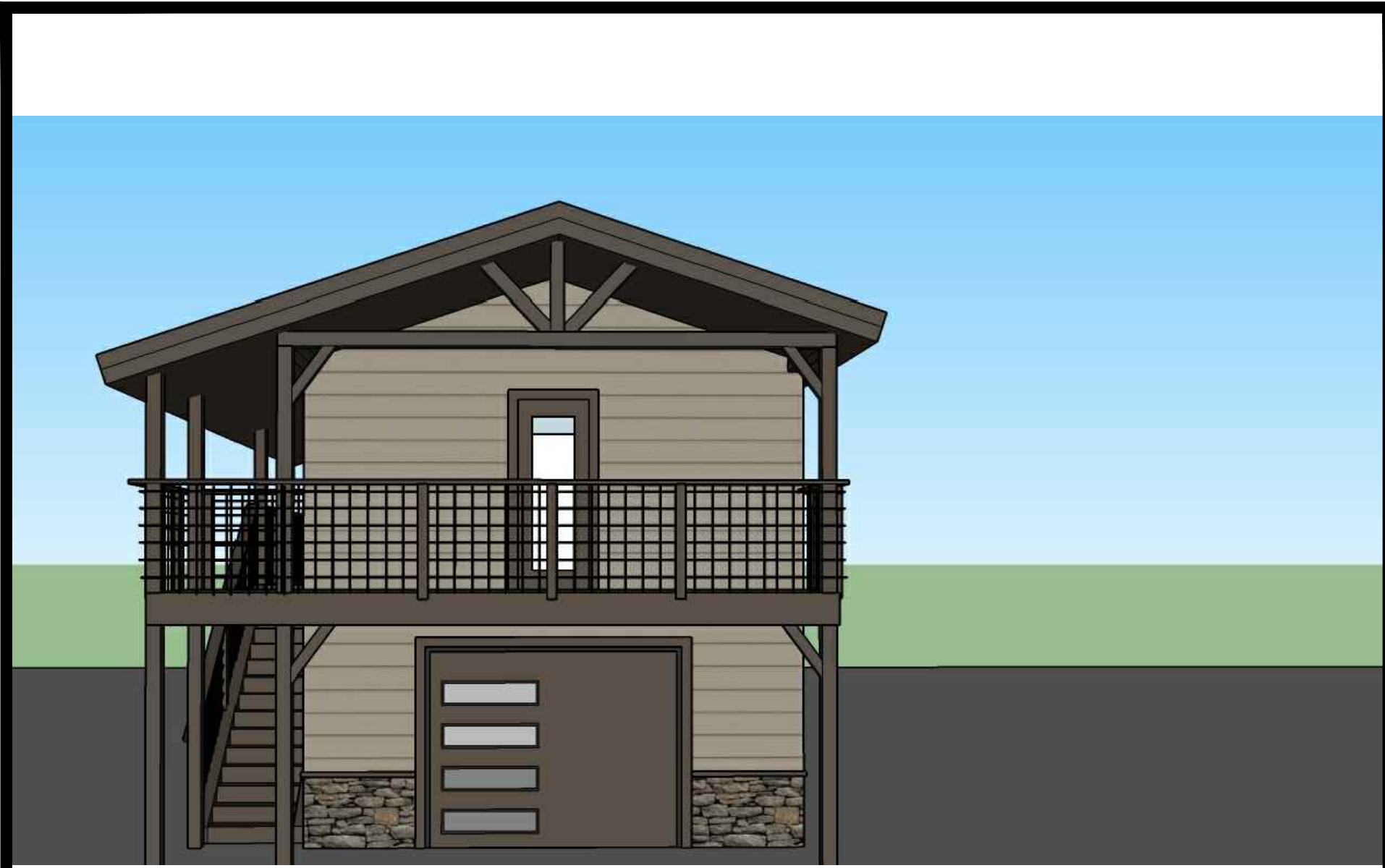
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project
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Pre-Approved
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revisions

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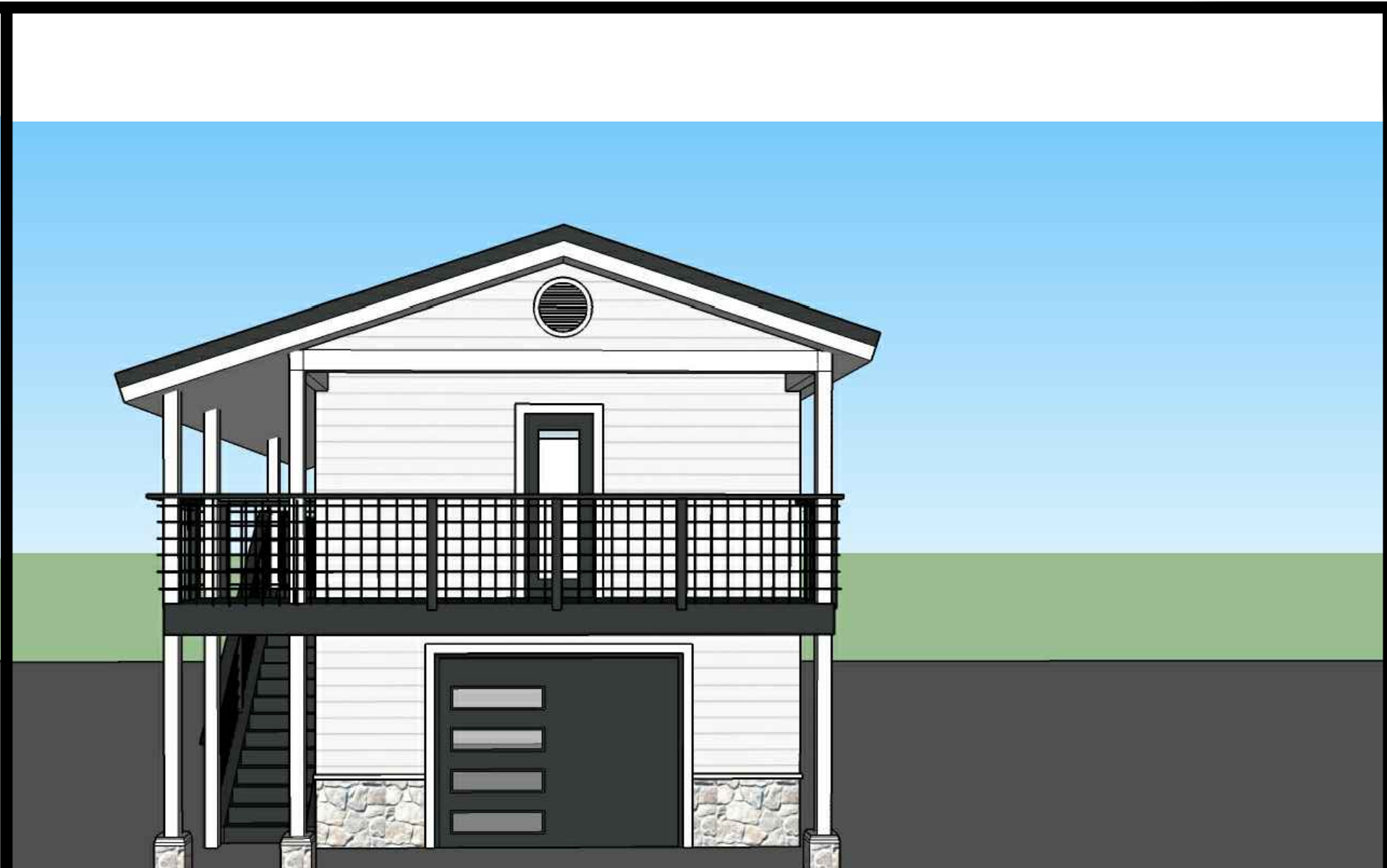
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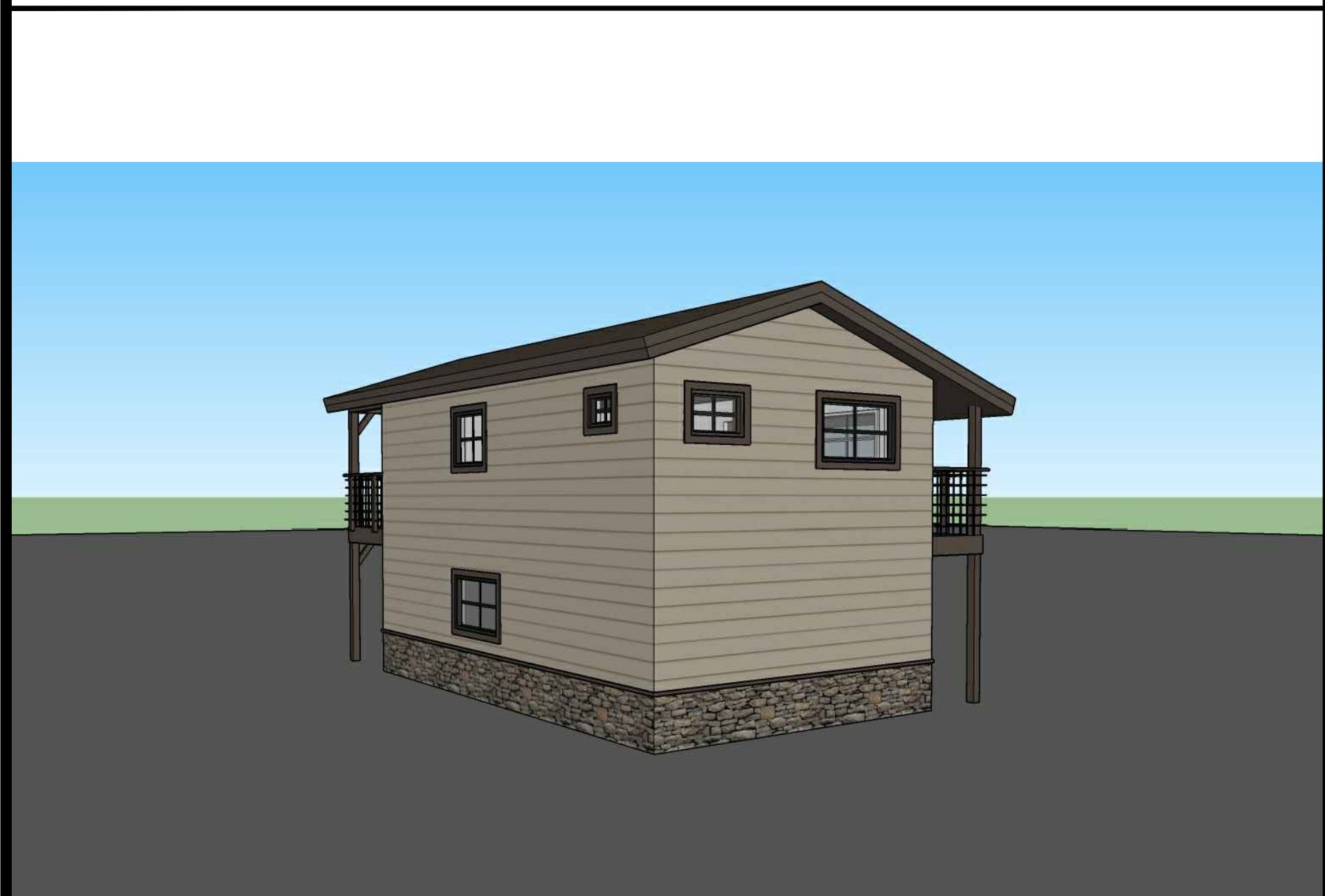
Single Car Garage - Ranch view #1



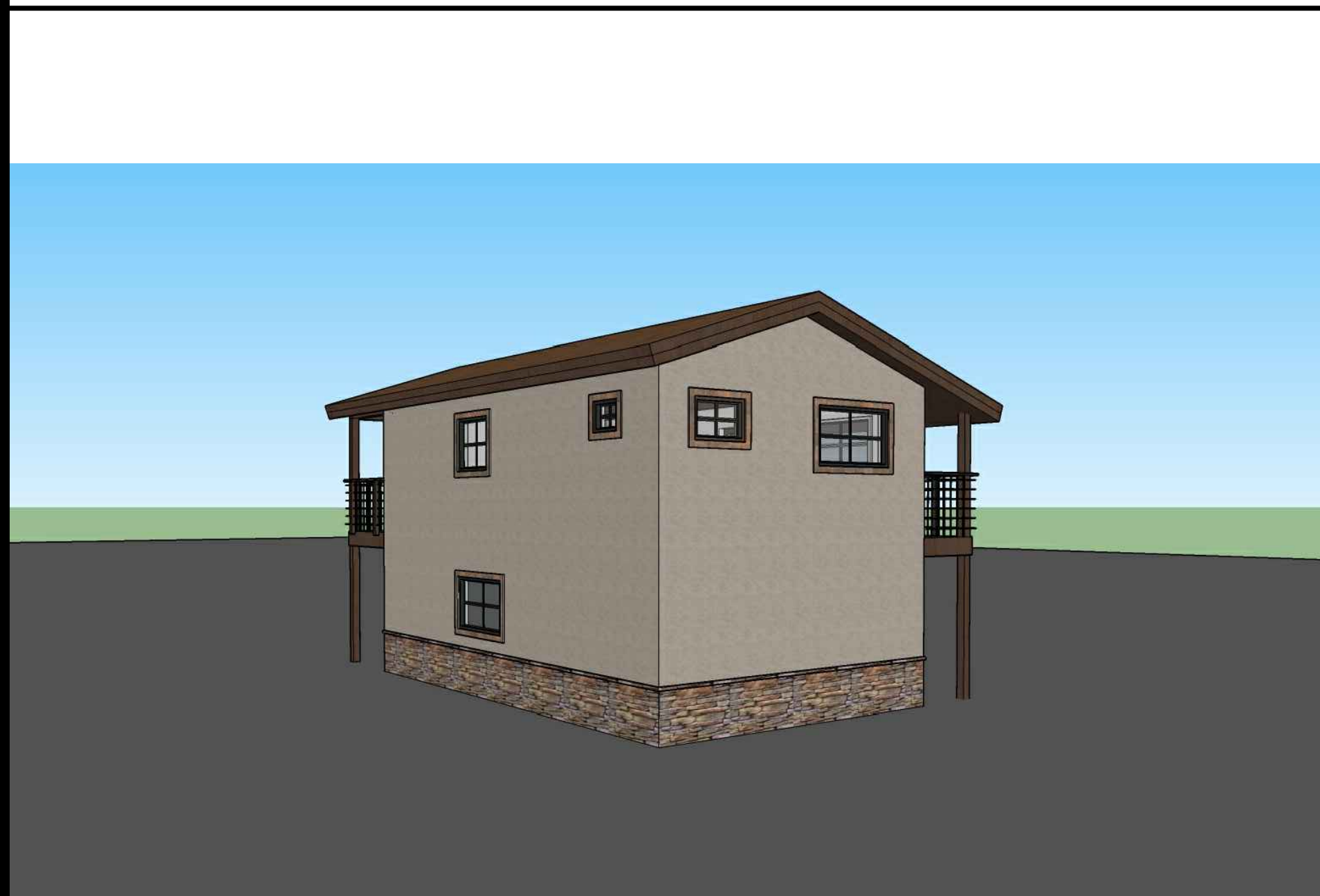
Single Car Garage - Spanish view #1



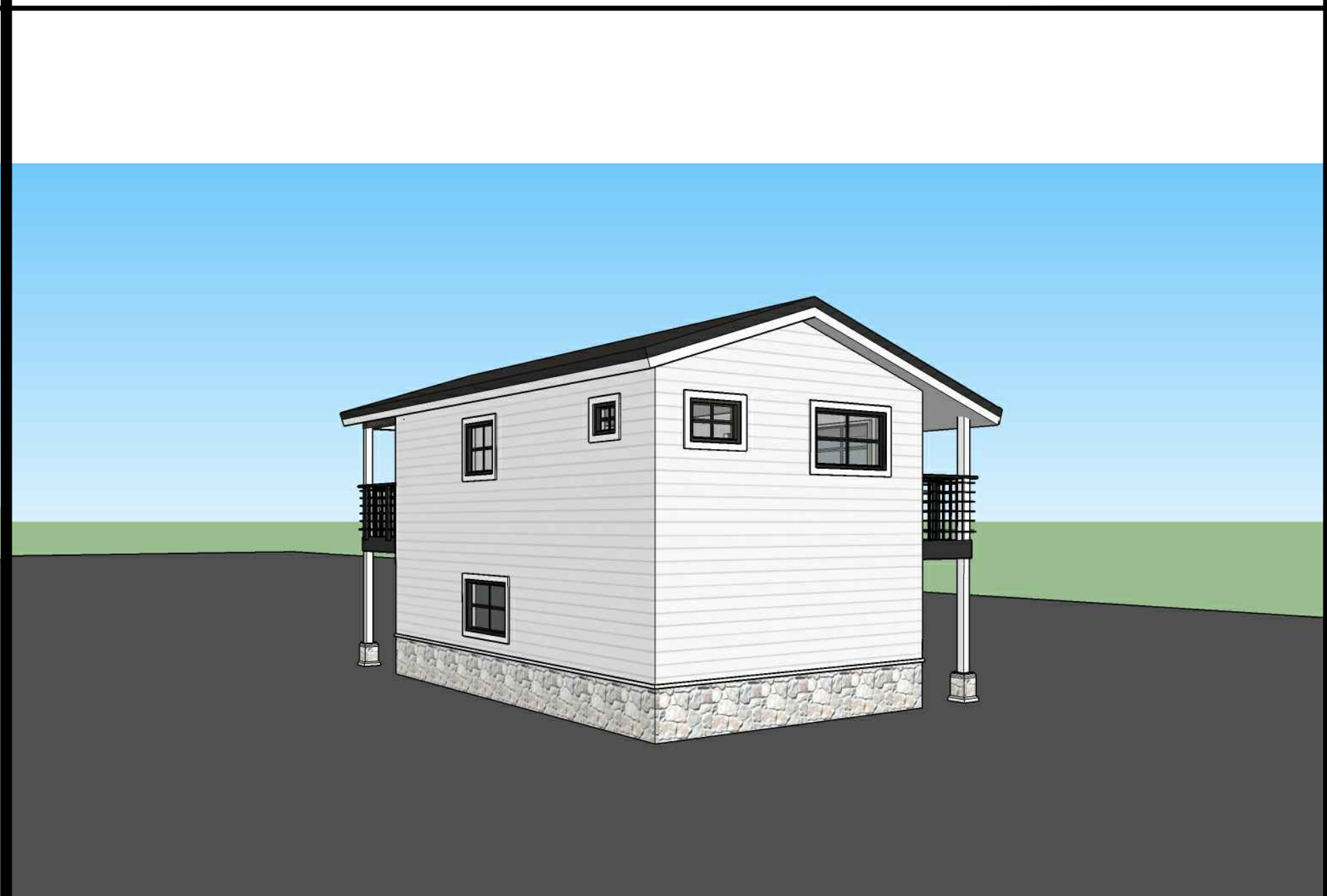
Single Car Garage - Traditional view #1



Single Car Garage - Ranch view #2



Single Car Garage - Spanish view #2



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Single Car Garage - Ranch view #3



Single Car Garage - Spanish view #3



Single Car Garage - Traditional view #3

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project
County of Inyo
Pre-Approved
ADU Program

revisions

- △
- △
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- △
- △

description

Exterior
Style
Options

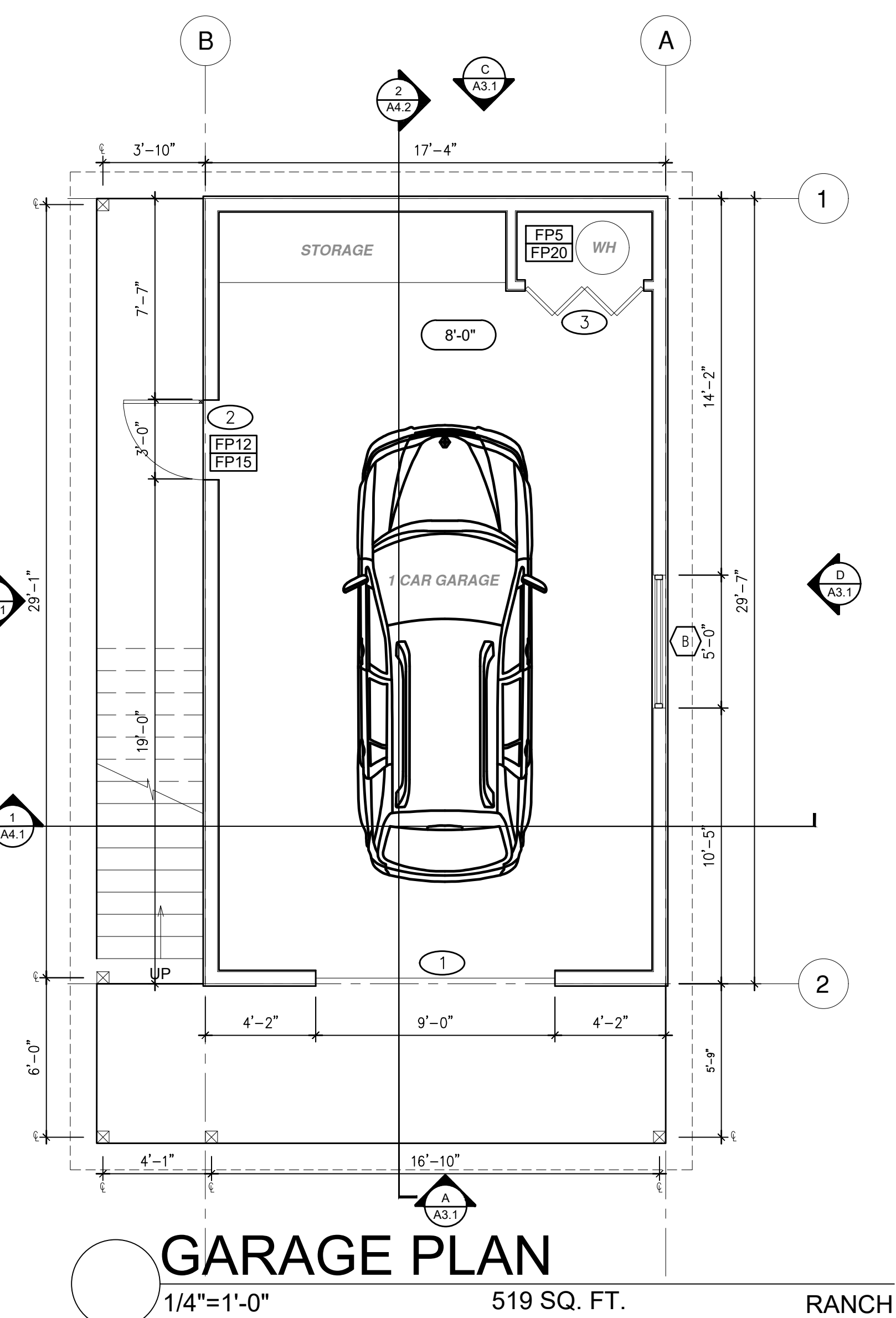
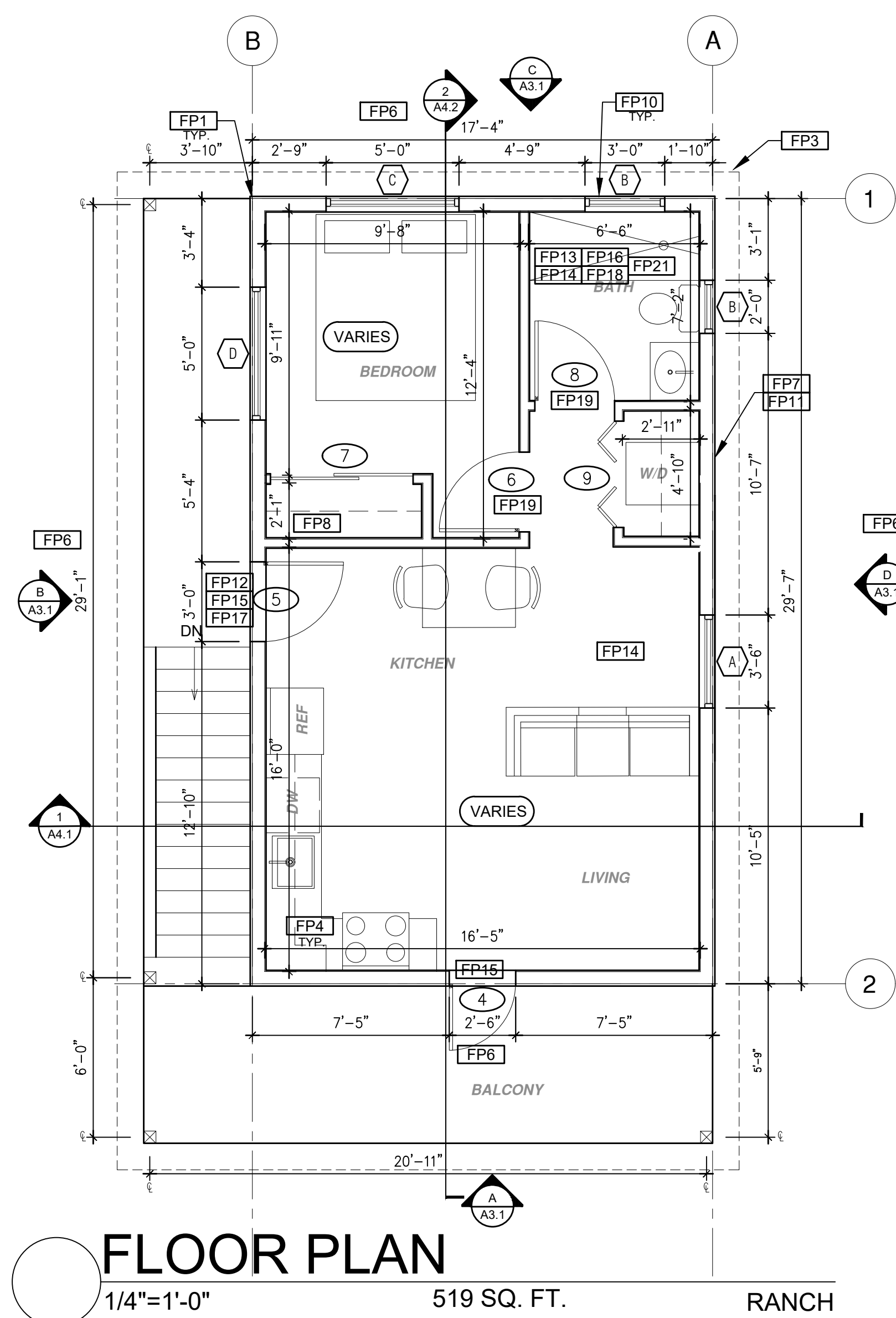
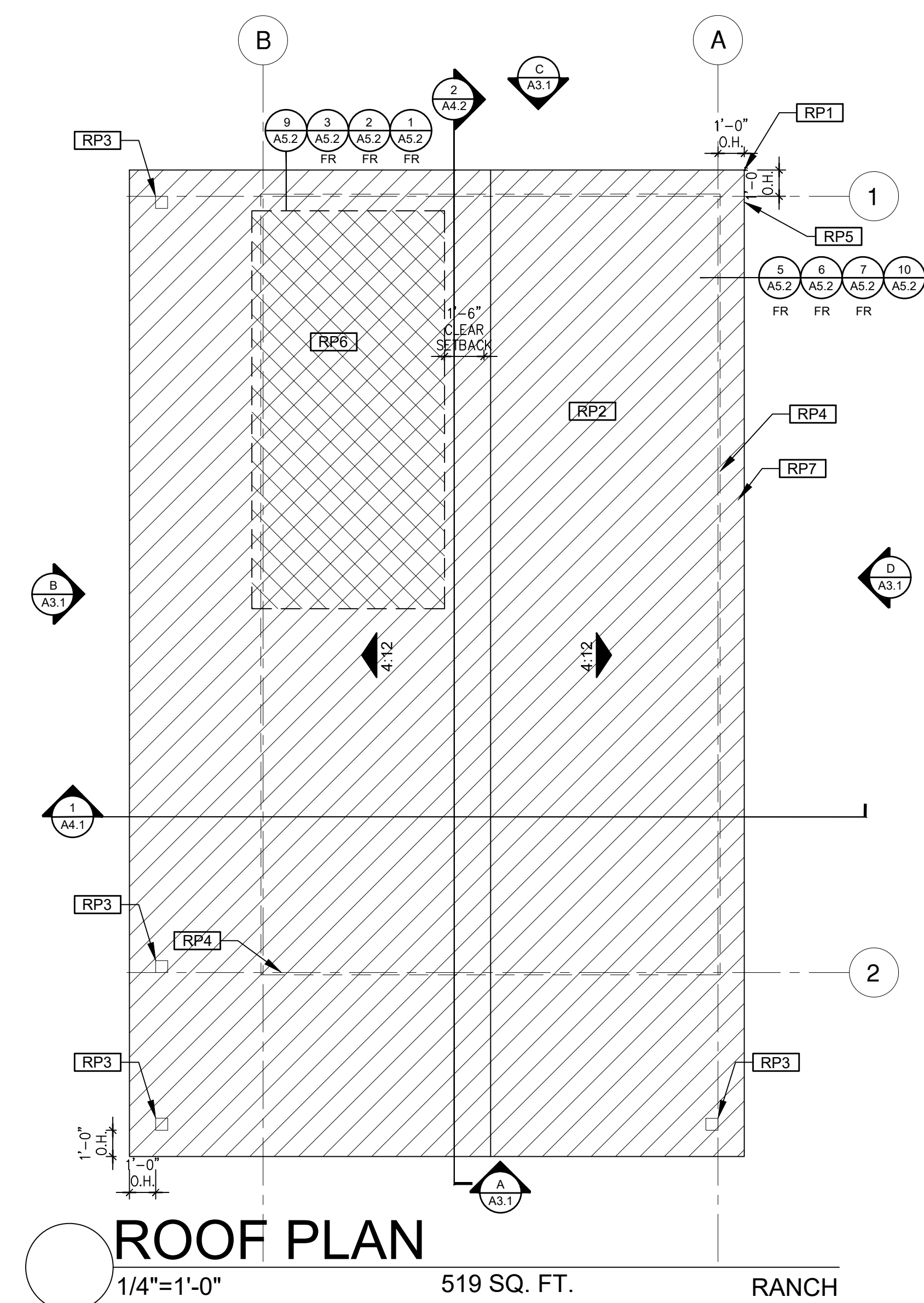
date ## Month 20##

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sheet no. **T1.2**

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project

County of Inyo
Pre-Approved
ADU Program

revisions



description
Ranch
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##

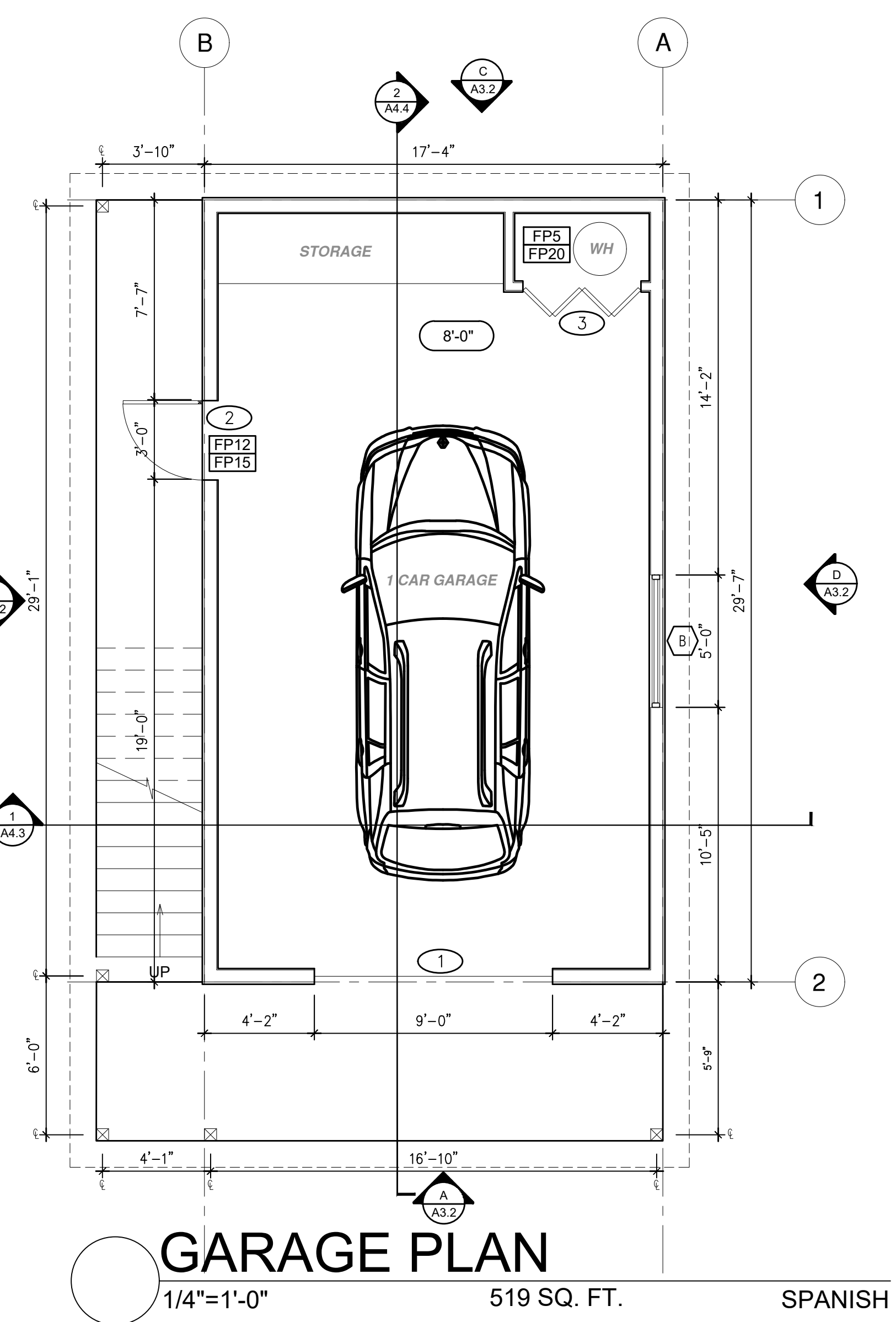
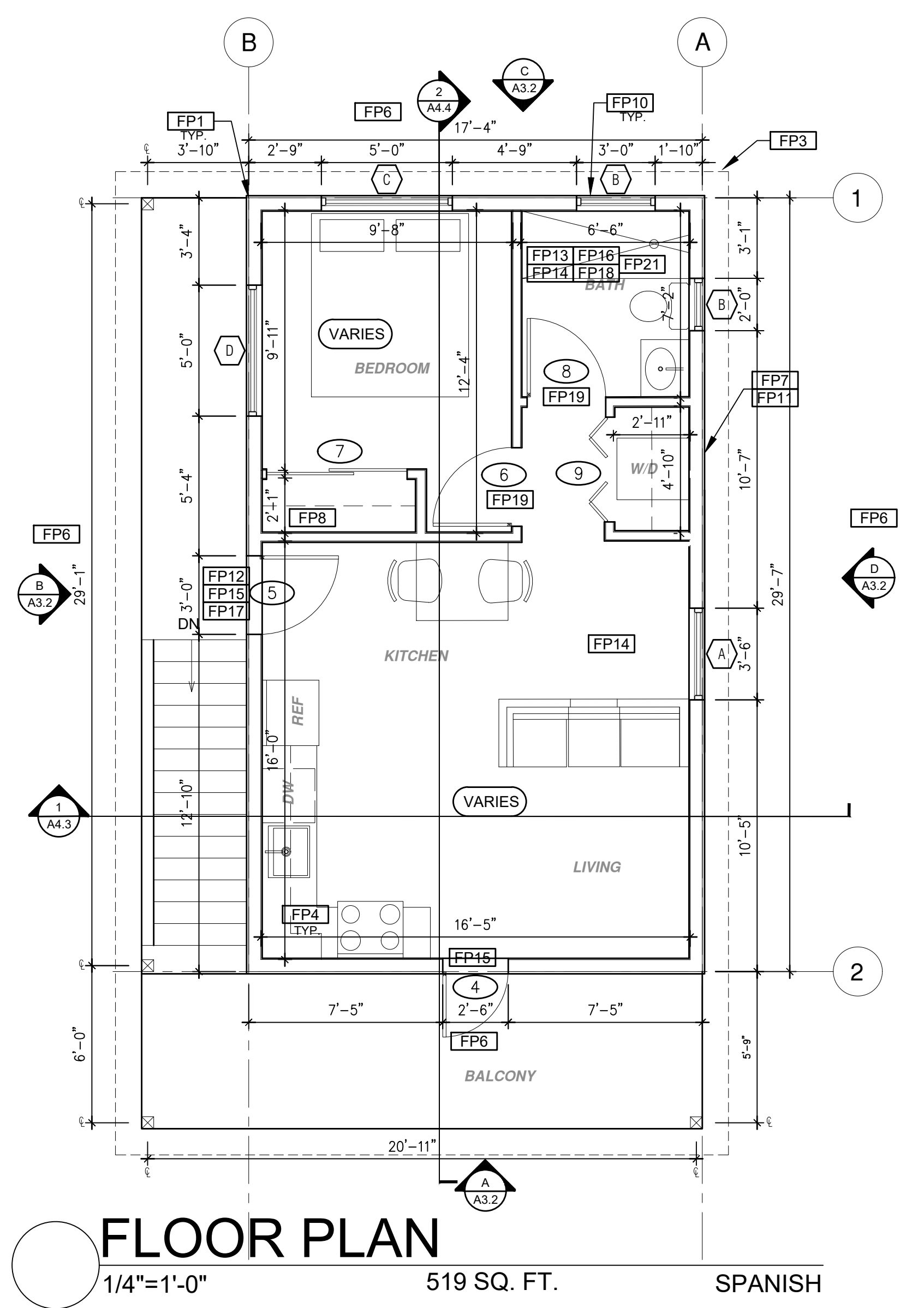
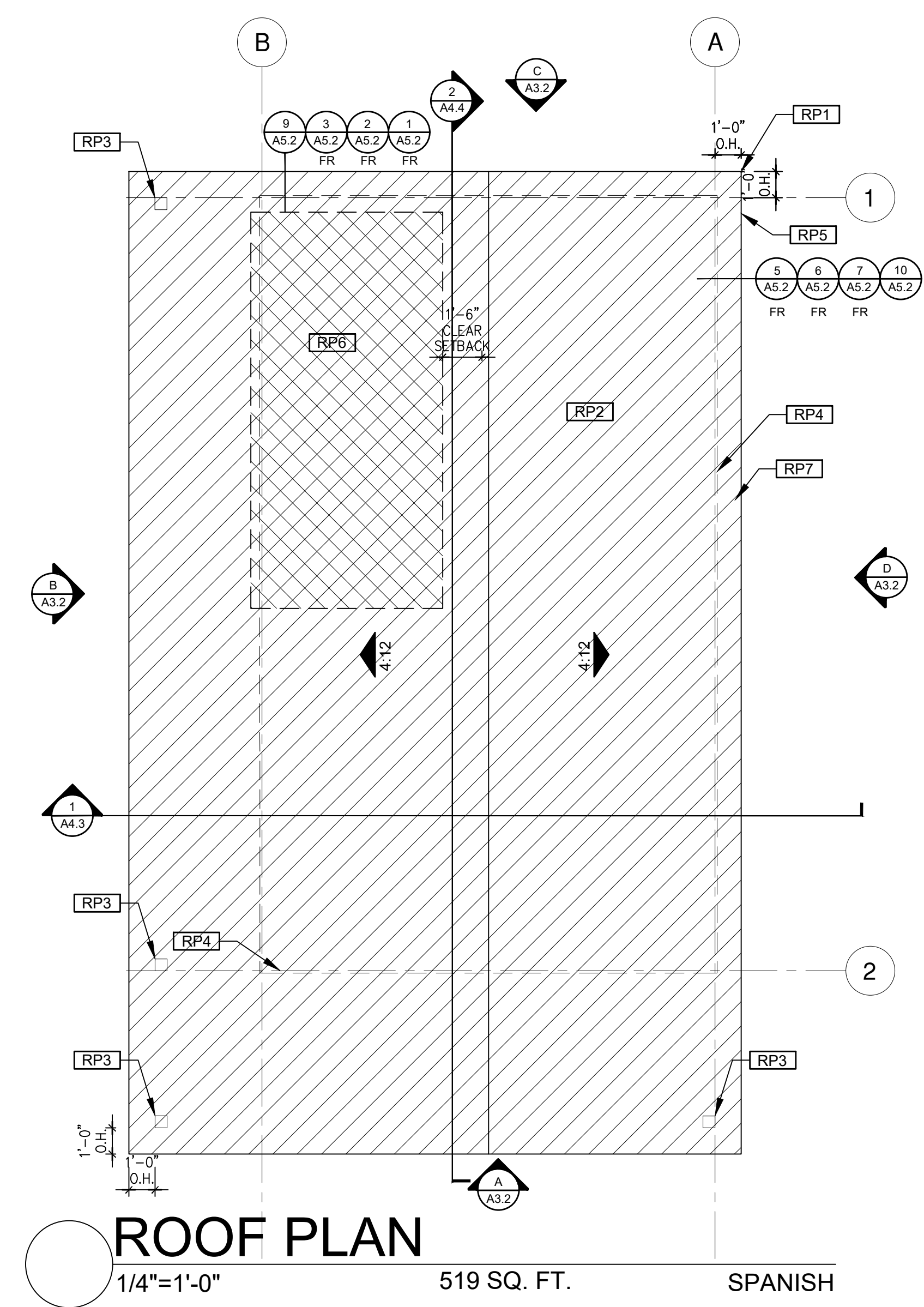
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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. 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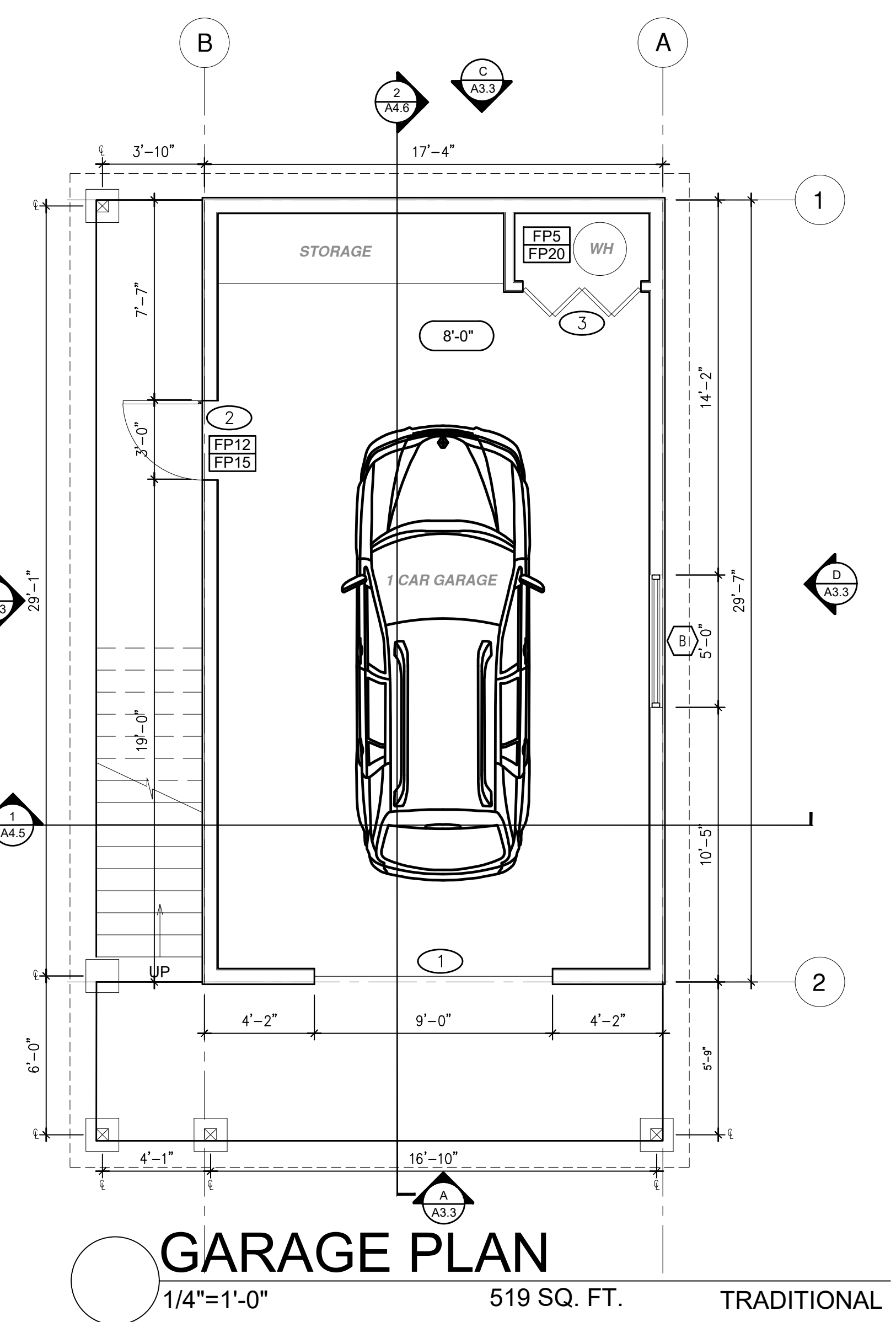
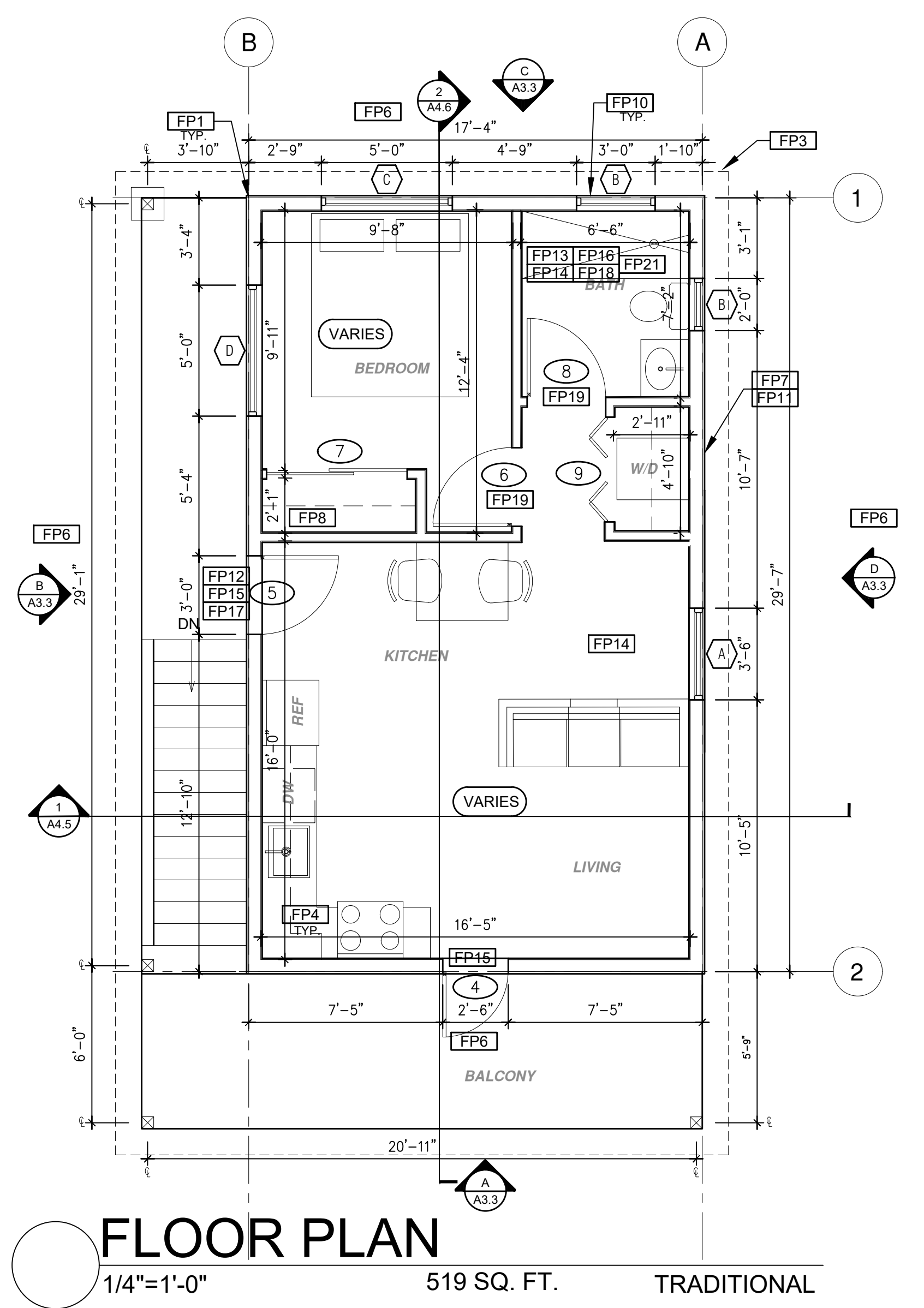
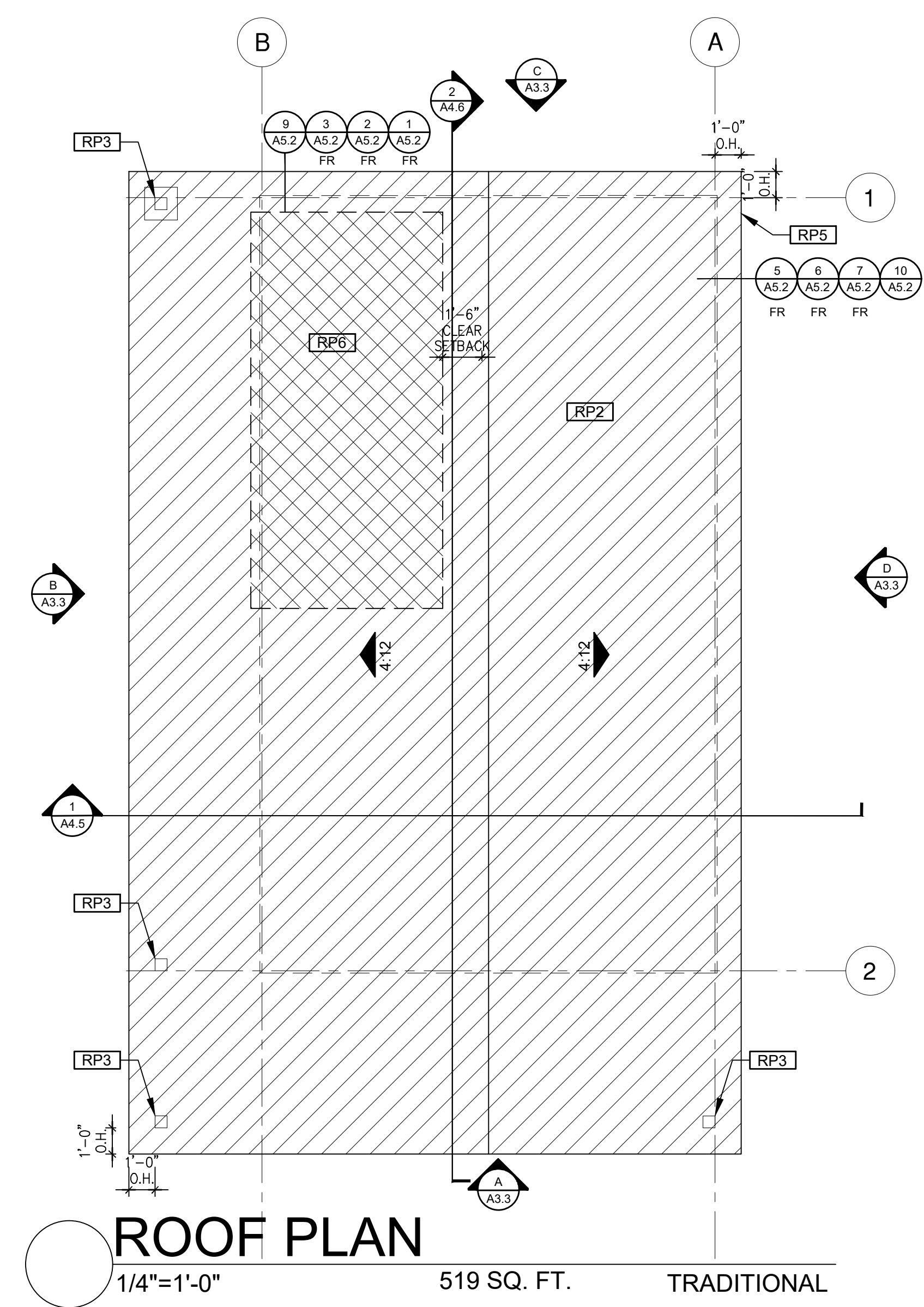
project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
Spanish
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.2

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
Traditional
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no.

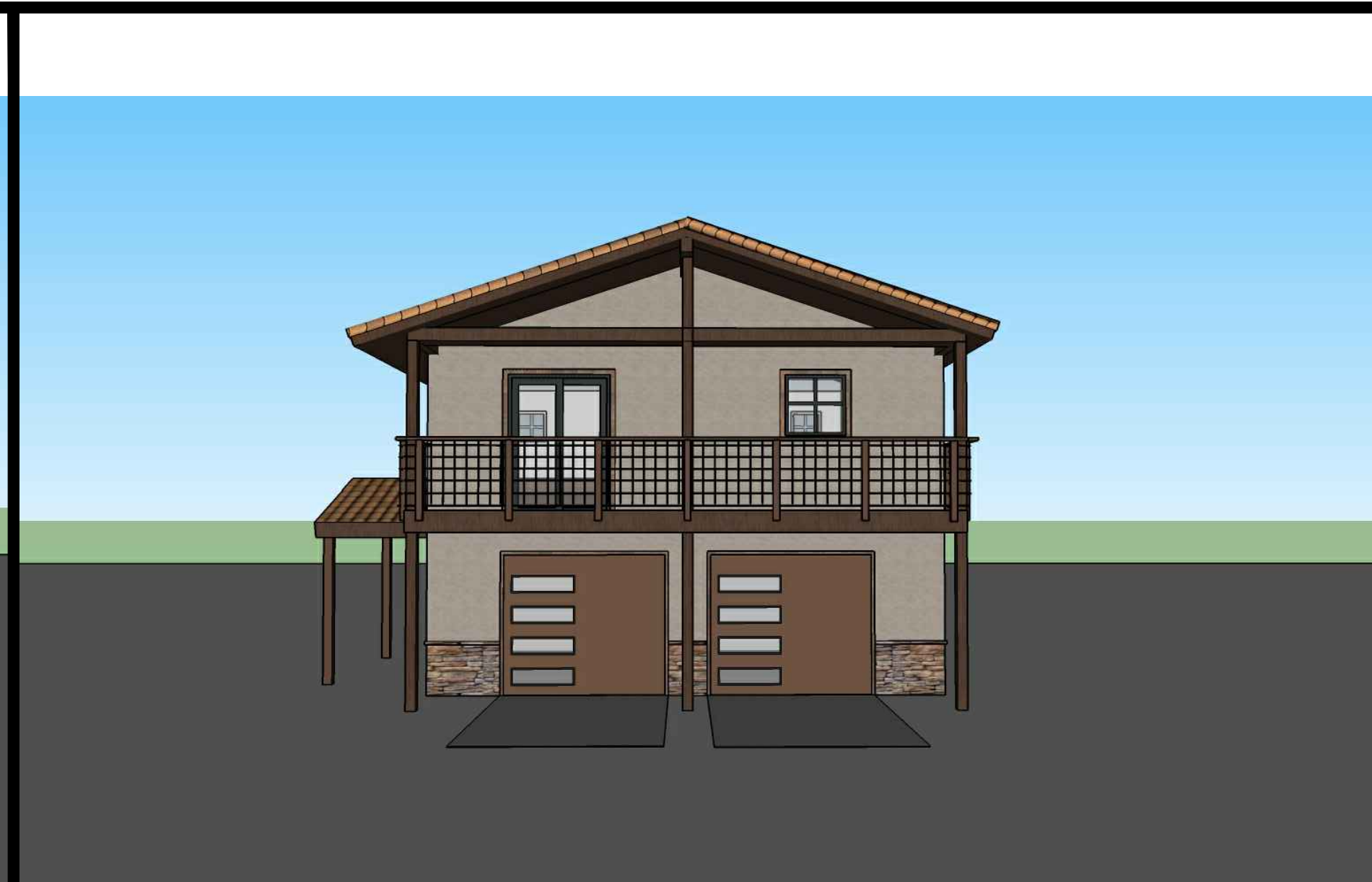
A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZE PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 36 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. 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IN.</p>	<p>SECTION CUT [Symbol] KEYNOTE [Symbol]</p> <p>ELEVATION CALLOUT [Symbol] DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE [Symbol]</p> <p>DETAIL DRAWING REF. [Symbol] WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE [Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol] CEILING HEIGHTS [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol] VAULTED CEILING [Symbol]</p> <p>ROOFING [Symbol] ROOF SLOPE [Symbol]</p>

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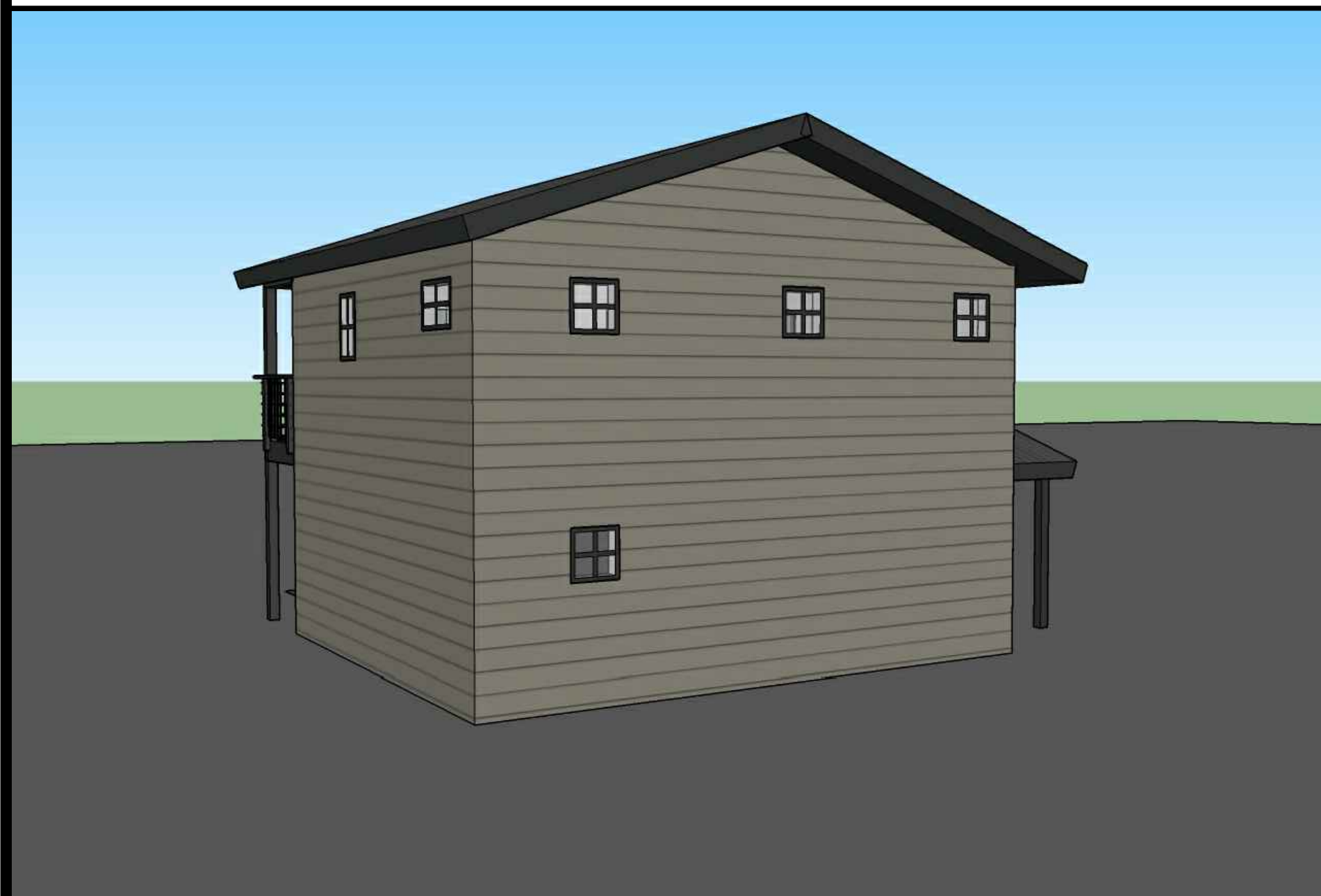
Two Car Garage - Ranch view #1



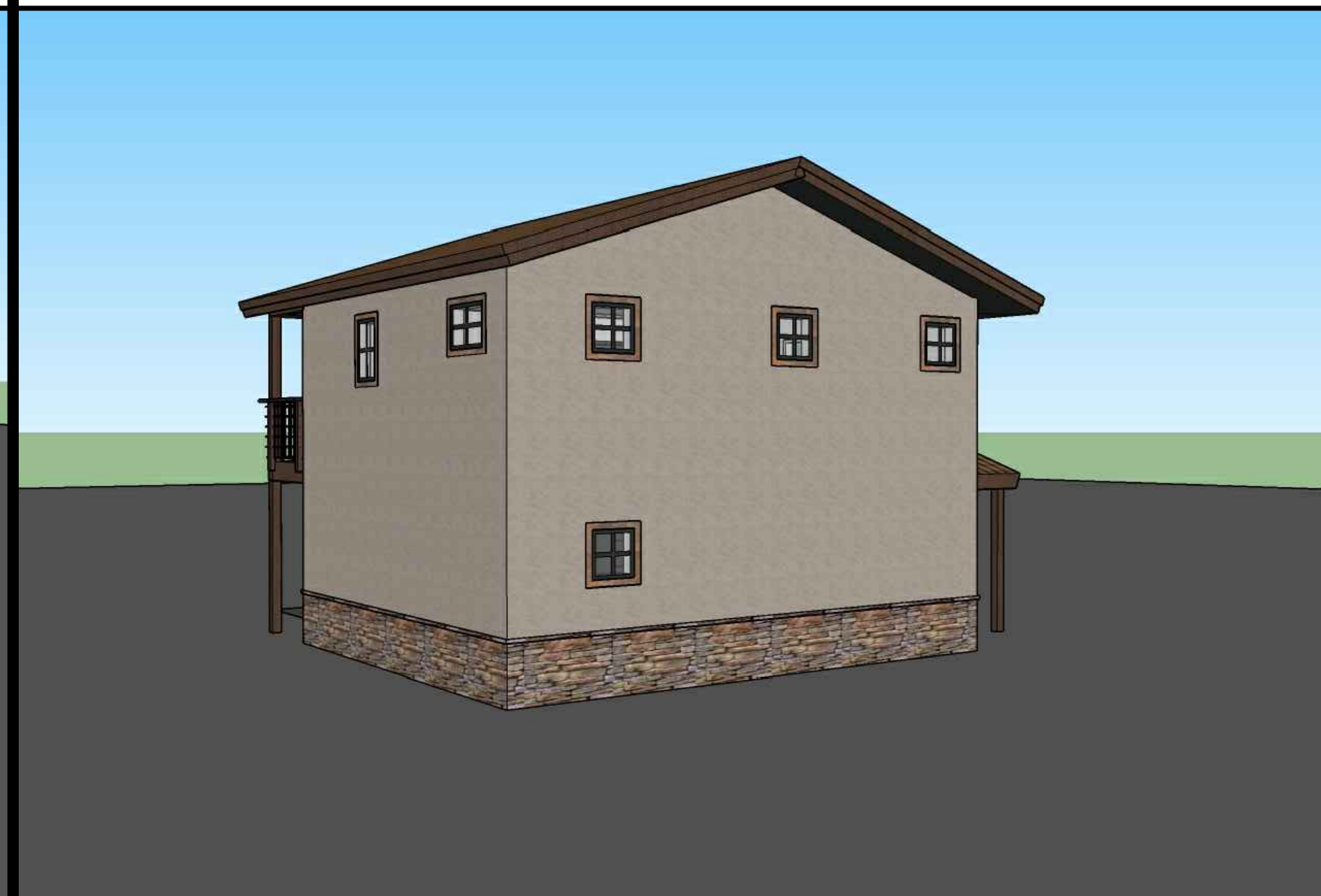
Two Car Garage - Spanish view #1



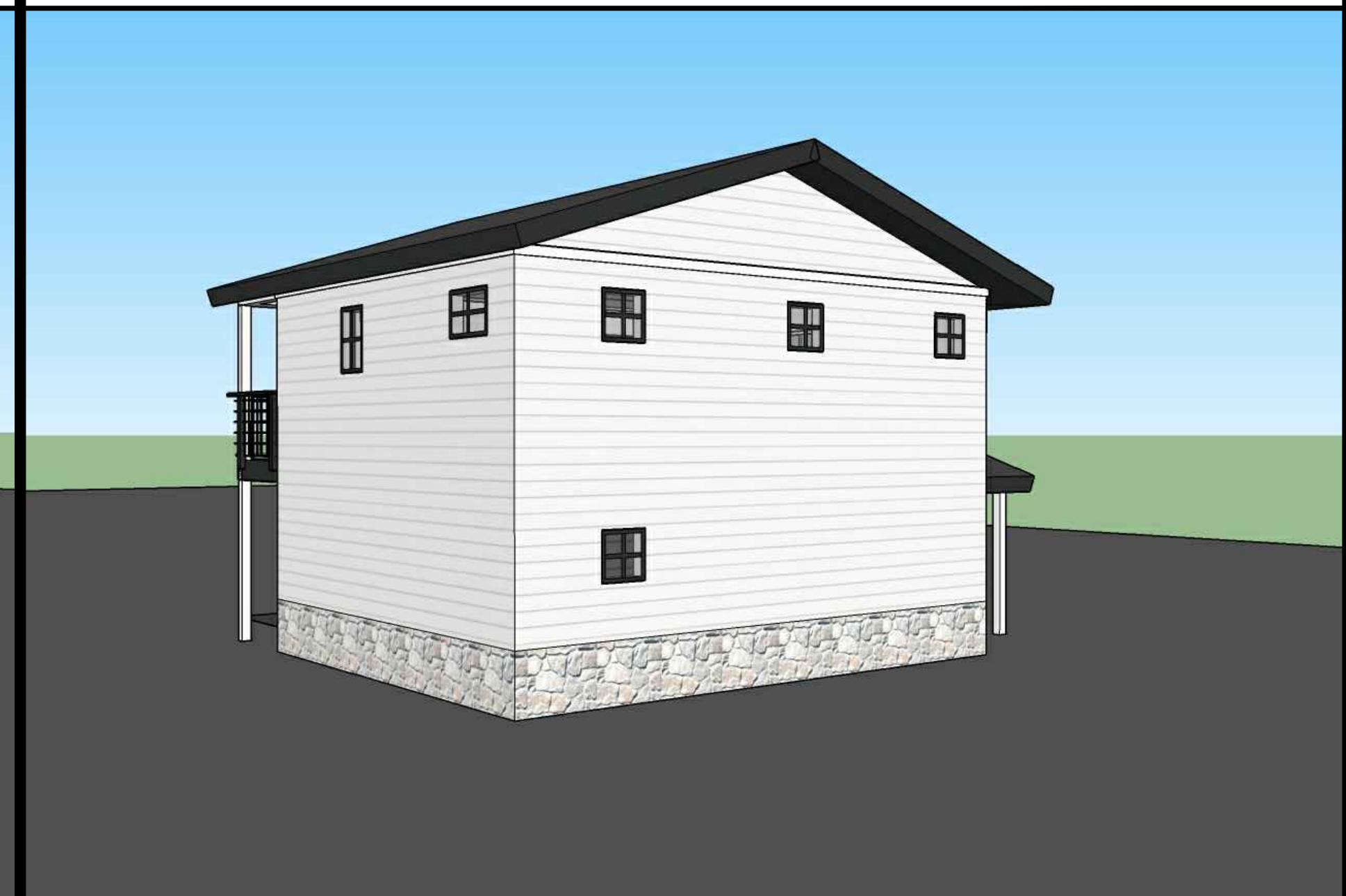
Two Car Garage - Traditional view #1



Two Car Garage - Ranch view #2



Two Car Garage - Spanish view #2



Two Car Garage - Traditional view #2



Two Car Garage - Ranch view #3



Two Car Garage - Spanish view #3



Two Car Garage - Traditional view #3

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revisions

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description

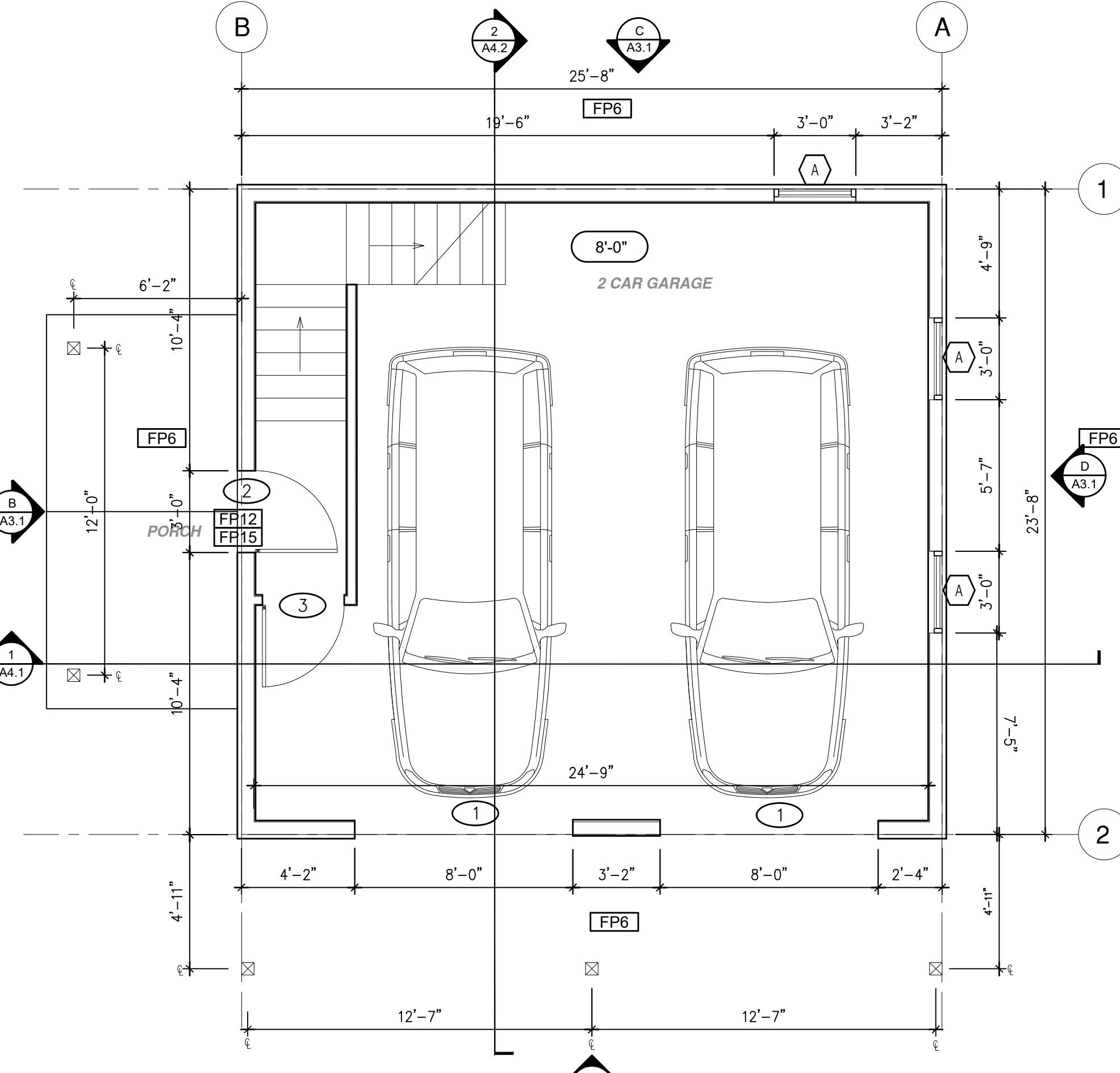
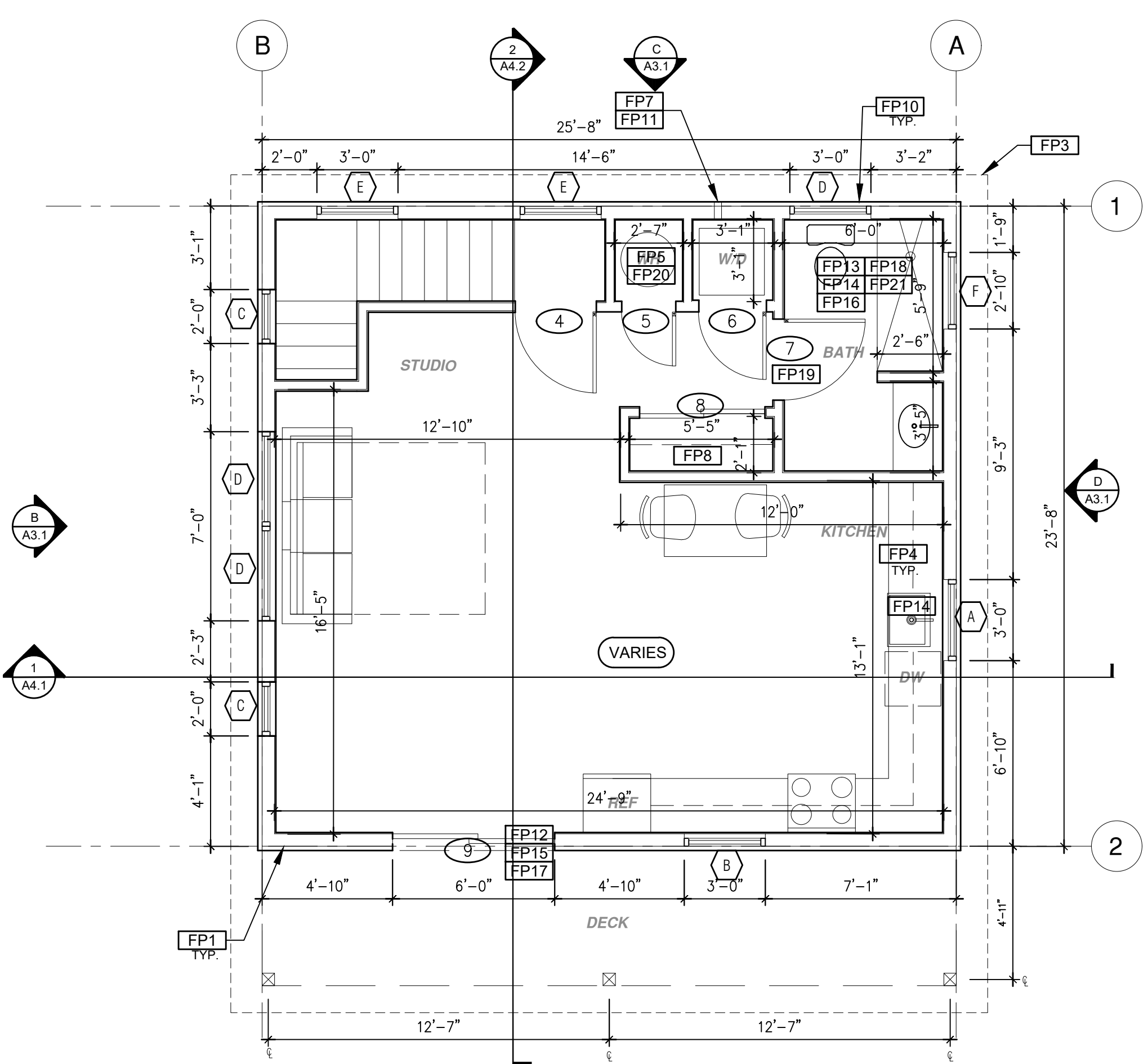
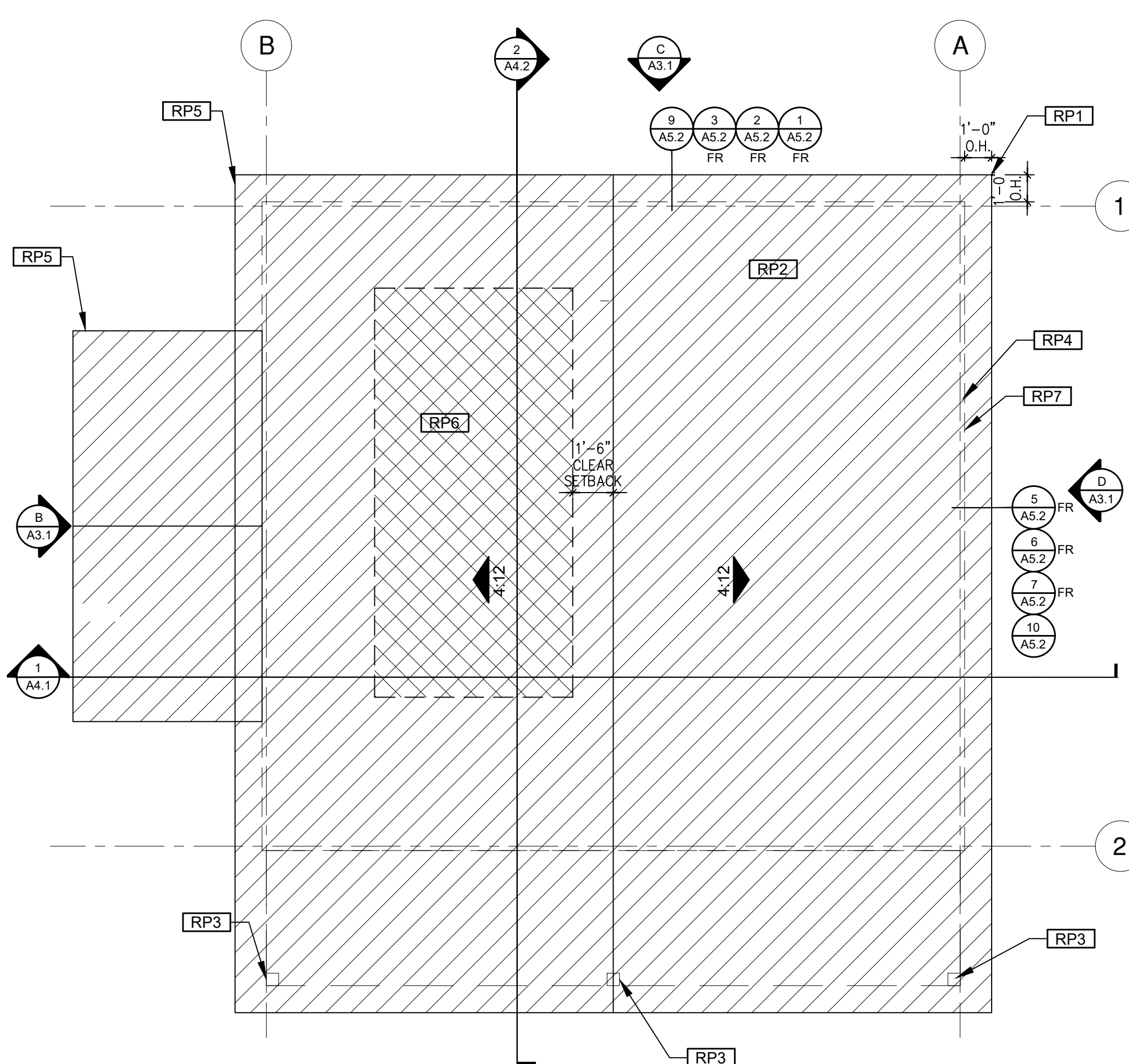
Exterior
 Style
 Options

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no. **T1.2**



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ROOF PLAN
1/4"=1'-0" 624 SQ. FT. RANCH

FLOOR PLAN
1/4"=1'-0" 624 SQ. FT. RANCH

GARAGE PLAN
1/4"=1'-0" 624 SQ. FT. RANCH

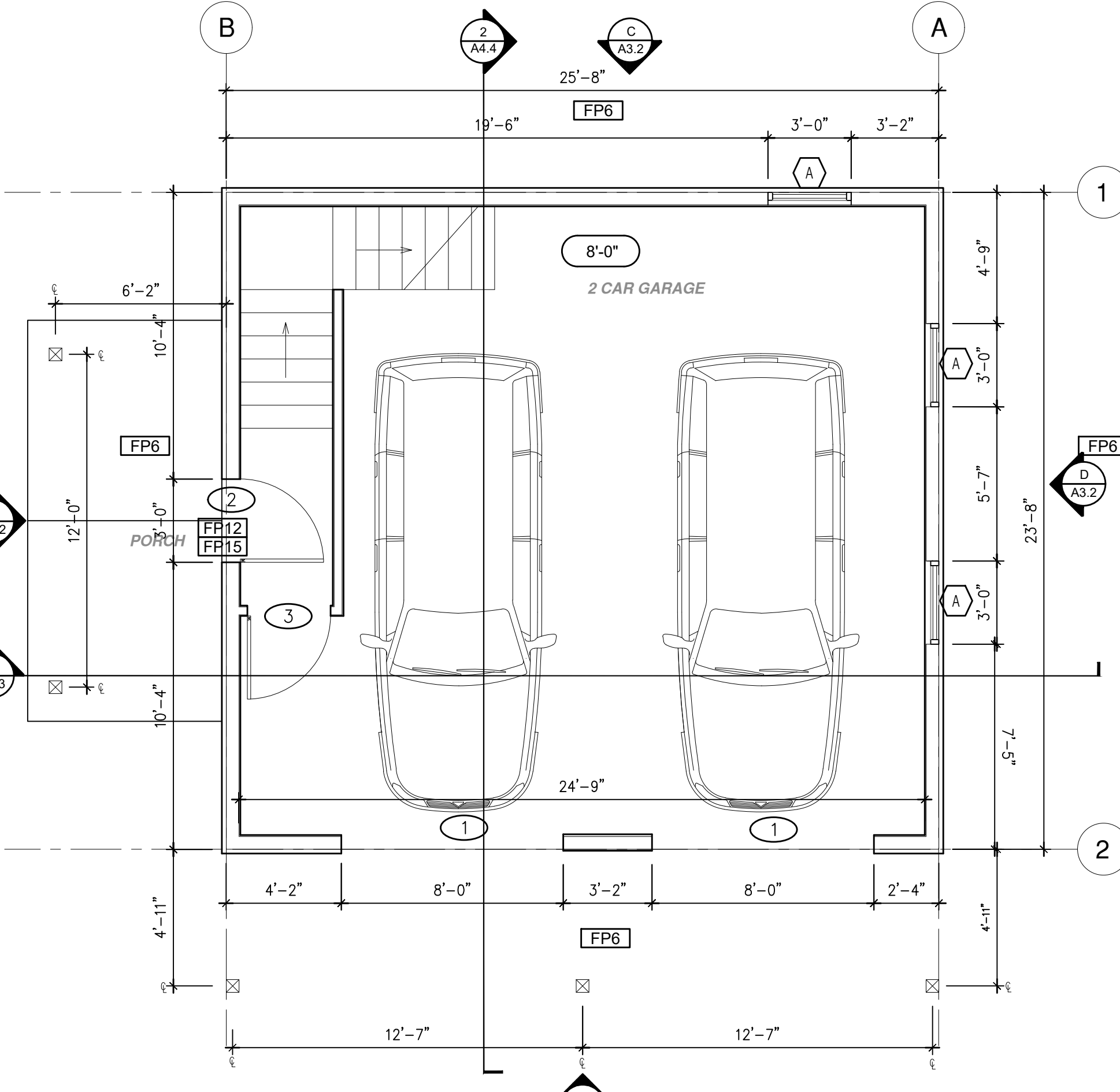
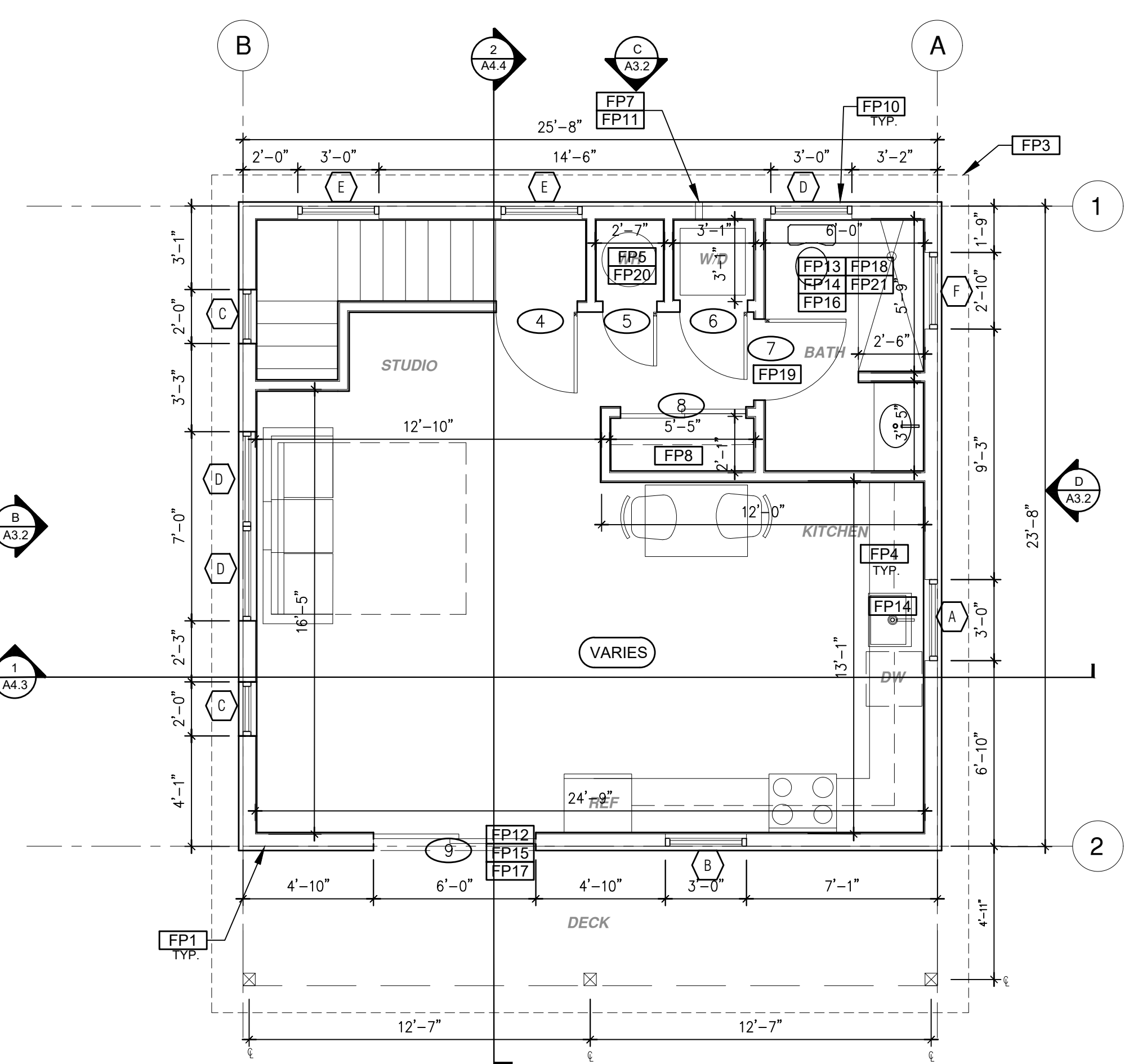
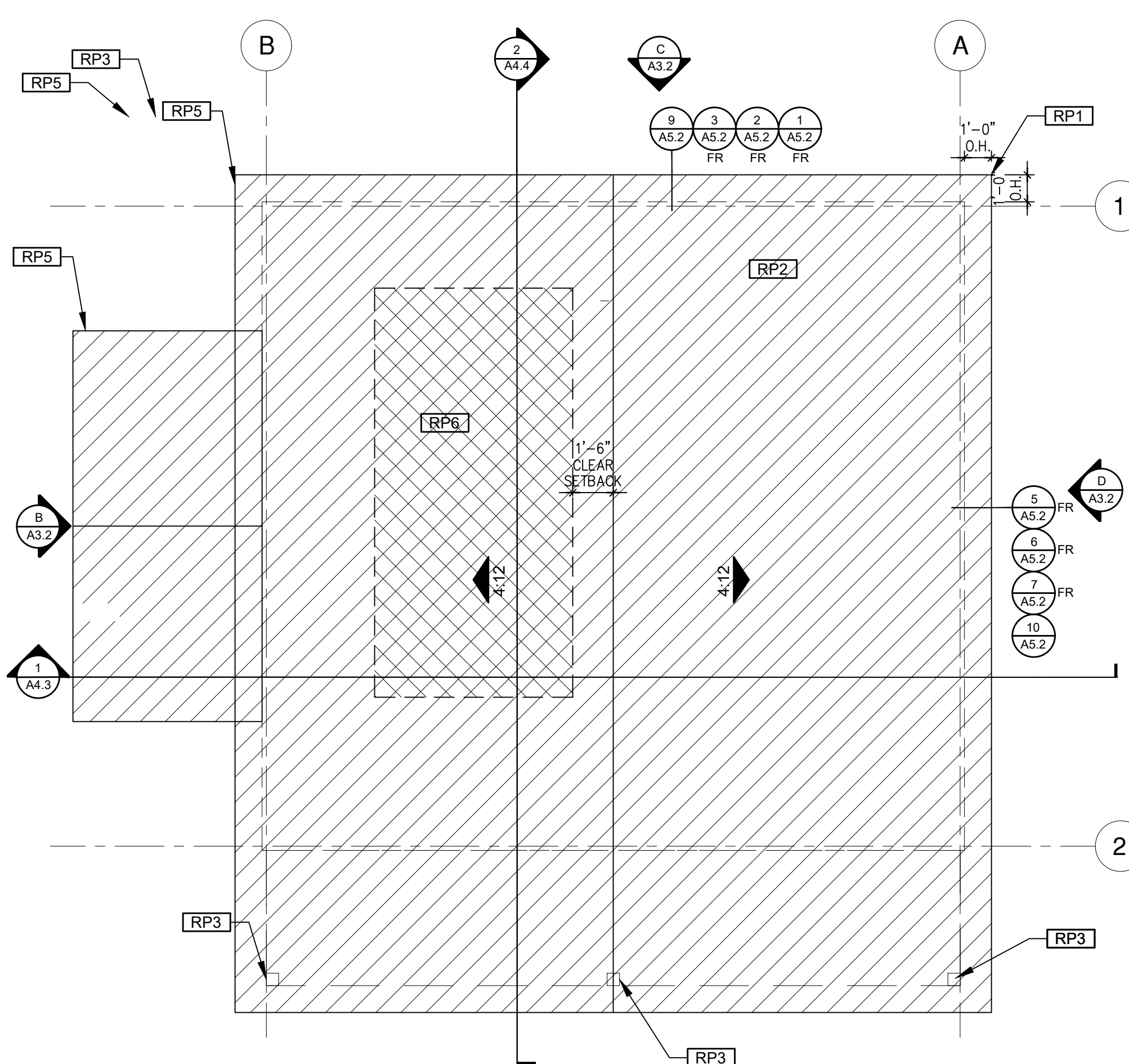
project
County of Inyo
Pre-Approved
ADU Program

revisions
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 description
Ranch
**Roof Plan/
 Floor Plan**

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.1

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. 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REFER TO SOLAR NOTES ON SHEET G0.2</p> <p>ROOFING</p> <p>KEYNOTE</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE</p> <p>CEILING HEIGHTS</p> <p>VAULTED CEILING</p> <p>ROOF SLOPE</p>



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1/4"=1'-0" 624 SQ. FT. SPANISH

FLOOR PLAN
1/4"=1'-0" 624 SQ. FT. SPANISH

GARAGE PLAN
1/4"=1'-0" 624 SQ. FT. SPANISH

project
County of Inyo
Pre-Approved
ADU Program

revisions
△
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△
△

description
Spanish
Roof Plan/
Floor Plan

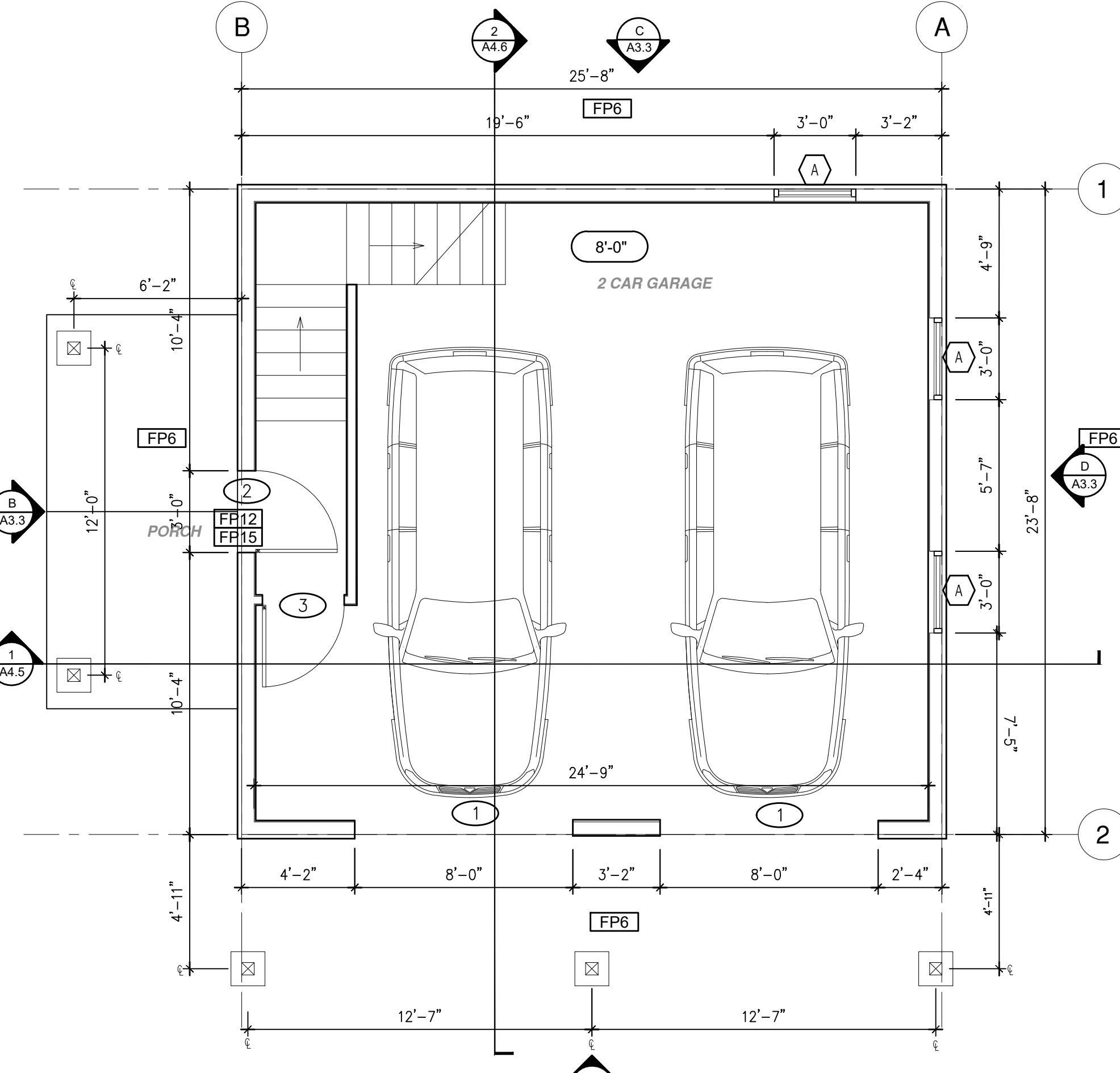
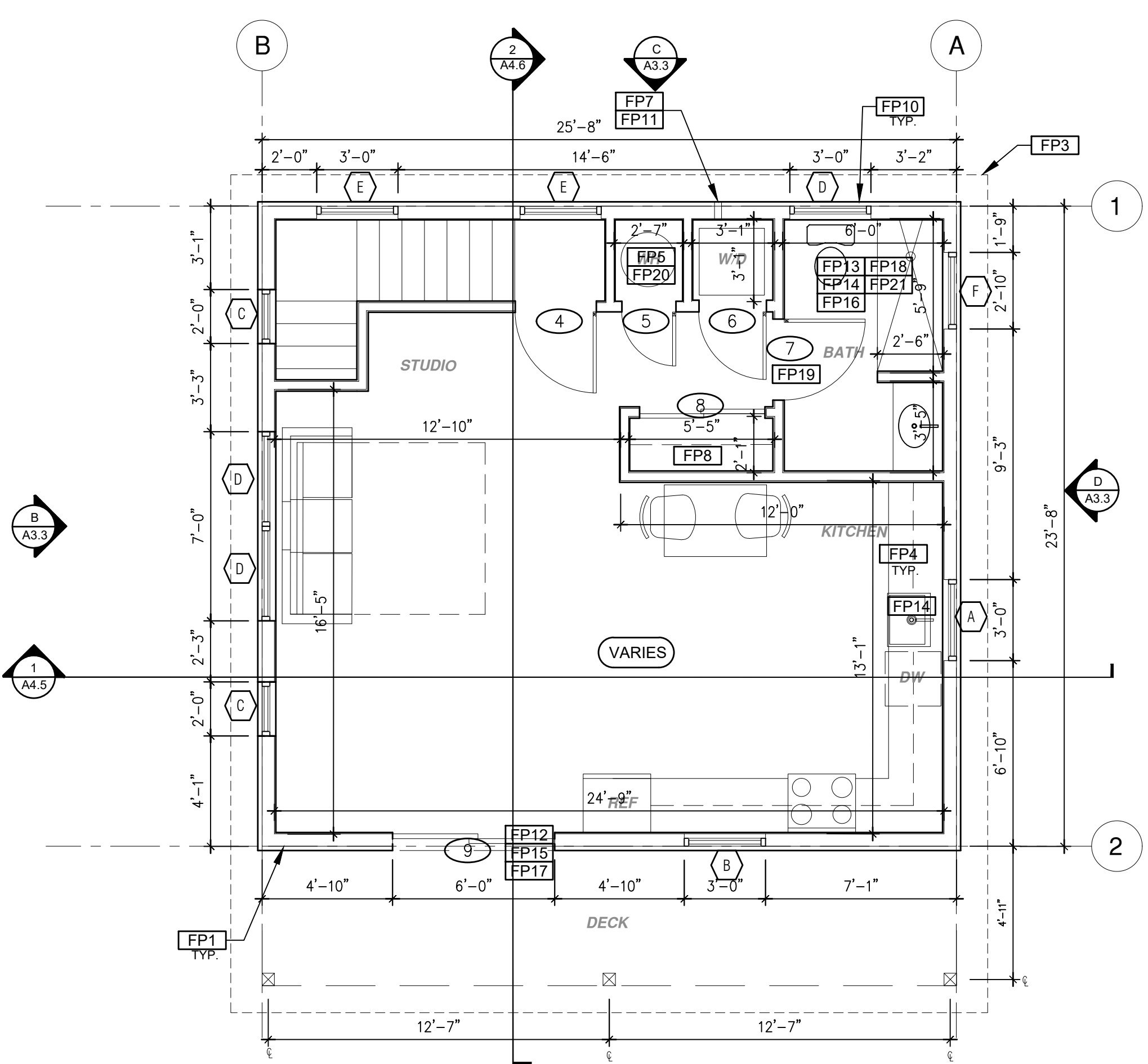
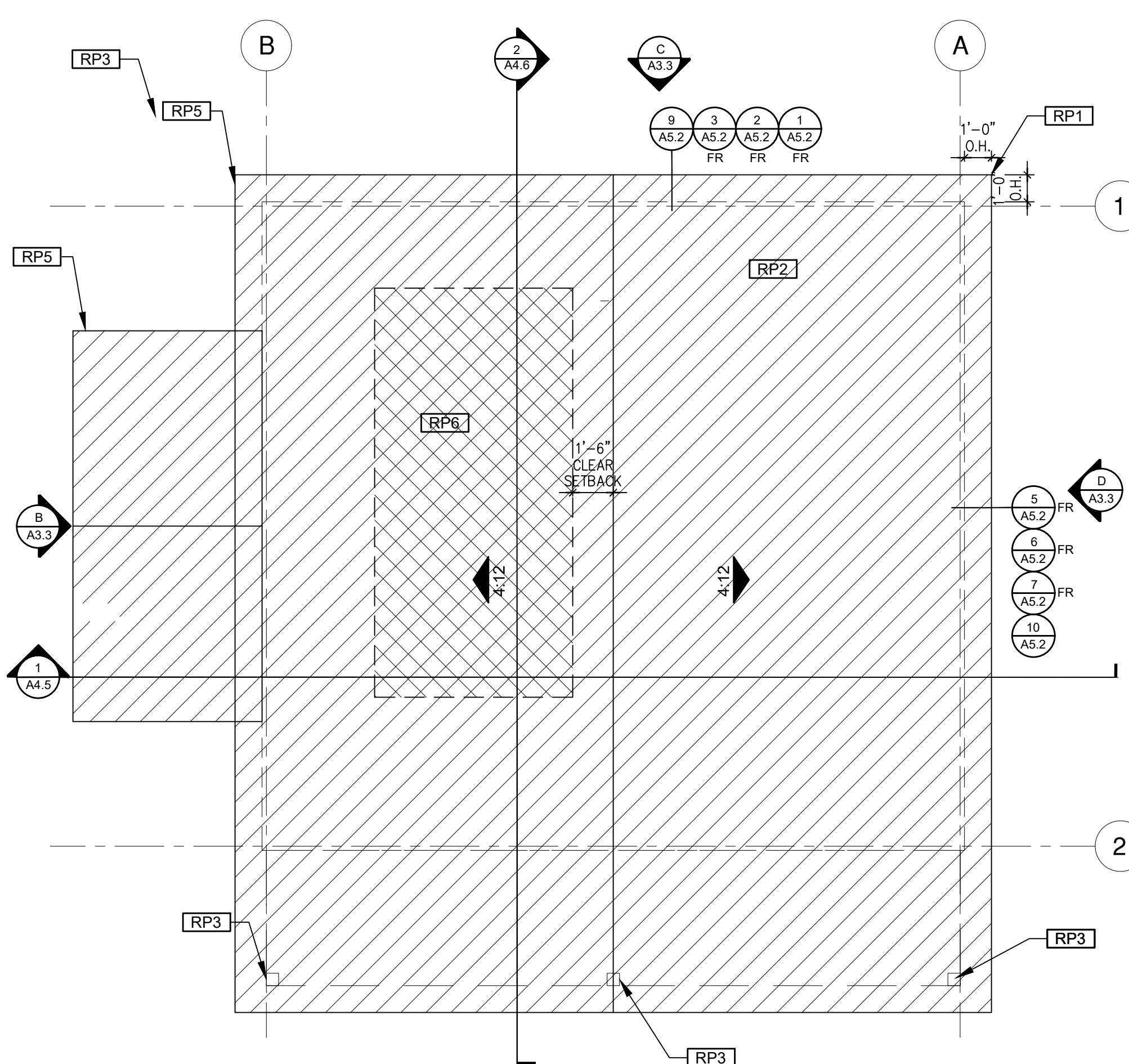
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project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no.
A1.2

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZE PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 36 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.</p> <p>FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE (101.3(c)), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.</p> <p>FP16 WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL TO 72" ABOVE DRAIN AT SHOWERS OR TUB WITH SHOWERS. MATERIALS USED AS BACKERS FOR WALL TILE IN TUBE AND REINFORCED GYPSUM PANELS, NON-ASBESTOS FIBER CEMENT BACKER BOARD, OR NON-ASBESTOS FIBER CEMENT REINFORCED CEMENTITIOUS BACKER UNITS INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.</p> <p>FP17 DOOR BELL BUTTON TO BE NO MORE THAN 48" ABOVE EXTERIOR FLOOR OR LANDING</p> <p>FP18 WATER CLOSET AND SHOWER TO HAVE REINFORCEMENT IN WALLS 2X8 NOMINAL AT 32" TO 39.5" ABOVE FINISH FLOOR. SEE FLOOR PLAN GENERAL NOTE #28 ON SHEET G0.2 FOR FURTHER INFORMATION. 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THE SOLAR ZONE SHALL BE LOCATED ON THE ROOF OR OVERHANG OF THE BUILDING AND HAVE A TOTAL AREA OF NO LESS THAN 250SQFT.</p> <p>FOR PHOTOVOLTAIC ARRAYS OCCUPYING NOT MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN AN 18-INCH (457 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE. FOR PHOTOVOLTAIC ARRAYS OCCUPYING MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN A 36-INCH (914 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE.</p> <p>CAPACITY OF THE PV SYSTEMS PER THE CF1R-PRF: _____</p> <p>VENTING CALCULATIONS</p> <p>ROOF VENTING: 1SF. OF ROOF VENTING PER 150 SF. OF ENCLOSED AREA OR ENCLOSED RAFTER AREA. ENCLOSED RAFTER AREA: 624_SF. VENTILATION AREA REQUIRED: 624_SF / 150SF = 4.16_SF. CONVERT TO SQ. IN.: 4.16_SF x 144 = 599_SQ_IN. MINIMUM VENTILATION AREA REQUIRED: 599_SQ_IN.</p>	<p>SECTION CUT</p> <p>ELEVATION CALLOUT</p> <p>DETAIL DRAWING REF.</p> <p>WALL BELOW OR ROOF ABOVE</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2</p> <p>ROOFING</p> <p>KEYNOTE</p> <p>DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE</p> <p>WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE</p> <p>CEILING HEIGHTS</p> <p>VAULTED CEILING</p> <p>ROOF SLOPE</p>



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ROOF PLAN
1/4"=1'-0" 624 SQ. FT. TRADITIONAL

FLOOR PLAN
1/4"=1'-0" 624 SQ. FT. TRADITIONAL

GARAGE PLAN
1/4"=1'-0" 624 SQ. FT. TRADITIONAL

project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
Traditional
Roof Plan/
Floor Plan

date ## Month 20##

project no. 20##_xxxxxx

drawn by xxx/xxx

sheet no.

A1.3

ROOF KEYNOTES
RP1 LINE OF ROOF OVERHANG
RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2
RP3 SUPPORT POST BELOW
RP4 LINE OF WALLS BELOW
RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS
RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET
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FLOOR PLAN KEYNOTES	
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FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING	FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE (101.3(c)), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION
FP3 LINE OF OVERHANG ABOVE	FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.
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FP9 EMERGENCY EGRESS WINDOW	FP21 FURRING AS NEEDED FOR STANDARD TUB AND SHOWER LENGTH
FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS	
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LEGEND	
SECTION CUT	KEYNOTE
ELEVATION CALLOUT	DOOR SYMBOL: SEE SHEET A0.1 FOR DOOR SCHEDULE
DETAIL DRAWING REF.	WINDOW SYMBOL: SEE SHEET A0.1 FOR WINDOW SCHEDULE
WALL BELOW OR ROOF ABOVE	CEILING HEIGHTS
SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2	VAULTED CEILING
ROOFING	ROOF SLOPE

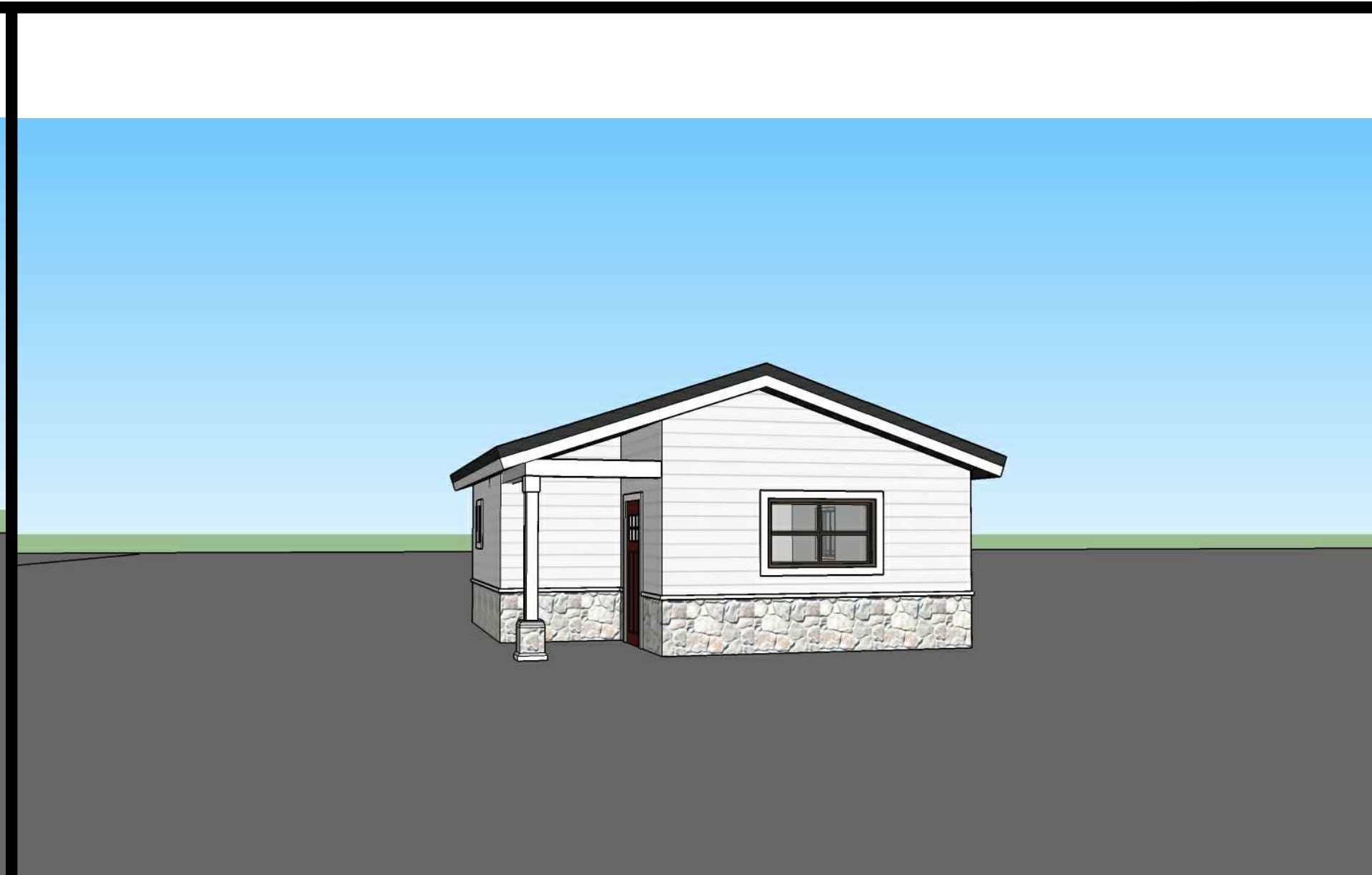
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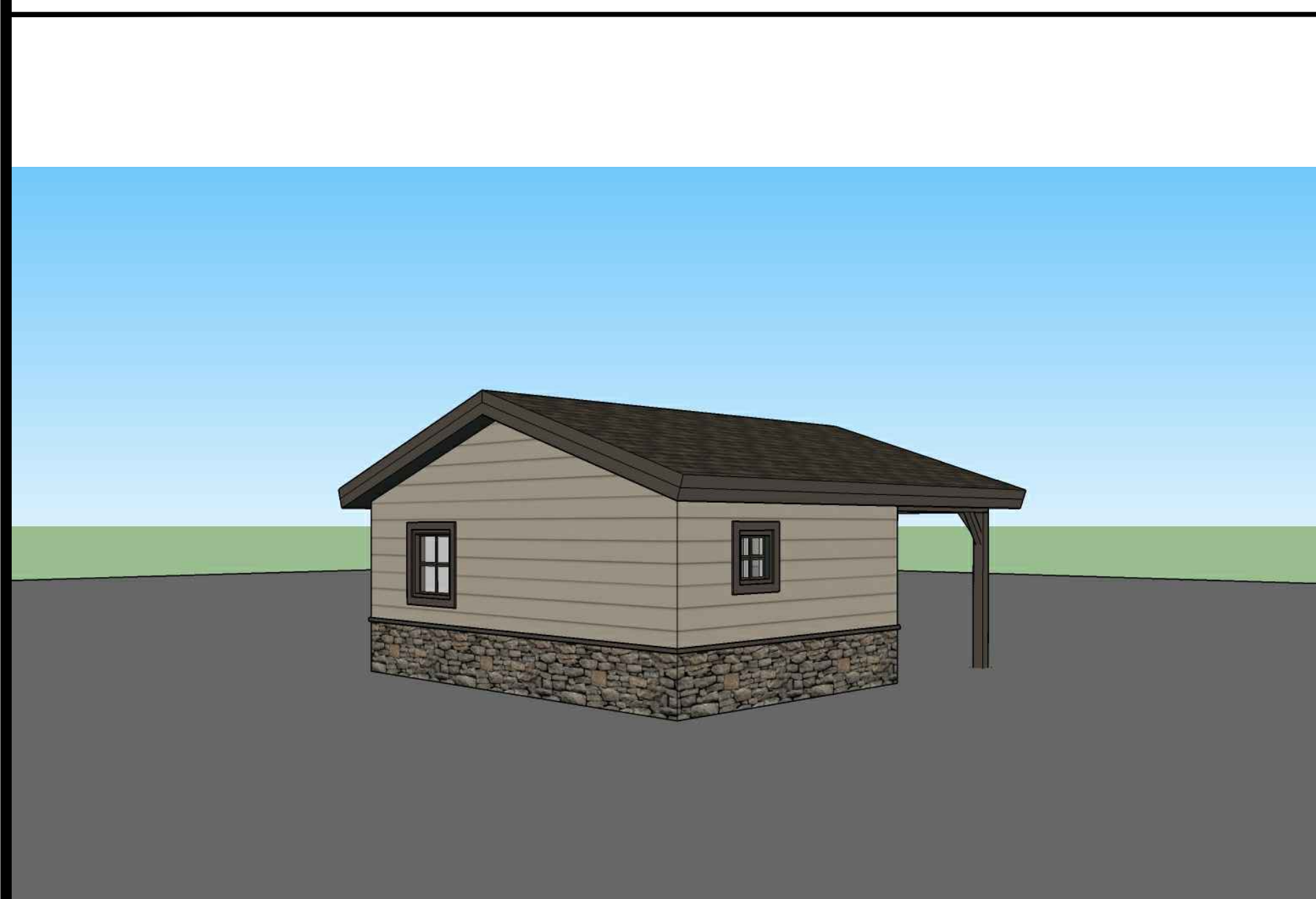
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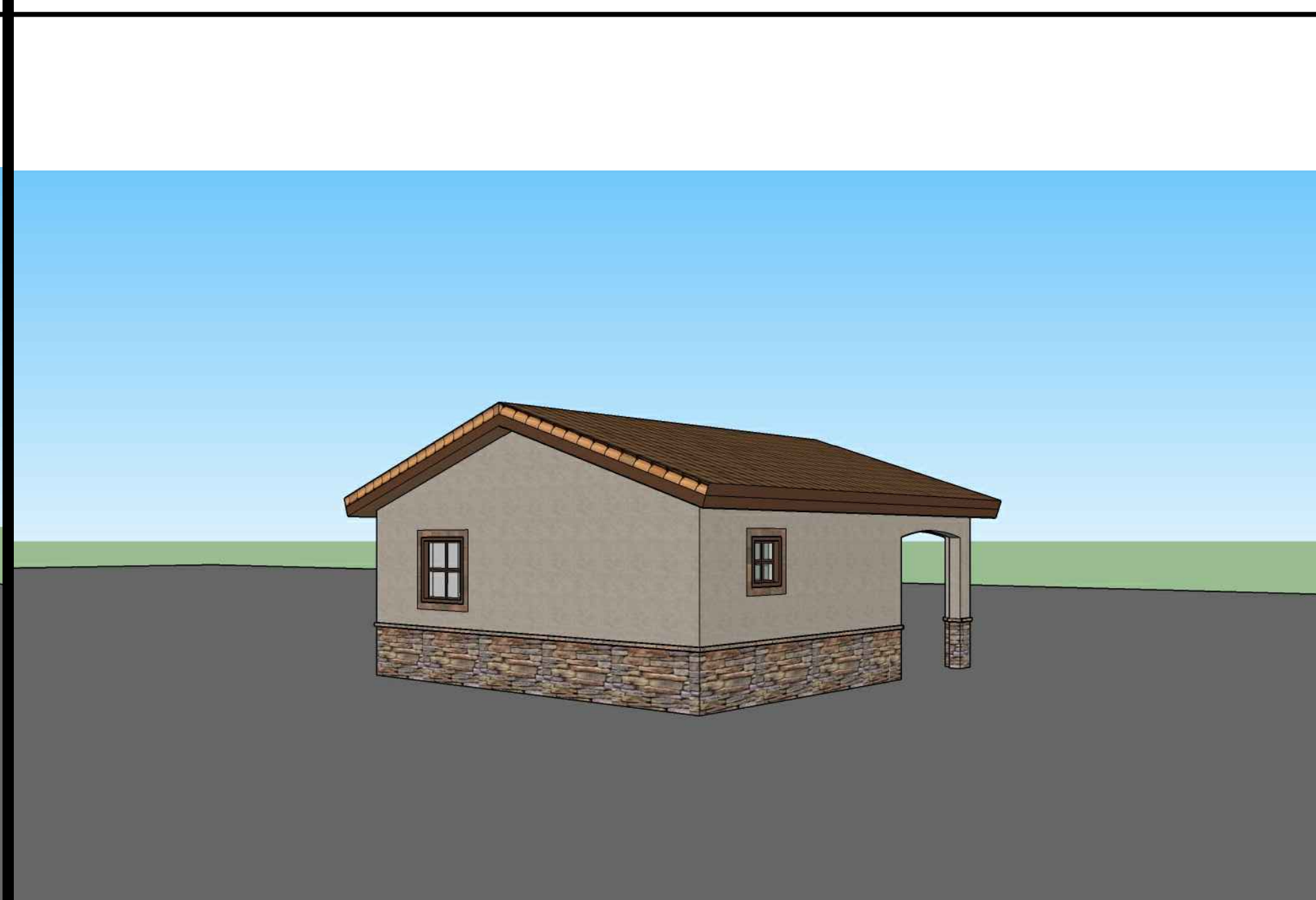
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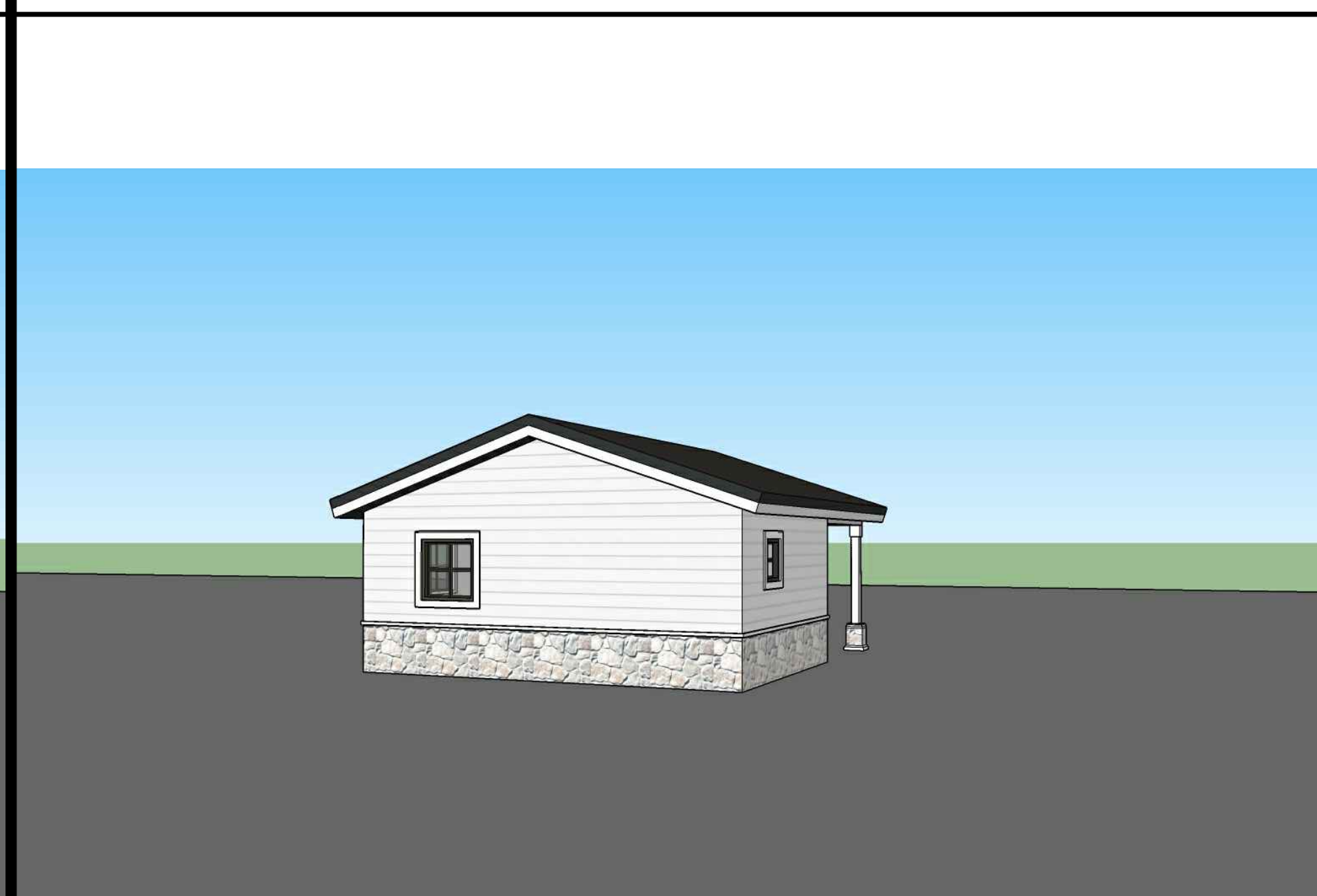
Studio - Traditional view #1



Studio - Ranch view #2



Studio - Spanish view #2



Studio - Traditional view #2



Studio - Ranch view #3



Studio - Spanish view #3



Studio - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions

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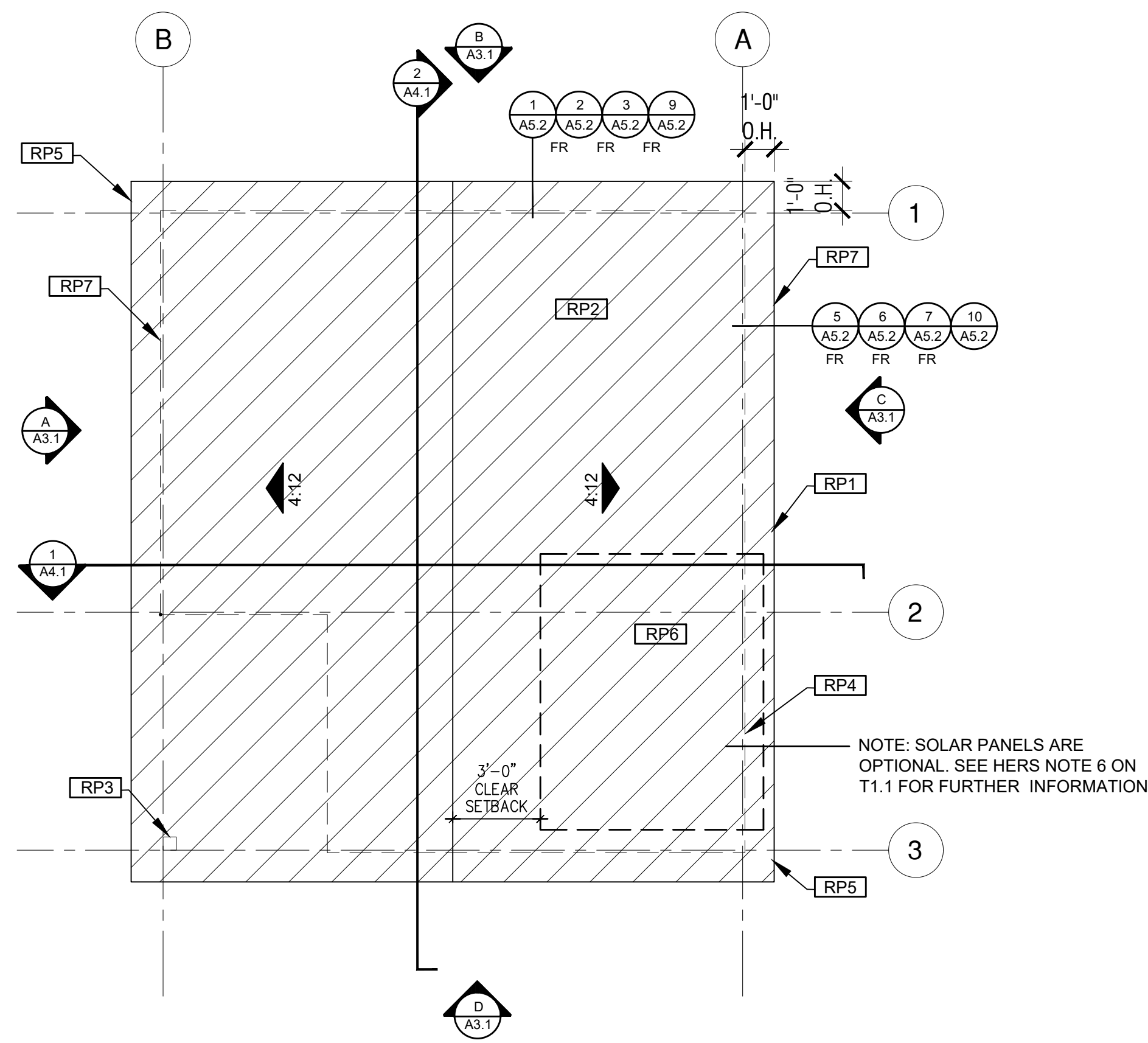
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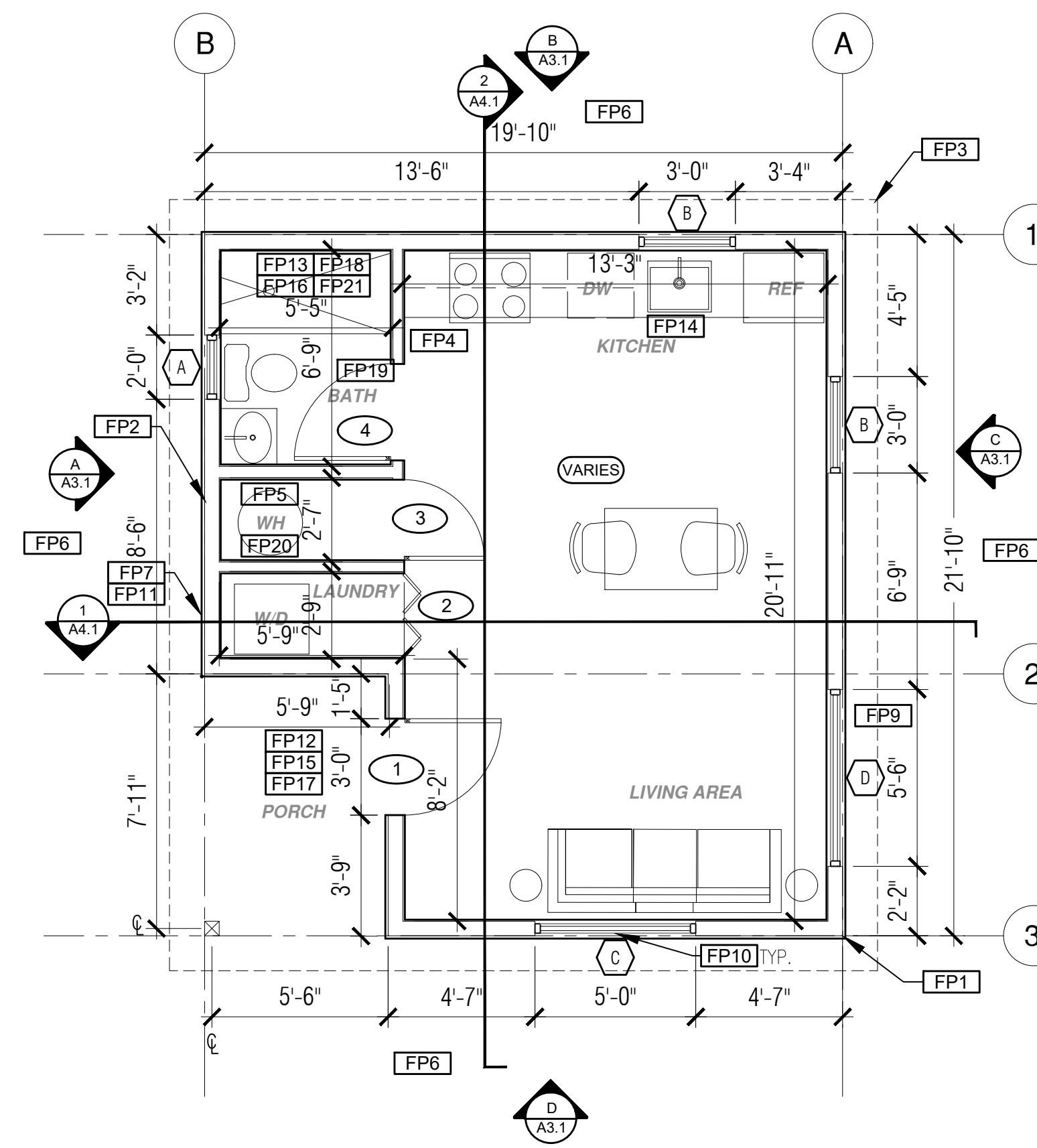
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ROOF PLAN
1/4"=1'-0" 393 SQ. FT. RANCH



FLOOR PLAN
1/4"=1'-0" 393 SQ. FT. RANCH

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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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IN.</p>	<p>SECTION CUT (Symbol: Roof section cut) KEYNOTE (Symbol: X)</p> <p>ELEVATION CALLOUT (Symbol: Roof elevation callout) DOOR SYMBOL (Symbol: X)</p> <p>DETAIL DRAWING REF. (Symbol: Roof detail callout) WINDOW SYMBOL (Symbol: X)</p> <p>WALL BELOW OR ROOF ABOVE (Symbol: Dashed line) CEILING HEIGHTS (Symbol: X-X')</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 (Symbol: Hatched area) VAULTED CEILING (Symbol: Varies)</p> <p>ROOFING (Symbol: Roof hatching) ROOF SLOPE (Symbol: X:12)</p>

project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
**Ranch
Roof Plan/
Floor Plan
Studio**

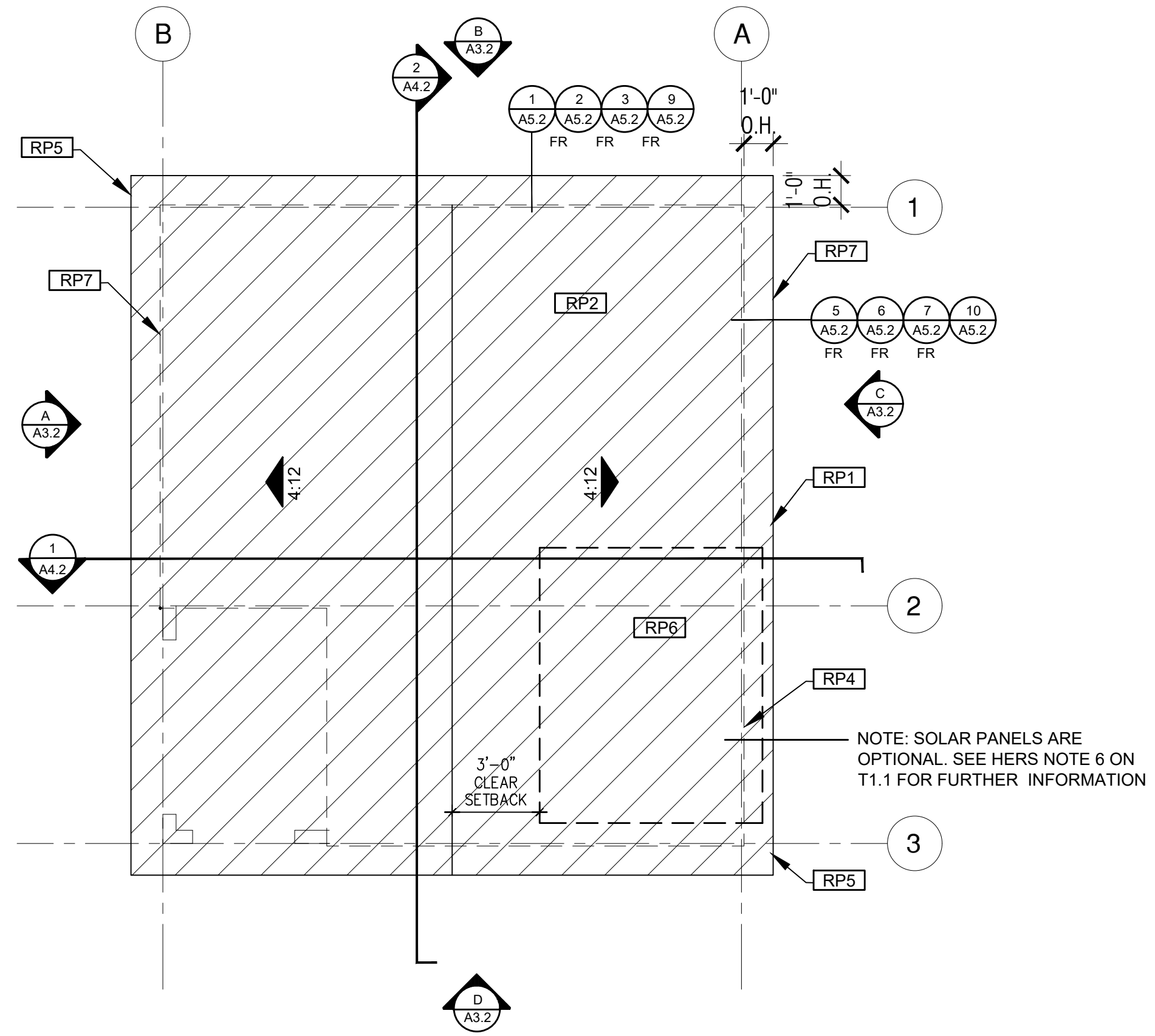
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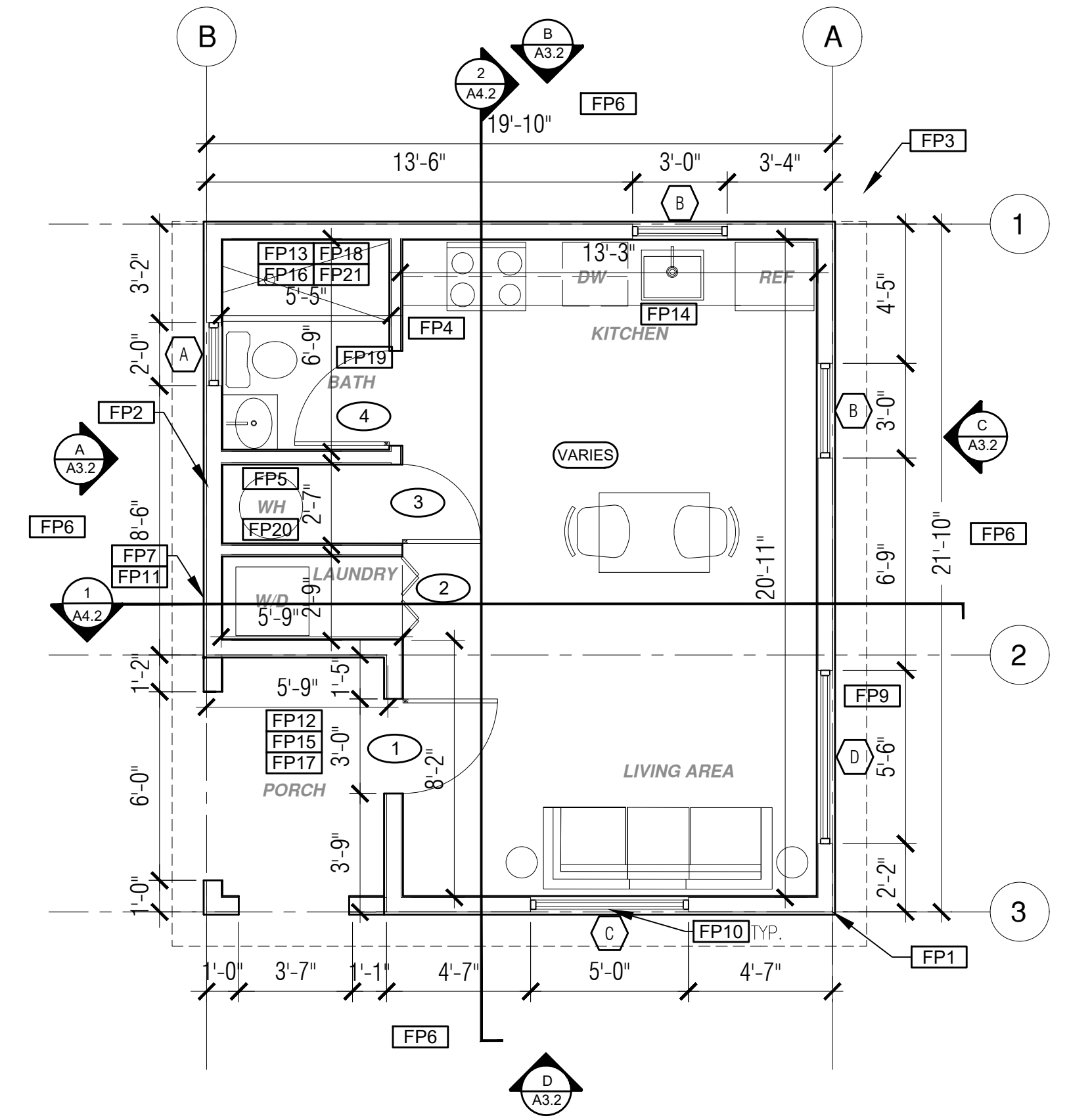
drawn by xxx/xxx

sheet no.

A1.1



ROOF PLAN
1/4"=1'-0" 393 SQ. FT. SPANISH



FLOOR PLAN
1/4"=1'-0" 393 SQ. FT. SPANISH

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project
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Pre-Approved
ADU Program

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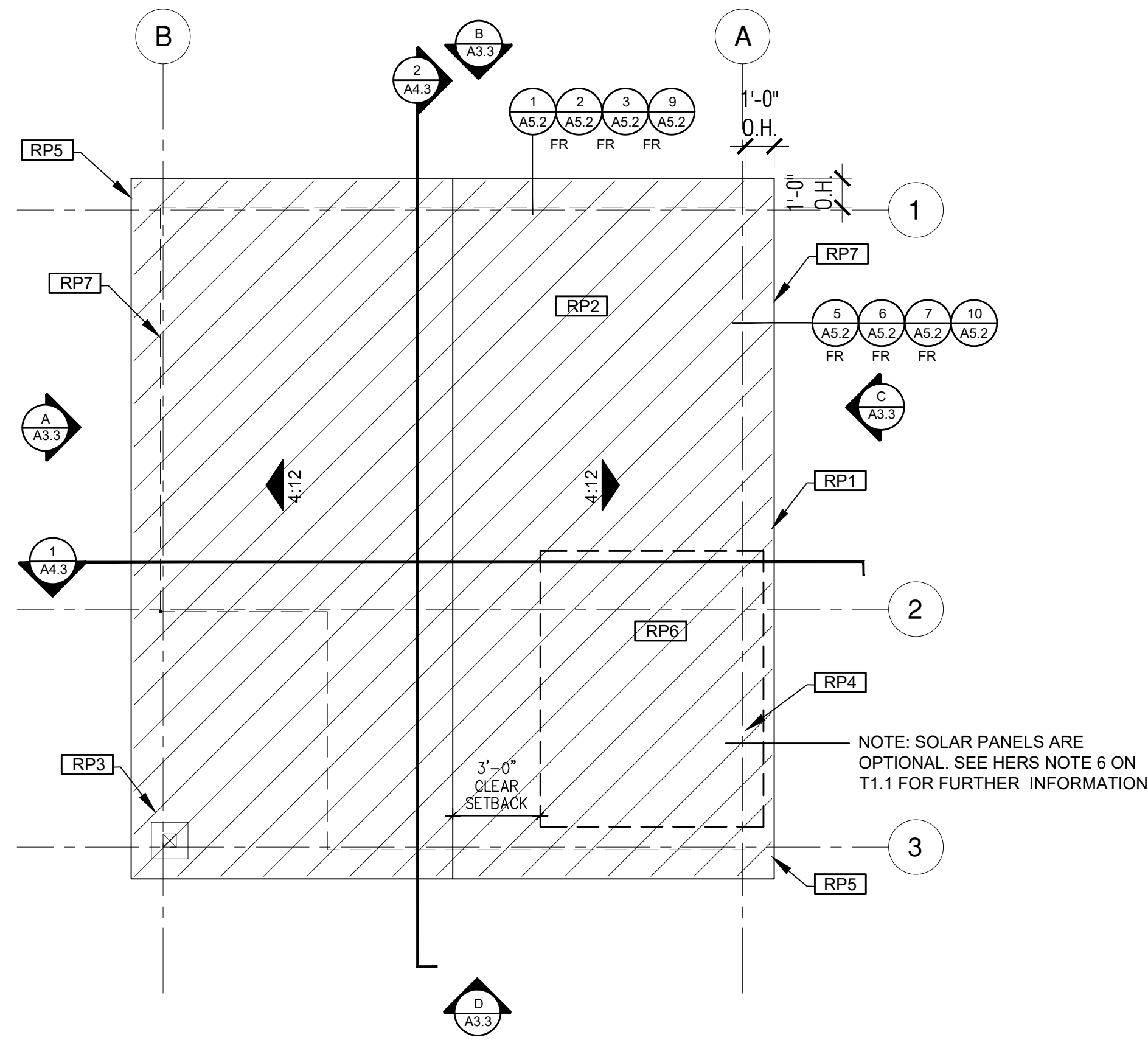
description
Spanish
Roof Plan/
Floor Plan
Studio

date ## Month 20##

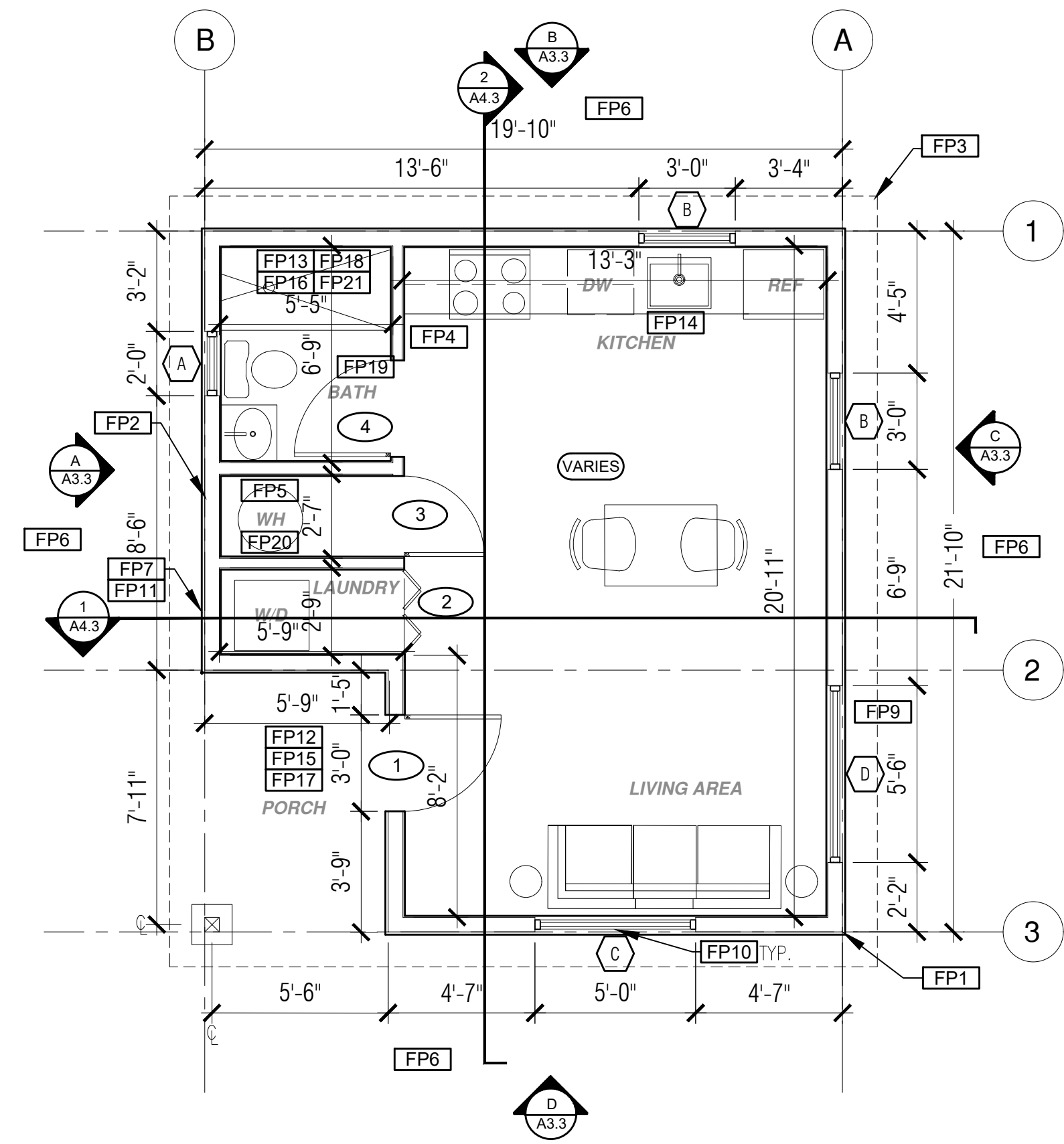
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drawn by xxx/xxx

sheet no. **A1.2**



ROOF PLAN
1/4"=1'-0" 393 SQ. FT. TRADITIONAL



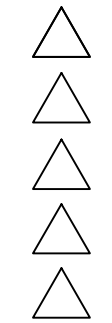
FLOOR PLAN
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project

County of Inyo
Pre-Approved
ADU Program

revisions



description
**Traditional
Roof Plan/
Floor Plan
Studio**

date ## Month 20##

project no. 20##_#####

drawn by xxx/xxx

sheet no.

A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. 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[Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol]</p> <p>ROOFING [Symbol]</p> <p>KEYNOTE [Symbol]</p> <p>DOOR SYMBOL [Symbol]</p> <p>WINDOW SYMBOL [Symbol]</p> <p>CEILING HEIGHTS [Symbol]</p> <p>VAULTED CEILING [Symbol]</p> <p>ROOF SLOPE [Symbol]</p>

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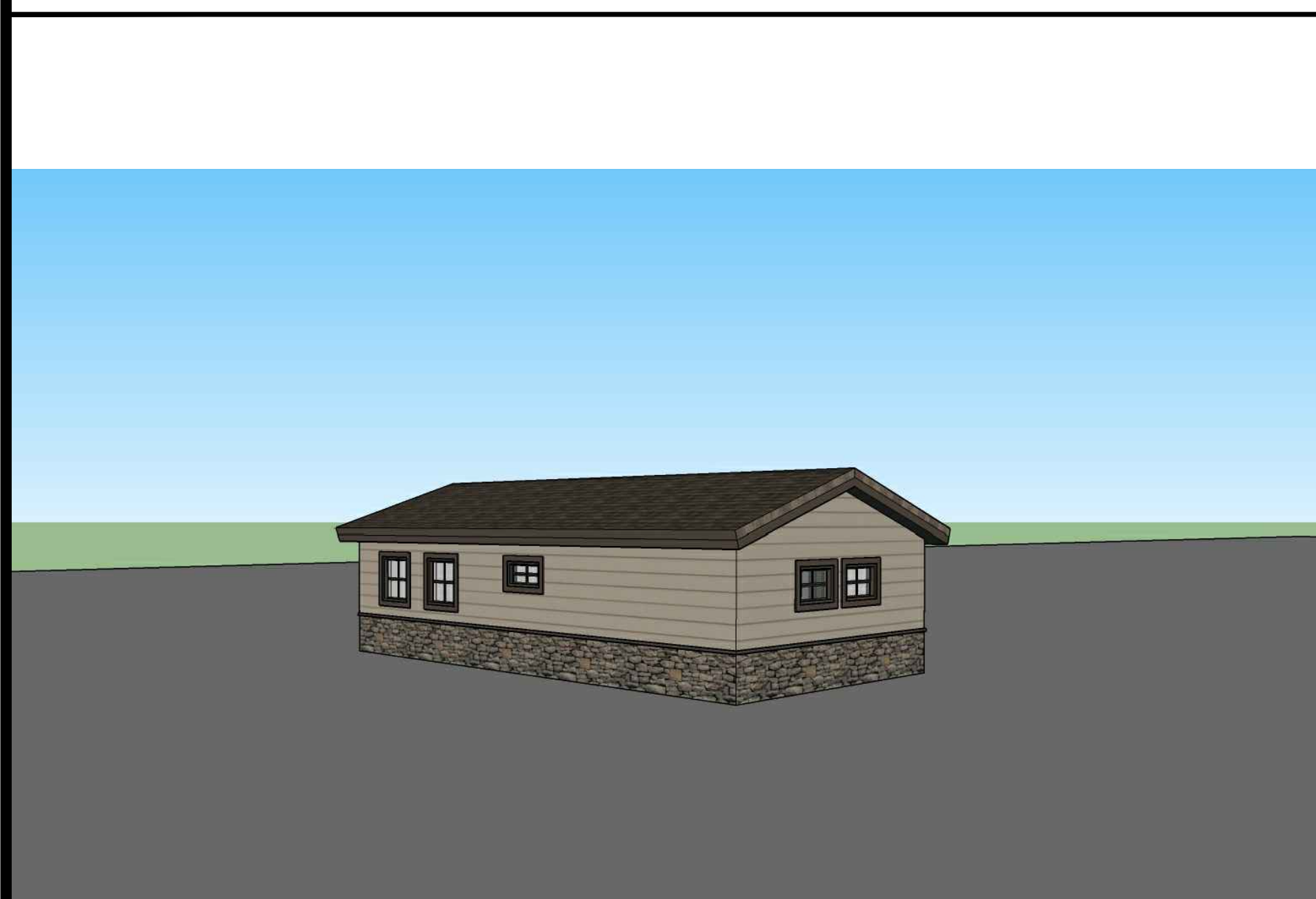
1 Bedroom - Ranch view #1



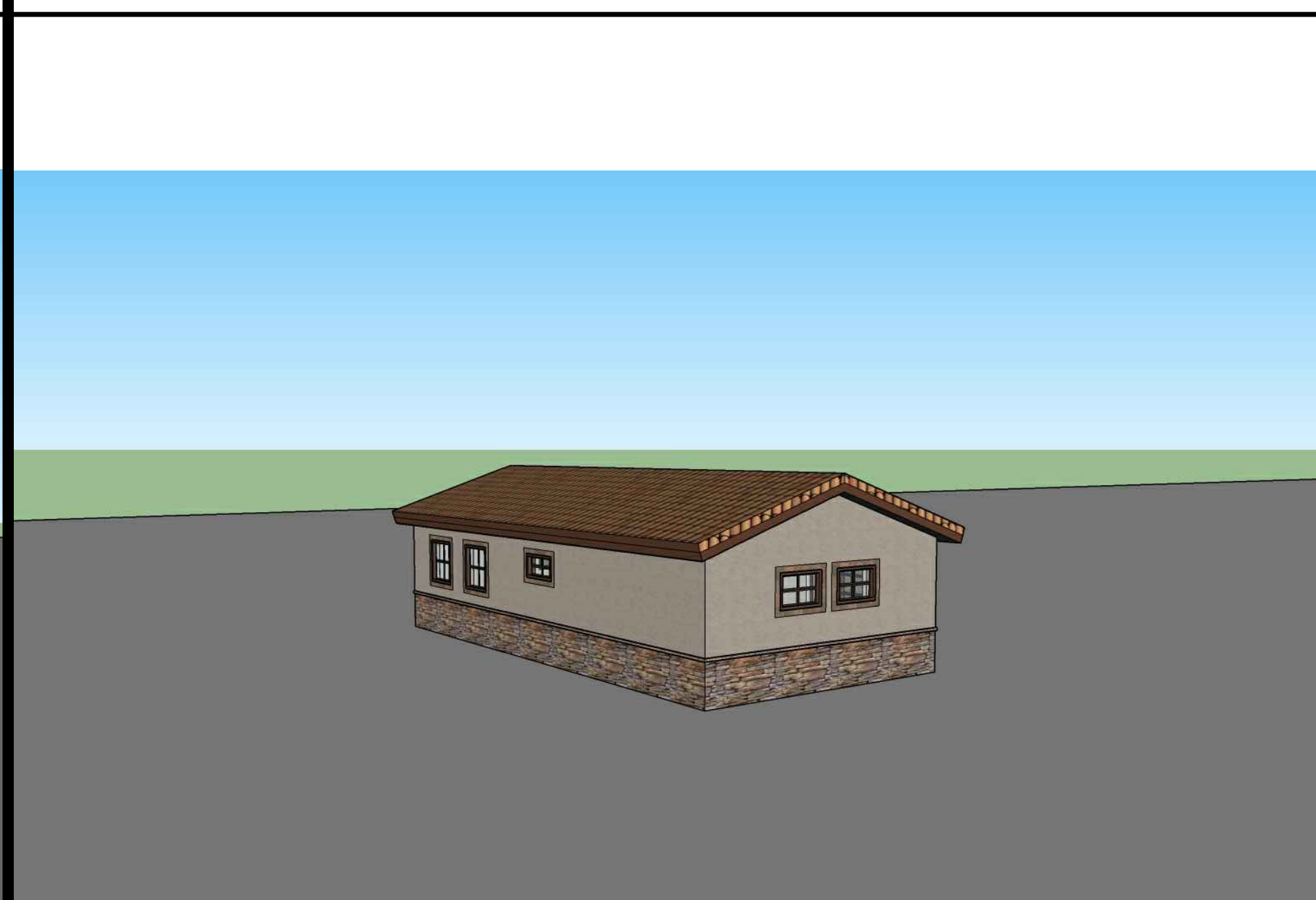
Single Car Garage - Spanish view #1



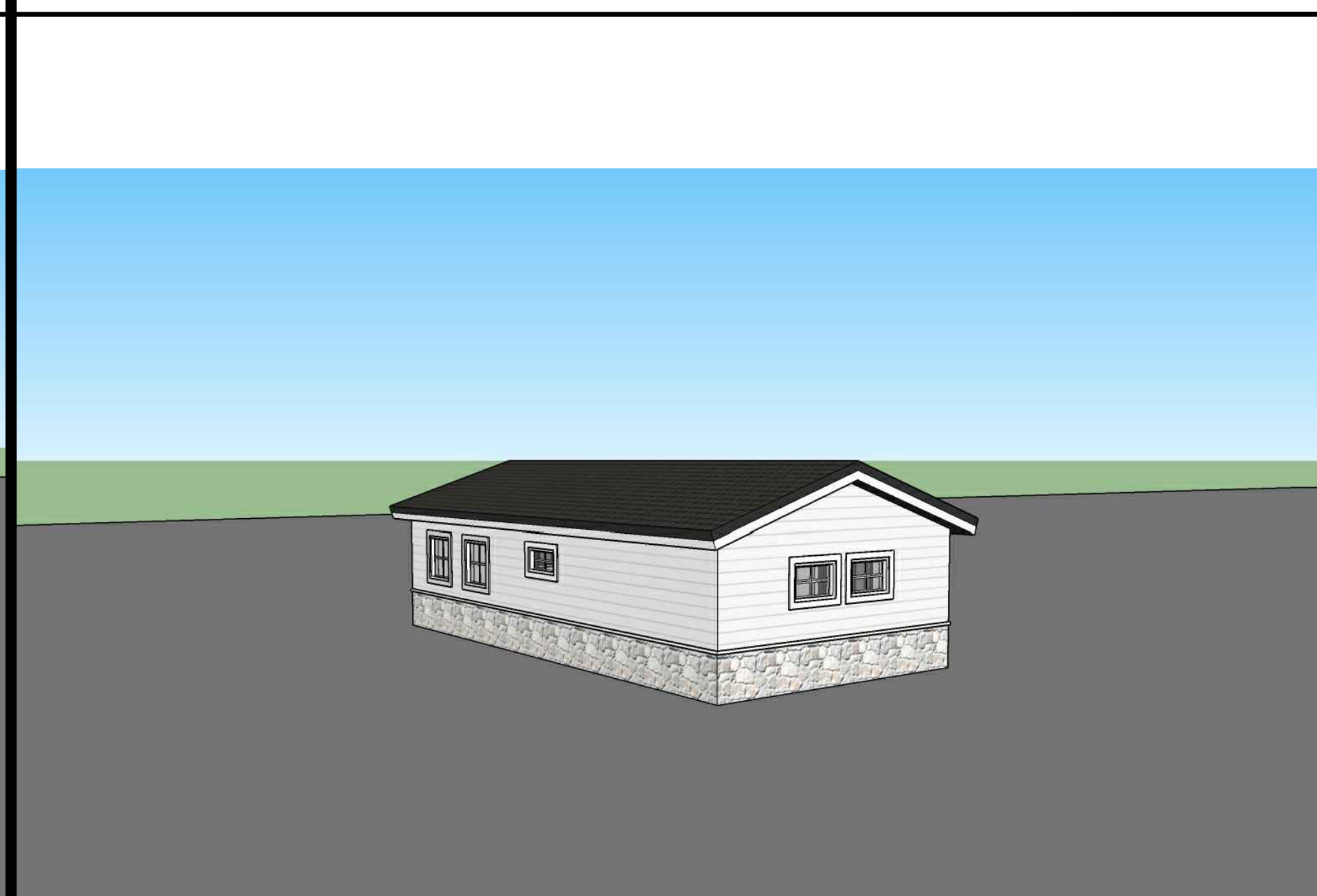
Single Car Garage - Traditional view #1



1 Bedroom - Ranch view #2



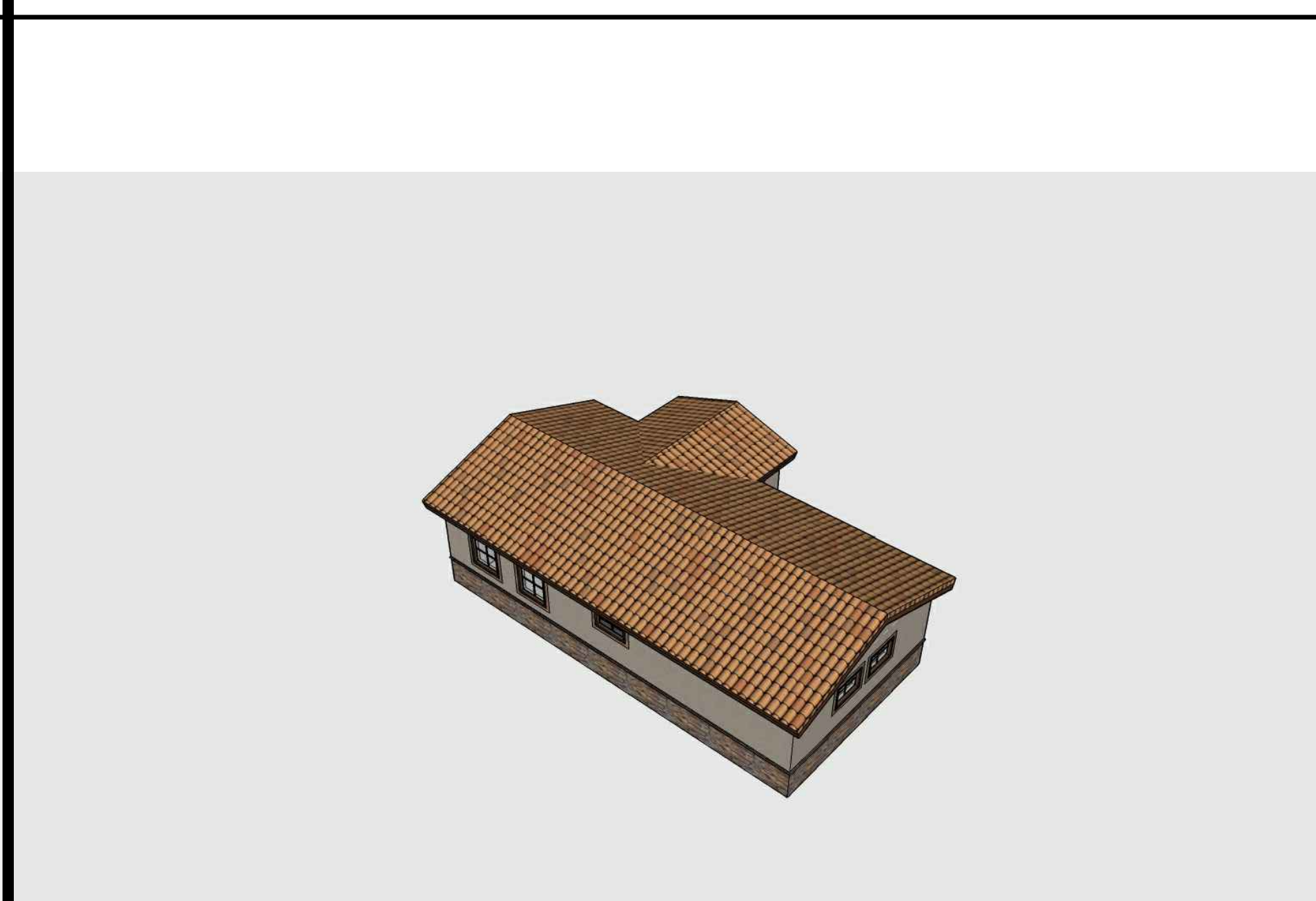
Single Car Garage - Spanish view #2



Single Car Garage - Traditional view #2



Single Car Garage - Ranch view #3

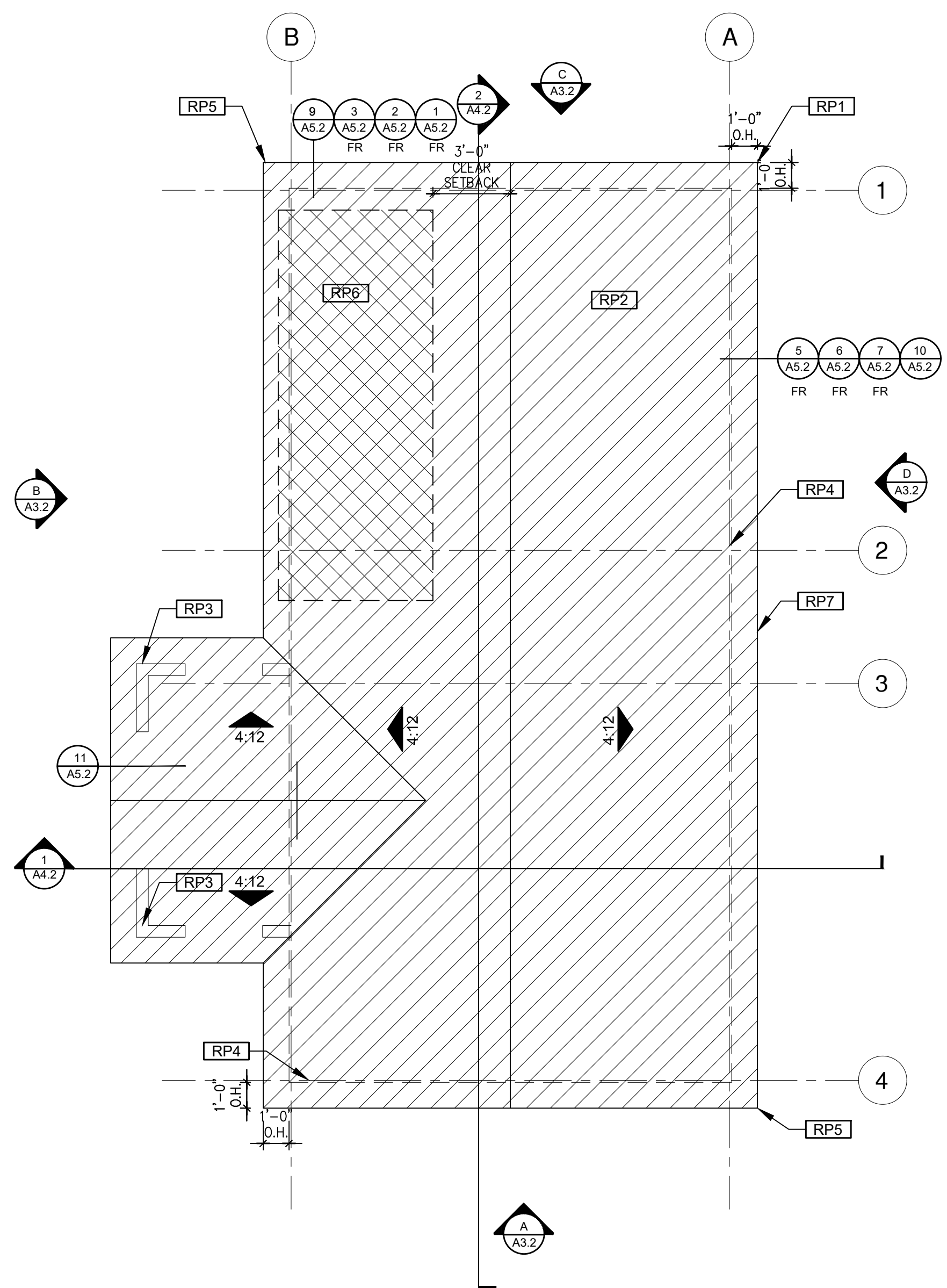


Single Car Garage - Spanish view #3

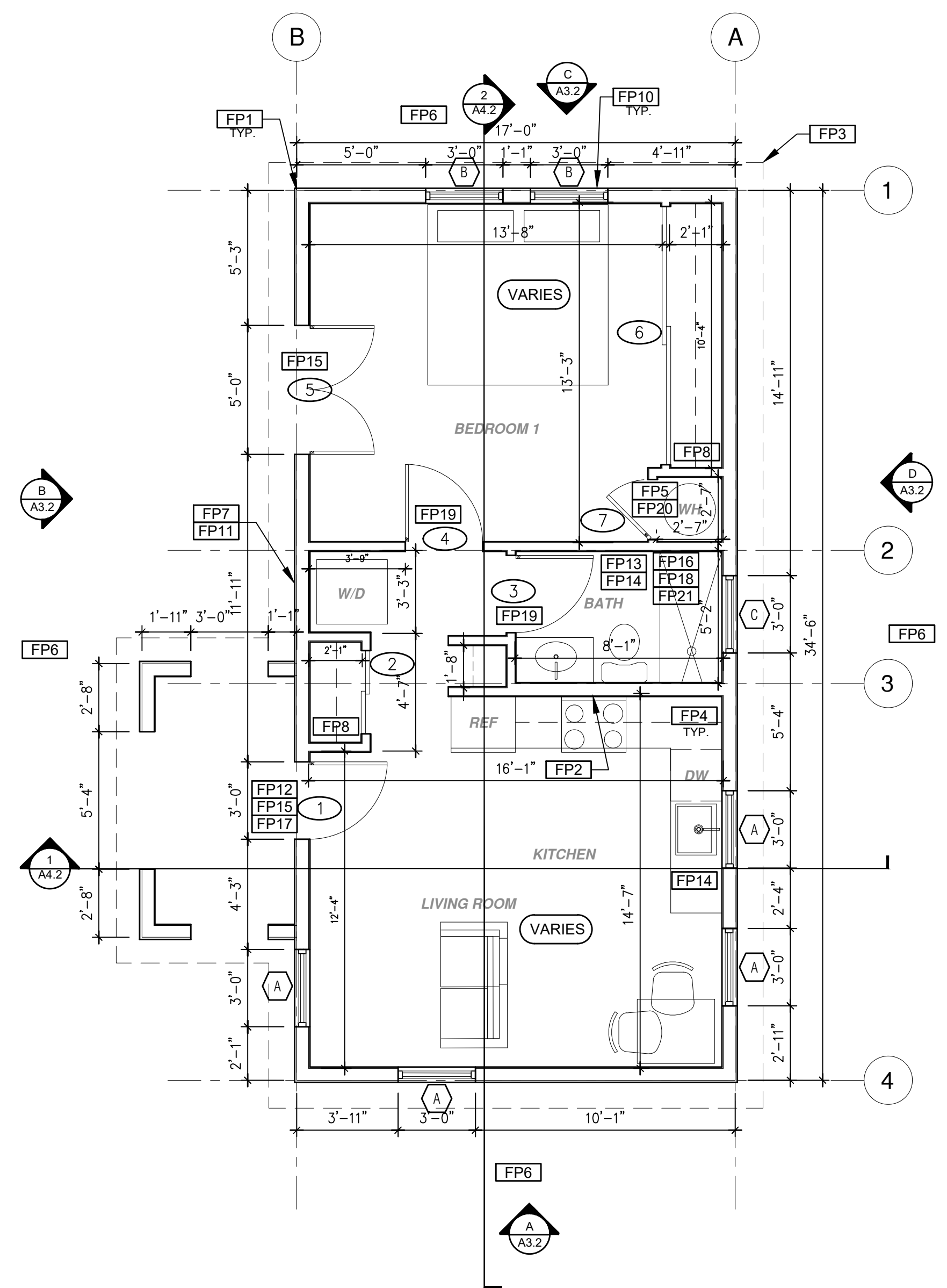


Single Car Garage - Traditional view #3

project	County of Inyo Pre-Approved ADU Program
revisions	<ul style="list-style-type: none"> △ △ △ △ △
description	Exterior Style Options
date	## Month 20##
project no.	20##_xxxxxx
drawn by	xxx/xxx
sheet no.	T1.2



ROOF PLAN
1/4"=1'-0" 586 SQ. FT. SPANISH



FLOOR PLAN
1/4"=1'-0" 586 SQ. FT. SPANISH

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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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REFER TO SOLAR NOTES ON SHEET G0.2</p> <p> ROOFING</p> <p> KEYNOTE</p> <p> DOOR SYMBOL</p> <p> WINDOW SYMBOL</p> <p> CEILING HEIGHTS</p> <p> VAULTED CEILING</p> <p> ROOF SLOPE</p>

project
County of Inyo
Pre-Approved
ADU Program

revisions

description
Spanish
Roof Plan/
Floor Plan
1 Bedroom

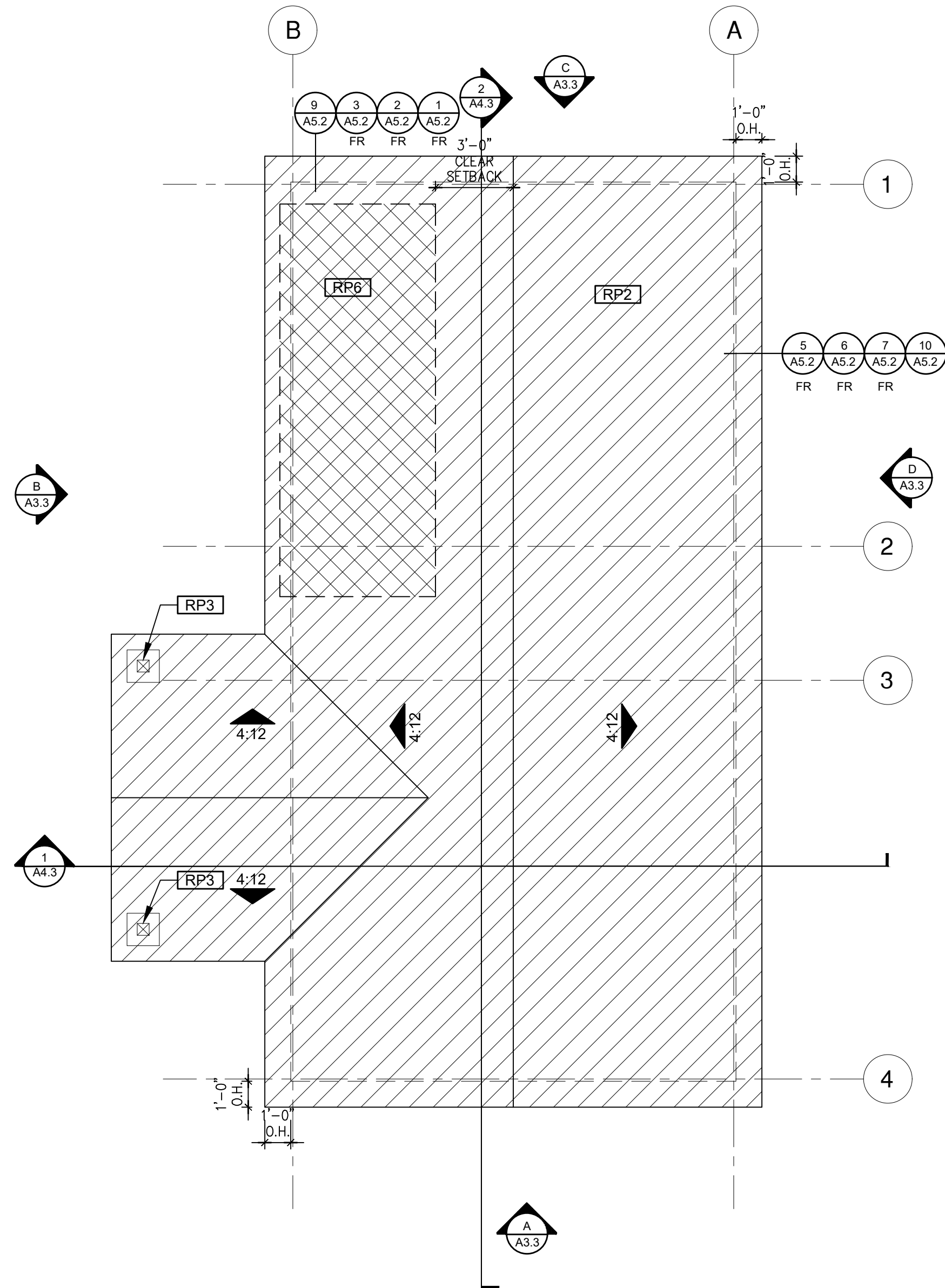
date ## Month 20##

project no. 20##_xxxxxx

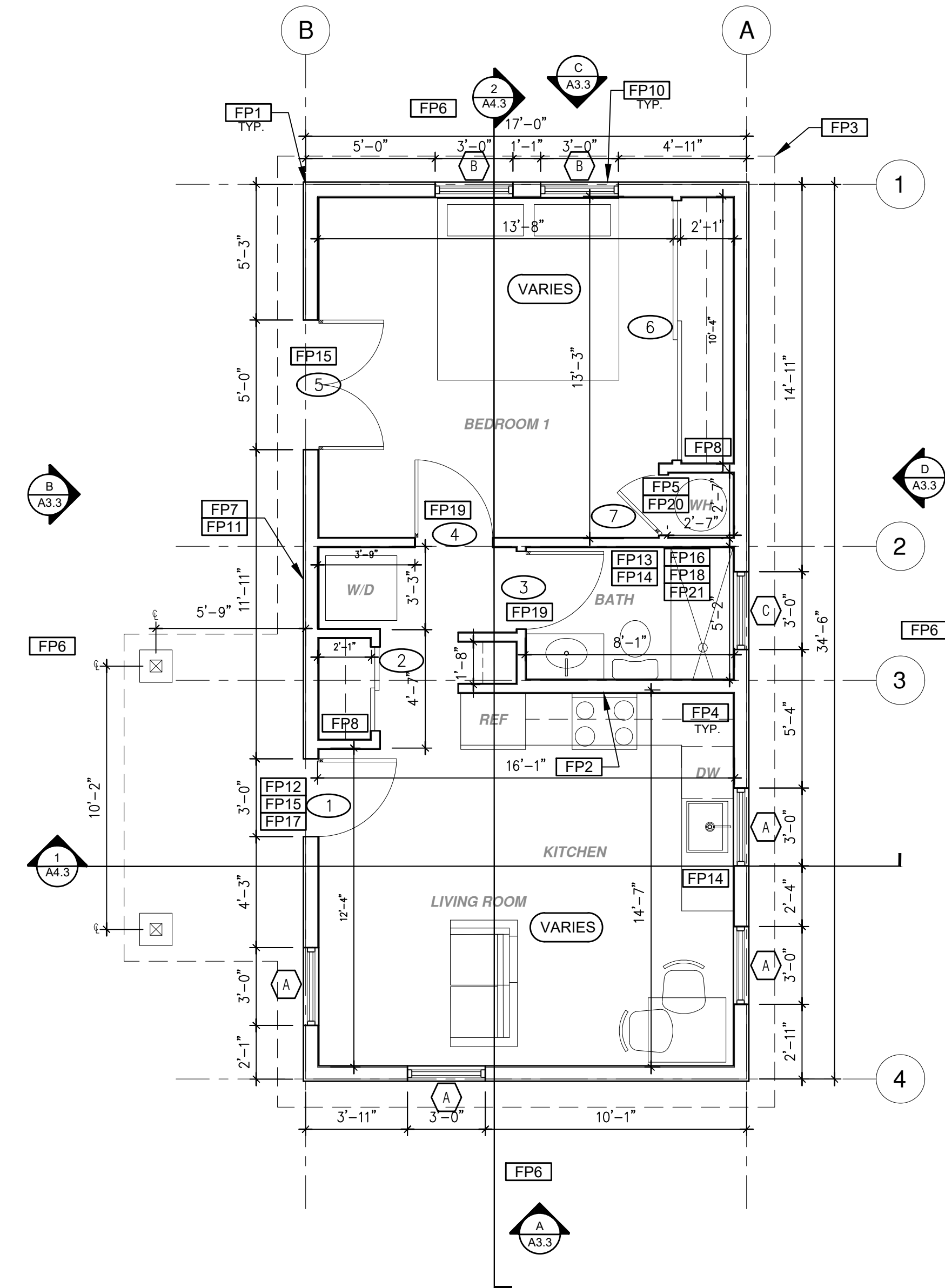
drawn by xxx/xxx

sheet no.

A1.2



ROOF PLAN
1/4"=1'-0" 586 SQ. FT. TRADITIONAL



FLOOR PLAN
1/4"=1'-0" 586 SQ. FT. TRADITIONAL

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project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
**Traditional
Roof Plan/
Floor Plan
1 Bedroom**

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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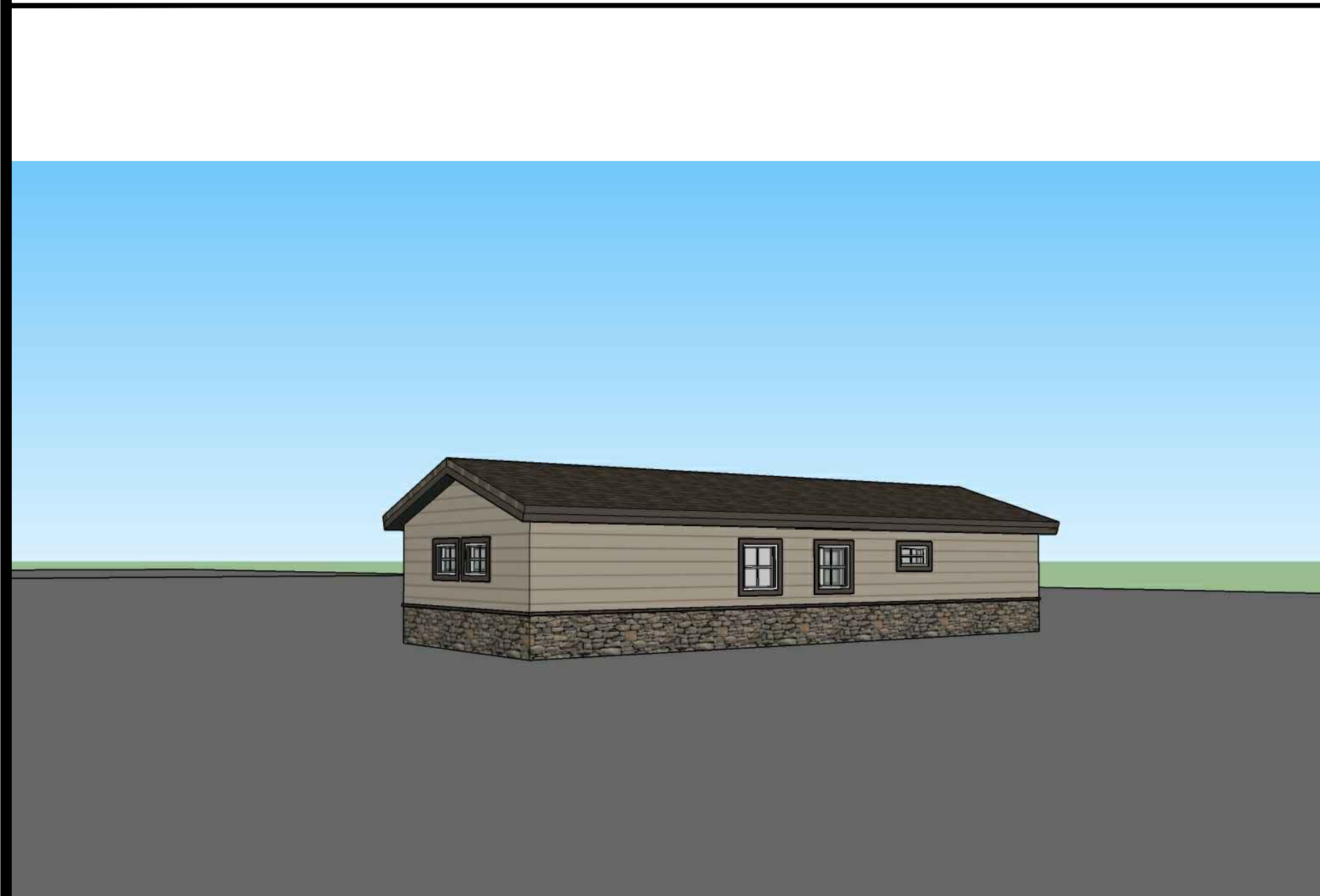
2 Bedroom - Ranch view #1



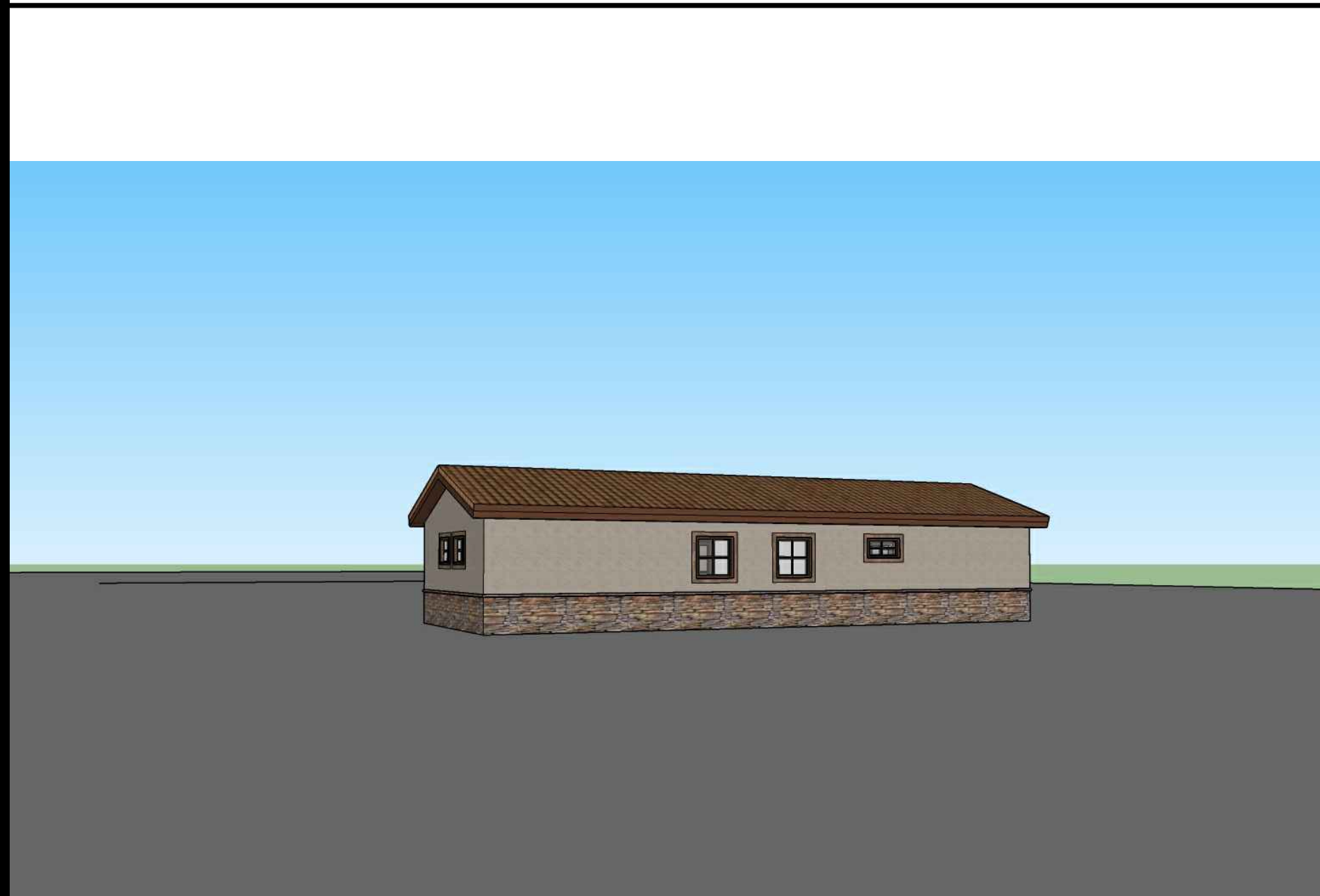
2 Bedroom - Spanish view #1



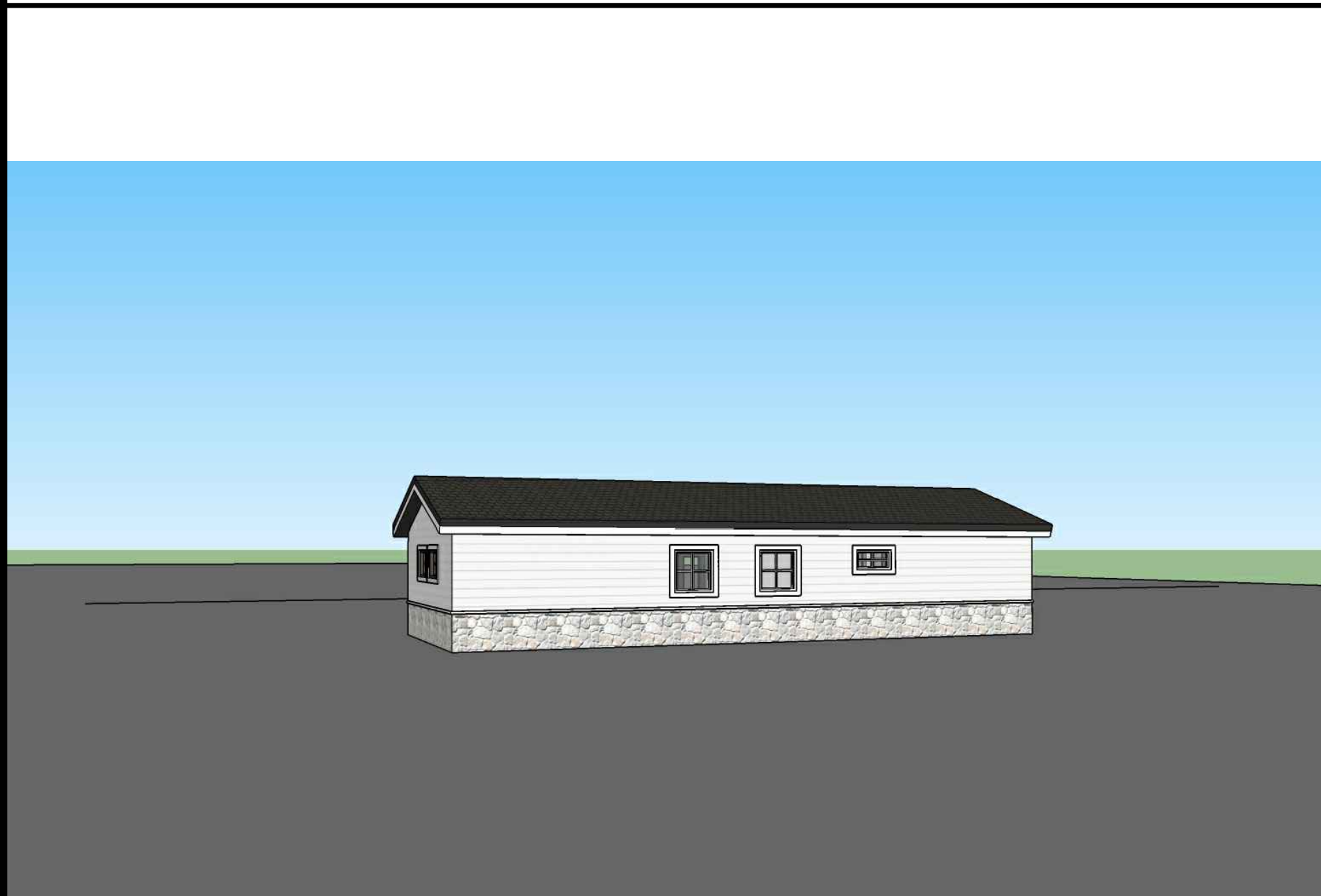
2 Bedroom - Traditional view #1



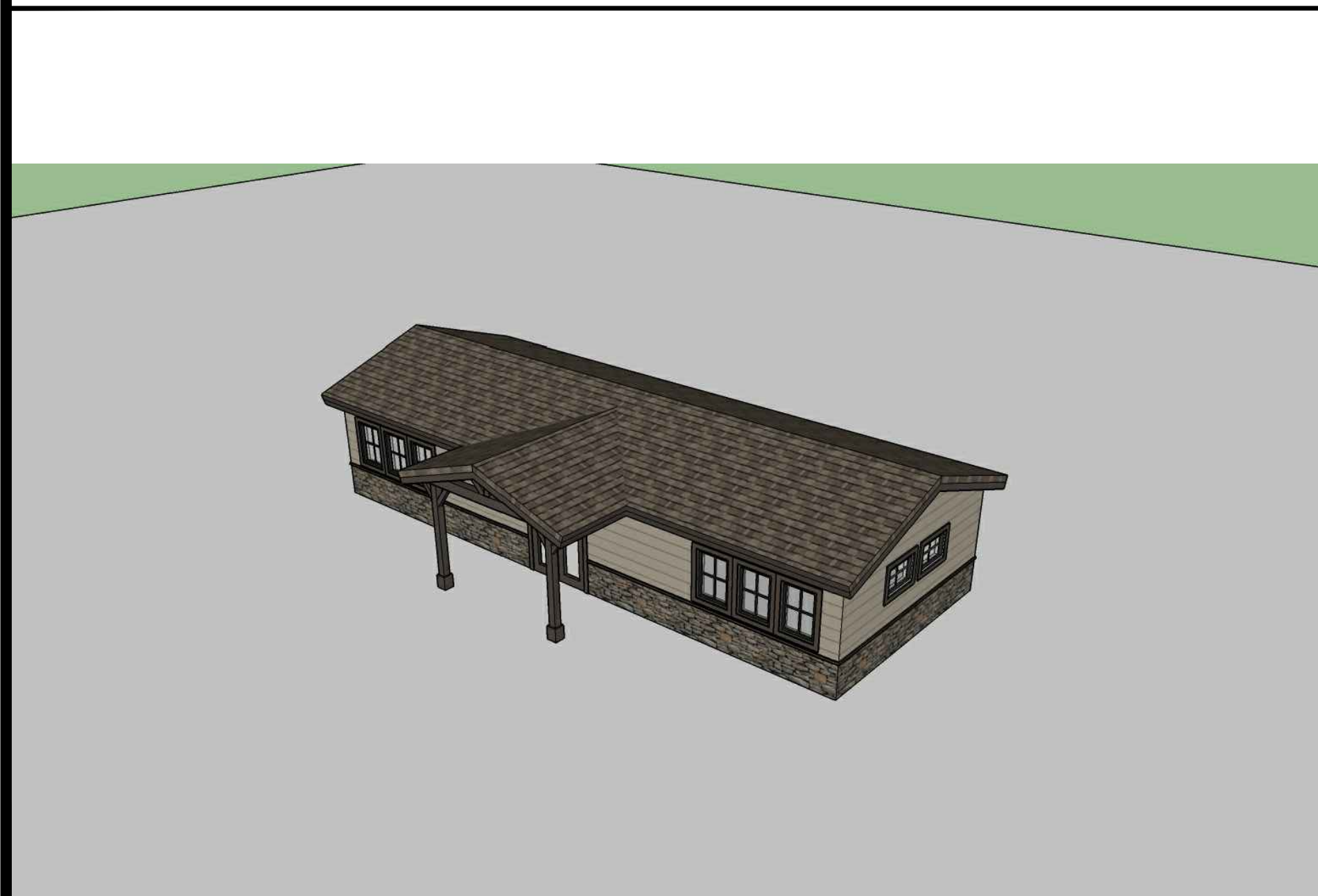
2 Bedroom - Ranch view #2



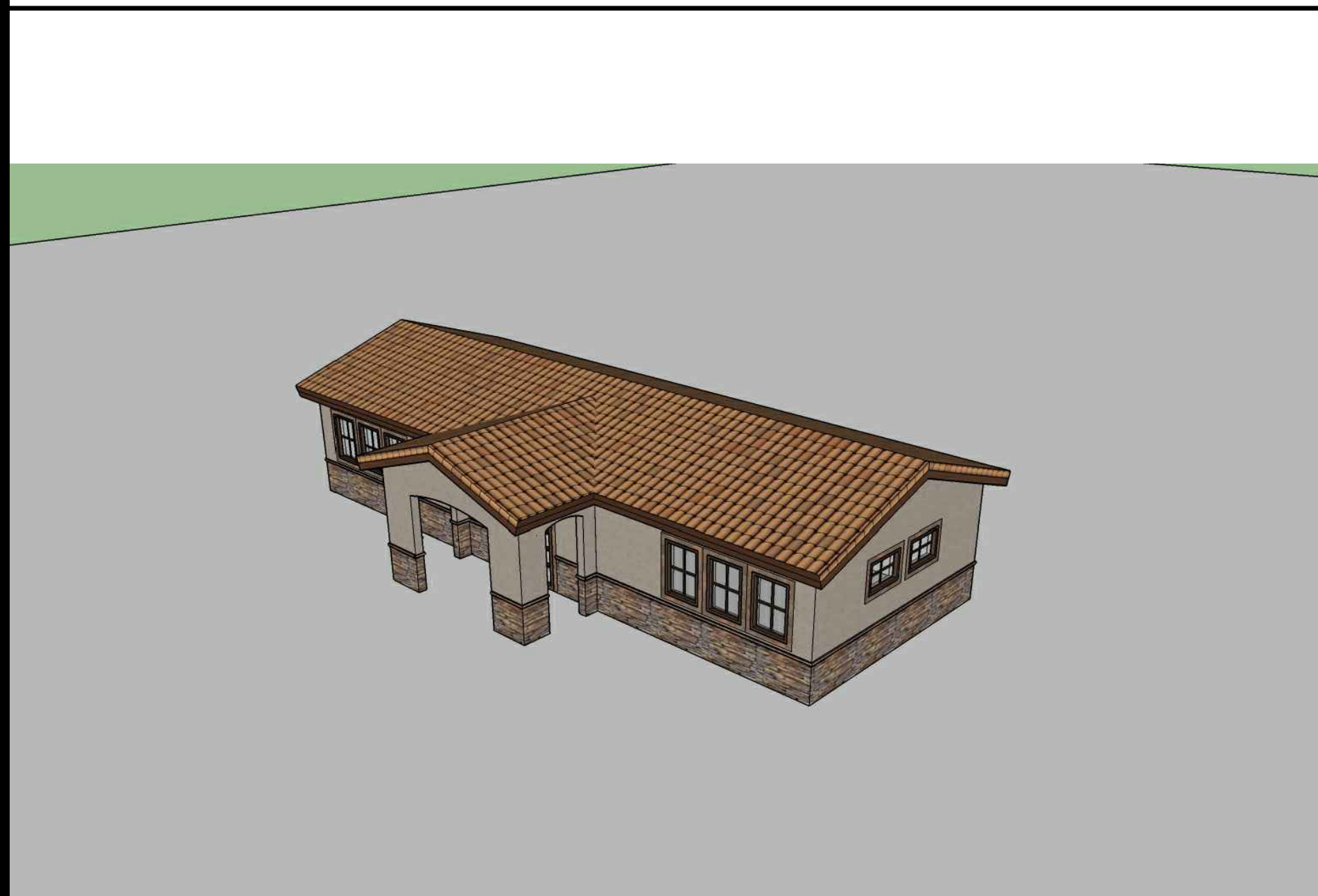
2 Bedroom - Spanish view #2



2 Bedroom - Traditional view #2



2 Bedroom - Ranch view #3



2 Bedroom - Spanish view #3



2 Bedroom - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions

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description

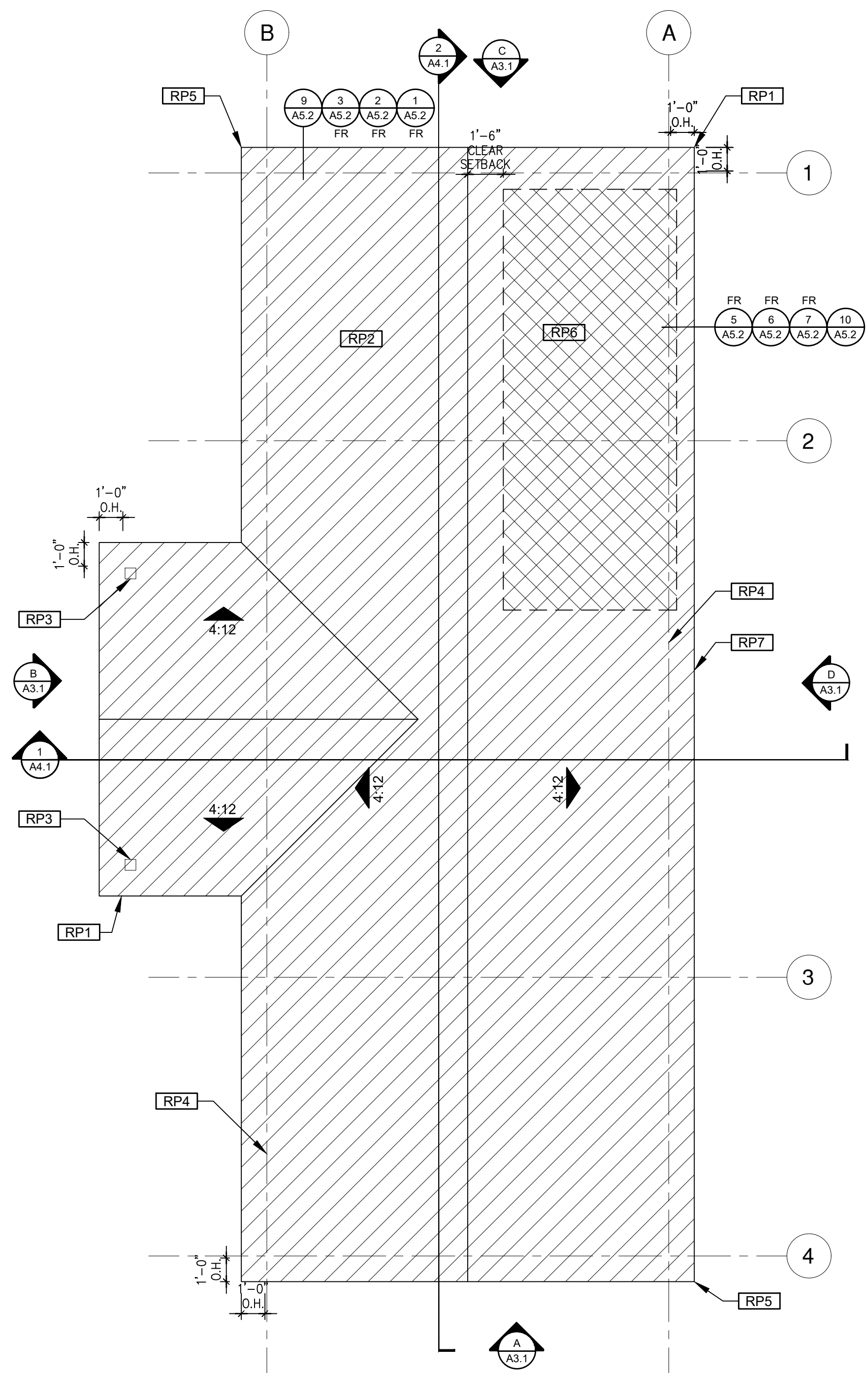
Exterior
 Style
 Options

date ## Month 20##

project no. 20##_xxxxxx

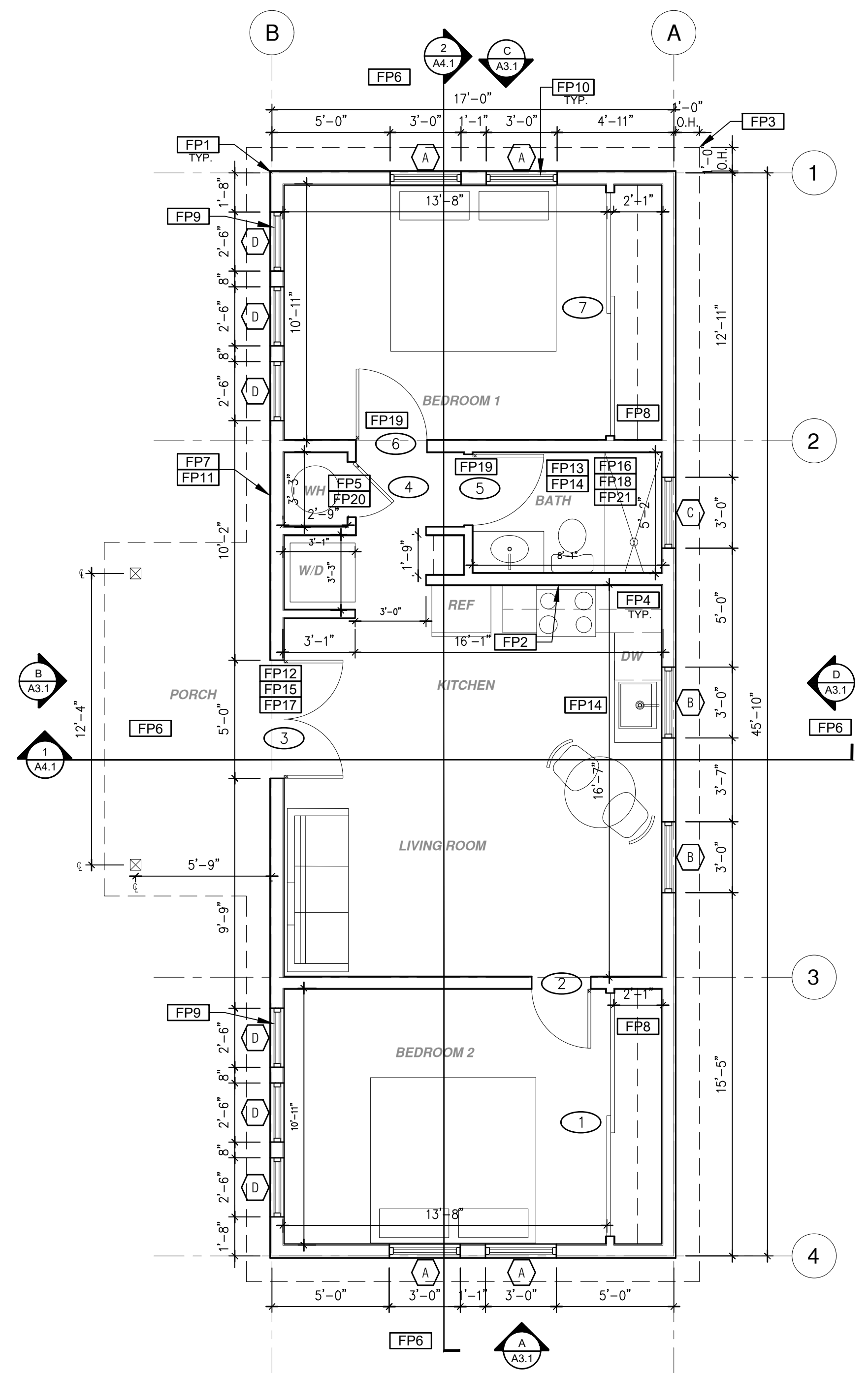
drawn by xxx/xxx

sheet no. **T1.2**



ROOF PLAN
1/4"=1'-0"

779 SQ. FT. RANCH



FLOOR PLAN
1/4"=1'-0"

779 SQ. FT. RANCH

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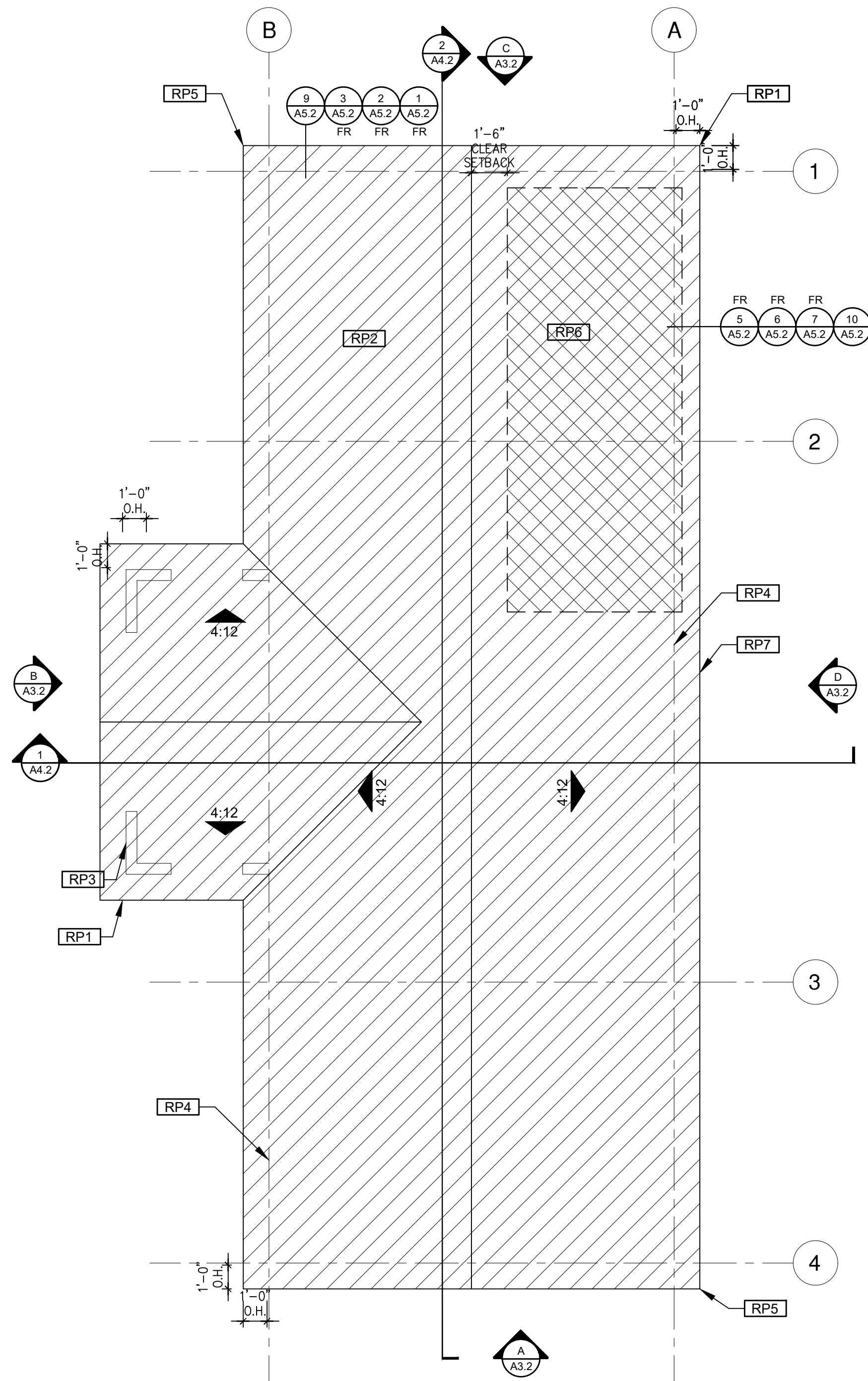
project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
Ranch
**Roof Plan/
 Floor Plan**
2 Bedroom

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

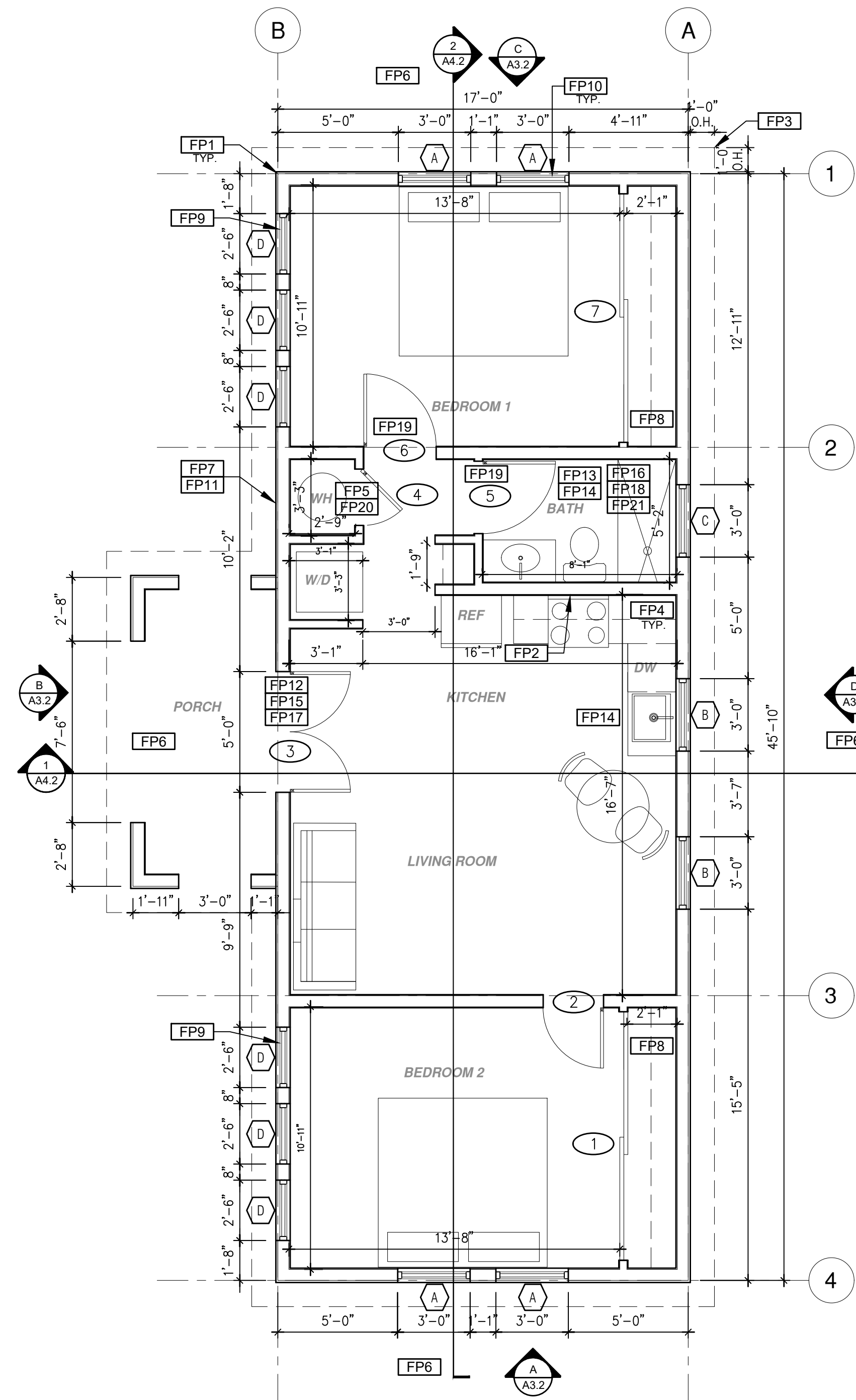
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ROOF PLAN

1/4"=1'-0" 779 SQ. FT. SPANISH



FLOOR PLAN

1/4"=1'-0" 779 SQ. FT. SPANISH

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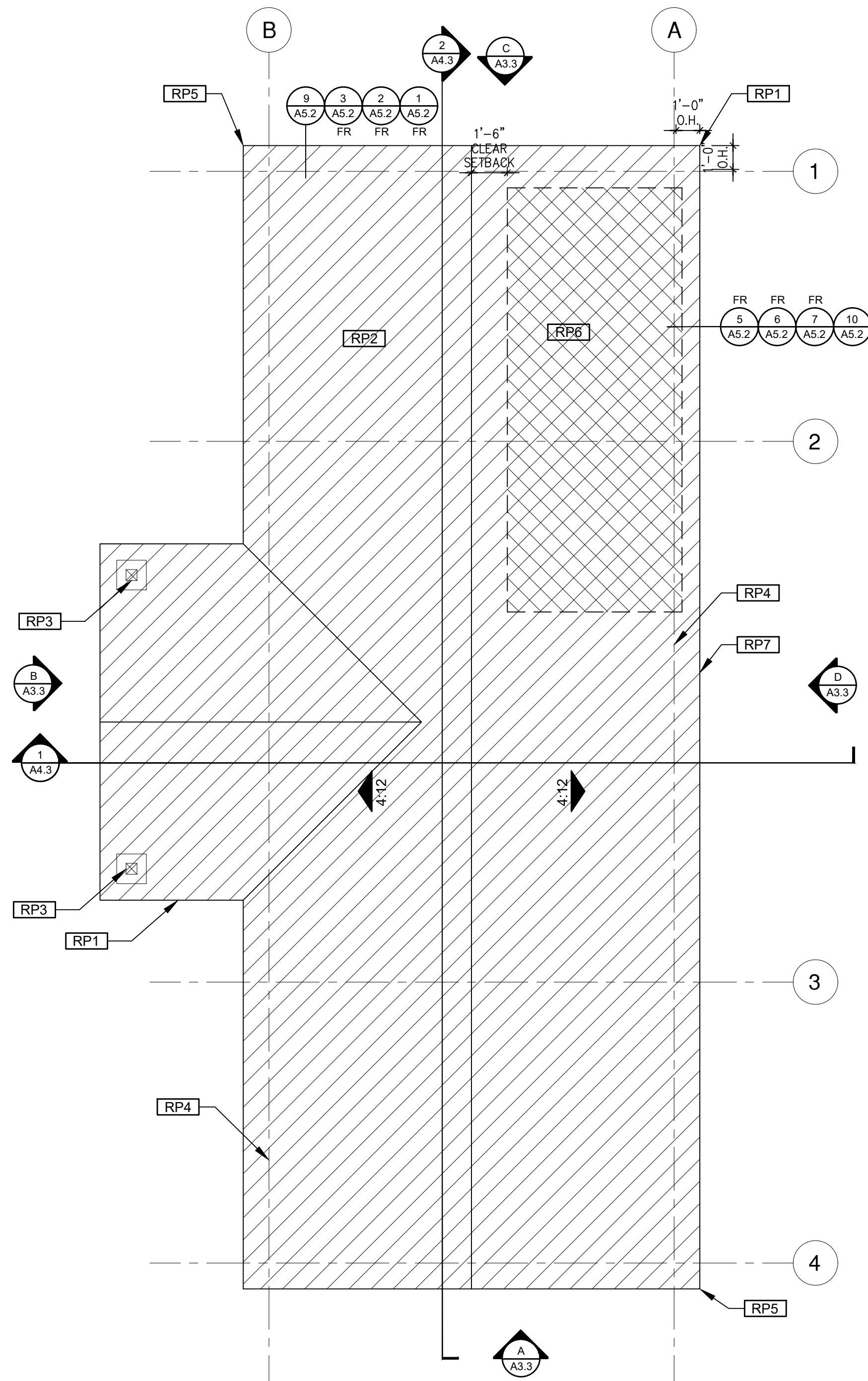
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ADU Program

revisions
description
Spanish
Roof Plan/
Floor Plan
2 Bedroom

date ## Month 20##
project no. 20##_xxxxxx
drawn by xxx/xxx
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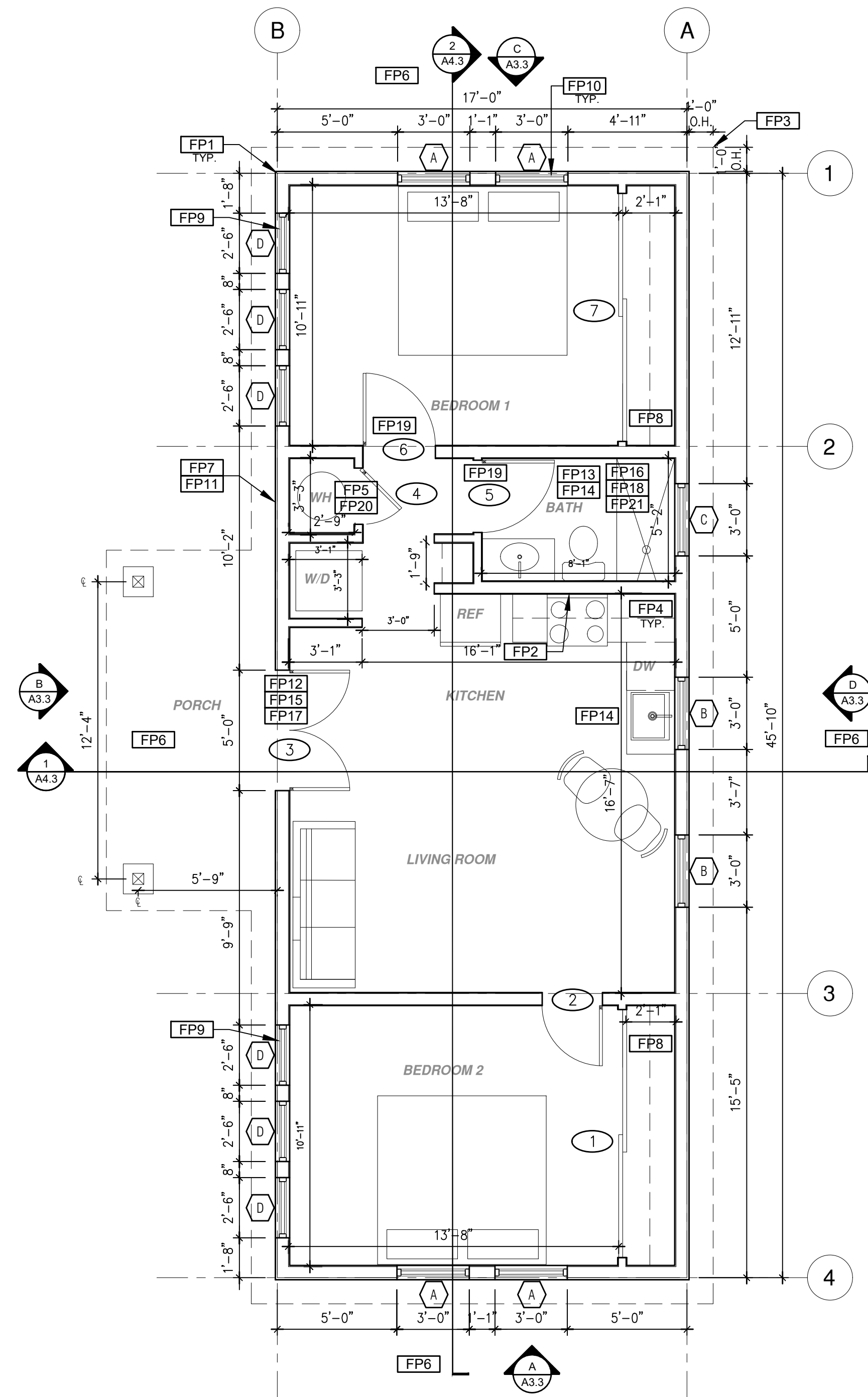
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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZE PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 32 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.</p> <p>FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE 1101.3(C), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1/4" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.</p> <p>FP16 WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL TO 72" ABOVE DRAIN AT SHOWERS OR TUB WITH SHOWERS. 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REFER TO SOLAR NOTES ON SHEET G0.2</p> <p> ROOFING</p> <p> KEYNOTE</p> <p> DOOR SYMBOL</p> <p> WINDOW SYMBOL</p> <p> CEILING HEIGHTS</p> <p> VAULTED CEILING</p> <p> ROOF SLOPE</p>



ROOF PLAN

1/4"=1'-0" 779 SQ. FT. TRADITIONAL



FLOOR PLAN

1/4"=1'-0" 779 SQ. FT. TRADITIONAL

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project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
**Traditional
Roof Plan/
Floor Plan
2 Bedroom**

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.3

ROOF KEYNOTES
RP1 LINE OF ROOF OVERHANG
RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2
RP3 SUPPORT POST BELOW
RP4 LINE OF WALLS BELOW
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FLOOR PLAN KEYNOTES
FP1 STUD WALL SIZE PER STRUCTURAL
FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING
FP3 LINE OF OVERHANG ABOVE
FP4 36" HIGH COUNTER
FP5 WATER HEATER
FP6 SLOPE SURFACE AWAY FROM BUILDING
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LEGEND			
	SECTION CUT		KEYNOTE
	ELEVATION CALLOUT		DOOR SYMBOL
	DETAIL DRAWING REF.		WINDOW SYMBOL
	WALL BELOW OR ROOF ABOVE		CEILING HEIGHTS
	SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2		VAULTED CEILING
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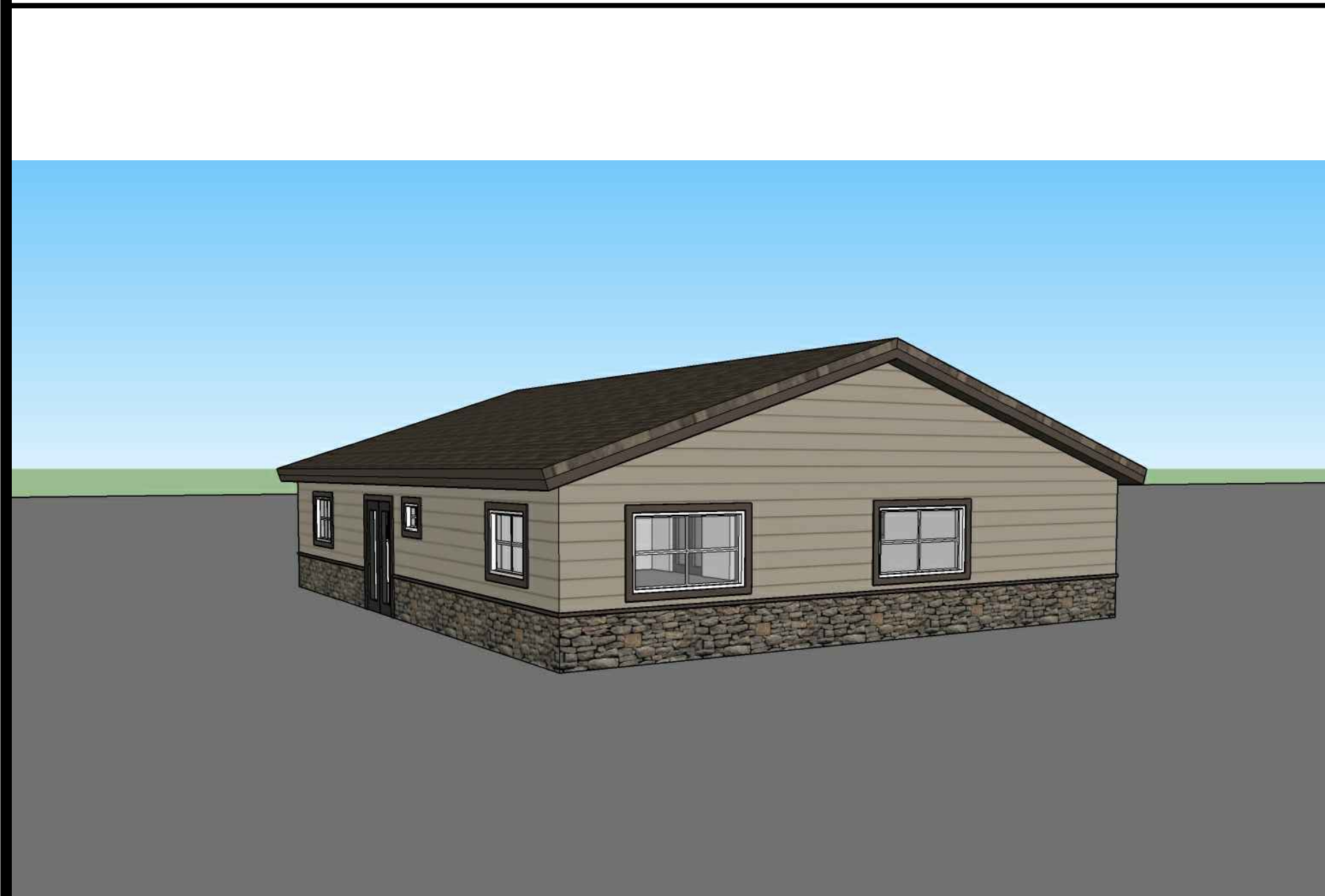
3 Bedroom - Ranch view #1



3 Bedroom - Spanish view #1



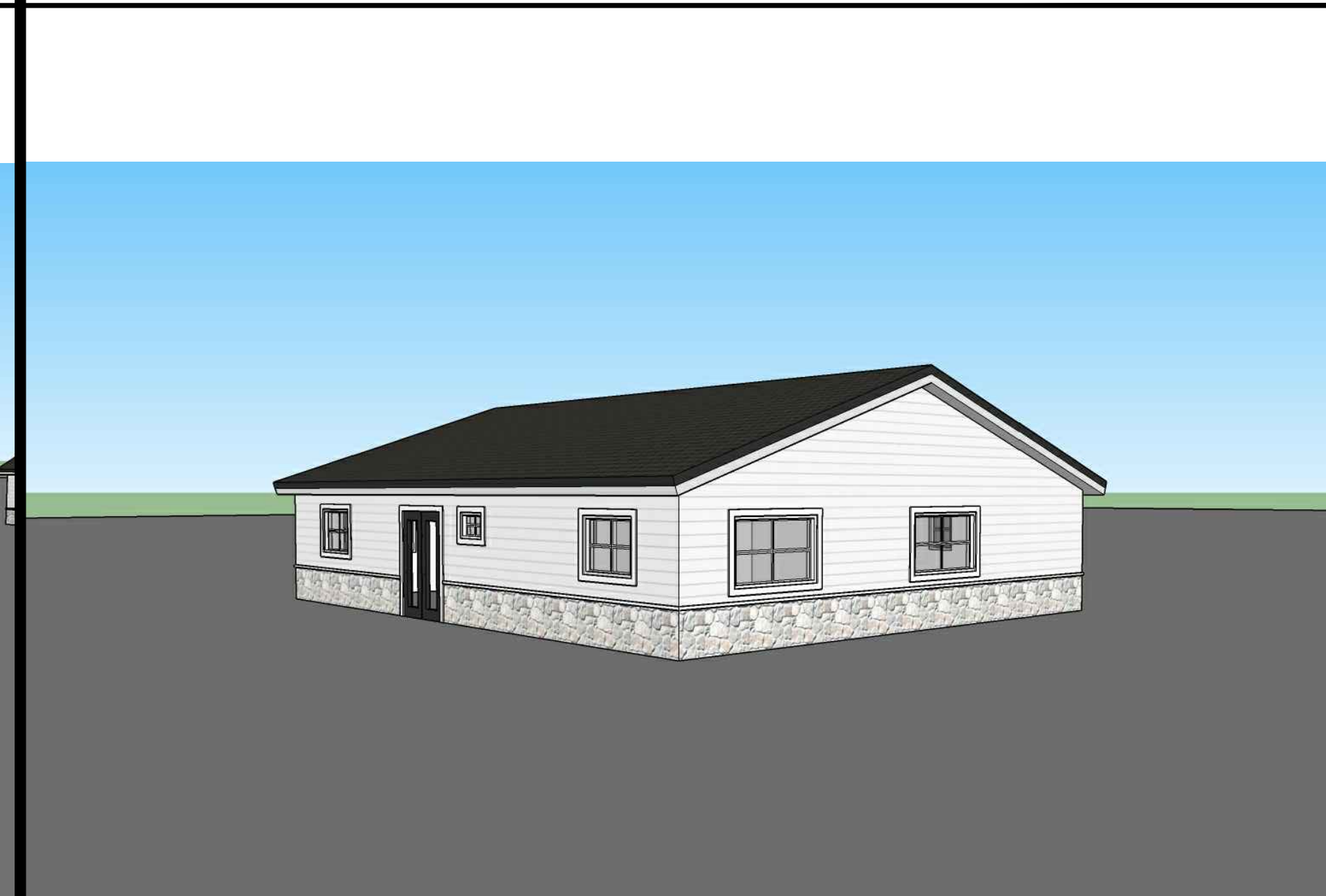
3 Bedroom - Traditional view #1



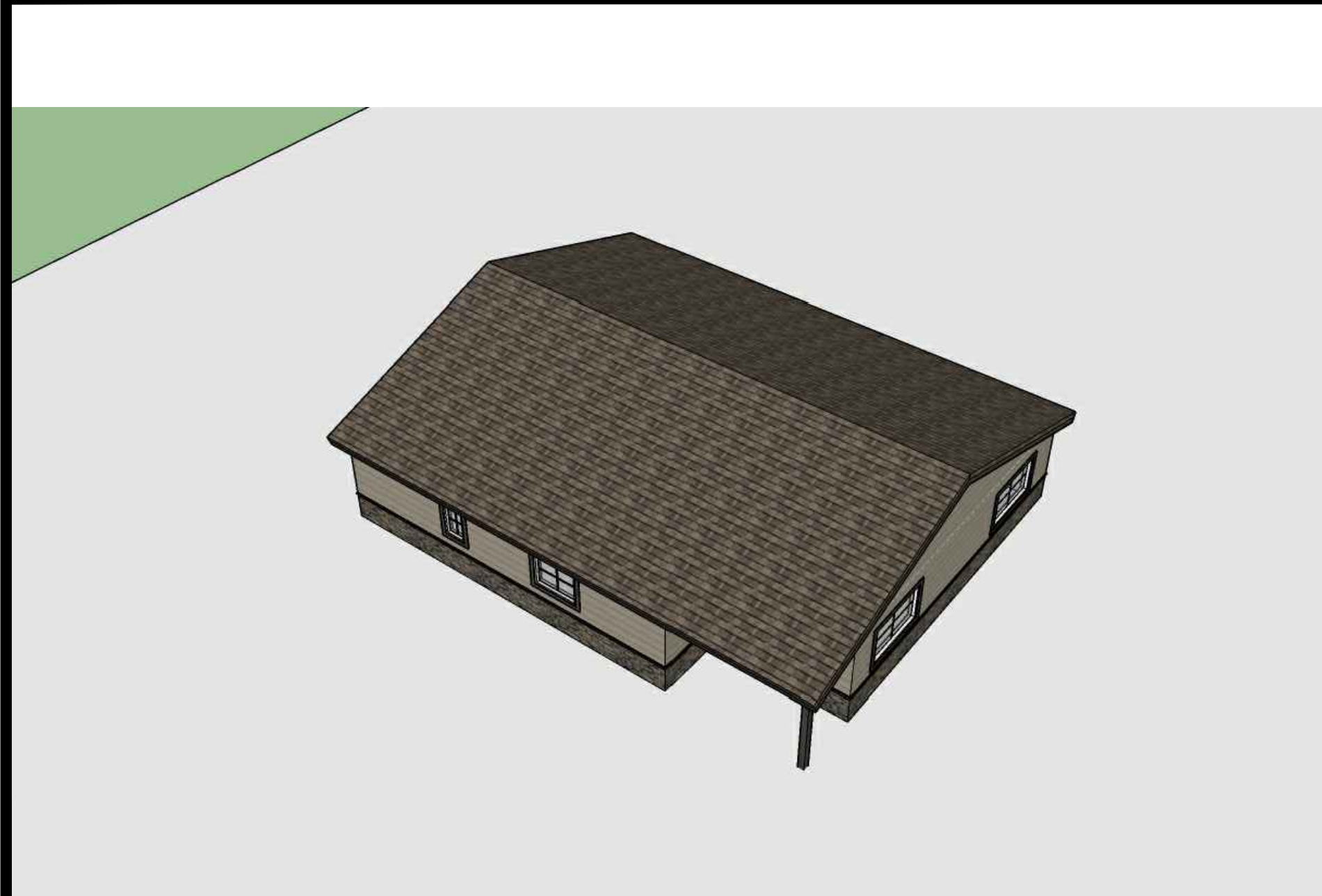
3 Bedroom - Ranch view #2



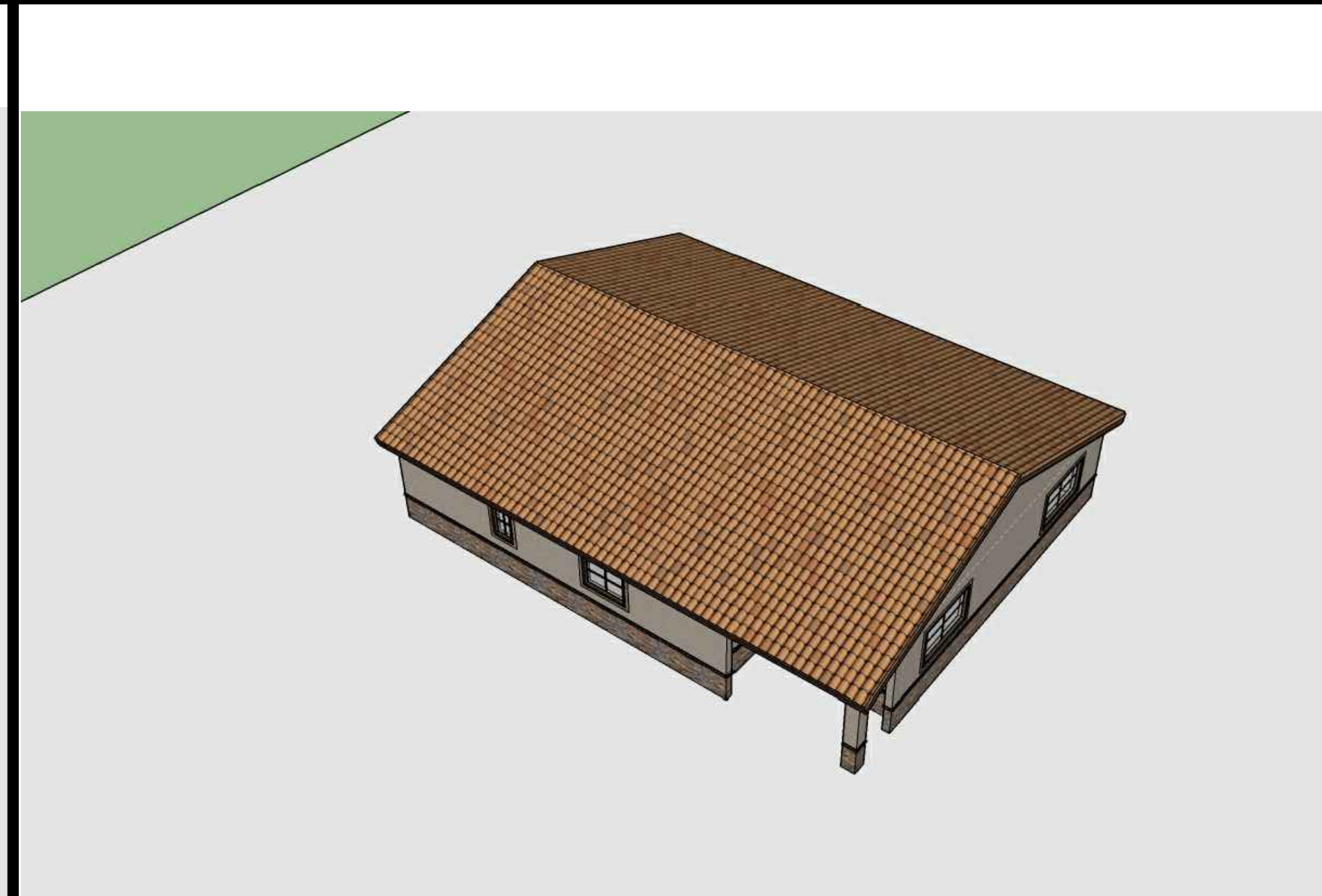
3 Bedroom - Spanish view #2



3 Bedroom - Traditional view #2



3 Bedroom - Ranch view #3



3 Bedroom - Spanish view #3



3 Bedroom - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions

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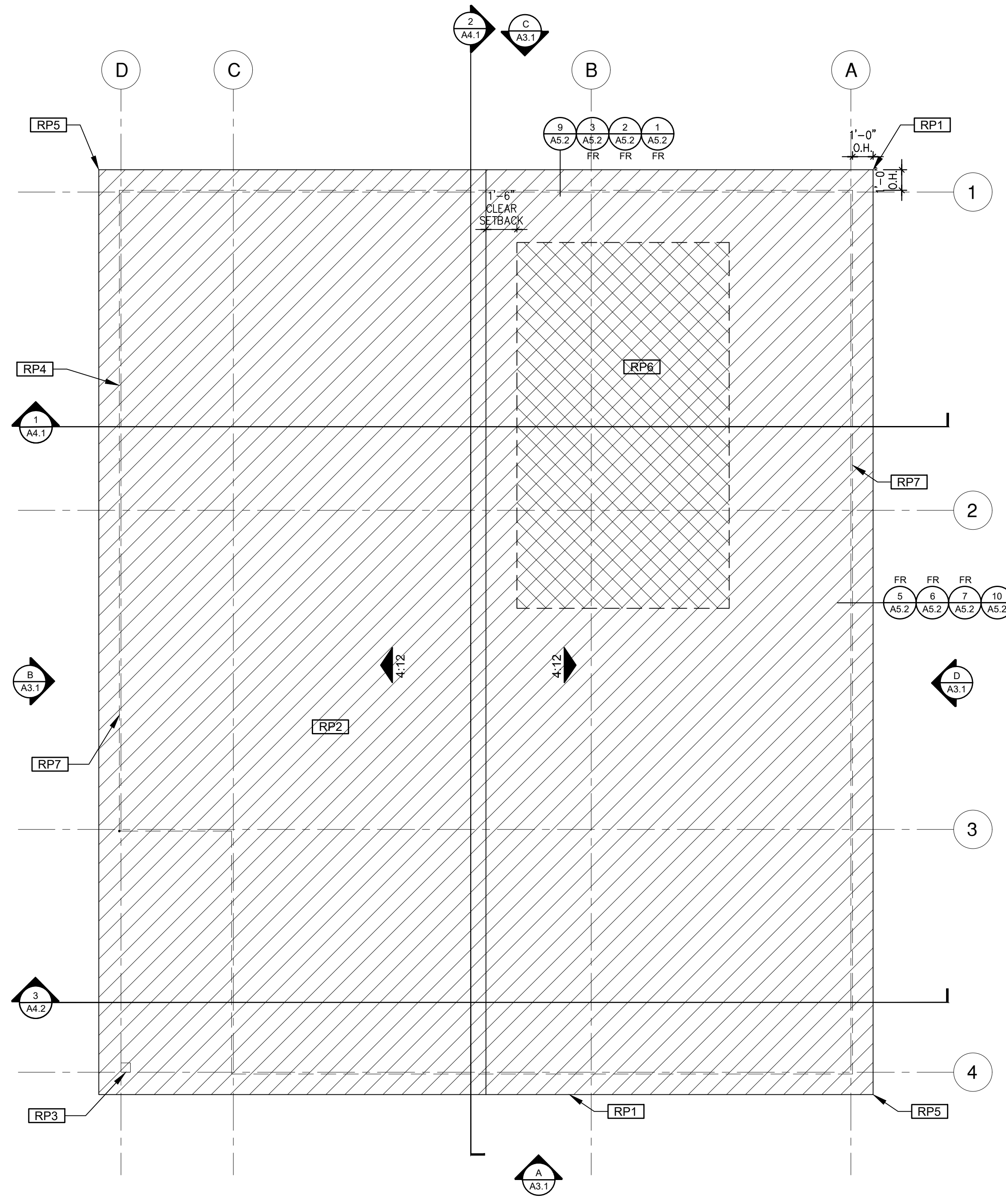
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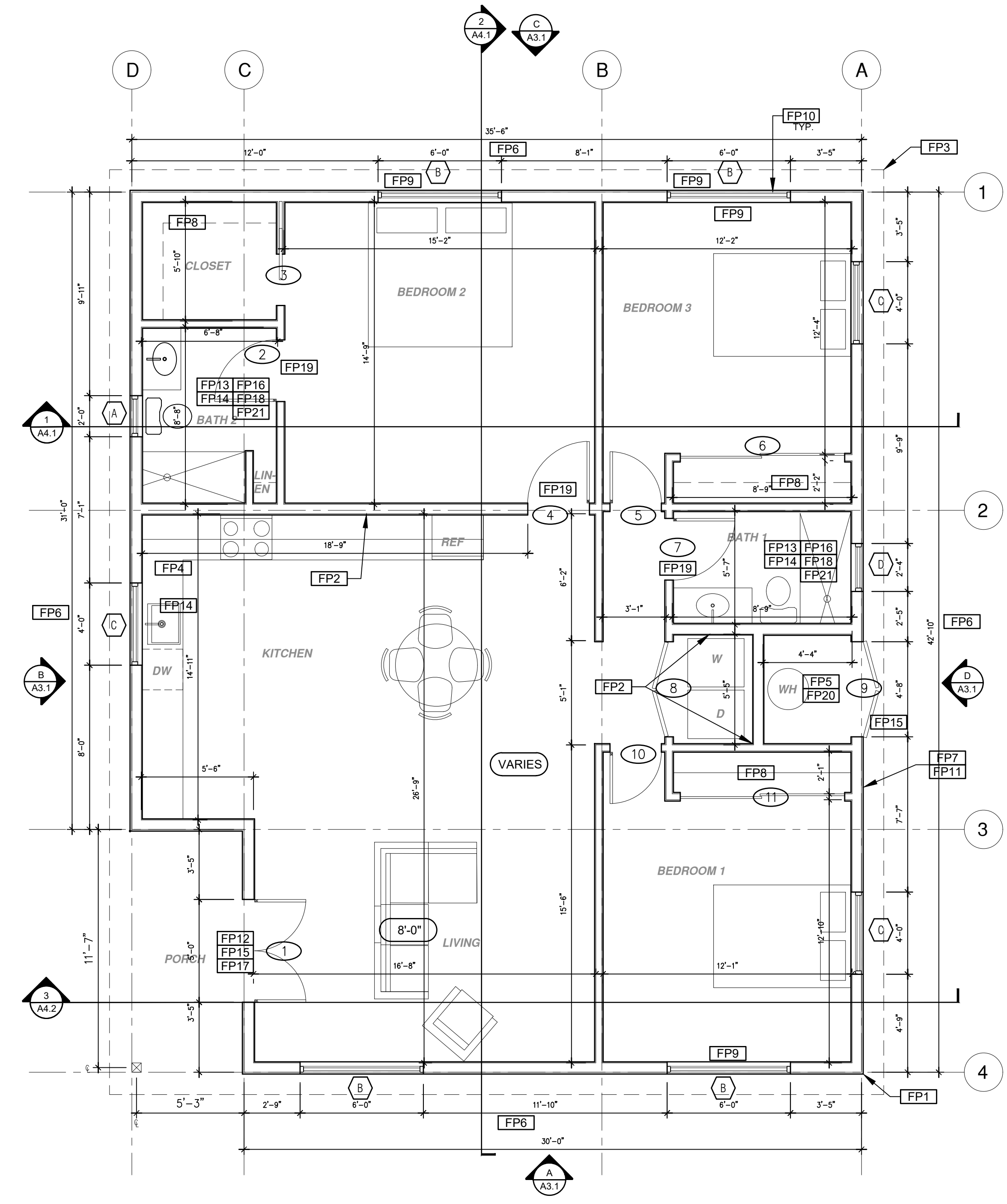
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sheet no. **T1.2**



ROOF PLAN
1/4"=1'-0" 1469 SQ. FT. RANCH



FLOOR PLAN
1/4"=1'-0" 1469 SQ. FT. RANCH

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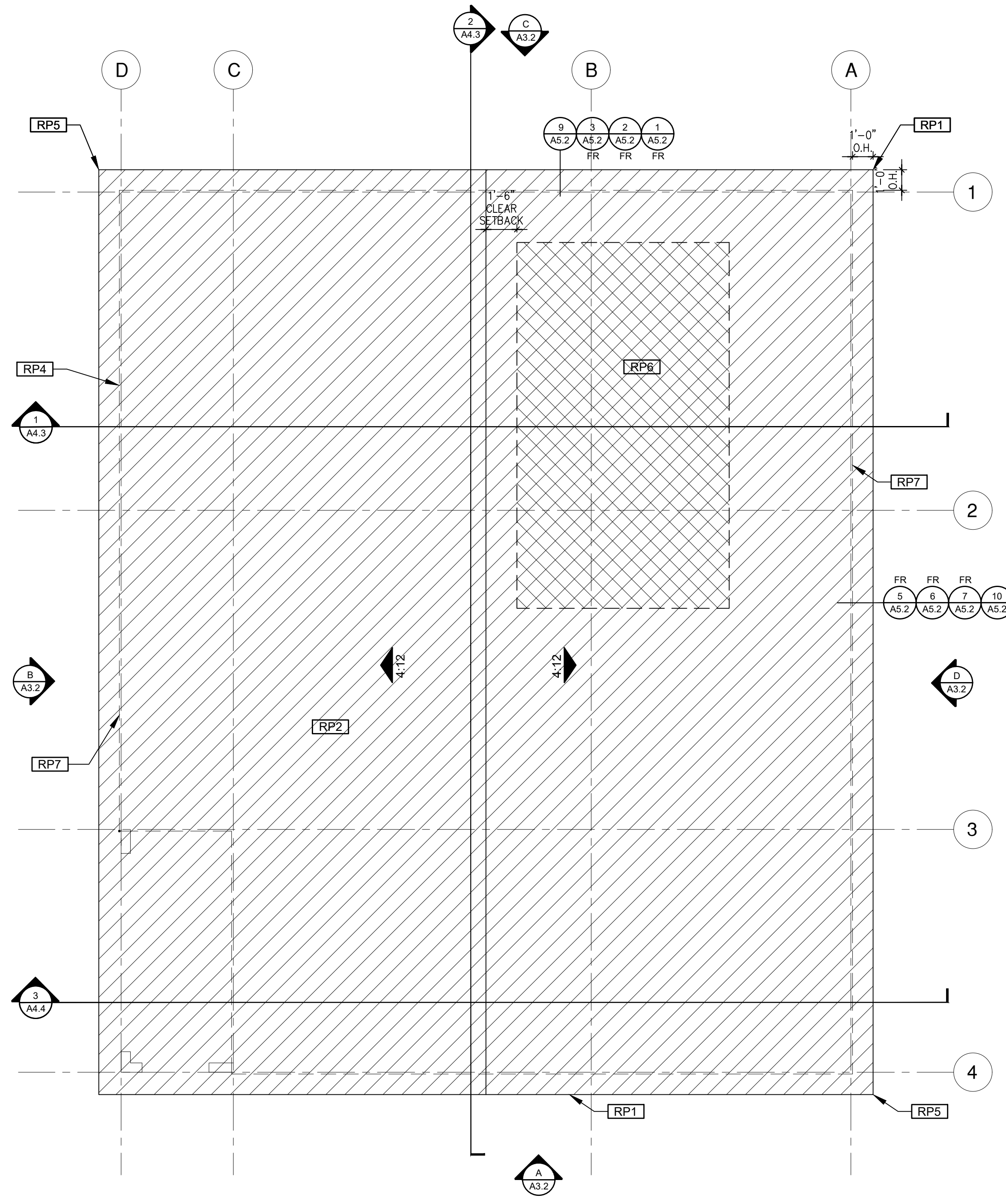
project
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Pre-Approved
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revisions
 description
Ranch
Roof Plan/
Floor Plan
3 Bedroom

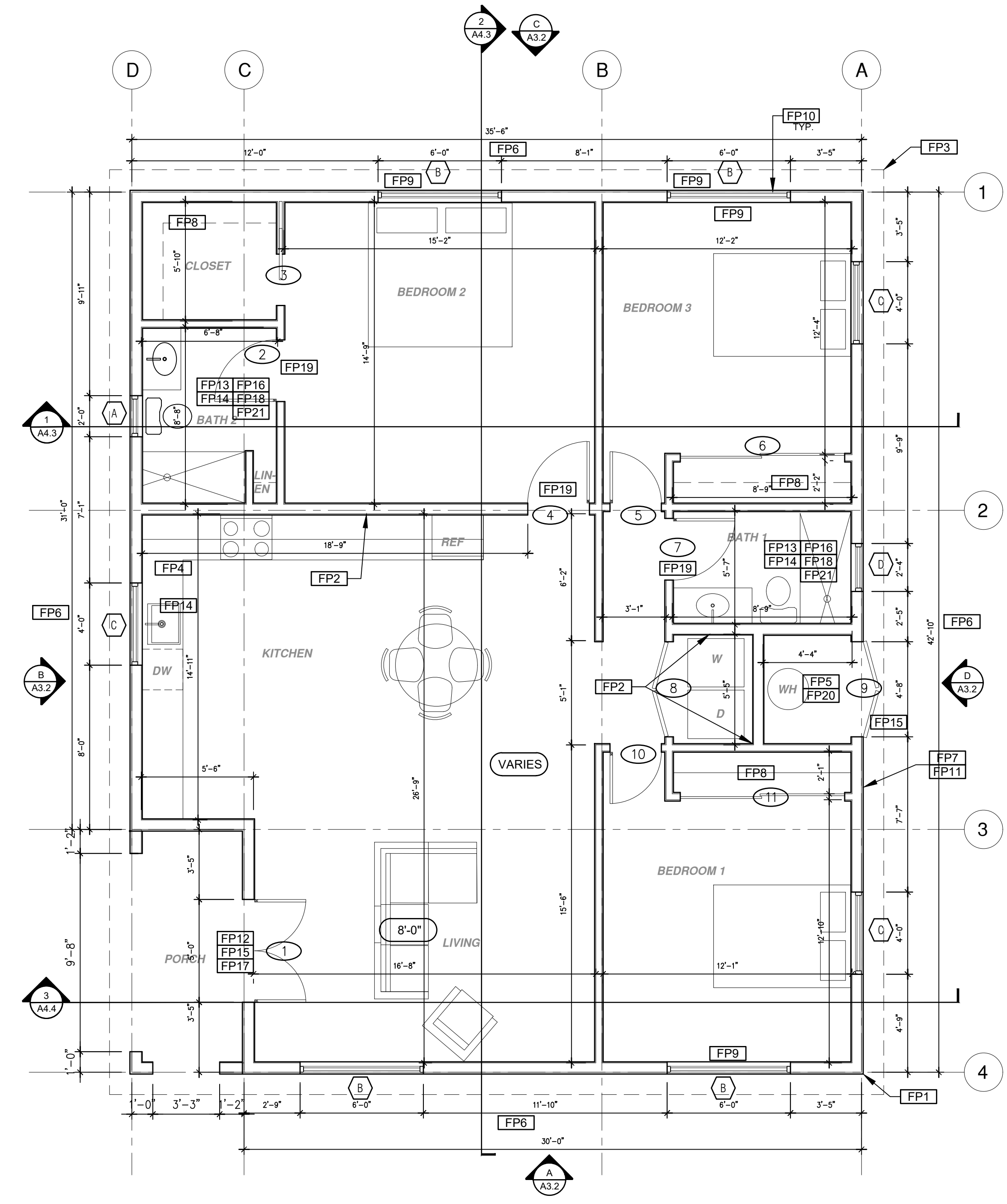
date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.1

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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ROOF PLAN
1/4"=1'-0" 1469 SQ. FT. SPANISH



FLOOR PLAN
1/4"=1'-0" 1469 SQ. FT. SPANISH

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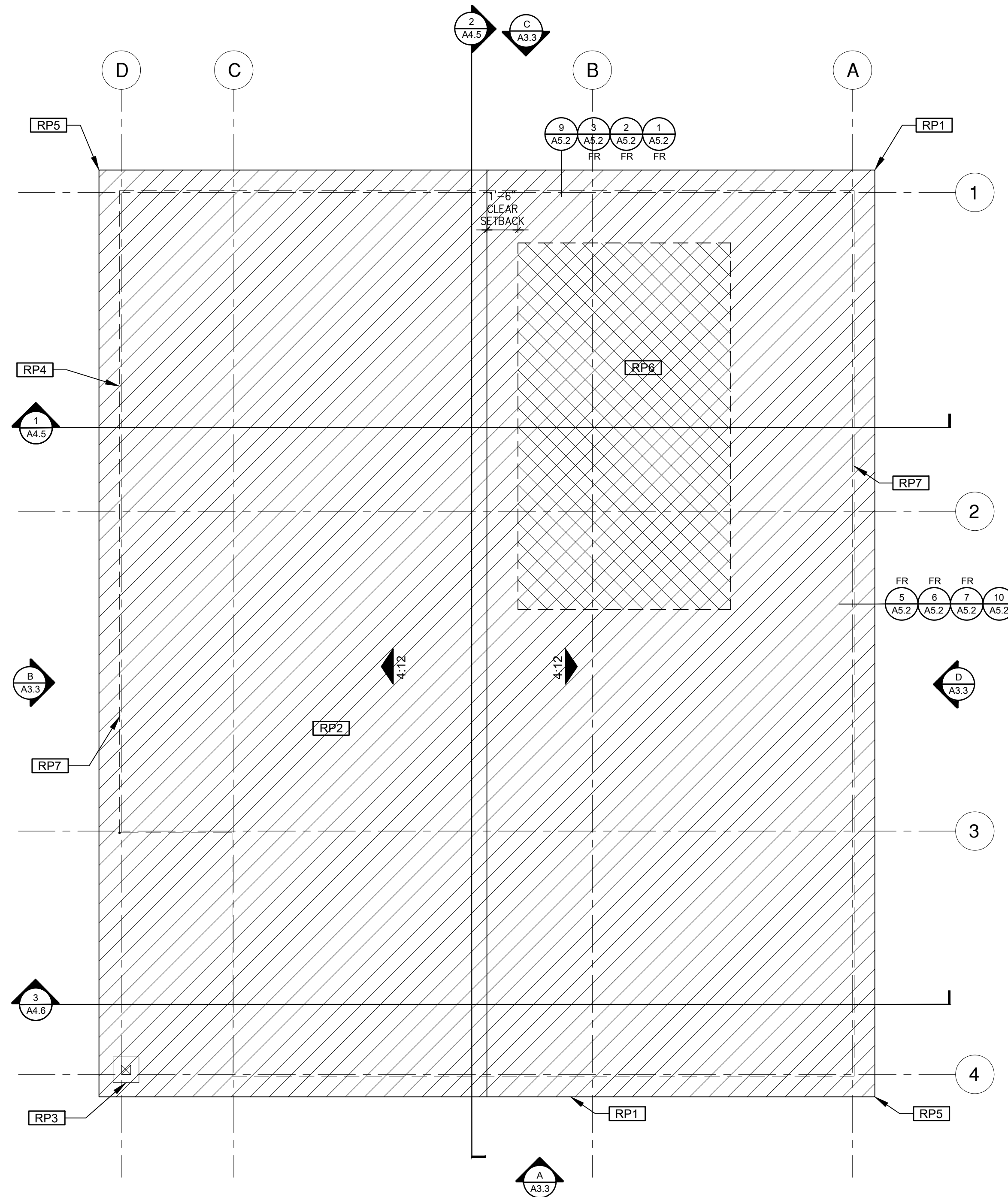
project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
Spanish
**Roof Plan/
 Floor Plan**
3 Bedroom

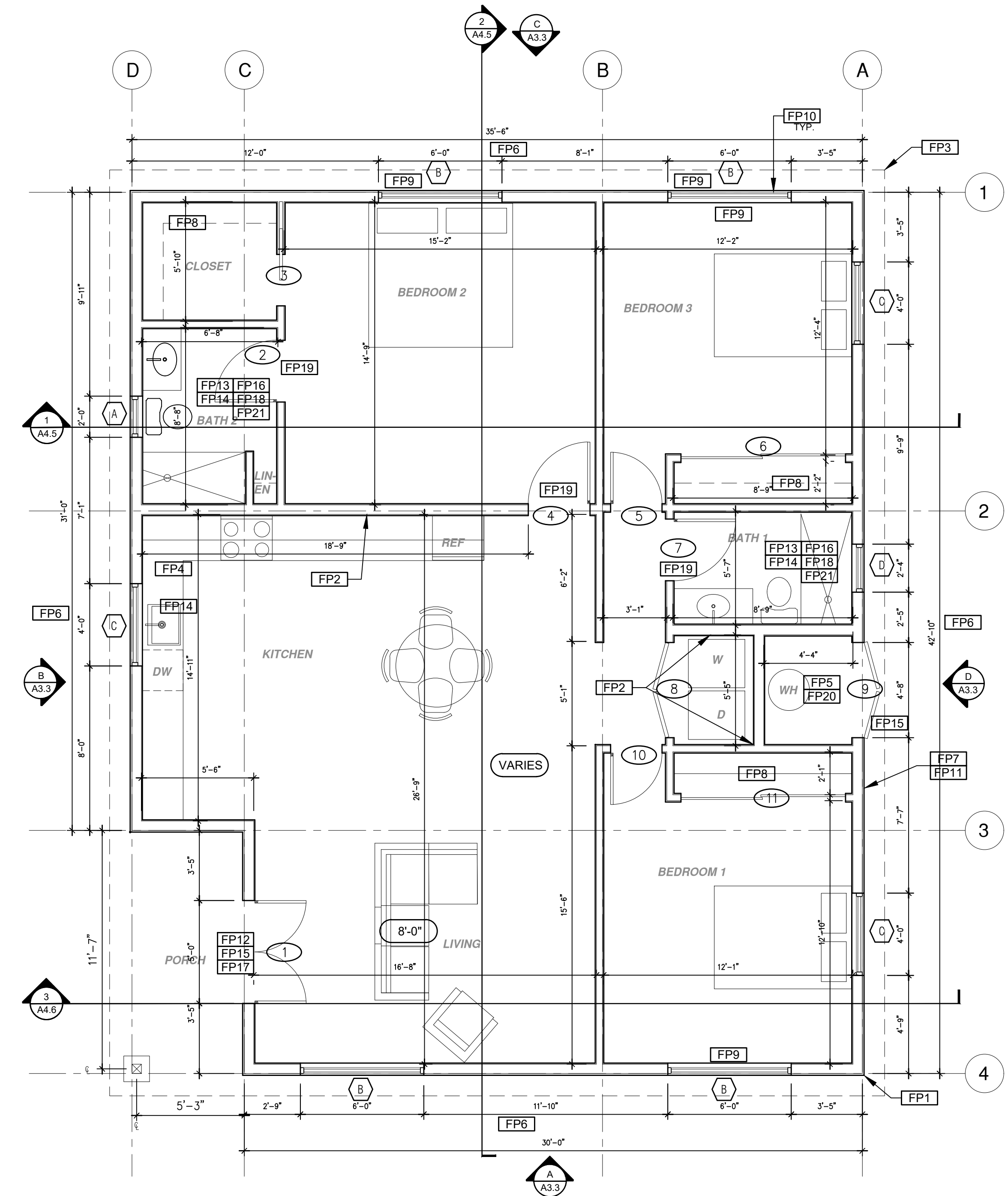
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 drawn by xxx/xxx
 sheet no.

A1.2

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND	
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ROOF PLAN
1/4"=1'-0" 1469 SQ. FT. TRADITIONAL



FLOOR PLAN
1/4"=1'-0" 1469 SQ. FT. TRADITIONAL

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project
County of Inyo
Pre-Approved
ADU Program

revisions
 description
**Traditional
Roof Plan/
Floor Plan
3 Bedroom**

date ## Month 20##
 project no. 20##_xxxxxx
 drawn by xxx/xxx
 sheet no.

A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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(Symbol: Square with line)</p> <p>WALL BELOW OR ROOF ABOVE (Symbol: Dashed line)</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 (Symbol: Hatched area)</p> <p>ROOFING (Symbol: Diagonal lines)</p> <p>KEYNOTE (Symbol: X)</p> <p>DOOR SYMBOL (Symbol: X)</p> <p>WINDOW SYMBOL (Symbol: X)</p> <p>CEILING HEIGHTS (Symbol: X-X')</p> <p>VAULTED CEILING (Symbol: V)</p> <p>ROOF SLOPE (Symbol: X:12)</p>

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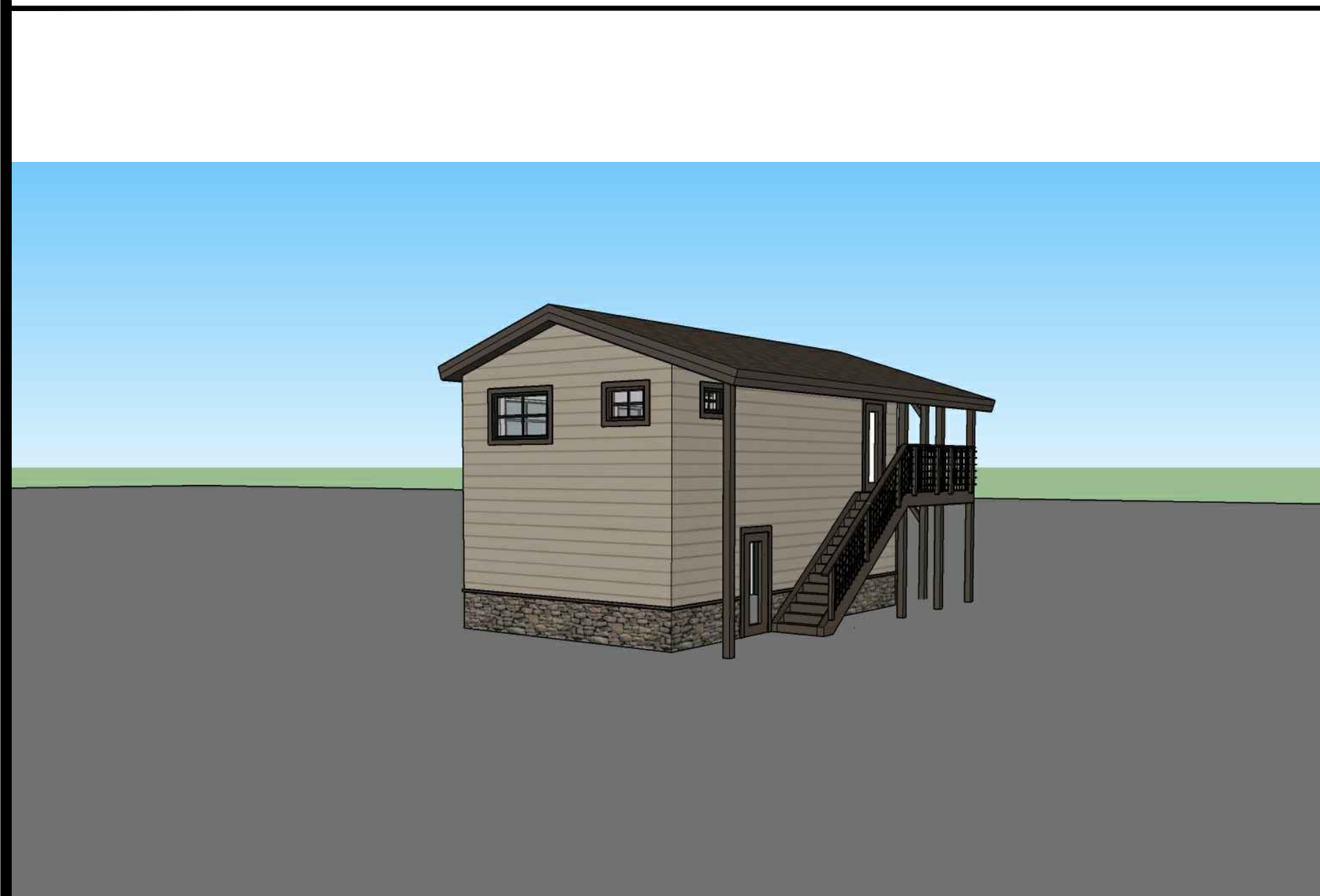
Single Car Garage - Ranch view #1



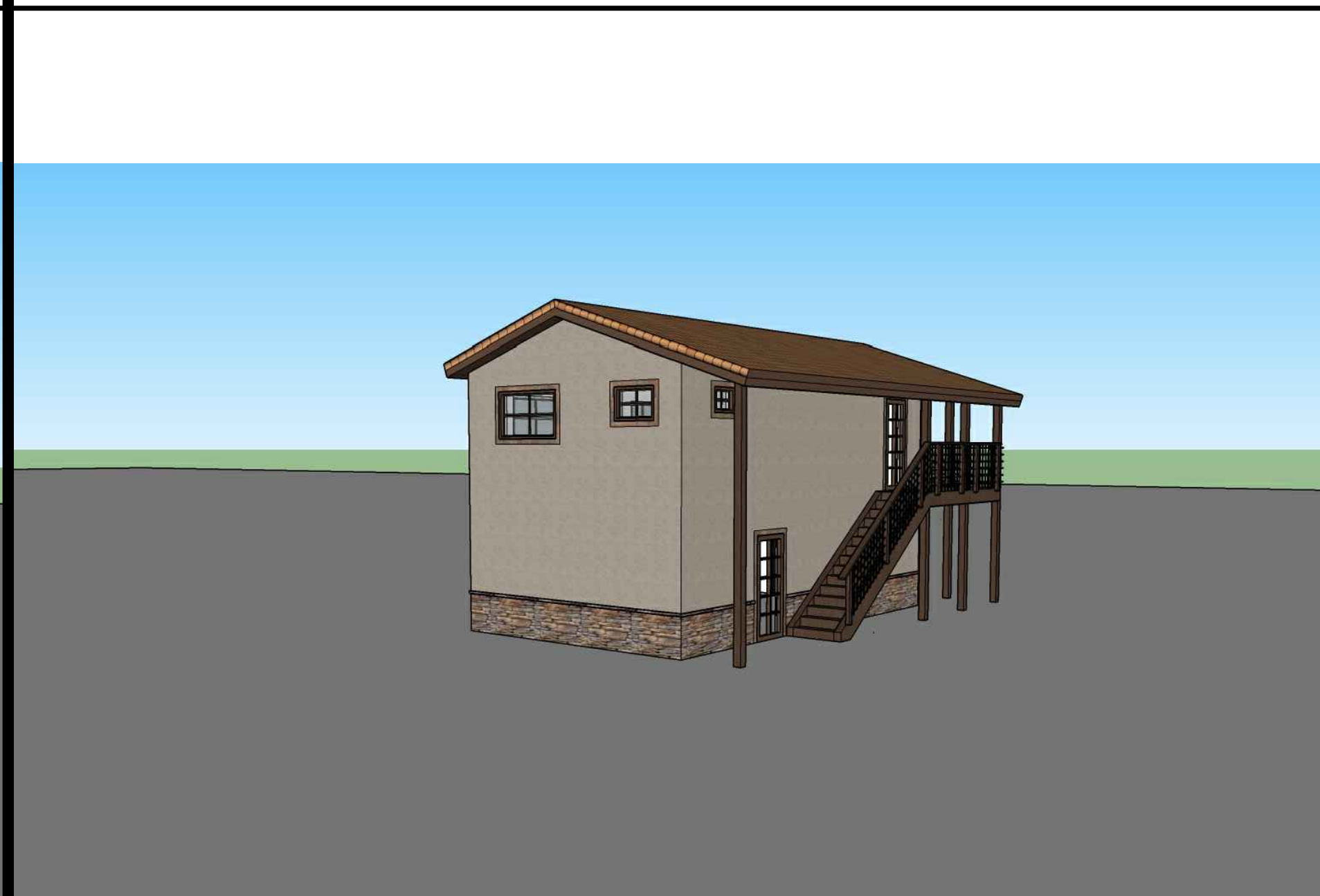
Single Car Garage - Spanish view #1



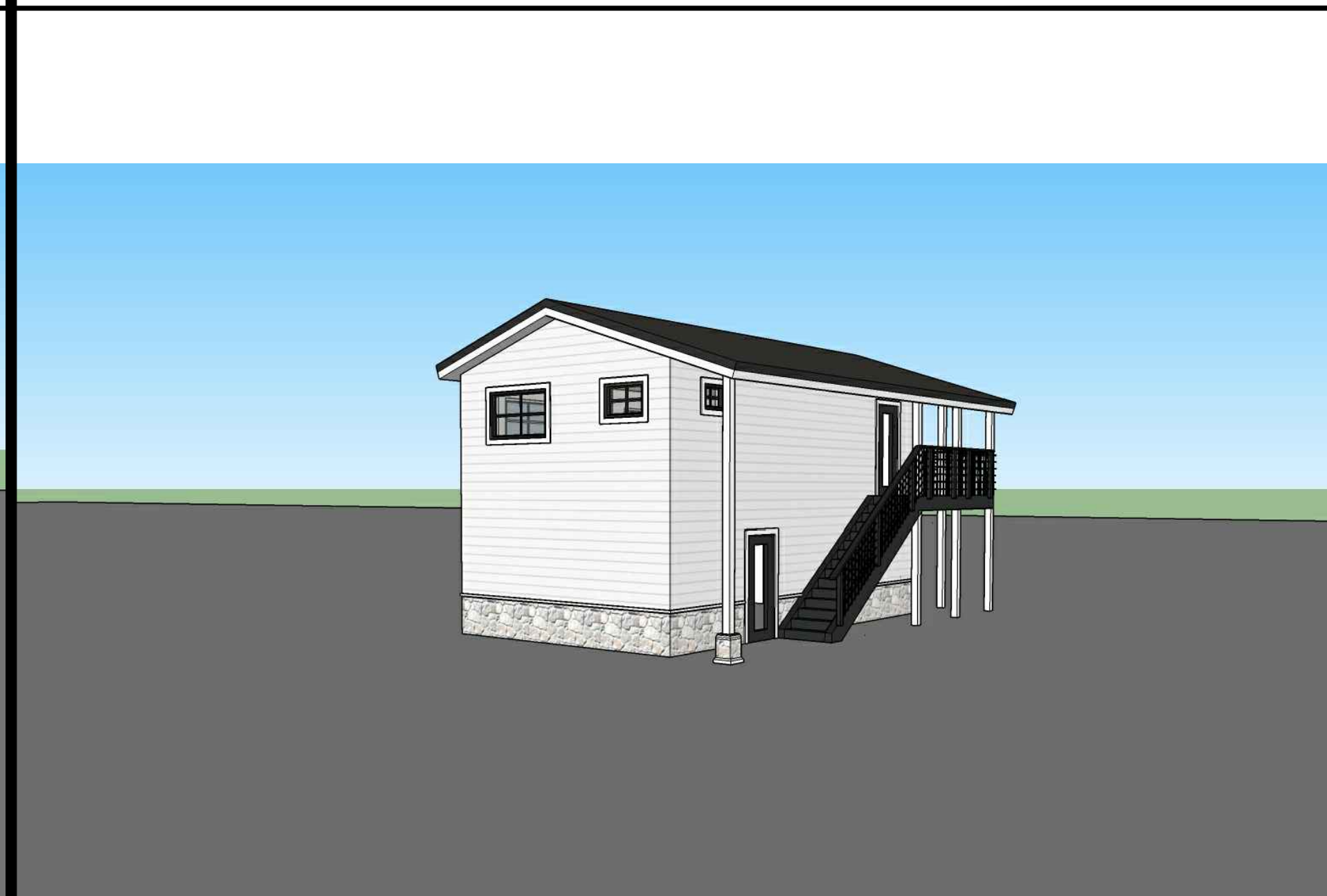
Single Car Garage - Traditional view #1



Single Car Garage - Ranch view #2



Single Car Garage - Spanish view #2



Single Car Garage - Traditional view #2



Single Car Garage - Ranch view #3



Single Car Garage - Spanish view #3



Single Car Garage - Traditional view #3

project
 County of Inyo
 Pre-Approved
 ADU Program

revisions

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description

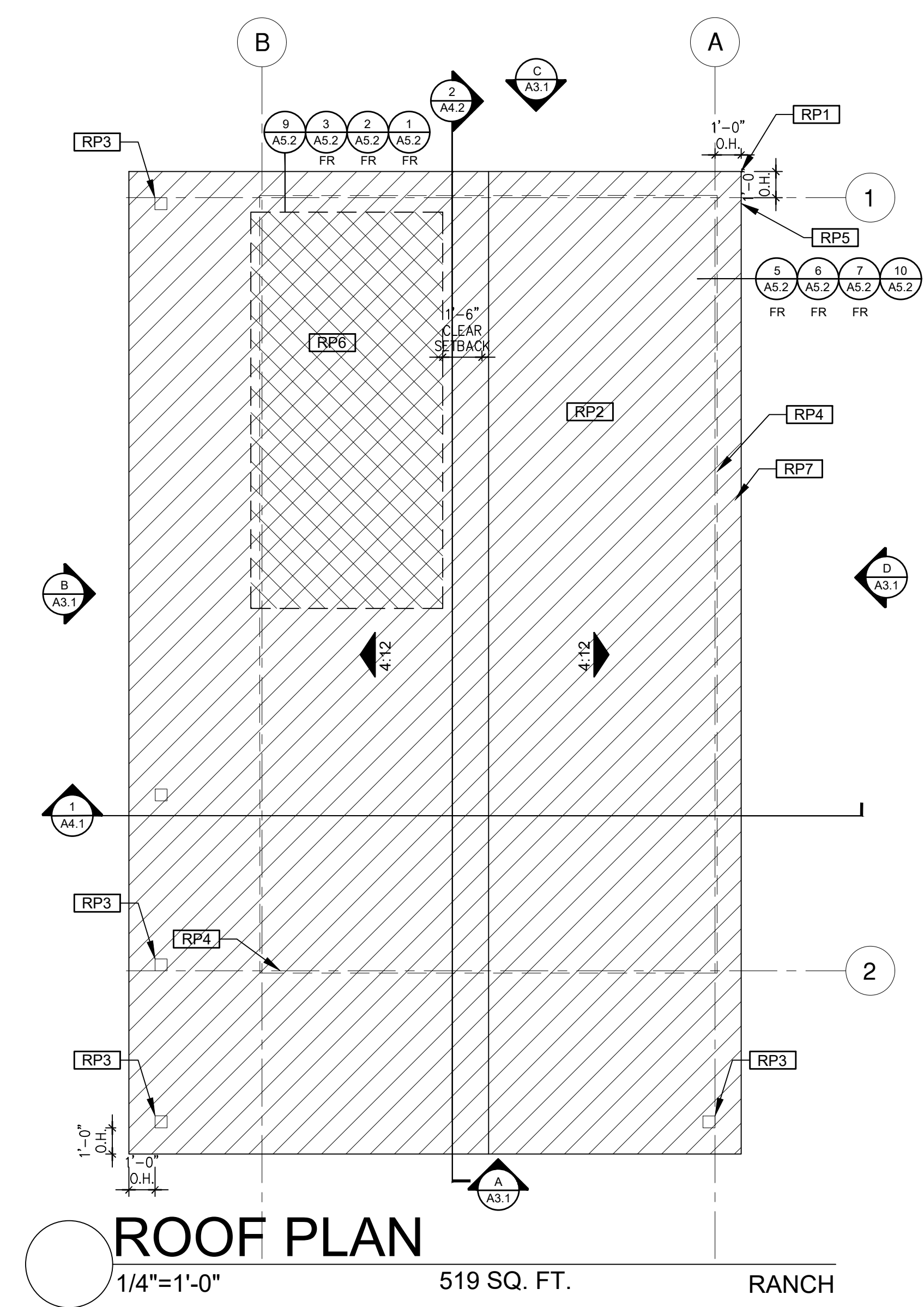
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date ## Month 20##

project no. 20##_xxxxx

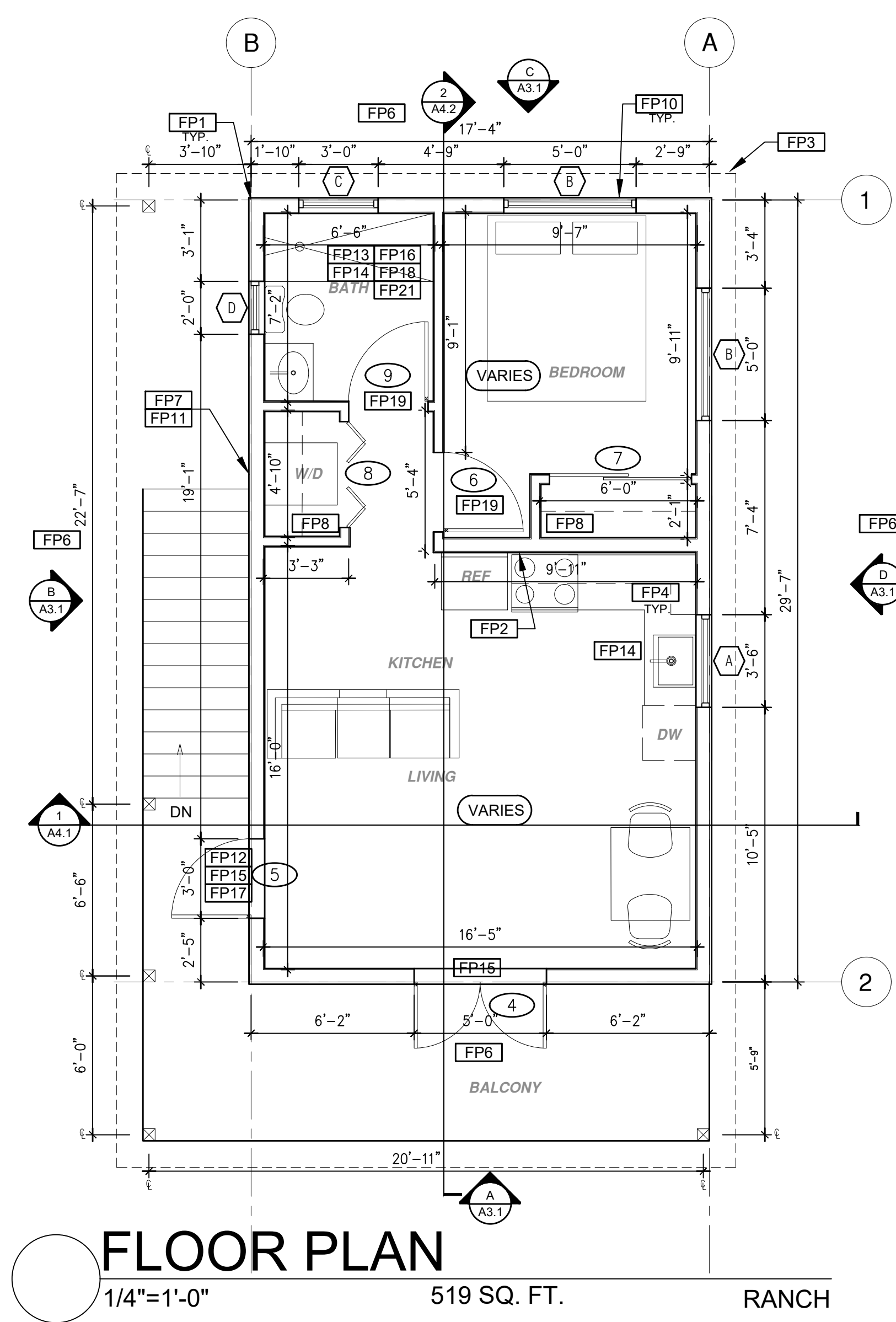
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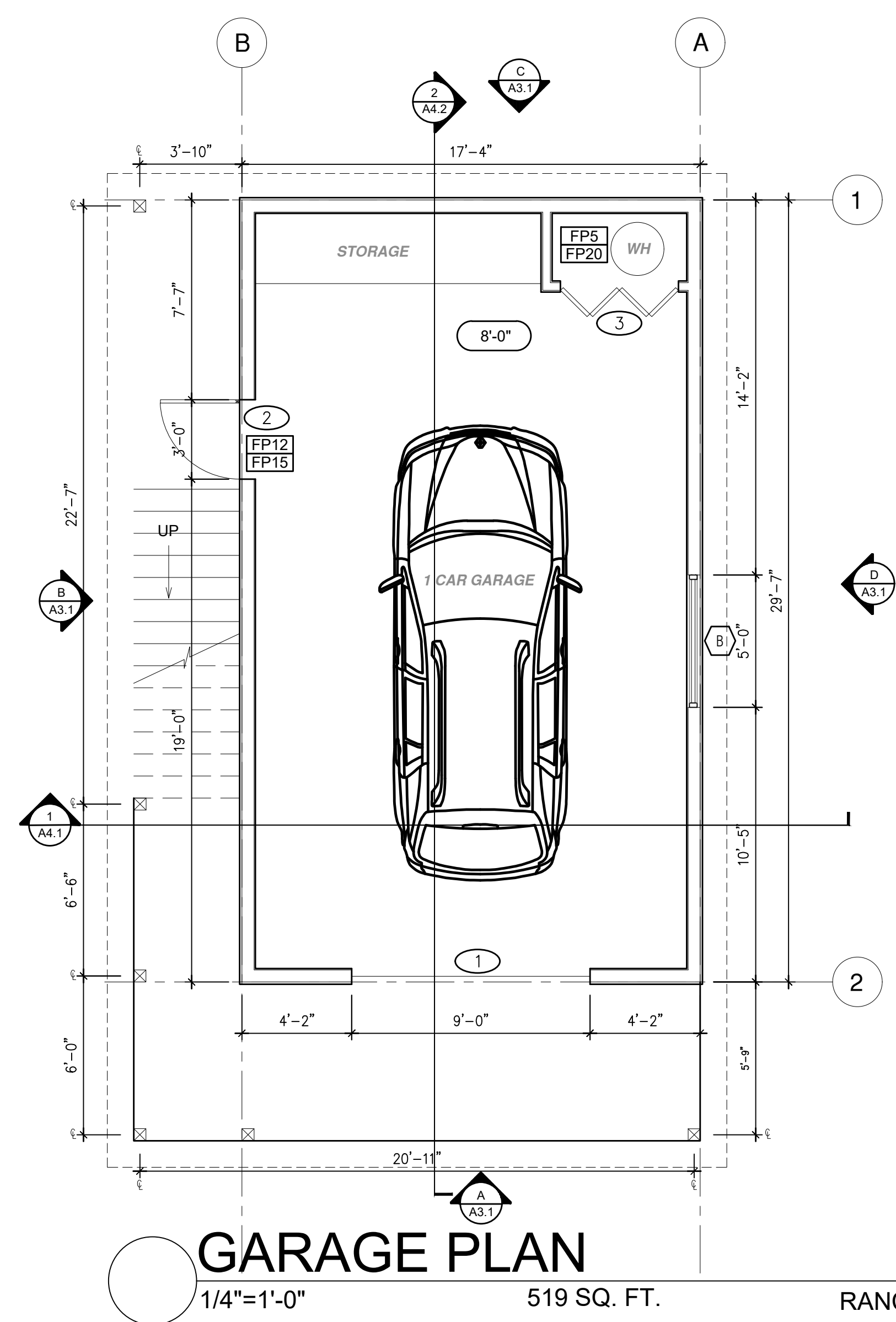
ROOF PLAN

1/4"=1'-0" 519 SQ. FT. RANCH



FLOOR PLAN

1/4"=1'-0" 519 SQ. FT. RANCH



GARAGE PLAN

1/4"=1'-0" 519 SQ. FT. RANCH

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project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
Ranch
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##

project no. 20##_#####

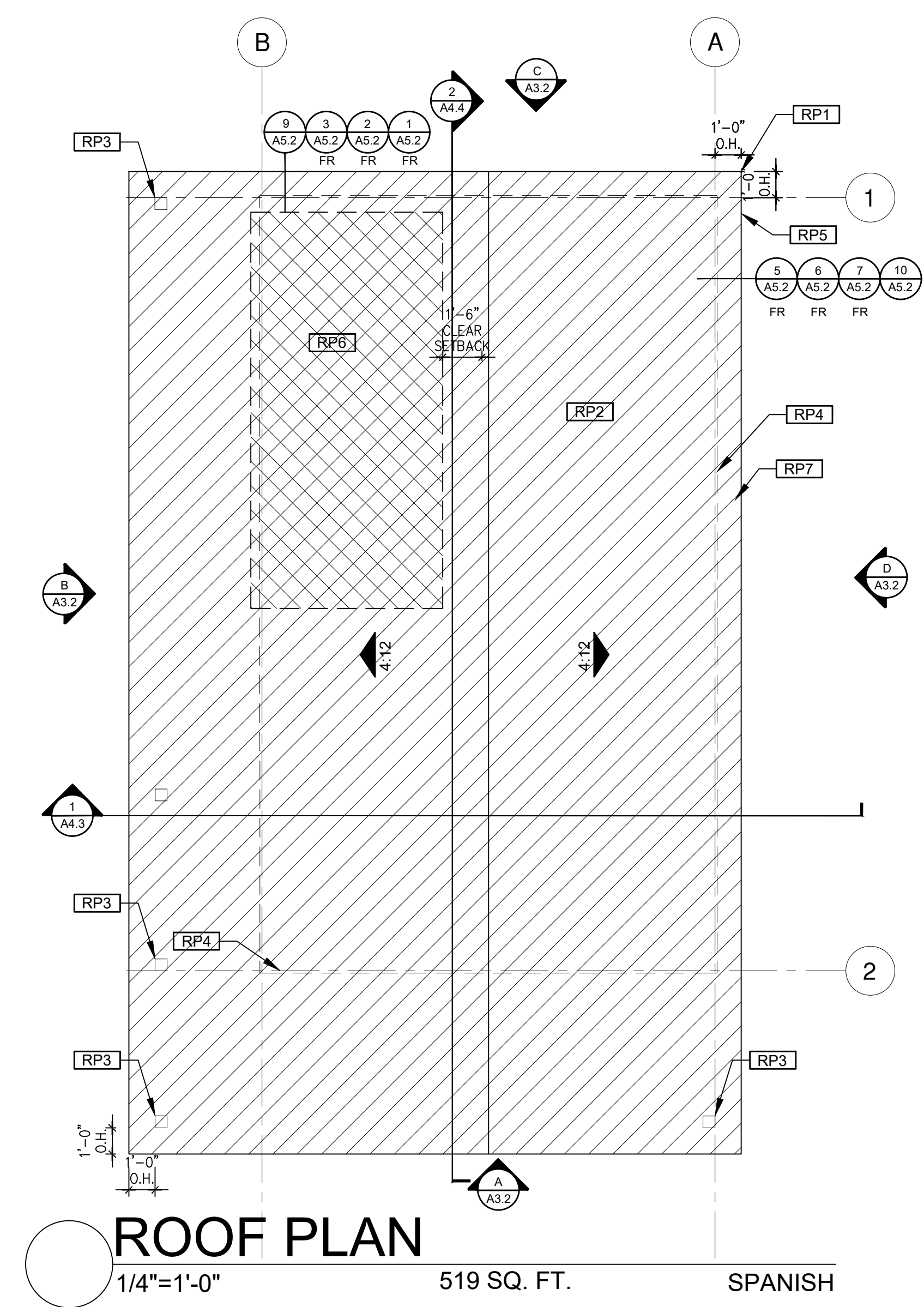
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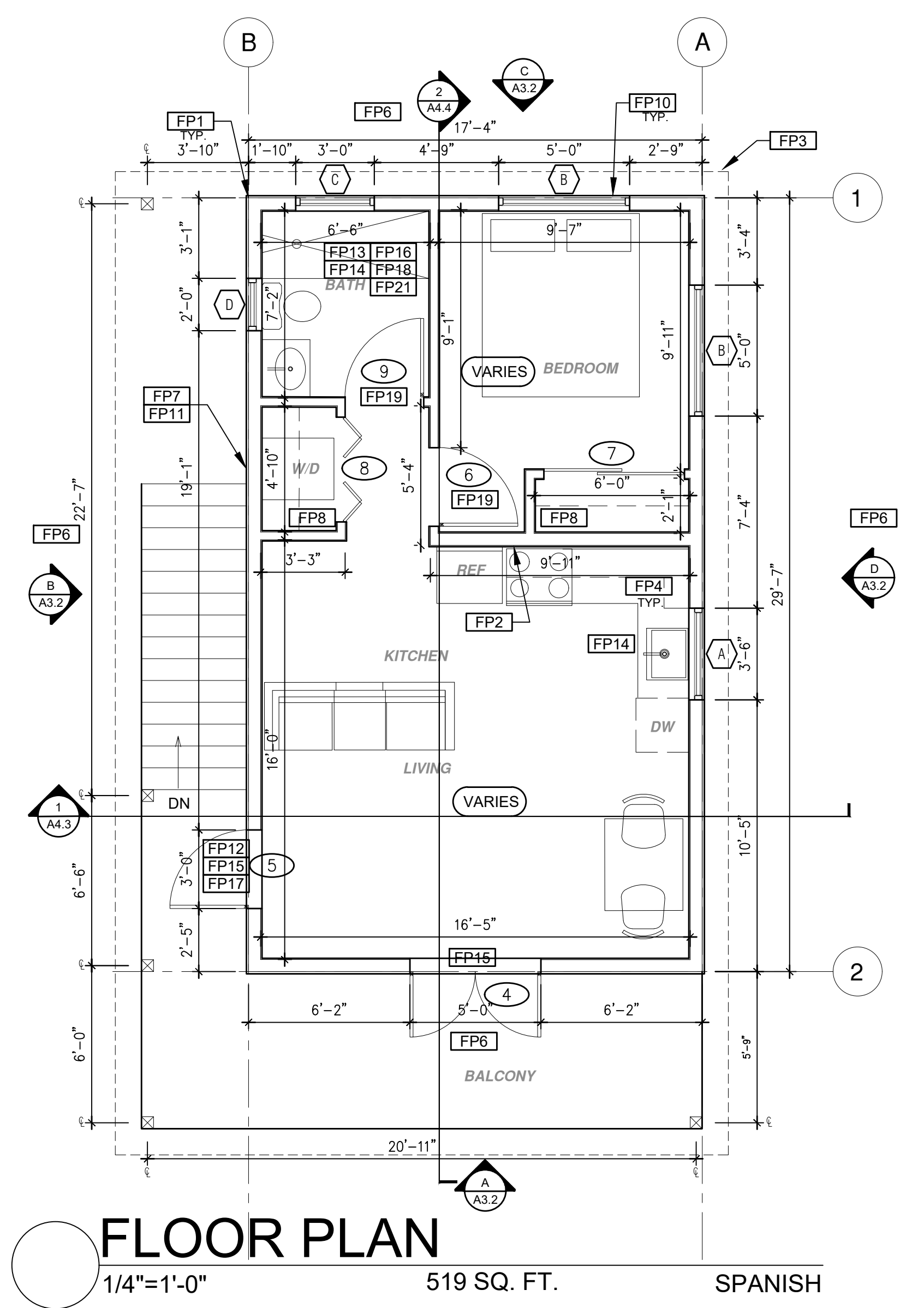
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ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
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[Symbol] WINDOW SYMBOL [Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol] CEILING HEIGHTS [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol] VAULTED CEILING [Symbol]</p> <p>ROOFING [Symbol] ROOF SLOPE [Symbol]</p>

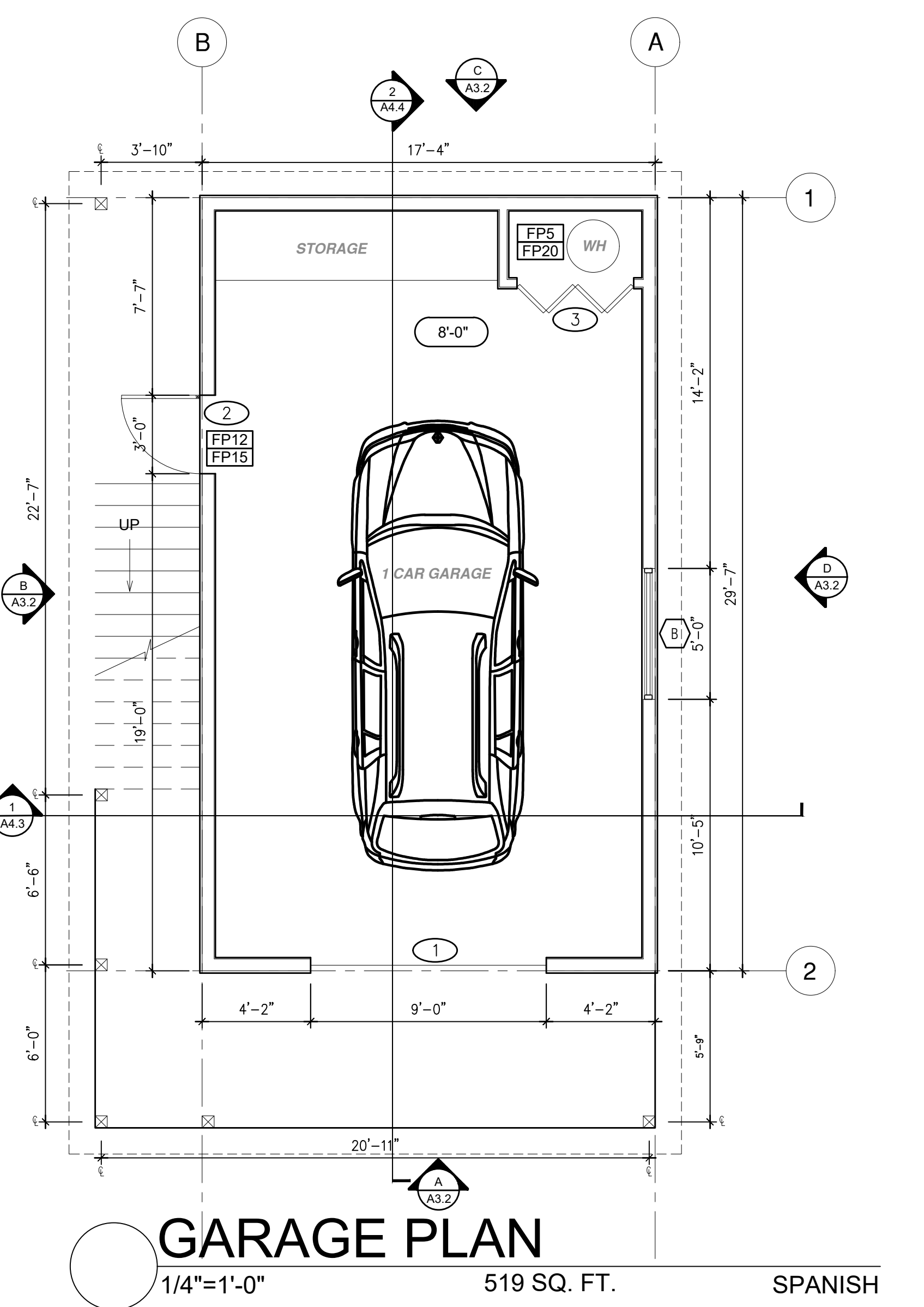
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ROOF PLAN
1/4"=1'-0" 519 SQ. FT. SPANISH



FLOOR PLAN
1/4"=1'-0" 519 SQ. FT. SPANISH



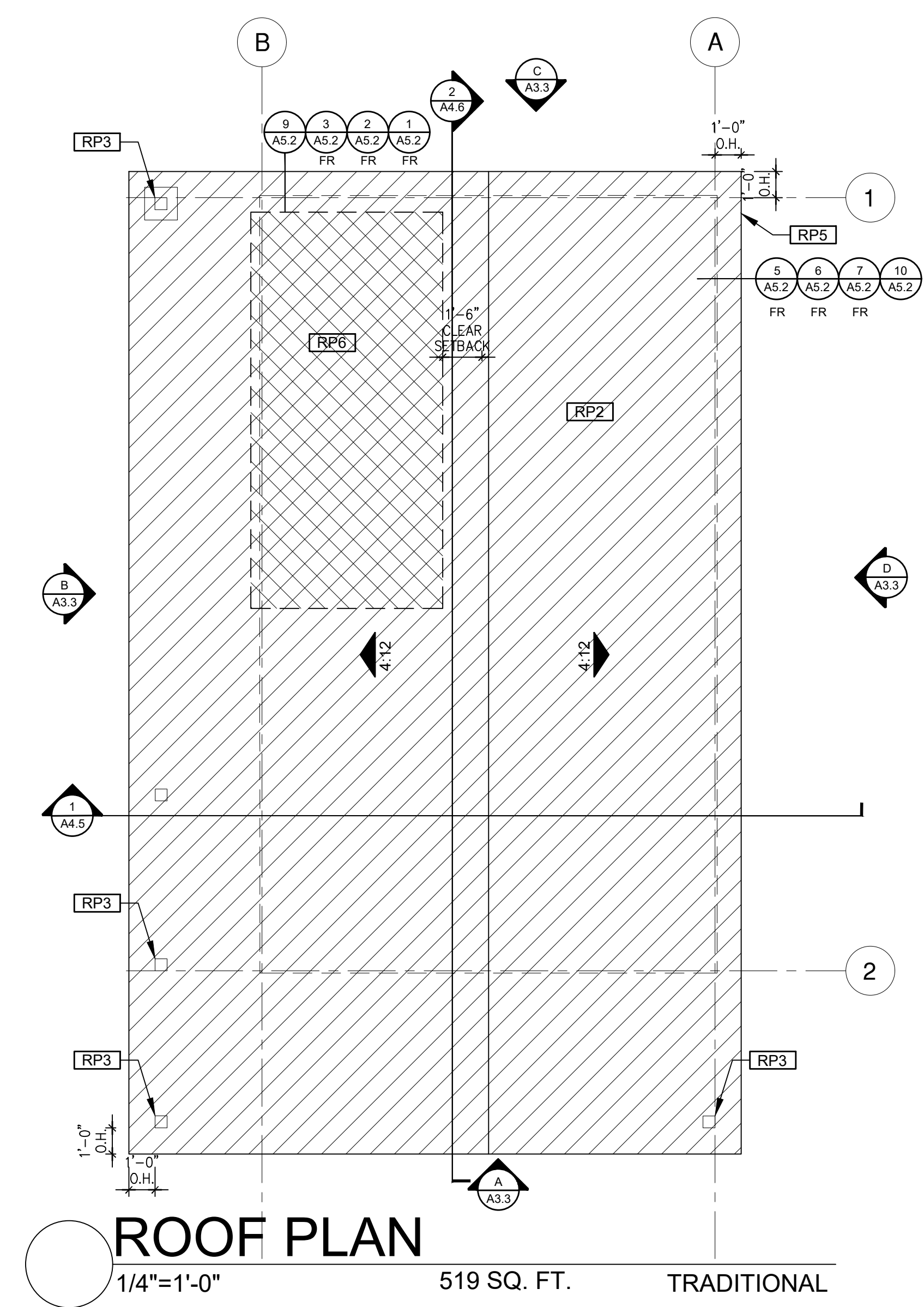
GARAGE PLAN
1/4"=1'-0" 519 SQ. FT. SPANISH

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THE SOLAR ZONE SHALL BE LOCATED ON THE ROOF OR OVERHANG OF THE BUILDING AND HAVE A TOTAL AREA OF NO LESS THAN 250SQFT.</p> <p>FOR PHOTOVOLTAIC ARRAYS OCCUPYING NOT MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN AN 18-INCH (457 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE. FOR PHOTOVOLTAIC ARRAYS OCCUPYING MORE THAN 33 PERCENT OF THE PLAN VIEW TOTAL ROOF AREA, NOT LESS THAN A 36-INCH (914 MM) CLEAR SETBACK IS REQUIRED ON BOTH SIDES OF A HORIZONTAL RIDGE.</p> <p>CAPACITY OF THE PV SYSTEMS PER THE CF1R-PRF: _____</p> <p>VENTING CALCULATIONS</p> <p>ROOF VENTING: 1SF. OF ROOF VENTING PER 150 SF. OF ENCLOSED AREA OR ENCLOSED RAFTER AREA. ENCLOSED RAFTER AREA: 519_SF. VENTILATION AREA REQUIRED: 519_SF / 150SF = 3.46_SF. CONVERT TO SQ. IN. 3.46_SF x 144 = 498 SQ. IN. MINIMUM VENTILATION AREA REQUIRED: 498 SQ. IN.</p>	<p>SECTION CUT (Symbol: Roof section cut) KEYNOTE (Symbol: X)</p> <p>ELEVATION CALLOUT (Symbol: Roof elevation callout) DOOR SYMBOL (Symbol: X)</p> <p>DETAIL DRAWING REF. (Symbol: Roof detail callout) WINDOW SYMBOL (Symbol: X)</p> <p>WALL BELOW OR ROOF ABOVE (Symbol: Dashed line) CEILING HEIGHTS (Symbol: X-X')</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 (Symbol: Hatched area) VAULTED CEILING (Symbol: Varies)</p> <p>ROOFING (Symbol: Roof hatching) ROOF SLOPE (Symbol: X:12)</p>

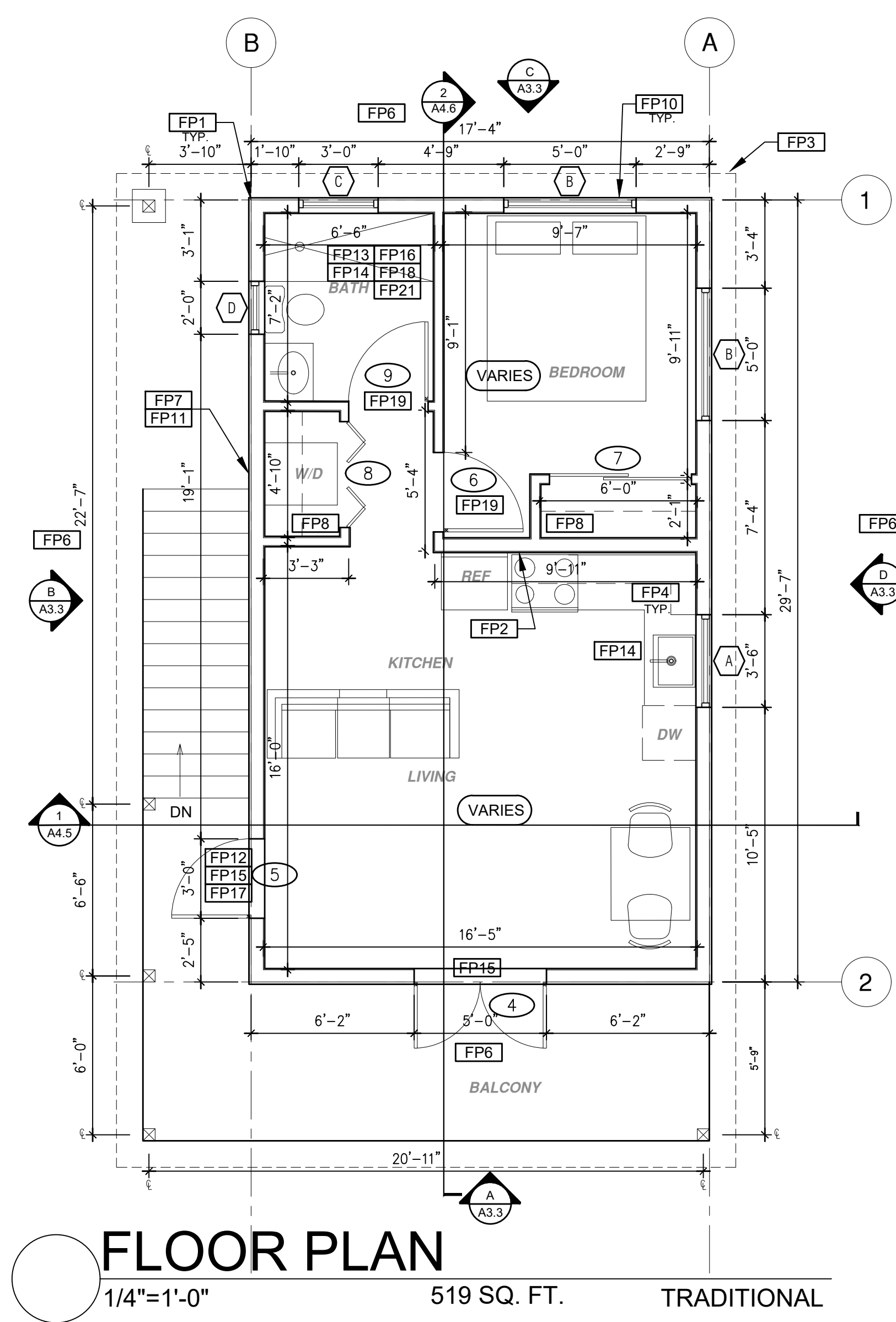
project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
Spanish
Roof Plan/
Floor Plan
1 Bedroom

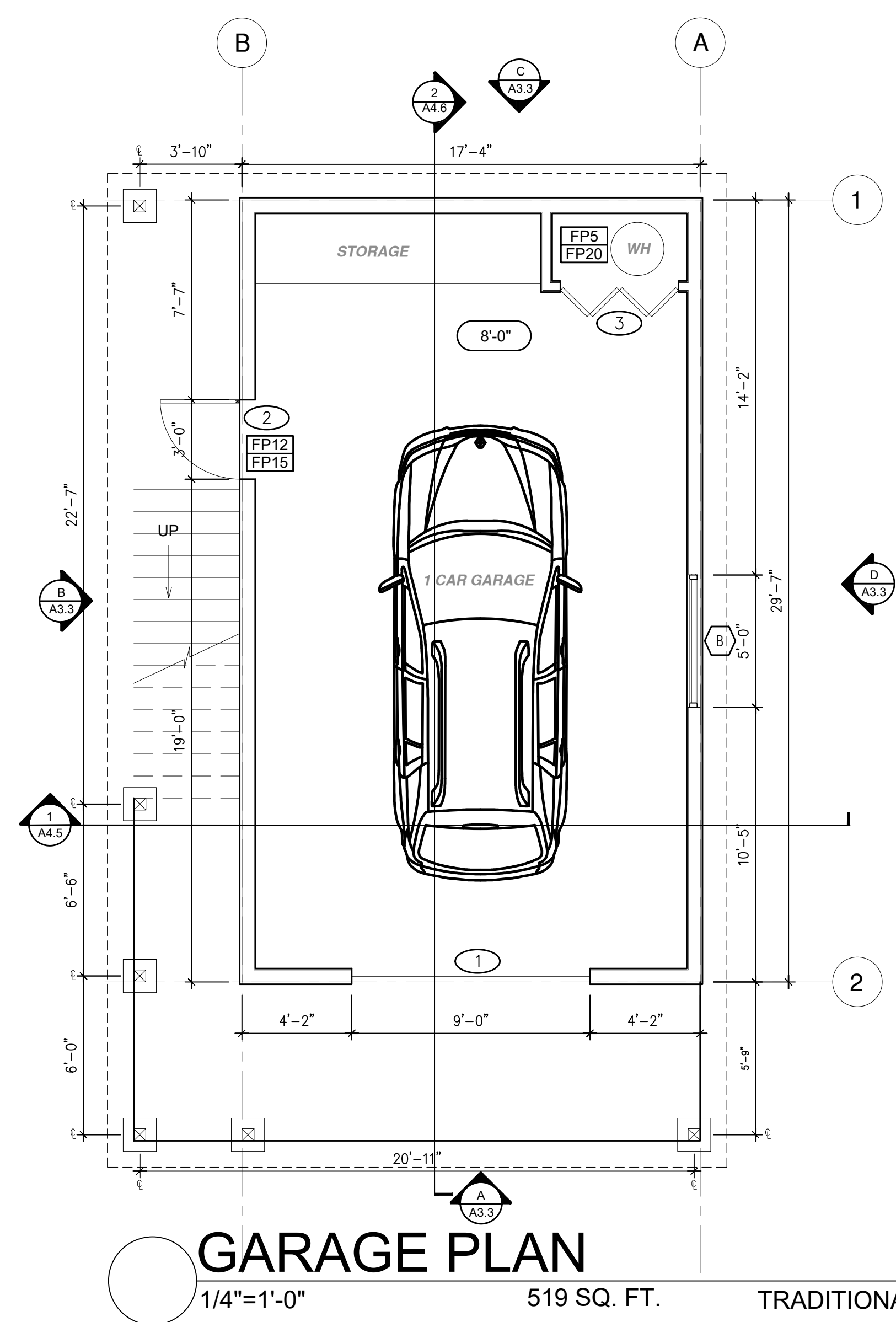
date ## Month 20##
project no. 20##_xxxxxx
drawn by xxx/xxx
sheet no.



ROOF PLAN
1/4"=1'-0" 519 SQ. FT. TRADITIONAL



FLOOR PLAN
1/4"=1'-0" 519 SQ. FT. TRADITIONAL



GARAGE PLAN
1/4"=1'-0" 519 SQ. FT. TRADITIONAL

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County of Inyo
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ADU Program

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description
Traditional
Roof Plan/
Floor Plan
1 Bedroom

date ## Month 20##

project no. 20##_#####

drawn by xxx/xxx

sheet no.

A1.3

ROOF KEYNOTES	FLOOR PLAN KEYNOTES	SOLAR READY NOTES	LEGEND
<p>RP1 LINE OF ROOF OVERHANG</p> <p>RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2</p> <p>RP3 SUPPORT POST BELOW</p> <p>RP4 LINE OF WALLS BELOW</p> <p>RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS</p> <p>RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET</p> <p>RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4", MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET</p>	<p>FP1 STUD WALL SIZED PER STRUCTURAL</p> <p>FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING</p> <p>FP3 LINE OF OVERHANG ABOVE</p> <p>FP4 36" HIGH COUNTER</p> <p>FP5 WATER HEATER</p> <p>FP6 SLOPE SURFACE AWAY FROM BUILDING</p> <p>FP7 DRYER VENT TERMINATION ON EXTERIOR WALL TO BE A MINIMUM OF 3 FT FROM ANY OPENING</p> <p>FP8 CLOSET SHELF AND POLE</p> <p>FP9 EMERGENCY EGRESS WINDOW</p> <p>FP10 WINDOW MUST HAVE A FRAME AND SASH COMPRISED OF WELDED CORNERS, METAL REINFORCEMENT IN THE INTERLOCK AREA, AND CONSTRUCTED OF MULTIPANE TEMPERED GLAZING WHERE INDICATED TYPICAL ALL WINDOWS</p> <p>FP11 VENT DRYER THROUGH WALL. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION</p> <p>FP12 MIN. 1 HINGED ENTRY DOOR FOR EGRESS COMPLIANCE REQUIRED - THE EGRESS DOOR SHALL BE SIDE-HINGED AND SHALL PROVIDE A CLEAR WIDTH OF NOT LESS THAN 36 INCHES WHERE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°. THE CLEAR HEIGHT OF THE DOOR OPENING SHALL BE NOT LESS THAN 78 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE THRESHOLD TO THE BOTTOM OF THE STOP</p> <p>FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. 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[Symbol] WINDOW SYMBOL [Symbol]</p> <p>WALL BELOW OR ROOF ABOVE [Symbol] 'X-X' [Symbol] CEILING HEIGHTS [Symbol]</p> <p>SOLAR ZONE. REFER TO SOLAR NOTES ON SHEET G0.2 [Symbol] VARIES [Symbol] VAULTED CEILING [Symbol]</p> <p>ROOFING [Symbol] [Symbol] ROOF SLOPE [Symbol]</p>



Two Car Garage - Ranch view #1



Two Car Garage - Spanish view #1



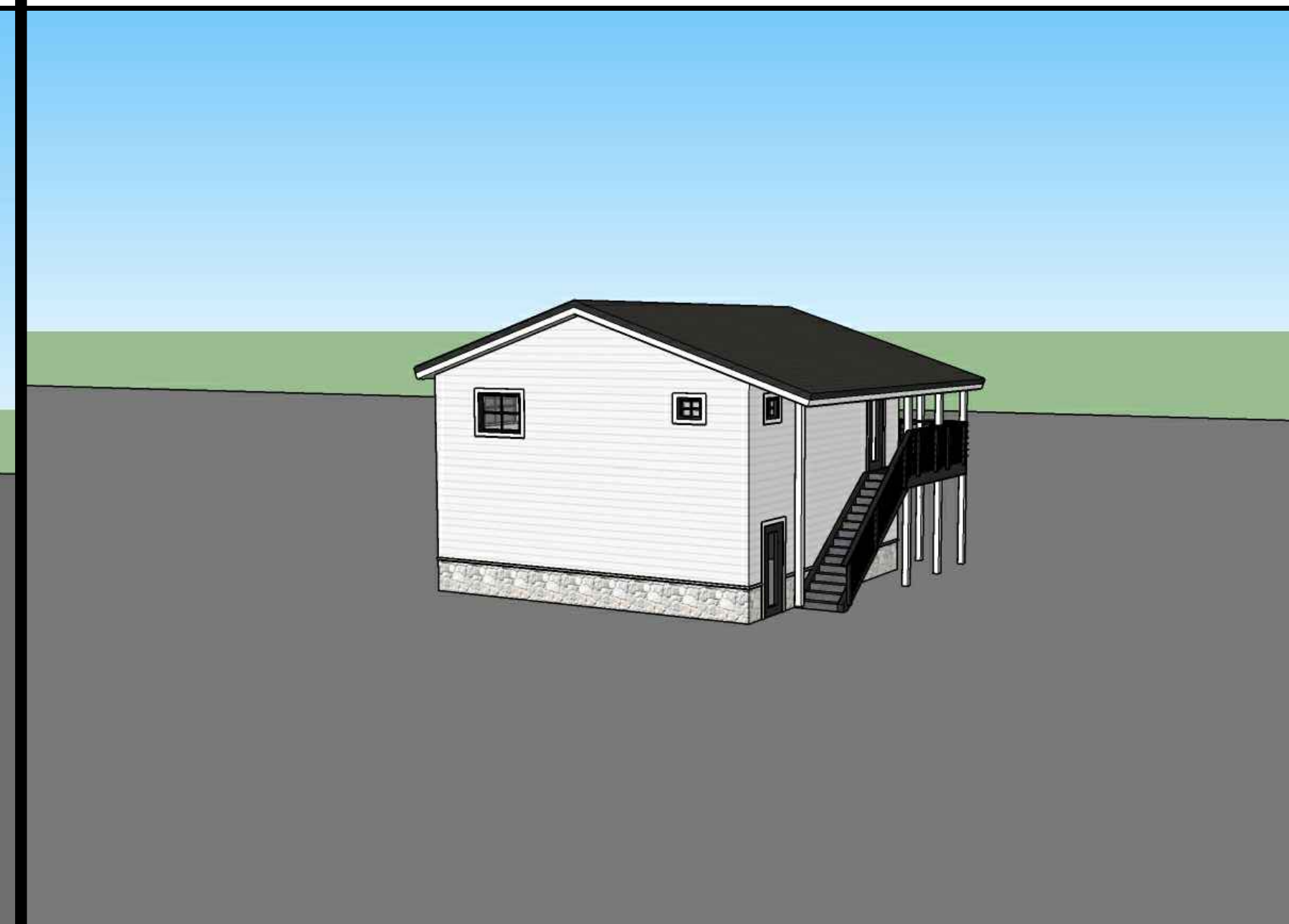
Two Car Garage - Traditional view #1



Two Car Garage - Ranch view #2



Two Car Garage - Spanish view #2



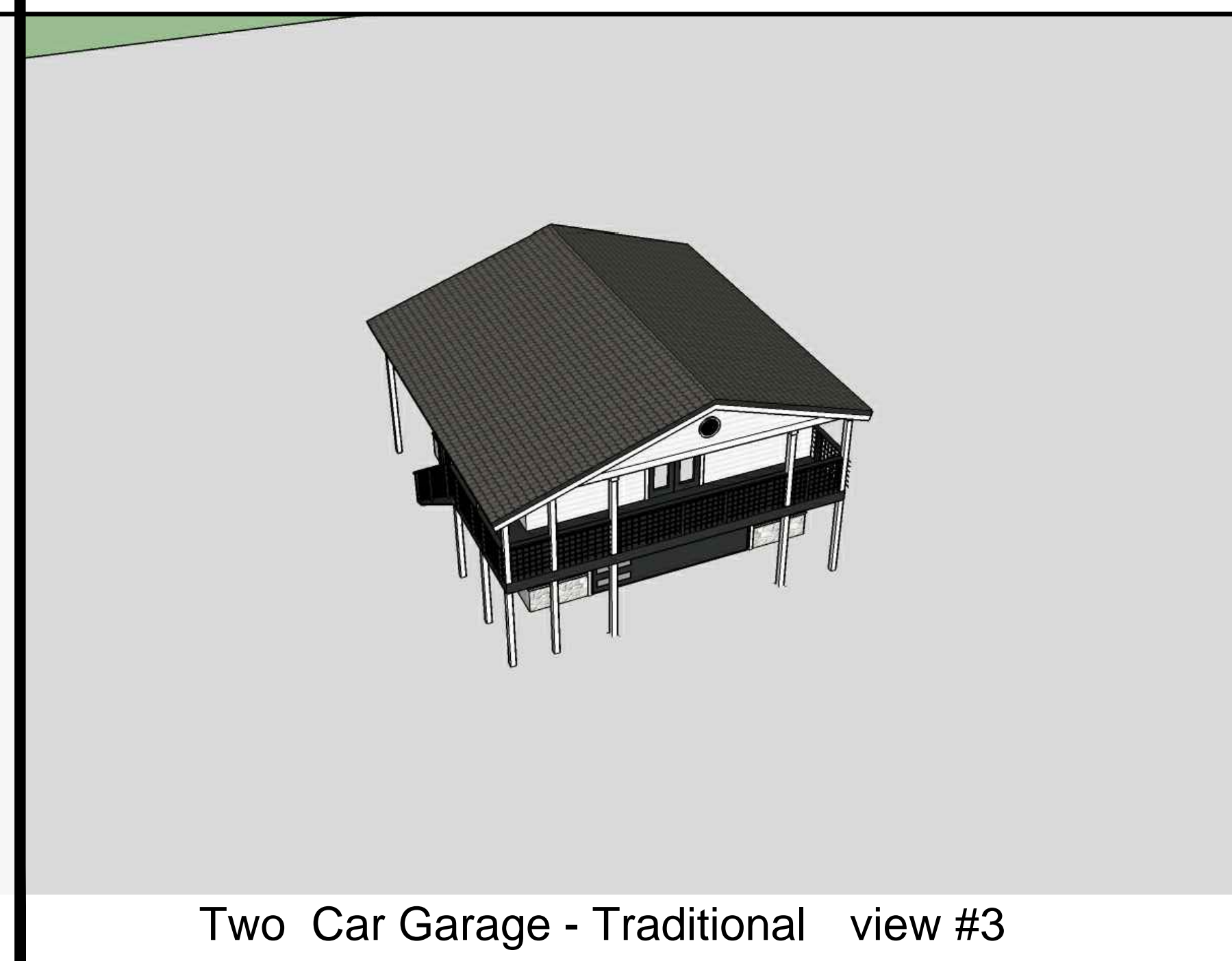
Two Car Garage - Traditional view #2



Two Car Garage - Ranch view #3



Two Car Garage - Spanish view #3

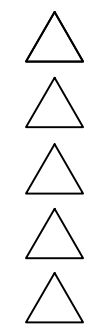


Two Car Garage - Traditional view #3

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revisions



description

Exterior
Style
Options

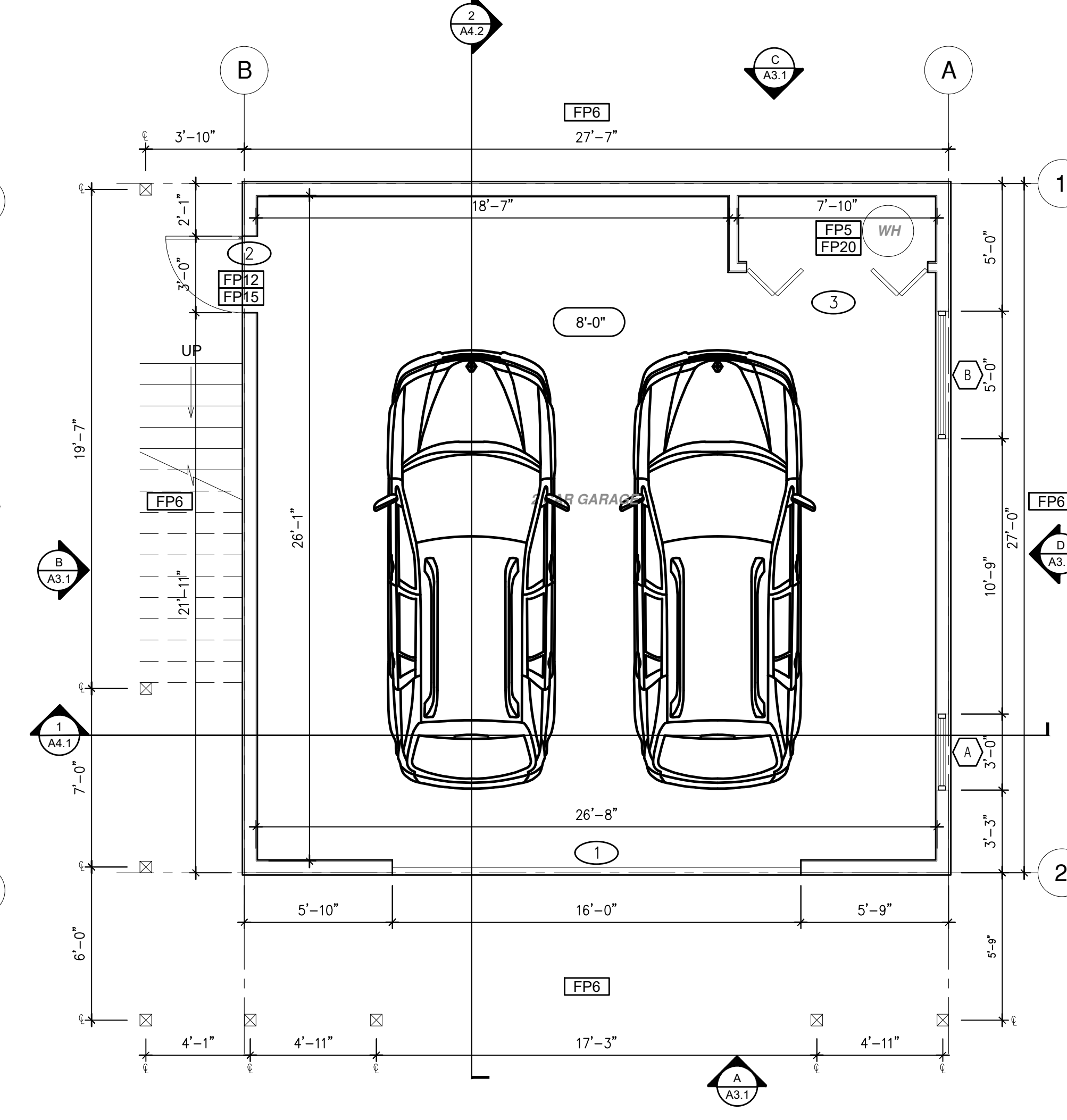
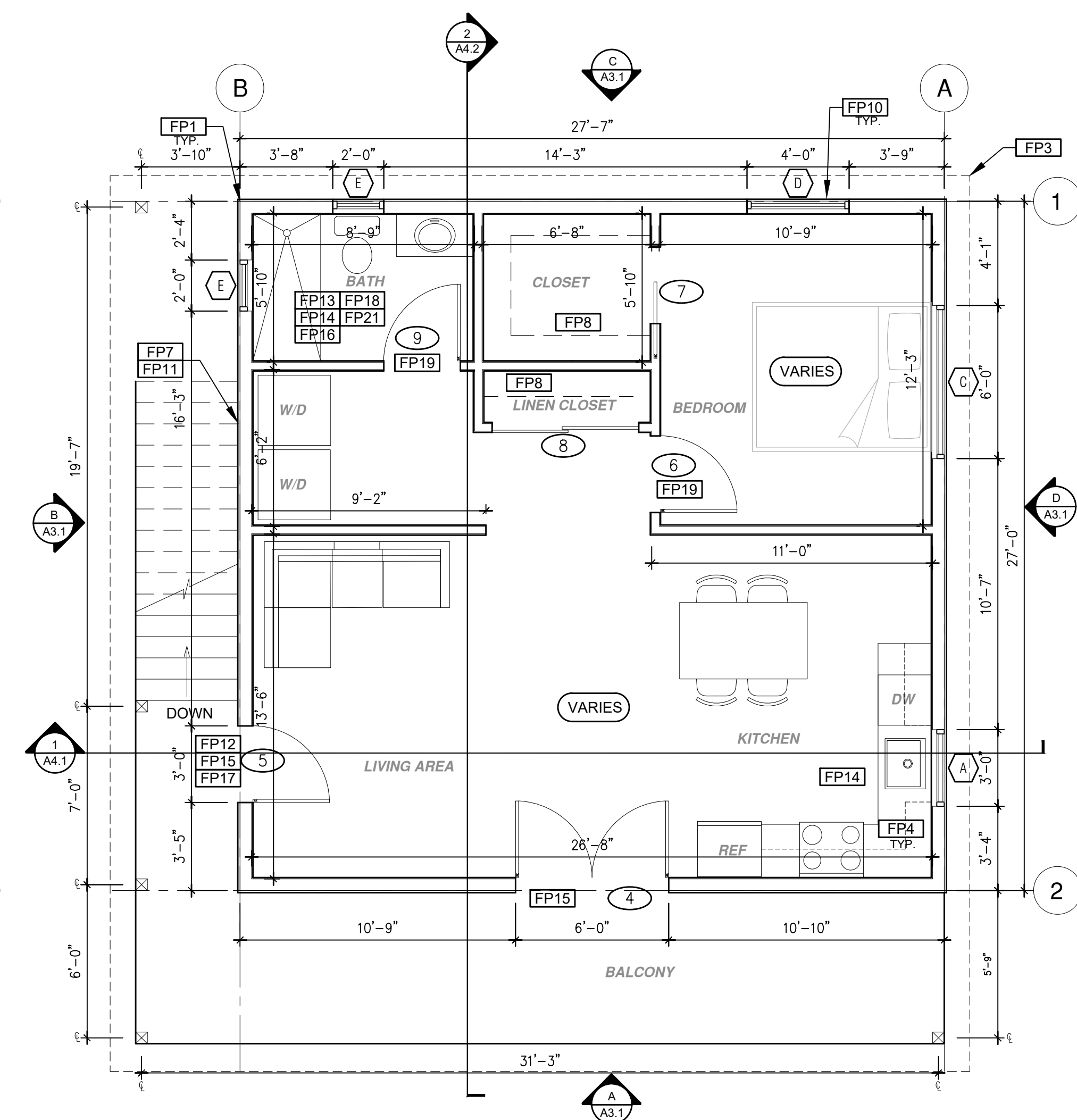
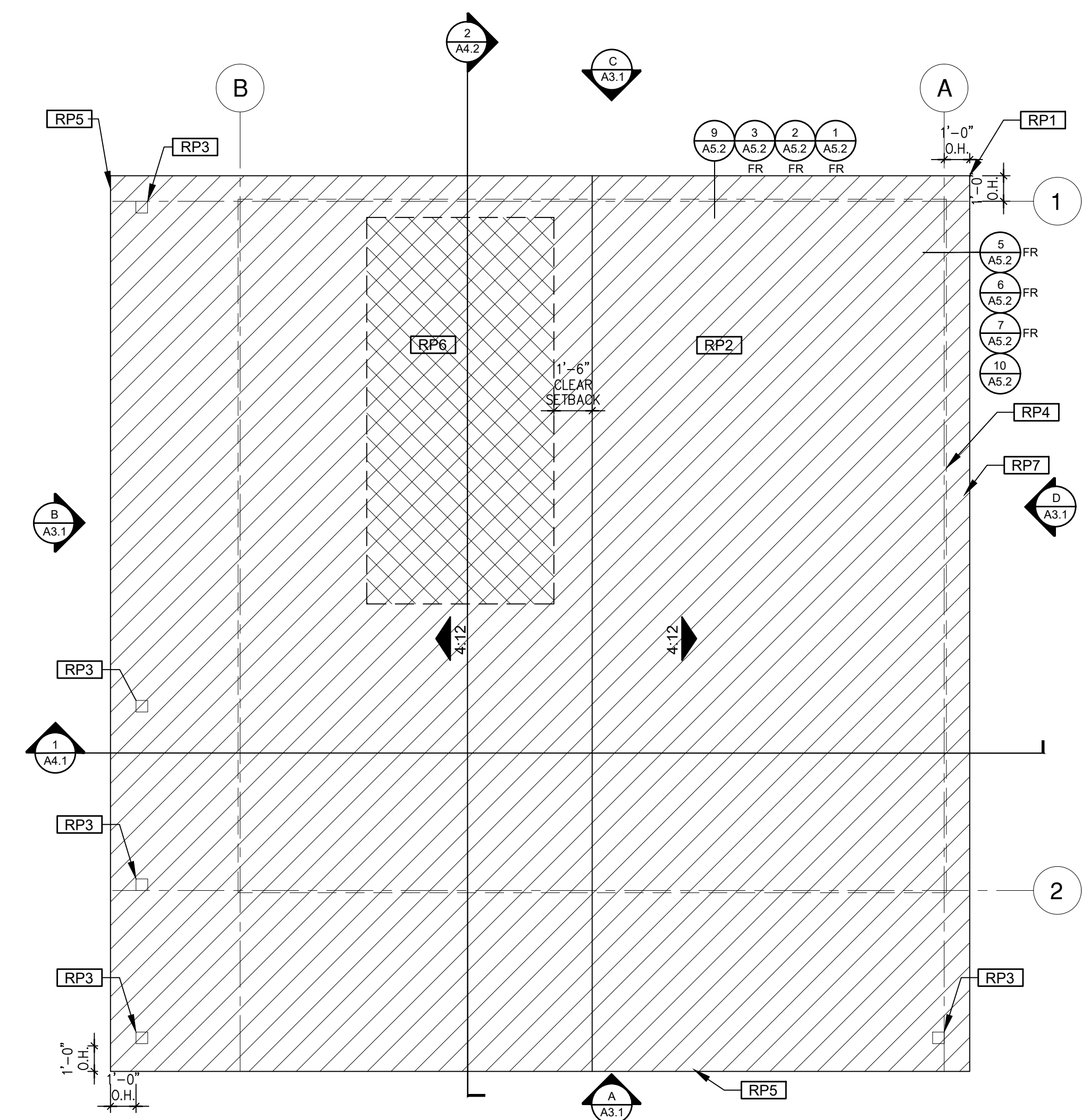
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ROOF PLAN
1/4"=1'-0" 753 SQ. FT. RANCH

FLOOR PLAN
1/4"=1'-0" 753 SQ. FT. RANCH

GARAGE PLAN
1/4"=1'-0" 753 SQ. FT. RANCH

ROOF KEYNOTES
RP1 LINE OF ROOF OVERHANG
RP2 CLASS A ROOFING MATERIAL. SEE GENERAL ROOF NOTE 13 ON SHEET G0.2
RP3 SUPPORT POST BELOW
RP4 LINE OF WALLS BELOW
RP5 ROOF DOWNSPOUT LOCATION TO BE DETERMINED BY SITE SPECIFIC CONDITIONS
RP6 DESIGNATED SOLAR PANEL AREA. PLEASE SEE SOLAR READY NOTES ON THIS SHEET
RP7 RAFTER VENTS TO MEET REQUIRED VENTILATION AREA FOR ENCLOSED RAFTER SPACES. MAX 1/4" MIN 3/8" OPENING SIZE ON VENT SCREEN WITH CORROSION-RESISTANT WIRE SCREEN MATERIAL. 1 SF OF VENTING PER 150 SF OF ENCLOSED RAFTER AREA IN NON-FIRE RATED CONSTRUCTION PLEASE SEE VENTING CALCULATIONS OF THIS SHEET

FLOOR PLAN KEYNOTES	
FP1 STUD WALL SIZED PER STRUCTURAL	FP13 SHOWER ENCLOSURE MUST BE TEMPERED. GLAZING IN THE WALLS/DOORS FACING OR CONTAINING BATHTUBS, SHOWERS, HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS AND INDOOR/OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING SURFACE. EXCEPTION: GLAZING THAT IS MORE THAN 60" MEASURED HORIZONTALLY, FROM THE WATER'S EDGE OF A BATHTUB, HOT TUB, SPA, WHIRLPOOL OR SWIMMING POOL. SHOWER DOORS SHALL OPEN AS TO MAINTAIN NOT LESS THAN A 22-INCH UNOBSTRUCTED OPENING FOR EGRESS.
FP2 2X6 STUD WALL OR FURRING AS NEEDED FOR MECHANICAL / PLUMBING / VENTING	FP14 PER SECTION 301.1.1 CALGREEN AND CIVIL CODE (1101.3(c)), ALL PLUMBING FIXTURES SHALL BE COMPLIANT WATER-CONSERVING PLUMBING FIXTURES. SEE MECHANICAL / PLUMBING PLANS FOR FURTHER INFORMATION
FP3 LINE OF OVERHANG ABOVE	FP15 LANDING OR FLOOR REQUIRED AT EACH SIDE OF EXTERIOR DOOR. WIDTH TO BE NOT LESS THAN THE DOOR SERVED AND HAVE A MIN 36 INCH DEPTH MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDINGS SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1" PER FOOT. LANDINGS OR FINISHED FLOORS AT EGRESS DOOR SHALL NOT BE MORE THAN 1.5" LOWER THAN THE TOP OF THE THRESHOLD FOR OUTWARD SWINGING DOORS OR 7.75" FOR DOORS THAT DO NOT SWING OUTWARD.
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FP5 WATER HEATER	FP17 DOOR BELL BUTTON TO BE NO MORE THAN 48" ABOVE EXTERIOR FLOOR OR LANDING
FP6 SLOPE SURFACE AWAY FROM BUILDING	FP18 WATER CLOSET AND SHOWER TO HAVE REINFORCEMENT IN WALLS 2X8 NOMINAL AT 32" TO 39.5" ABOVE FINISH FLOOR. SEE FLOOR PLAN GENERAL NOTE #28 ON SHEET G0.2 FOR FURTHER INFORMATION. WHERE THE WATER CLOSET IS NOT PLACED ADJACENT TO A SIDE WALL CAPABLE OF ACCOMMODATING A GRAB BAR, THE BATHROOM SHALL HAVE PROVISIONS FOR INSTALLATION OF FLOOR-MOUNTED, FOLDAWAY OR SIMILAR ALTERNATE GRAB BAR REINFORCEMENTS APPROVED BY THE ENFORCING AGENCY.
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FP9 EMERGENCY EGRESS WINDOW	FP21 FURRING AS NEEDED FOR STANDARD TUB AND SHOWER LENGTH
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project
County of Inyo
Pre-Approved
ADU Program

revisions
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description
Ranch
Roof Plan/
Floor Plan

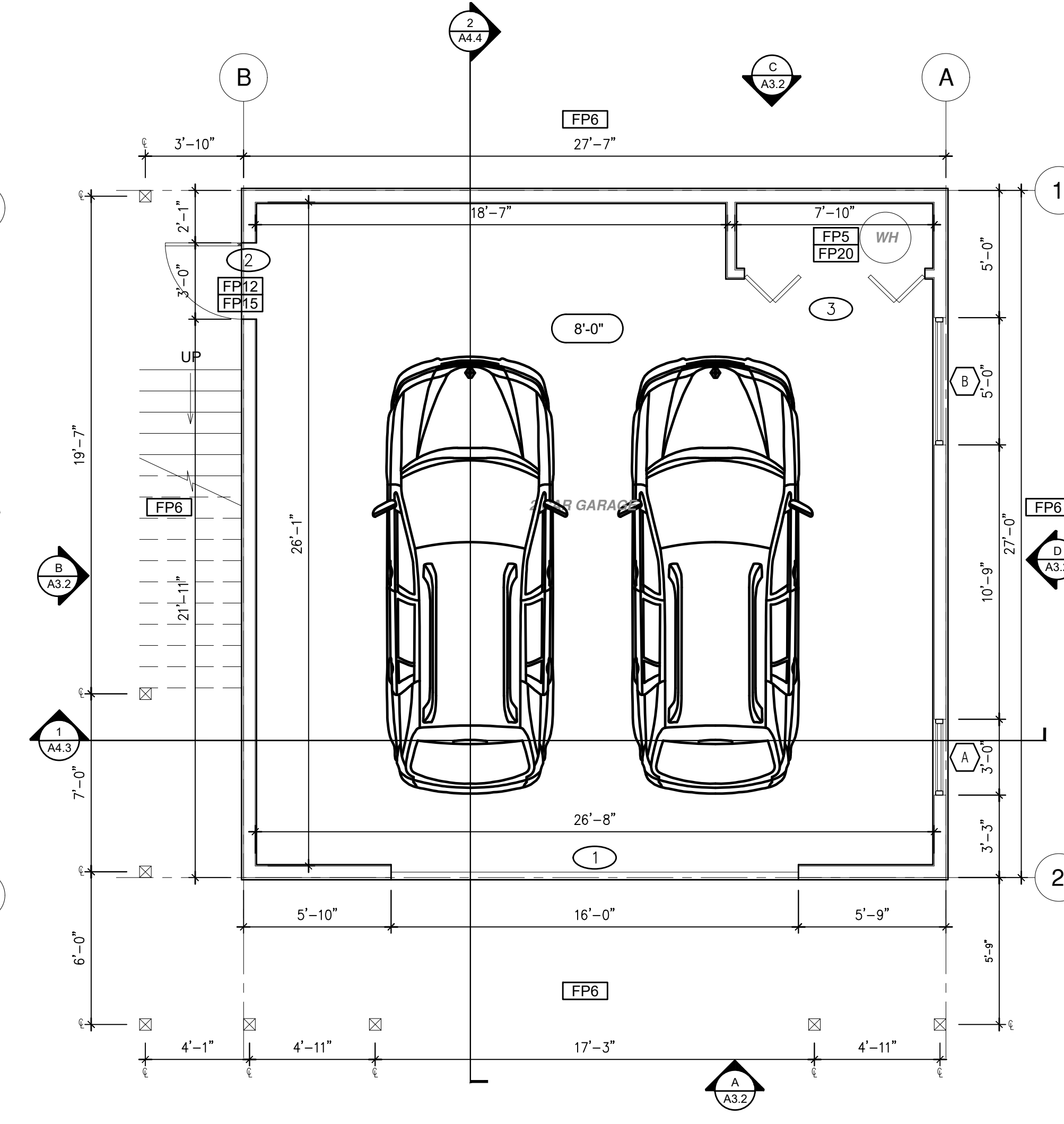
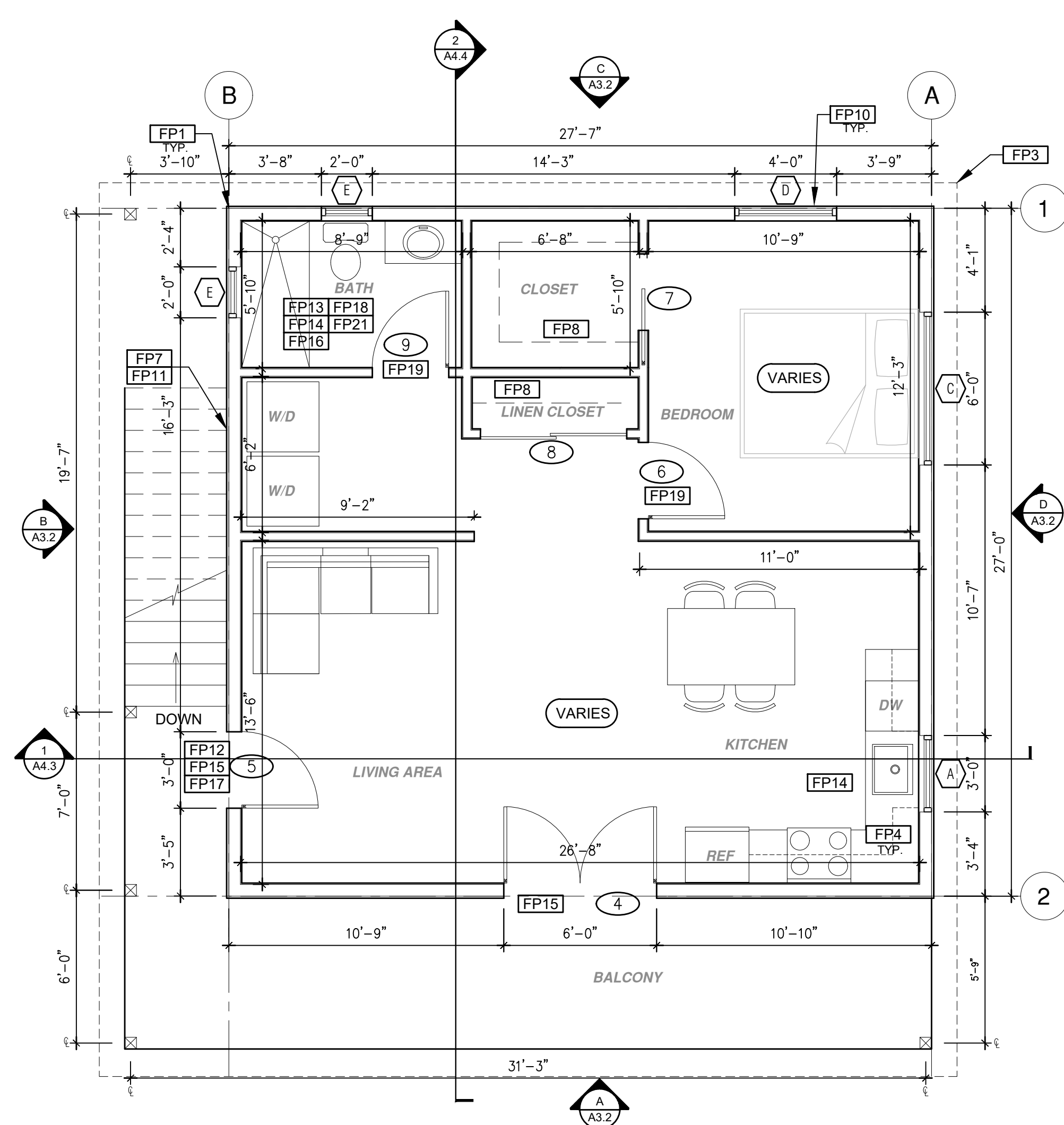
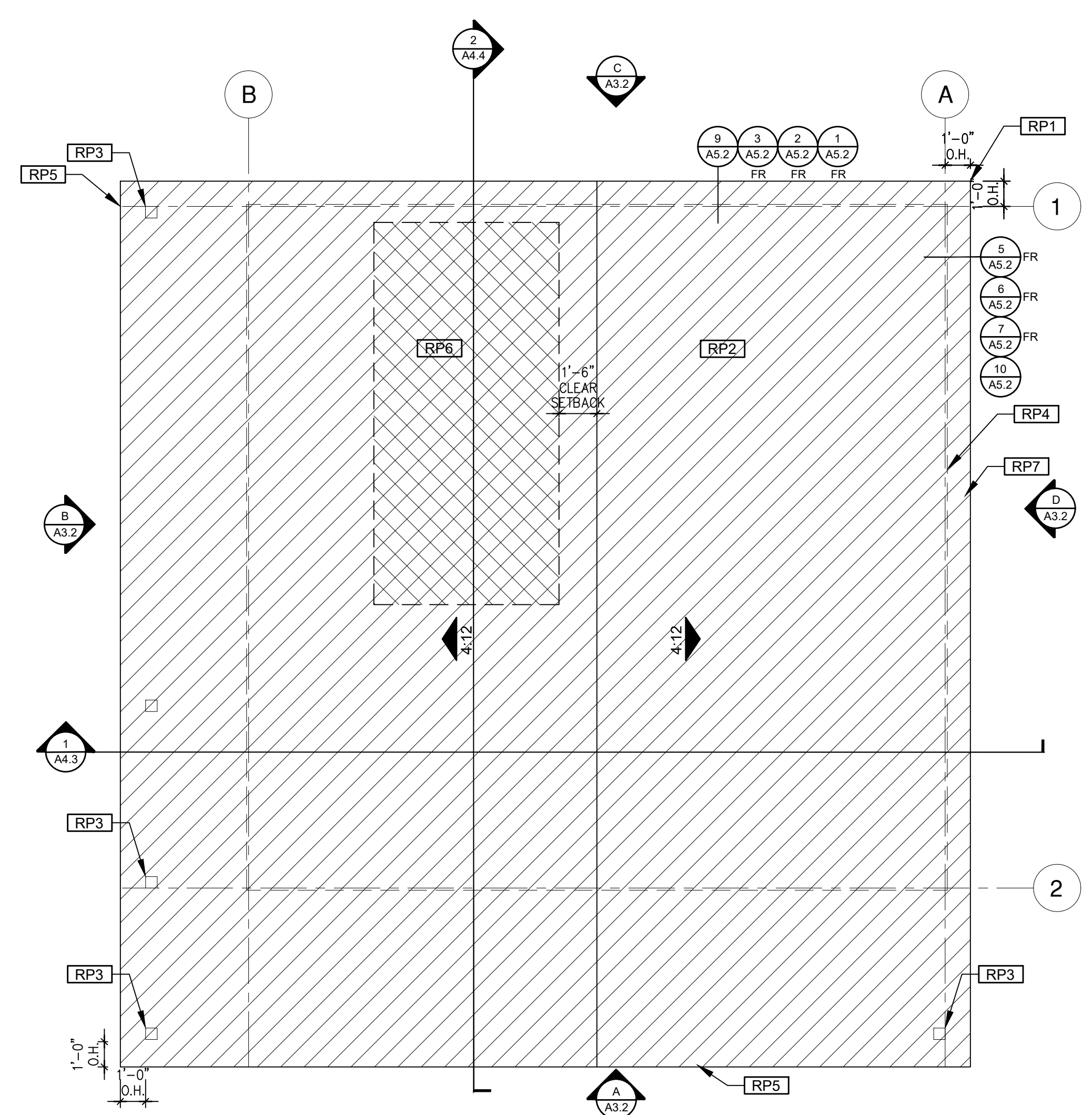
date ## Month 20##

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FLOOR PLAN
1/4"=1'-0" 753 SQ. FT. SPANISH

GARAGE PLAN
1/4"=1'-0" 753 SQ. FT. SPANISH

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project
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description
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Roof Plan/
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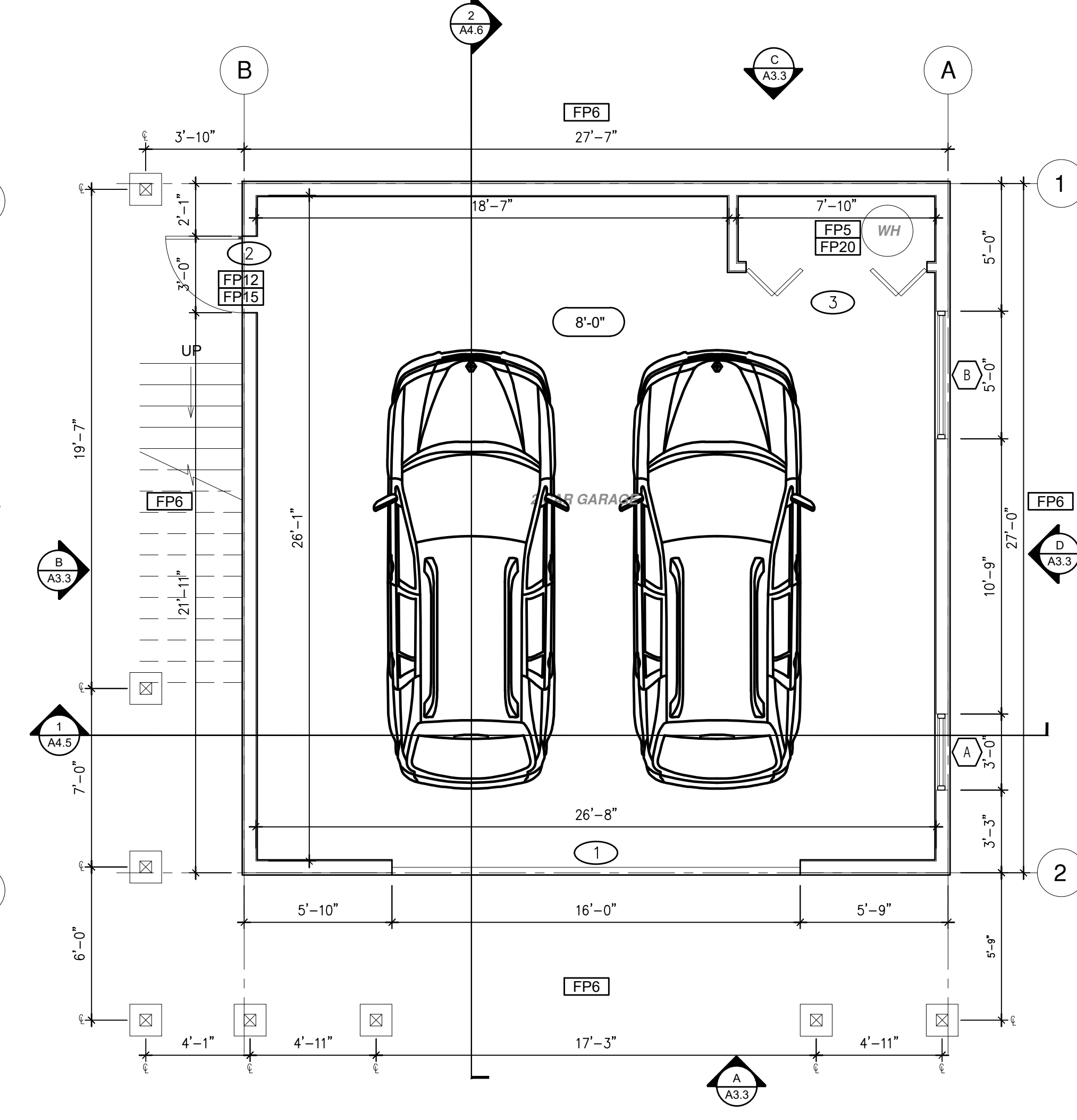
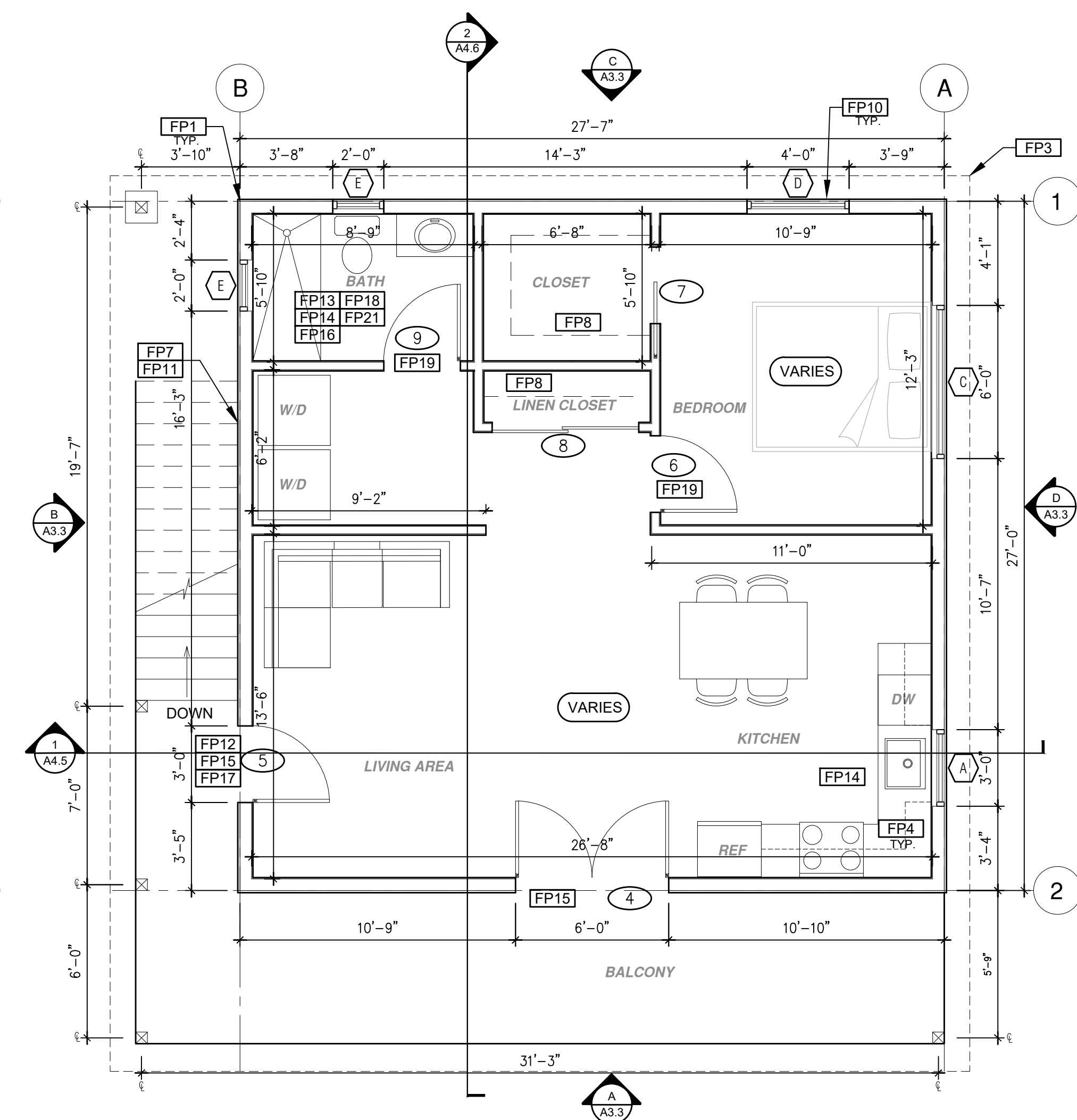
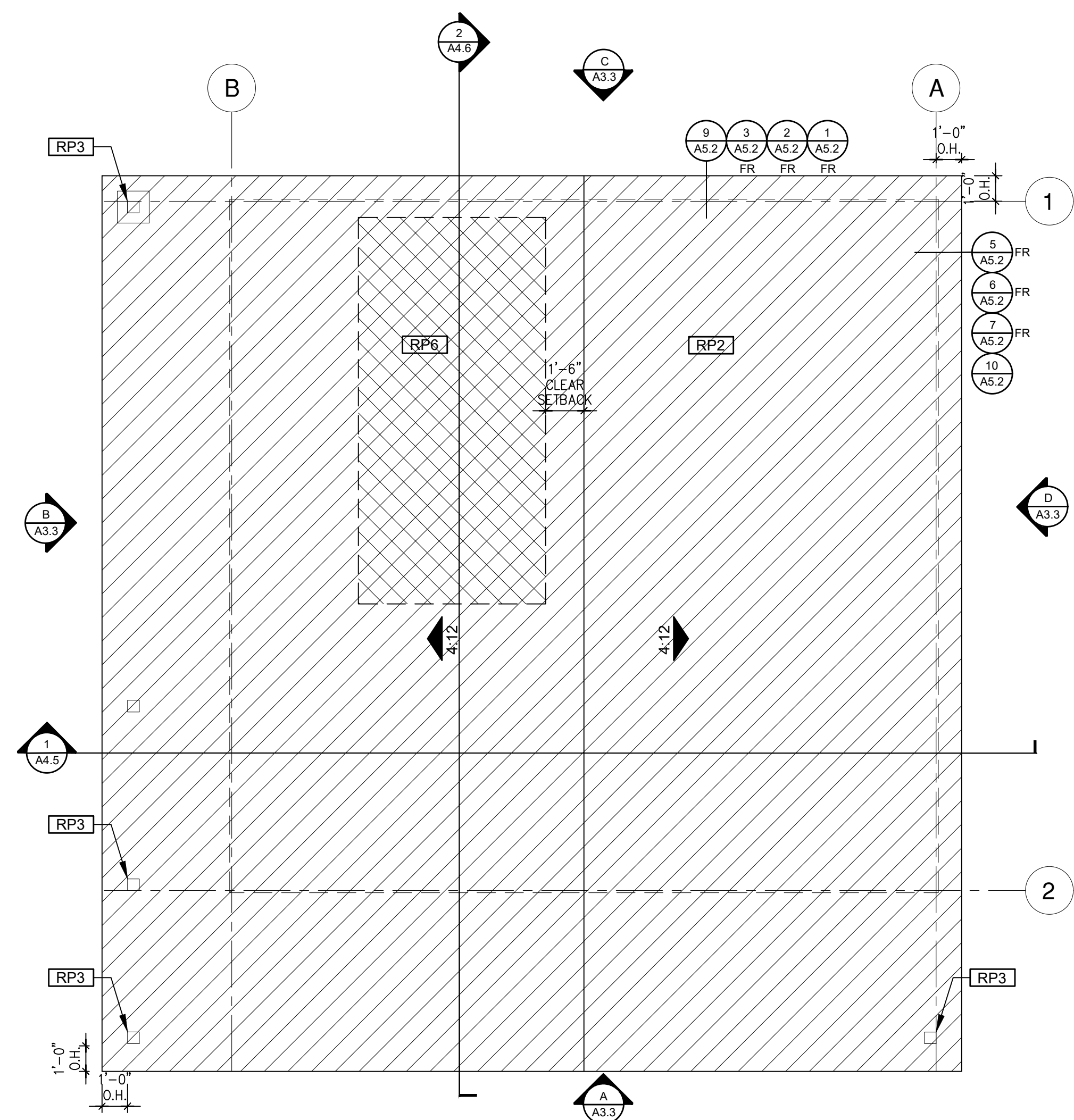
date ## Month 20##

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Pre-Approved
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revisions
description
Traditional
Roof Plan/
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date ## Month 20##
project no. 20##_xxxxxx
drawn by xxx/xxx
sheet no.



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

October 3, 2023

Reference ID:
2023-4139

Acceptance of Sustainable Transportation Planning Grant to Develop an Inyo County Electric Vehicle Charging Infrastructure Network Plan

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2023-2024 Local Transportation Planning Trust Budget 504605 as follows: increase estimated revenue in Other Agencies 4599 by \$17,322 and increase appropriation in Professional Services 5265 by \$17,322 (*4/5ths vote required*);
- B) Authorize the Inyo County Local Transportation Commission (ICLTC) to accept the successful Sustainable Transportation Planning grant from the California Department of Transportation (Caltrans), Division of Transportation Planning, in the amount of \$201,500; and
- C) Authorize the ICLTC Executive Director to execute the grant agreements and other documents related to the grant between the ICLTC and Caltrans for the period of September 28, 2023 through June 30, 2026, contingent upon the Board’s approval of future budgets.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation’s (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment. The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State’s multi-modal transportation system. In addition to the \$9.5 million in traditional State and Federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle. The State-funded Sustainable Communities grants (\$29.5 million) are intended to support and implement Regional Transportation Plans (RTP) and to ultimately achieve the State’s greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The Inyo County Local Transportation Commission prepared a successful grant application for a Sustainable Transportation Planning Grant (attached) to develop an Inyo County Electric Vehicle Charging Infrastructure Network Plan. The grant approved a \$201,500 project cost request with an 11.47% local match of staff time in the amount of \$26,111. The grant awards were announced on August 31st. Ninety of the 161 applications were awarded funding.

The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Inyo County and to electrify the county-owned vehicle fleet by gathering data, evaluating the physical and financial feasibility of expanding the charging network in the county, and conducting a site analysis for EV charging locations, with an emphasis on county-operated properties. The Plan will encourage multimodal transportation by allowing visitors to charge EVs at public outdoor places, such as trailheads, county parks, and campgrounds, encouraging simultaneous use of trails and outdoor spaces while the vehicle is charging. The Plan will also provide a high-level analysis of hydrogen fueling feasibility in Inyo County.

The Plan will coordinate with Los Angeles Department of Water and Power and Southern California Edison, with EV and ZEV plans of the Bishop Paiute Tribe, Big Pine Paiute Tribe, Fort Independence, Lone Pine Reservation, Timbisha Shoshone Tribe, the City of Bishop, Eastern Sierra Transit Authority, Caltrans, and Mono, Kern, San Bernardino, and Nye (NV) counties and will actively engage rural underserved communities throughout the planning process to establish equity in EV infrastructure planning and prevent "charging deserts", where public charging is scarce or nonexistent. This plan is crucial in enabling a rural county to do its part in helping the state meet GHG emission goals and in contributing to the continued economic vitality of Inyo County.

The project is expected to begin in January 2024.

FISCAL IMPACT:

Funding Source	Grant Funded - Sustainable Transportation Planning Grant	Budget Unit	504605
Budgeted?	No	Object Code	4599
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Grant funds of \$17,322 to be reimbursed to Other Agencies object code; Expenses to occur through Professional Services object code.			
Future Fiscal Year Impacts			
Remaining grant revenue of \$184,178 to expend through Fiscal Year 2025-2026			
Additional Information			

Grant ends June 30, 2026.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize this grant award or budget amendment. This is not recommended due to the anticipated demand for Electric Vehicle charging facilities. Without proper planning, charging stations will be constructed in a haphazard manner, resulting in gaps in the network and delays in implementation. Additionally, it will be likely that without a plan to guide implementation, access to facilities will be inequitable and put the more rural, underfunded and underserved communities at a disadvantage.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans
 Inyo County Local Transportation Commission
 Inyo County Auditor

ATTACHMENTS:

1. Caltrans Grant Application
2. Caltrans Grant Award Letter

APPROVALS:

Justine Kokx
Darcy Ellis
Denelle Carrington
Breanne Nelums
John Pinckney
Michael Errante
Keri Oney
John Vallejo
Amy Shepherd
Nate Greenberg

Created/Initiated - 9/14/2023
Approved - 9/18/2023
Approved - 9/18/2023
Approved - 9/19/2023
Approved - 9/19/2023
Approved - 9/19/2023
Approved - 9/19/2023
Approved - 9/19/2023
Approved - 9/20/2023
Final Approval - 9/27/2023

Application Checklist

The following documents are required and must be submitted via Smartsheets in one single PDF document, not to exceed 25 MB. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	Ensure these items are completed prior to submitting to Caltrans via Smartsheets
	Application Cover Sheet (completed in Smartsheets)
	Signature Page (Electronic signatures accepted)
	Application Narrative
	Scope of Work
	Cost and Schedule
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

FY 2023-24

PART A. APPLICATION INFORMATION

Grant Category (select only one)					
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)					
11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)					
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			Strategic Partnerships (MPOs and RTPAs only)		
	Sustainable Communities Competitive (11.47% Local Match requirement)			Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)	
x	Sustainable Communities Competitive Technical (11.47% Local Match requirement)			Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)	
Application Submittal Type (more than one may be selected)					
New		Prior Phases		Re-Submittal	
x	New Application		Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.
					How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location					
Project Title		Inyo County Electric Vehicle Charging Infrastructure Network Plan			
Project Location (City)		Project Location (County)			
		Inyo County			
Funding Information					
<p>1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator</p> <p><input checked="" type="checkbox"/> Minimum Local Match <input type="checkbox"/> Over-Match</p> <p>2. What is the source of Local Match funds being used? (MPOs – Federal Toll Credits, PL, and FTA 5303 <u>cannot</u> be used to match Sustainable Communities Competitive or Adaptation Planning grants)</p> <p><input checked="" type="checkbox"/> Local Transportation Funds <input type="checkbox"/> Local Sales Tax <input type="checkbox"/> Special Bond Measures</p> <p><input type="checkbox"/> Other, specify:</p>					
Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$201,500	\$26,111	\$0	\$26,111	11.47	\$227,611



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Max.)

Insert Application Narrative:

1. Project Description

In order to support California's ambitious Greenhouse Gas (GHG) emission reduction targets and goals set forth in AB 32, in the California Air Resources Board (CARB) Advanced Clean Cars II Rule and Executive Order N-79-20, and in the CARB Innovative Clean Transit (ICT) Regulation, Inyo County Local Transportation Commission (ICLTC) will hire a consultant to prepare an Electric Vehicle (EV) Charging Infrastructure Network Plan.

The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Inyo County and to electrify the county-owned vehicle fleet by gathering data, evaluating the physical and financial feasibility of expanding the charging network in the county, and conducting a site analysis for EV charging locations, with an emphasis on county-operated properties. The Plan will also provide a high-level analysis of hydrogen fueling feasibility in Inyo County. The Plan will coordinate with Los Angeles Department of Water and Power and Southern California Edison, with EV and ZEV plans of the Bishop Paiute Tribe, Big Pine Paiute Tribe, Fort Independence, Lone Pine Reservation, Timbisha Shoshone Tribe, Eastern Sierra Transit Authority, Caltrans, and Mono, Kern, San Bernardino, and Nye (NV) counties and will actively engage rural underserved communities throughout the planning process to establish equity in EV infrastructure planning and prevent "charging deserts", where public charging is scarce or nonexistent. This plan is crucial in enabling a rural county to do its part in helping the state meet GHG emission goals and in contributing to the continued economic vitality of the region.

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- Active Transportation (Bicycle and Pedestrian)
- Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- Complete Streets (Multimodal specific type)
- Corridor (Local Streets or Highways)
- Freight/Goods Movement
- General Plan (Circulation Element, Land Use Element, Specific Plan)
- Multimodal (Motorized and Active Transportation)
- Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- Transit (Bus, Light Rail, and Commuter Rail Service)
- Other, specify:

Underserved Community Definitions



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- Rural Communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/Locally Defined Underserved Communities
- At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- At/Above 75% CalEnviroScreen Version 4.0
- At/Below 25% California Healthy Places Index



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	Inyo County Local Transportation Commission		
Dept./Division	Regional Transportation Planning Agency		
Street Address	168 N. Edwards Street		
City	Independence		
Zip Code	93526		
Phone Number	760-878-0207		
Executive Director Name	Michael Errante		
Title	Director of Public Works		
Executive Director E-mail	merrante@inyocounty.us		
Financial Manager Name	Michael Errante		
Title	Director of Public Works		
Financial Manager E-mail	merrante@inyocounty.us		
Contact Person Name	John Pinckney		
Title	Assistant Director, Dept of Public Works		
Contact Phone Number	760-878-0207		
Contact E-mail	jpinckney@inyocounty.us		

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:	x	
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2020 and 2021?	x	

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
<p>Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program.</p> <p>If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:</p>		x	
<p>Is the applicant applying for any other funding programs to complete this project? If yes, list them here:</p>		x	



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
4	Senator Marie Alvarado-Gil	8	Assembly Member Jim Patterson

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency
Los Angeles Department of Water and Power	
Lone Pine Chamber of Commerce	
Inyo County Board of Supervisors	
Inyo County Parks and Recreation Department	
Bishop Chamber of Commerce	



Sustainable Transportation Planning Grant Program

GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	John Pinckney		
Title	Assistant Director, Department of Public Works		
Signature		Date	3/7/2023
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2023-24

Project Information

Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

- 1. Project Description (10 points) - 3-5 sentences maximum; Do not exceed the space provided.**
 Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2A. Project Justification (15 points) - Do not exceed the space provided

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2A. Project Justification (continued)



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2B. Underserved Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the Grant Application Guide Appendix A tools used to define underserved communities, and include a comparison to the statewide thresholds that are established in each tool

2C. Underserved Communities Engagement (5 points) - Do not exceed the space provided

- See Grant Application Guide, Appendix A, for community engagement best practices
- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3B. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

3C. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (State Adaptation Strategy)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3D. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages stakeholder involvement
- List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
- Explain how stakeholders will be involved throughout the project

3E. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3F. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2): Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable

3G. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

<p>4. Project Management (Total 30 points)</p> <p>See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning</p>
<p>4A. Scope of Work (15 points)</p>
<p>4B. Cost and Schedule (15 points)</p>

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
x	Use the Fiscal Year 2023-24 template provided
x	Include the activities discussed in the grant application
x	List all tasks using the same title as stated in the Project Cost and Schedule
x	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
x	Exclude sub-task numbers; only include sub-headings
x	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
x	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
x	Include a thorough and accurate narrative description of each task
x	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
x	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-recipient(s) only</u> .
x	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
x	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment (excluding technical projects)
x	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
x	Include a summary of next steps your agency will take towards implementing the project in the Final Product
x	List achievable project deliverables for each Task
x	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive Technical
Grant Fiscal Year	2023-2024
Project Title	Inyo County Electric Vehicle Charging Infrastructure Network Plan
Organization (Legal name)	Inyo County Local Transportation Commission

Introduction

The Inyo County Local Transportation Commission (ICLTC) is applying for the Caltrans Sustainable Transportation Planning Grant Sustainable Communities Technical sub-category to develop an Electric Vehicle Charging Infrastructure Network Plan. The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Inyo County and to electrify the county-owned vehicle fleet by gathering data, evaluating the physical and financial feasibility of expanding the charging network within the county, and conducting a site analysis for EV charging locations, with an emphasis on county-operated properties. The Plan will also provide a high-level analysis of hydrogen fueling feasibility in Inyo County.

Appendix A shows the project area and identifies several Inyo County communities. According to the 2020 US Census, the Inyo County population is 19,016. The Median Household Income (MHI) for the County is \$66,549, compared to a statewide MHI of \$84,097, as reported by the American Community Survey 2021 5-Year Estimates. The entire county qualifies as a disadvantaged community (per the definition of a rural community of 50,000 or less and outside of urbanized areas). According to the data, 4 of 6 census tracts have a Median Household Income (MHI) less than 80% of California MHI, qualifying Census Tracts 1, 4, 5, and 8 as disadvantaged by income. Census tract 8 MHI is only 57 percent of statewide MHI. Inyo County is the home of five federally recognized Tribes. Projects that support Tribes qualify as supporting disadvantaged communities as well.

This Plan supports Climate Action Plan for Transportation Infrastructure (CAPTI) in working towards rural disadvantaged communities having the same access and benefit opportunities from ZEV technology as more urbanized areas. The Plan also supports regional tourism, on which underserved Inyo communities depend. Potential facility locations are in the heart of communities or near outdoor recreation destinations and increased EV traffic in rural downtowns will add to and sustain economic vitality. County owned and operated EV charging stations provide an equitable way for those without easy access to primary (at-home) charging to charge an electric vehicle.

Given the large distances that exist between Inyo County communities (and the distances to urban centers), it is critical that each community has sufficient transportation-related infrastructure to support charging demand from local residents and tourists alike. The few existing chargers and large distances between them in Inyo County can contribute to 'range anxiety', a fear that an EV won't have sufficient charge to make it to the next charging station. This is a significant contributing factor to lack of EV adoption. Appendix B shows current public charging infrastructure in Inyo County and current ZEV usage numbers in Inyo County and statewide, indicating that there is potential demand from residents and tourists alike for charging facilities,

once reliable charging infrastructure is in place. Public input received as part of the 2023 Inyo County RTP update indicates that residents are aware of the lack of EV charging infrastructure.

Inyo County is a major tourist destination for outdoor recreation and a throughfare for regional tourism. The Inyo County Electric Vehicle (EV) Charging Infrastructure Network Plan will place emphasis on encouraging multimodal transportation by encouraging drivers to charge EVs at trailheads, parks, and campgrounds. Traffic counts conducted by ICLTC over two time periods in February 2023 in two county parks and one campground show steady daily vehicle usage even in the winter months (Table C1). Average daily traffic counts ranged from 21 in Dehy Park to 187 at Diaz Lake Campground. As shown in Table C2, daily usage is significantly higher in the summer months. This strongly suggests that there is demand for EV charging infrastructure that will only increase in the future. Table C3 identifies the 19 county-operated parks and campgrounds. The Plan will also encourage a mode shift to electric transportation by exploring the capacity of EV chargers to also charge electric bikes, scooters, and other mobility devices. Providing public infrastructure to charge alternative electric transportation devices as well as EVs provides a lower cost means for residents to access electric transportation technology.

Additionally, the Plan will provide a roadmap for Inyo County to transition their vehicle fleet to ZEVs or low emission vehicles. Appendix D provides a summary of the County of Inyo fleet and storage locations. Given the diversity in vehicle type and that the fleet is housed in multiple facilities throughout Inyo County, a clear plan for fleet transition to alternative fuel is critical. A feasibility analysis of infrastructure to support a ZEV/low emission county fleet will fit seamlessly with the feasibility and site analysis for public EV charging infrastructure.

The EV Charging Infrastructure Network Plan will support a wide variety of local, state, and federal planning efforts, including Towards an Active California, Climate Action Plan for Transportation Infrastructure (CAPTI), the Caltrans Strategic Plan, Caltrans Mission and Objectives, Inyo County Housing Element, Inyo County Regional Transportation Plan, REAP grant funded efforts within Inyo County, State Planning Priorities, Title VI and Environmental Justice, CTP 2050, and AB 32. As the Regional Transportation Planning Agency (RTPA), ICLTC recognizes it has an important role to play in helping meet California's ambitious greenhouse gas (GHG) emissions reduction targets and supporting the spread of Zero-Emission Vehicles (ZEVs) on California roadways.

Project Stakeholders

Inyo County Local Transportation Commission will be the lead agency for this project and will hire a consultant to complete all aspects of the project, should it be funded. Stakeholders will include but not be limited to:

1. County of Inyo
2. City of Bishop
3. Caltrans
4. Bishop Paiute Tribe
5. Fort Independence
6. Big Pine Paiute Tribe
7. Lone Pine Reservation
8. Timbisha Shoshone Tribe
9. US Forest Service
10. Bureau of Land Management
11. National Park Service
12. Bishop Chamber of Commerce
13. Lone Pine Chamber of Commerce
14. Eastern Sierra Transit Agency
15. City of Los Angeles Department of Water and Power
16. Southern California Edison

- 17. Inyo County schools
- 18. Eastern Sierra Small Business Resource Center

Overall Project Objectives

- Develop a plan for expanding and strengthening the public EV charging infrastructure network in Inyo County.
- Enable ICLTC to seek funding and install charging infrastructure on county properties in a timely and effective manner.
- Build a roadmap for Inyo County to efficiently transition their vehicle fleet to ZEVs or low emission vehicles.
- Provide a means to encourage economic investment in rural disadvantaged communities and support vibrant local economies.
- Encourage multimodal transportation by placing an emphasis on EV charging facilities in outdoor public spaces.
- Enhance local understanding of EV technology through outreach and education efforts, encouraging EV adoption in rural areas.
- Reduce GHG emissions and reliance of fossil fuels.

Summary of Project Tasks

Task 01: Project Administration

Inyo County Local Transportation Commission, as the grantee, will hold a kick-off meeting with Caltrans to review grant procedures, project expectations, invoicing, reporting, and all other relevant project information and objectives. ICLTC will be responsible for all quarterly reporting to Caltrans and will manage the project in accordance with the grant guidelines, the grant contract between Caltrans and ICLTC, and local planning regulations.

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes
Signed grant contract between Caltrans and ICLTC
Refined Scope of Work (if applicable)
Quarterly invoices and progress reports
Final report and invoice

Task 02: Consultant Procurement

ICLTC will procure a consultant to complete the project. ICLTC will circulate a Request for Proposal (RFP) and go through the selection process, using proper competitive procurement procedures as defined in the grant contract and guidelines, Caltrans LAPM, and state and federal requirements.

ICLTC will hold a kick-off meeting with selected Consultant and Team to discuss project schedule and sign a contract. ICLTC will meet with Consultant Team monthly to discuss progress.

Task Deliverables
Request for Proposal/Qualifications
Executed contract between ICLTC and consultant
Amendments to the consultant contract (if applicable)
Monthly meeting minutes

Task 1: Stakeholder Coordination

The Consultant Team will develop and maintain a stakeholder database throughout the duration of the project. This database will include stakeholder name, contact information, as well as the preferred method of contact and potential key concerns and/or areas of project interest. Stakeholders will not only be contacted individually for input, but they will also receive an invitation to participate in the online survey and interactive mapping tool, identified in Task 3: Public Outreach. All input will then be taken into consideration during Plan development.

Task Deliverables
Stakeholder database
Summary of input received from stakeholders

Task 2: Stakeholder Advisory Committee

The Consultant Team will form a Stakeholder Advisory Committee (SAC) that will provide technical expertise and guidance to the Consultant Team throughout the project. Stakeholders will be chosen for the SAC based on technical expertise, professional position, and by using snowball sampling techniques. The SAC will meet with the Consultant Team several times throughout the project:

- An initial kick-off meeting will be held where the Consultant Team will explain the purpose of the SAC and the project process and will solicit initial feedback on aspects of the project that they see as the most important/challenging and next steps.
- A second meeting where the Consultant Team will present findings of existing conditions, summary of the site analysis results, summary of the economic analysis results, and a summary of local public outreach results.
- A final meeting will be held to discuss the Draft Final Report.

Throughout the project, the SAC will be kept updated on project milestones and achievements via regular communication from the Consultant Team.

Task Deliverables
Stakeholder Advisory Committee member list
SAC meeting notes

Task 3: Public Outreach

The Consultant Team will prepare a community engagement plan that will include the following components:

- An online survey, offered in both English and Spanish, that assesses public perception of EV technology, gathers data on present and future EV usage in Inyo County, evaluates potential local impact of project implementation, and provides the opportunity to comment. This survey will be developed on the Survey Monkey platform and will be available via a link and QR code.
- Conduct two workshops, with at least one virtual workshop being held outside of standard working during the evening or the weekend. The SAC will assist the Consultant Team in choosing in-person workshop locations, with preference being given to unincorporated disadvantaged communities on a state or county highway. Exhibits and paper surveys will be created for these workshops and a box for anonymous comments/input will be provided.
- GIS will be used to create an interactive mapping tool, where community members can identify their preferred or high priority options for charging facility locations and provide comments. Consultant Team will team up with community organizations, schools, agencies, and public utility providers to encourage public engagement with this mapping tool.
- Once siting analysis has been completed, property owners of recommended EV charging facility sites will be contacted to be made aware of the recommendation. Property owners will be provided with information on the Plan, and the process of funding, permitting, and installation.

The community will also be able to provide feedback when the project is presented to Councils, Commissions, and Boards.

Task Deliverables
Community Survey questions (both in English and Spanish), link, and QR code
Workshop dates, locations, and sign in sheets
Link to interactive GIS map tool
Presentation Materials for in-person and virtual workshops

Task 4: Existing Conditions

Consultant Team will evaluate existing conditions in Inyo County and the region. This will include:

- Review of the Inyo County RTP, General Plan, and zoning/permitting regulations with respect to EV charging stations.
- Review of the City of Bishop General Plan and zoning/permitting regulations with respect to EV charging stations.
- Review of the State of California Governor's Office of Planning and Research Zero-Emission Vehicles in California: Community Readiness Guidebook.
- Review completed or in-progress studies being conducted by Caltrans regarding EV infrastructure along the US 395 corridor.
- Analysis of the most recent demographic and economic statistics available from American Community Survey, Longitudinal Employer-Household Dynamics dataset, and human service agencies and state agencies.
- Identification and location of communities and neighborhoods that qualify as disadvantaged, including federally recognized tribes.
- Location of existing public EV charging infrastructure in the County and the region, specifying type and distance from 3 closest chargers.
- Analysis of most recently available traffic patterns and volumes for both residents and visitors.
- Use data for key destinations of interest, such as parks, and campgrounds.
- Description of types of EV charging units and associated electricity requirements

Task Deliverables
Summary of Existing Conditions
Figures of traffic data, use data, and demographic and economic data

Task 5: Siting Analysis

The objective of this task will be to conduct an initial feasibility analysis to identify sites for potential EV charging facility locations within geographic Inyo County which will enable EV travel within and through Inyo County. The Consultant Team will rank potential site locations based on the following:

- Traffic volumes and travel patterns to/from the location.
- Community population served by the site.
- Proposed housing or residential developments nearby
- Connections to tourism (national parks, county parks, hiking trails).
- Distance to regional EV charging locations.
- Public input, as provided through the online survey and workshops.
- Stakeholder input and SAC initial input.
- A multimodal service area assessment, that identifies transit stops, housing units, disadvantaged communities and businesses within biking, walking, and transit distance for each potential charging location.

A feasibility assessment that evaluates electric grid network needs, permitting requirements and identifies responsible entities/jurisdictions for each potential charging location will also

be conducted. The Consultant Team will compile a summary table listing proposed charging locations, landowner, number and type of EV chargers recommended, key destinations nearby, grid feasibility, and other important benefits and disadvantages of the site. In conjunction with the summary table, the Consultant Team will produce a comprehensive map displaying each recommended EV charging location categorized by priority.

County-Operated Property (COP) Siting Analysis

Consultant Team will conduct a more in-depth evaluation of properties owned or leased and operated by the County of Inyo, such as parks, campgrounds, parking lots, and offices, as potential public EV charging facility locations, as these locations will likely be more feasible for the county to implement quickly. Analysis will include the following:

- Data collection on facility usage at peak times, utilizing traffic counts and counters at key locations.
- How COPs fit into the regional EV charging network discussed in the Siting Analysis.
- Parking spaces available and current usage of existing parking spaces.
- Assessment of existing EV infrastructure demand through in-person user surveys.
- Opportunities for E-bike and scooter charging on site
- Calculation of future infrastructure demand at these facilities based off collected data and state forecast models for EV growth.
- Evaluation of interactive mapping tool described in Task 3 to integrate public input.
- Need and feasibility of additional features such as more parking, lighting or ADA accessibility.
- Need for electrical grid upgrades or additional electrical engineering work.

This task will lead to a recommendation for the County of Inyo as to which COPs make the most sense for high priority EV charging stations.

Task Deliverables
Summary and Findings of Siting Analysis
Map and ranking of high priority locations by the public input process
Map and list of COP site ranking
Map and summary of multimodal service area assessment
Summary of feasibility assessment results
Composite score ranking of EV charging facility sites

Task 6: Infrastructure Analysis

Consultant Team will work closely with Los Angeles Department of Water and Power and Southern California Edison, as the two major electricity providers to the region, to assess the ability of the electric grid to tolerate project implementation. This analysis will consider the following:

- Current capacity of the electric grid for additional EV chargers, including specific numbers and types.
- Future potential capacity of the electric grid, considering any proposed upgrades/capital improvements to grid.
- Peak demand and off-peak demand for current and future grid capacity to handle EV chargers.
- Capacity of electric grid to support hydrogen fueling infrastructure, such as fueling stations and/or production plant.

Task Deliverables
Summary and Findings of Infrastructure Analysis

Task 7: County Fleet Transition Analysis

As part of this study, the Consultant Team will evaluate the needs and barriers to transitioning the Inyo County vehicle fleet to ZEVs or low emission vehicles by:

- Compiling complete data on the current Inyo County vehicle fleet, including size, types, usage/purpose, average annual mileage and fuel demands.
- Reviewing the existing replacement schedule for vehicle fleet.
- Evaluating the feasibility of the existing maintenance facility to support new charging infrastructure.
- Providing a high-level cost/benefit analysis of pursuing hydrogen fueling for the County fleet.
- Developing a timeline for transition that complements the existing vehicle replacement schedule and provides a roadmap for the pursuit of funding.

Task 7 will result in the delivery of a separate memorandum.

Task Deliverables
Summary of existing County vehicle fleet
Cost/benefit analysis of hydrogen
Detailed timeline for transition

Task 8: Economic Analysis

Consultant Team will conduct an economic analysis, weighing both the financial benefits and costs of overall project implementation. This analysis will:

- Evaluate the financial investment required for project implementation, analyzing cost of installation at each potential site, including estimated cost of charging units, site improvements (additional parking, signage, ADA accessibility etc.), E-bike charging and electric grid upgrades required.
- Evaluate economic benefits of implementation and the economic cost of not implementing the plan by looking at revenue gained/lost for businesses in Inyo County due to implementation/failure to implement project.

- Analyze the most recent population and economic forecasts available from the Department of Finance, Department of Energy, and Department of Transportation to quantify future EV demand.
- Discuss potential revenue gained through EV charging fees.
- Discuss on-going maintenance costs for EV charging locations, including who would be responsible and if charging fees would be sufficient to cover these costs.
- Evaluate potential grant funding sources available for project implementation, including grant description, application guidelines and requirements, and amount available.

Task Deliverables
Summary and Findings of Economic Analysis
Cost Benefit Analysis of Plan Implementation
List of funding sources for Plan Implementation

Task 9: Implementation Plan

The Consultant Team will prepare an implementation plan that consists of the following:

- Preferred timeline for implementation of EV charging stations beginning with high priority (top ranked) locations.
- Specific timelines for grant funding opportunities, including application deadlines.
- Clearly defined jurisdictional and agency responsibilities and opportunities for successful project completion.
- Timeline and guide to permitting process for installation of chargers within each jurisdiction.
- Guide for additional electrical engineering analysis required to implement EV charging stations.
- An outreach/education plan for post-installation that will include the notification of all applicable agencies and databases of new EV chargers, an outreach campaign that will notify the public of new chargers through county and local government websites, news outlets, and social media, and an education campaign aimed at raising awareness of EV technology within disadvantaged Inyo County local communities that will include a hands-on component and an online teaching component.
- Coordination with landowners where high priority EV charging stations have been identified on private property.

Task Deliverables
Implementation Plan
Outreach/Education Plan

Task 10: Draft and Final Plan

The Consultant Team will prepare and present to ICLTC, the SAC, stakeholders, and the public a draft plan. Consultant Team will then work to incorporate or address any comments received on the Draft Plan into the Final Plan.

The Final Plan will acknowledge this grant program as its funding source and thank all contributing agencies and stakeholders for their input.

Task Deliverables
Draft Inyo County EV Charging Infrastructure Network Plan
Response to comments received on Draft Plan
Final Inyo County EV Charging Infrastructure Network Plan

Task 11: Board Review/Approval

Consultant will present the Final Plan to the Inyo County Board of Supervisors for approval.

Task Deliverables
PDF of the final EV Charging Infrastructure Network Plan
Presentation material for Board presentation
Board meeting minutes

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
x	Use the Fiscal Year 2023-24 template provided (do not alter the template)
x	List all tasks with the same title as stated in the Scope of Work
x	Include task numbers in proper sequencing, consistent with the Scope of Work
x	Exclude sub-task numbers and sub-headings
x	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
x	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
x	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the <u>grantee and sub-recipient(s) only</u> .
x	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
x	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
x	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
x	Include a grant amount for each Task (excluding Tasks 01 and 02)
x	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
x	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2023-24 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
x	Include a best estimate of the amount of time needed to complete each task
x	State a realistic total cost for each task based on the work that will be completed
x	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
x	Start the timeframe at the beginning of the grant period (July 2023 for MPO/RTPAs; November 2023 for non-MPO/RTPAs)
x	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) and type of funds (State or federal) (See Grant Application Guide, Chapter 9.2, for more details)

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category	Sustainable Communities Competitive Technical
Grant Fiscal Year	FY 2023-24
Project Title	Inyo County Electric Vehicle Charging Infrastructure Network Plan
Organization (Legal name)	Inyo County Local Transportation Commission
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator
Reimbursements/ Invoicing	Does your agency plan to request reimbursement for indirect costs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24				FY 2024/25				FY 2025/26											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
01	Project Administration (no more than 5% of total grant funds)	\$7,000	\$907.00		\$7,907																				
02	Consultant Procurement	\$2,500	\$324.00		\$2,824																				
1	Stakeholder Coordination	\$5,000	\$648.00		\$5,648																				
2	Stakeholder Advisory Committee	\$5,000	\$648.00		\$5,648																				
3	Public Outreach	\$15,000	\$1,944.00		\$16,944																				
4	Existing Conditions	\$15,000	\$1,944.00		\$16,944																				
5	Siting Analysis	\$30,000	\$3,887.00		\$33,887																				
6	Infrastructure Analysis	\$30,000	\$3,887.00		\$33,887																				
7	County Fleet Transition Analysis	\$30,000	\$3,887.00		\$33,887																				
8	Economic Analysis	\$15,000	\$1,944.00		\$16,944																				
9	Implementation Plan	\$15,000	\$1,944.00		\$16,944																				
10	Draft and Final Plan	\$28,000	\$3,628.00		\$31,628																				
11	Board Review/Approval	\$4,000	\$519.00		\$4,519																				
Totals		\$201,500	\$26,111.00	\$0	\$227,611																				

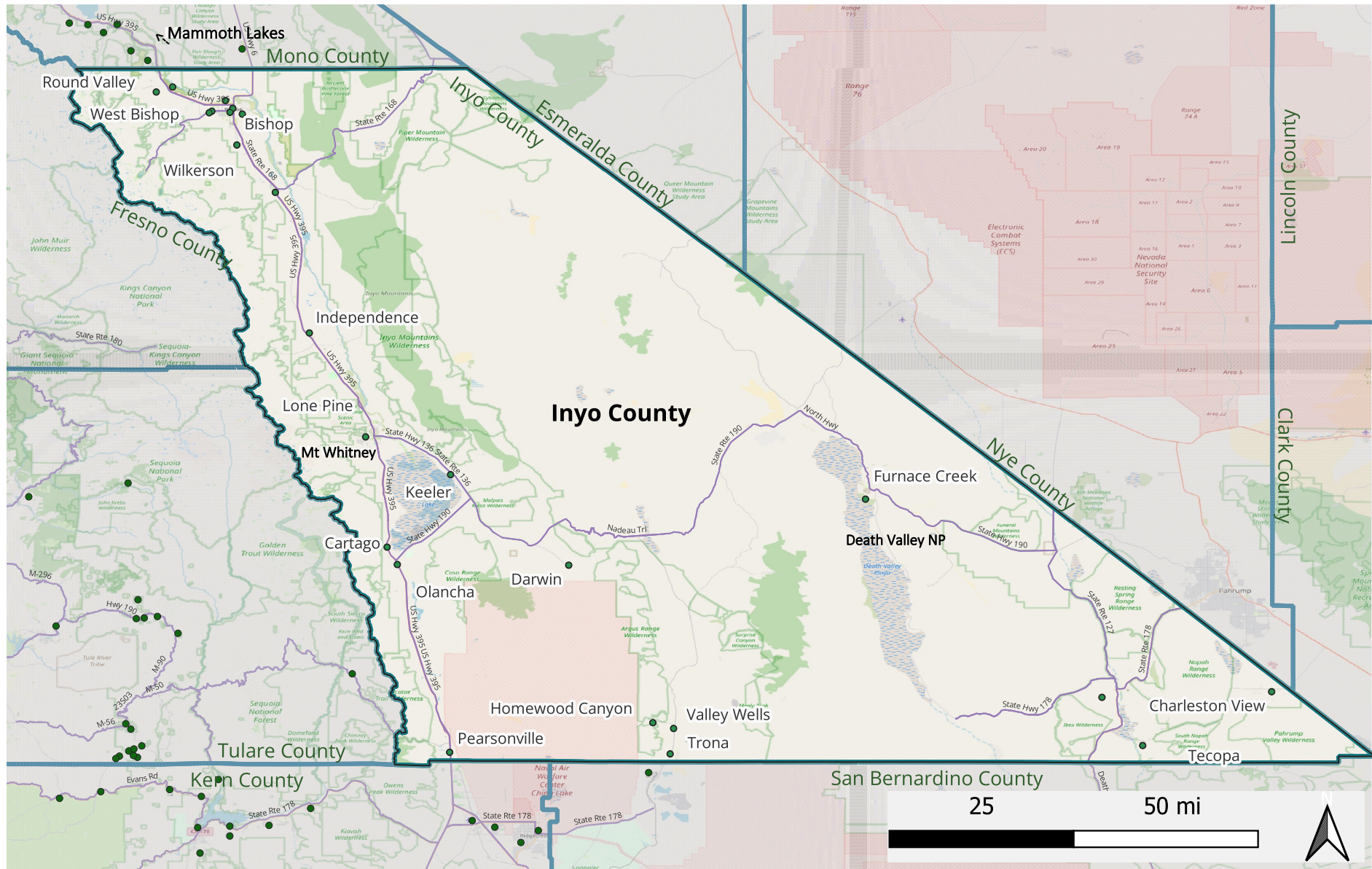
Appendix A

Figure 1. Project Area: Inyo County

US Census Bureau QuickFacts

Figure 1

Project Area: Inyo County



Data Source: US Census 2023

QuickFacts
Inyo County, California

[What's New & FAQs >](#)

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

-- Select a fact --



Table

All Topics	Inyo County, California
Population, Census, April 1, 2020	19,016
PEOPLE	
Population	
Population Estimates, July 1 2022, (V2022)	NA
Population Estimates, July 1 2021, (V2021)	18,970
Population estimates base, April 1, 2020, (V2022)	NA
Population estimates base, April 1, 2020, (V2021)	19,016
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	-0.2%
Population, Census, April 1, 2020	19,016
Population, Census, April 1, 2010	18,546
Age and Sex	
Persons under 5 years, percent	5.2%
Persons under 18 years, percent	20.9%
Persons 65 years and over, percent	24.1%
Female persons, percent	49.6%
Race and Hispanic Origin	
White alone, percent	79.2%
Black or African American alone, percent (a)	1.2%

Appendix B

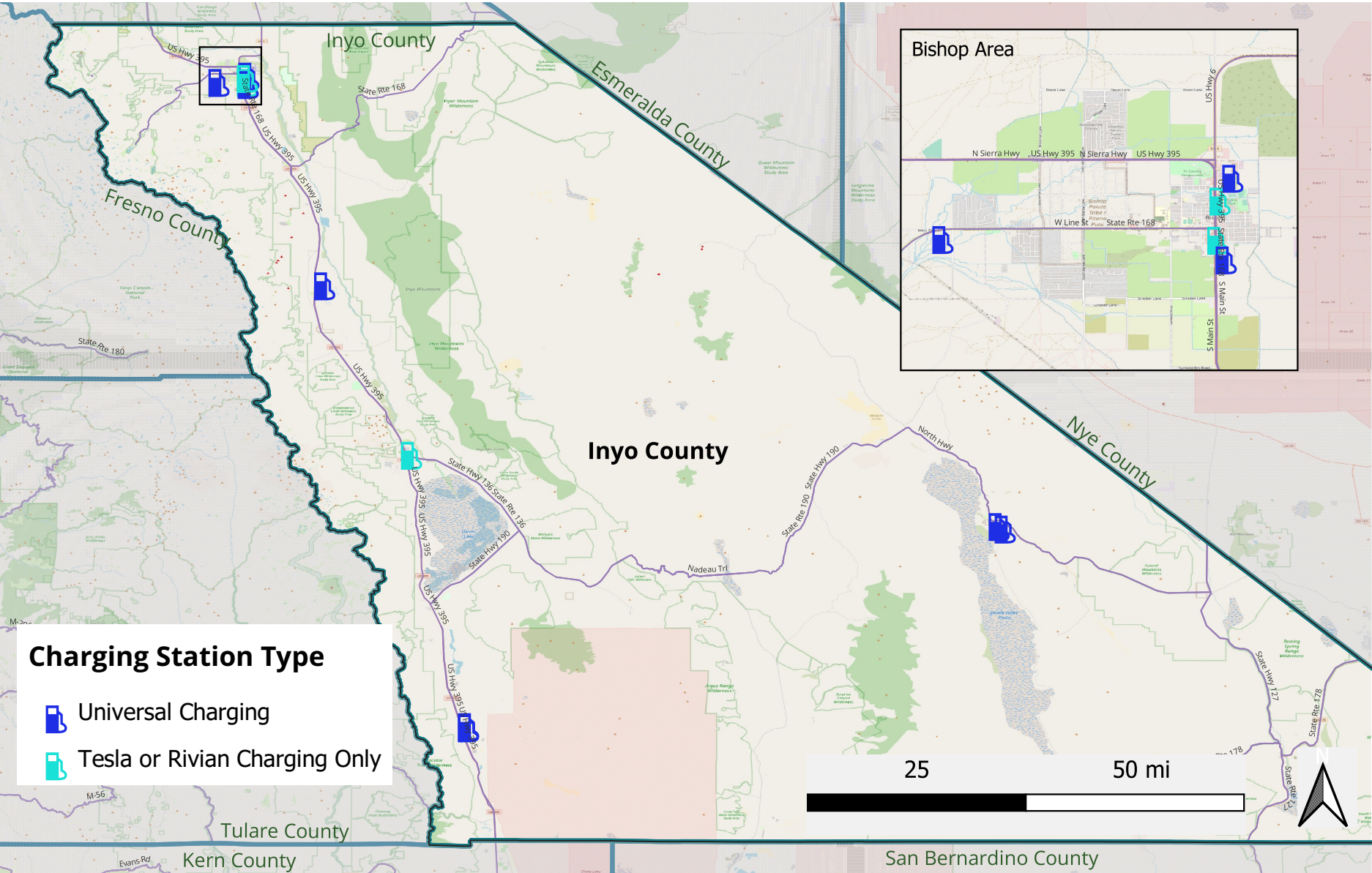
Figure 2. Existing Inyo County Public EV Charging Locations

Figure 3. Alternative Fuel Corridors

State of CA Energy Commission Inyo County ZEV Visualization

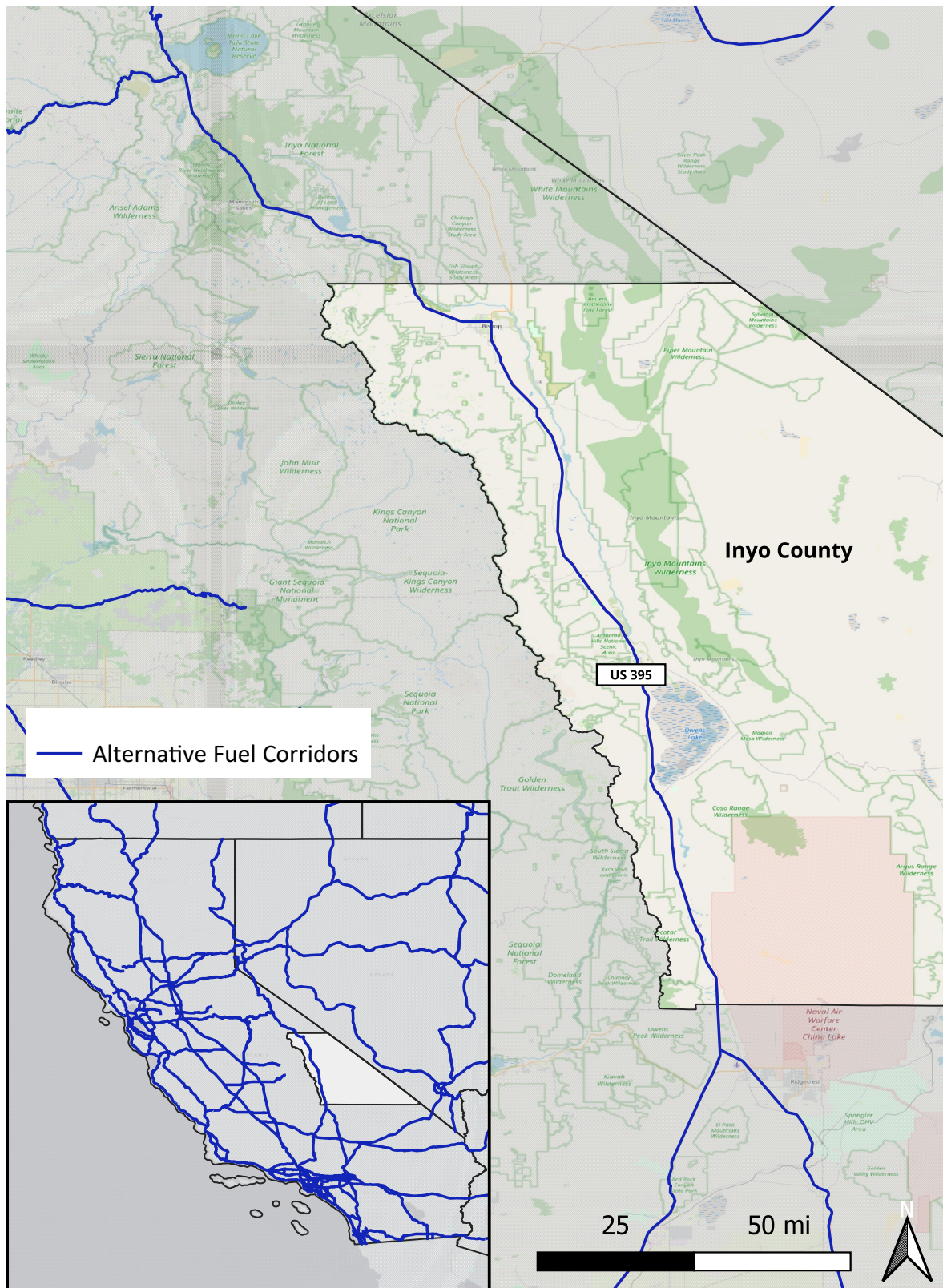
State of CA Energy Commission California ZEV Visualization

Figure 2 Existing Inyo County Public EV Charging Locations



Data Source: US Department of Energy 2023

Figure 3 Alternative Fuel Corridors



Source: US DOT 2022

ZEV POPULATION

Total Light-Duty Vehicles end of 2021

124

Battery Electric (BEV) Plug-in Hybrid (PHEV)

0.344%
70

0.265%
54

NON-ZEV POPULATION

Total Light-Duty Vehicles end of 2021

20,251

Diesel

6.537%
1,332

Flex Fuel

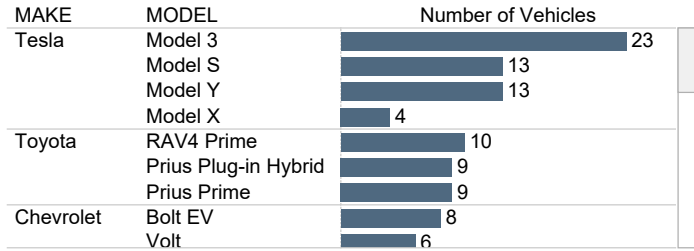
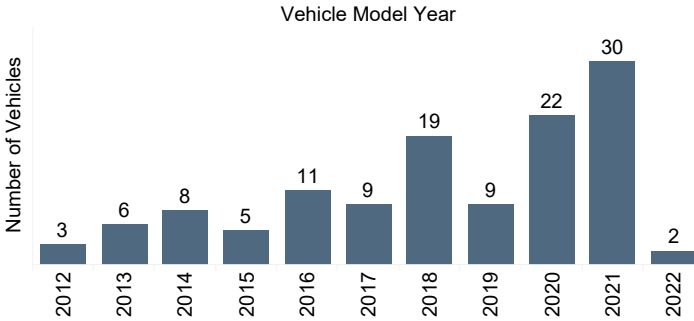
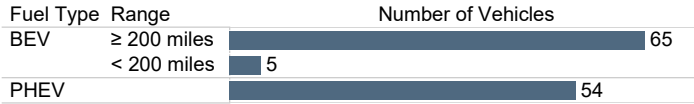
4.982%
1,015

Gasoline

85.487%
17,418

Gasoline Hybrid

2.385%
486



SELECT FILTERS

- Year
2021
- Map Filter
County
- County
Inyo
- Fuel Type
All
- Make
All



For additional information about the data and how to cite this visualization, see the [dashboard](#).

ZEV POPULATION

Total Light-Duty Vehicles end of 2021

837,887

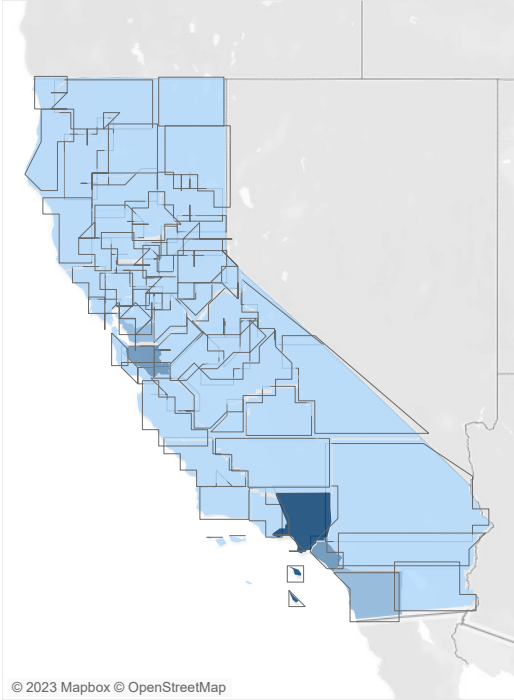
Battery Electric (BEV)	Plug-in Hybrid (PHEV)	Fuel Cell (FCEV)
1.745%	1.020%	0.034%
522,445	305,315	10,127

NON-ZEV POPULATION

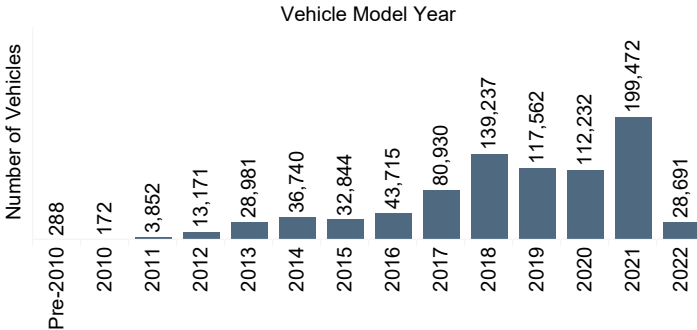
Total Light-Duty Vehicles end of 2021

29,104,630

Diesel	Flex Fuel	Gasoline	Gasoline Hybrid	Natural Gas	Propane
1.971%	4.038%	86.828%	4.336%	0.028%	0.000%
590,216	1,208,970	25,998,618	1,298,275	8,461	90



Fuel Type	Range	Number of Vehicles
BEV	≥ 200 miles	452,200
	< 200 miles	70,245
PHEV		305,315
FCEV		10,127



MAKE	MODEL	Number of Vehicles
Tesla	Model 3	197,125
	Model Y	81,838
	Model S	65,118
	Model X	33,483
	Roadster	450
Toyota	Prius Prime	53,131
	Prius Plug-in Hybrid	23,654
	RAV4 Prime	9,023
	Mirai	8,391

SELECT FILTERS

- Year: 2021
- Map Filter: County
- County: All
- Fuel Type: All
- Make: All



For additional information about the data and how to cite this visualization, see the [dashboard](#).

Appendix C

Table C1. Inyo County Traffic Counts

Table C2. 2022 Diaz Lake Campground Visitor Data

Table C3. County-owned Parks and Campgrounds

TABLE C1: Inyo County Traffic Counts

Location ⁽¹⁾	Dates	Average Daily Traffic Count
Dehy Park	Feb 7-14, 2023	24
	Feb 11-12, 2023	21
Spainhower Park	Feb 7-14, 2023	142
	Feb 11-12, 2023	127
Diaz Lake Campground	Feb 7-14, 2023	148
	Feb 11-12, 2023	187

Note 1: Locations are county-owned facilities.

Source: Inyo County Department of Parks and Recreation, 2023

TABLE C2: 2022 Diaz Lake Campground Visitor Data

Month	Visitors	Campsites In Use
January	143	48
February	337	112
March	1,142	381
April	1,918	639
May	2,861	954
June	2,658	886
July	3,999	1333
August	1,925	642
September	2,462	821
October	1,104	368
November	581	194
December	124	41

Source: Inyo County Department of Parks and Recreation, 2023

TABLE C3: County-owned Parks and Campgrounds

Name	Type	Location
Tecopa Hot Springs	Campground	Tecopa
Diaz Lake	Campground	Lone Pine
Brown's Town	Campground	Bishop
Pleasant Valley	Campground	Bishop
Glacier View	Campground	Big Pine
Baker Creek	Campground	Big Pine
Independence	Campground	Independence
Portagee Joe	Campground	Lone Pine
Millpond Recreation Area	Campground	Round Valley
Tinnemaha	Campground	Birch Creek
Taboose	Campground	Aberdeen
Izaak Walton	Park	Bishop
Millpond Recreation Area	Park	Bishop
Independence	Park	Independence
Mendenhall	Park	Big Pine
Dehy	Park	Independence
Spainhower	Park	Lone Pine
Johnson Field	Park	Independence
Starlight	Park	Bishop

Source: Inyo County, 2023

Appendix D

Table D1. County of Inyo Vehicle Fleet

Table D2. Storage Locations of County of Inyo Fleet Vehicles

TABLE D1: County of Inyo Fleet Vehicles

Vehicle Description	Type	Number in Fleet
Dump Truck	Heavy Duty	20
Large Pickup Truck	Heavy Duty	47
Plow Truck	Heavy Duty	3
Tank Truck	Heavy Duty	2
Misc Large Truck	Heavy Duty	10
Bus	Heavy Duty	1
Van	Light/Medium Duty	16
Small Pickup Truck	Light/Medium Duty	70
SUV	Light Duty	118
Car/Sedan	Light Duty	23
Total Fleet Vehicles		310

Source: Inyo County, 2023

TABLE D2: Storage Locations of County of Inyo Fleet Vehicles

Facility	Location
Quilter Consolidated Office Building	Bishop
3rd Street Yard	Bishop
3236 W Line St	Bishop
Mazourka Cyn Rd	Independence
Inyo County Jail	Independence
Inyo County Courthouse/Annex	Independence
150 Dewey St	Big Pine
162 N Lone Pine Ave	Lone Pine
303 S Highway 127	Shoshone

Source: Inyo County, 2023

Appendix E

Letters of Support



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Cynthia M. Ruiz, Vice President
Mia Lehrer
Nicole Neeman Brady
Nurit Katz
Chante L. Mitchell, Secretary

Martin L. Adams, General Manager and Chief Engineer

February 13, 2023

Mr. Michael Errante
Executive Director
Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Errante:

Subject: Letter of Support for the Inyo County Application for the Caltrans Sustainable Transportation Planning Grant

On behalf of the Los Angeles Department of Water and Power (LADWP), I would like to express support for the Inyo County Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure in Inyo County (County).

LADWP continues to play an active role with partner agencies and organizations to promote transportation electrification. To support clean energy goals, LADWP is committed to promoting and improving access to electric vehicles and charging stations and has continued to focus on improving access to EV charging stations in disadvantaged communities. LADWP has various operational facilities in the County and fully supports the effort to secure funding that will lead to the expansion of EV infrastructure in this rural community.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the County. Having a more complete network of charging facilities and having a plan to guide that will support vital investment in the County's rural local economy and will help achieve statewide targets for green house gas reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

Mr. Michael Errante
Page 2
February 13, 2023

As a member of the community and a part of the LADWP, I strongly support the County's effort to secure grant funding to coordinate the planning effort around EV charging throughout the County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam', with a long horizontal flourish extending to the right.

Adam Perez
Manager of Aqueduct

c: Ms. Jennifer Roeser, Inyo County Board of Supervisors
Mr. Nate Greenberg, County Administrative Officer, County of Inyo
Mr. Jeff Griffiths, Inyo County Board of Supervisors



120 South Main Street • PO. Box 749 • Lone Pine, CA 93545

02/08/2023

Michael Errante
Executive Director
Inyo County Local Transportation Commission
PO Drawer Q
Independence, CA 93526

Dear Mr. Errante,

The Lone Pine Chamber of Commerce would like to express its support for the Inyo County Local Transportation Commission's (ICLTC) Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure in the County.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the County. Having a more complete network of charging facilities and having a plan to guide that will support vital investment in our rural local economy and will help achieve statewide targets for GHG reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

Lone Pine is situated at the Gateway to Death Valley and Mt. Whitney, and the Lone Pine Chamber of Commerce recognizes the need for EV charging infrastructure in and around Lone Pine for locals and tourists alike, as the market for EV steadily expands. The Lone Pine Chamber of Commerce strongly supports The ICLTC's efforts to secure grant funding to coordinate the planning efforts around EV charging in Lone Pine and throughout the County of Inyo.

Sincerely,

Angelica Mora Rodriguez

Executive Director

Lone Pine Chamber of Commerce



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



February 28, 2023

Michael Errante, Executive Director
Inyo County Local Transportation Commission
PO Drawer Q
Independence, CA 93526

Re: Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant

Dear Mr. Errante,

The Inyo County Board of Supervisors would like to express their support for the Inyo County Local Transportation Commission's (ICLTC) Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure in the County.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the County. Having a viable network of charging facilities and having a plan to guide that will support vital investment in our rural local economy and will help achieve statewide targets for GHG reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

The plan will improve public access and enhance equity by proactively collaborating with landowners and utilities to identify suitable placement for EV charging. In addition, the Inyo County Board of Supervisors oversees numerous facilities, including County buildings, campgrounds and parks that can provide ideal charging locations to augment existing EV charging expansion efforts, and fill in 'gaps' as electric vehicle adoption steadily climbs. Increasing access to the visiting public to EV charging infrastructure where they camp and recreate will enhance the quality and the range of the visitors' experience in Inyo County. Inyo County is committed to meeting California's GHG targets, and to that end, this planning grant would generate a roadmap to convert County fleets from gas powered to ZEV.

The Inyo County Board of Supervisors strongly supports The ICLTC's efforts to secure grant funding to coordinate the planning efforts around EV charging in throughout the County of Inyo.

Sincerely,

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

Parks and Recreation
Michael Errante, Public Works Director
John Pinckney, Assistant Director
Chris Cox, Deputy Director, Parks



TEL. (760) 878-0201
FAX. (760) 878-2001
E-MAIL: ccox@inyocounty.us

COUNTY OF INYO
Public Works
PO Drawer Q, 168 N. Edwards St.
Independence, California 93526

02/08/2023

Michael Errante
Executive Director
Inyo County Local Transportation Commission
PO Drawer Q
Independence, CA 93526

Re: Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant

Dear Mr. Errante,

The Inyo County Parks and Recreation Division of the Department of Public Works would like to express their support for the Inyo County Local Transportation Commission's (ICLTC) Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure in the County.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the County. Having a more complete network of charging facilities and having a plan to guide that will support vital investment in our rural local economy and will help achieve statewide targets for GHG reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

The Inyo County Parks and Recreation Division manages numerous facilities, including campgrounds and parks that can provide ideal charging locations to augment existing EV charging expansion efforts. Providing access to the visiting public to EV charging infrastructure where they camp and recreate will enhance the quality and potentially the range of the

visitors' experience in Inyo County. The Inyo County Parks and Recreation Division strongly supports The ICLTC's efforts to secure grant funding to coordinate the planning efforts around EV charging throughout the County of Inyo.

Sincerely,

A handwritten signature in blue ink that reads "Chris Cox". The signature is written in a cursive style with a horizontal line underneath it.

**Chris Cox, Deputy Director
Inyo County Parks and Recreation Department**



February 21, 2023

Michael Errante
Executive Director
Inyo County Local Transportation Commission
PO Drawer Q
Independence, CA 93526

Re: Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant

Dear Mr. Errante,

The Bishop Chamber of Commerce would like to express support for the Inyo County Local Transportation Commission's (ICLTC) Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure within the City of Bishop and throughout Inyo County.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the region. Having a more complete network of charging facilities and having a plan to guide that will support vital investment in our rural local economy and will help achieve statewide targets for GHG reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

Bishop is known as the "Small Town with a Big Back Yard" and is a gateway to countless world class destinations in the Eastern Sierra including, the Volcanic Tablelands, Bishop Creek Canyon, Buttermilk Recreation Area, Ancient Bristlecone Pine Forest, Death Valley, and Mt. Whitney. These awe-inspiring locations attract visitors from around the world for hiking, climbing, fishing, photography, biking and sightseeing. The Bishop Chamber of Commerce recognizes the need for EV charging infrastructure in and around the City for locals and tourists alike, as the market for EV steadily expands.

The Bishop Chamber of Commerce strongly supports The ICLTC's efforts to secure grant funding to coordinate the planning efforts around EV charging in the City of Bishop and throughout the County of Inyo.

Sincerely,

Tawni Thomson
Executive Director, Bishop Chamber of Commerce and Information Center

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
 P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
 (916) 261-3326 | TTY 711
www.dot.ca.gov



August 31, 2023

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	2023-24	Grant Category	Sustainable Communities Competitive	Grant Fund Source	RMRA
Project Title	Inyo County Electric Vehicle Charging Infrastructure Network Plan				
Grantee/Agency	Inyo County Local Transportation Commission				
Executive Director	Michael Errante				
Grantee/Agency Contact	John Pinckney				
Sub-Recipient(s)					
Caltrans District Contact(s)	Neil Peacock, Catherine Carr				
Caltrans District Contact(s) E-mail	neil.peacock@dot.ca.gov, catherine.carr@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$201,500	\$26,111	\$0	\$26,111	11.47%	\$227,611
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
9/28/23		6/30/26		8/31/26	
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.					

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
 - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program
Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
 - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they accrued.
 - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
 - Ensure the consultant procurement task includes the following deliverables: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
 - Unless prior arrangements are made, the earliest project start date is November 1, 2024, with an end date of June 30, 2026. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one Task must extend to the grant expiration date on June 30, 2026.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
 - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
 - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
 - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
 - Submit a Third-Party In-kind Valuation Plan. The District can provide a copy of the valuation plan checklist and template.
- **Overall Work Program (OWP)** – In accordance with the *OWP and Grant Amendment Guidelines*, submit a current Fiscal Year Draft OWP and OWP Agreement (OWPA) Amendment, which includes the following:
 - The Draft OWP/OWPA Amendment must include the Amendment Transmittal Memo, OWPA, OWP Budget Summary, and a standalone Work Element. These items must show

consistent funding information for the grant project and include the full grant and local match amounts.

- The Work Element title must be consistent with the project title identified on the Grant Application Cover Sheet. The Work Element name and number must remain the same until the project is completed.
 - In the Work Element, separate Tasks and Product Deliverables that will be accomplished in the current FY OWP from Tasks and Products that will be accomplished in future FYs. This can be accomplished by inserting a sub-heading for "current" and "future" work in the narrative.
 - A Draft Board Resolution to amend the OWP/OWPA and program the entire grant amount and local match funds.
- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the MPO/RTPA Master Fund Transfer Agreement for an overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** – Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects
 - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP
 - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
 - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis
- **Invoicing and Financial Requirements** –
 - Maintain a proper accounting system (MS Excel is unacceptable)
 - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly
 - One-time, lump sum invoices are not allowed
 - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice
 - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your District Regional Planning Liaison.
 - All work must be completed by June 30, 2026.
 - Final RFR/invoice and the final product are due no later than August 31, 2026.
 - The final RFR/invoice will not be processed without the final product
 - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: <https://ig.dot.ca.gov/resources>

- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.



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

October 3, 2023

Reference ID:
2023-4114

Award Contract for Highway Safety Improvement Program (HSIP) Onion Valley Road Guardrail Project (ZP-21-019)

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2023-2024 State Funded Road Budget (034601) as follows: increase estimated revenue in Operating Transfers In 4998 by \$232,950, increase appropriation in Onion Valley Guardrail Project Object Code 5715 by \$232,950, and increase appropriations in Road Budget 034600 Object Code 5801 Operating Transfers Out by \$232,950 utilizing the Road Fund Balance (*4/5ths vote required*);
- B) Approve the contract between the County of Inyo and Coral Construction of Wilsonville, OR for the HSIP Onion Valley Guardrail Project in an amount not to exceed \$1,024,950, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. Eastern Sierra Engineering was awarded a design contract as a result of an RFP issued by Inyo County Public Works. Eastern Sierra Engineering has completed the design of the replacement guardrail segments. There were \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project. There is currently \$801,000 remaining HSIP grant funds available for construction. The Board approved the plans and specifications for the advertisement for bids at the June 6th, 2023 Board meeting. The low and only bid on the project was from Coral Construction Company of Wilsonville, Oregon.

Base Bid And Contract Value: \$1,024,950

FISCAL IMPACT:

Funding Source	Non-General Fund / Grant Funded (Highway Safety Improvement Program and RMRA)	Budget Unit	034601
Budgeted	Yes, with this budget amendment	Object Code	5715
Recurrence	One-time		
Current Fiscal Year Impact			
\$1,024,950			
Future Fiscal Year Impacts			
None			
Additional Information			

This operating transfer in from the Road Fund Balance will be utilizing RMRA funds that are programmed as a project on our approved project listing which was board approved June 6, 2023.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award the contract. This is not recommended as the HSIP Onion Valley Guardrail Project would not be constructed, and the guardrails would continue to degrade leading to safety concerns.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Coral Construction Contract
2. Coral Construction Bid Received 8-23-23
3. Onion Valley Road Guardrail Project Plans & Specs
4. HSIP Onion Valley Road Guardrail Project Bid Package 7-24-23
5. HSIP Onion Valley Road Guardrail Project Addendum 1 with Estimate 8-2-23
6. HSIP Onion Valley Road Guardrail Project Addendum 2 with Updated Engineers Estimate 8-3-23
7. HISP Onion Valley Guardrail Project Addendum 3 8-10-23

APPROVALS:

Greg Waters	Created/Initiated - 8/24/2023
Darcy Ellis	Approved - 8/28/2023
Greg Waters	Approved - 8/28/2023
Breanne Nelums	Approved - 8/29/2023
Denelle Carrington	Approved - 9/6/2023
Michael Errante	Approved - 9/6/2023
John Vallejo	Approved - 9/6/2023
Amy Shepherd	Approved - 9/7/2023
Nate Greenberg	Final Approval - 9/27/2023

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Contractor: _____

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

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

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

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

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

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

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

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

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

WHEREAS, Contractor has, by written Contract, dated , 20, entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

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

WHEREAS, Contractor has by written contract dated , 20 , entered into an Contract with the County for the construction of the PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

- 1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
2. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **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.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

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.

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

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

Waiver of Subrogation: Contractor hereby agrees to waive rights to 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 affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds in accordance with the bid package directions:

1. Bid Bond

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

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

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

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

-end-

COUNTY OF INYO BID TABULATION

Project Title: HSIP Onion Valley Guardrail Project

Bid Opening Date and Time: August 23, 2023 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA 1,2,3	TOTAL BID (All Locations Combined)	ALT A	ALT B
1	Coral Construction Co.	YES	YES	\$1,024,950.00	\$100.00	\$15,400.00
2						
3						

Opened By: Hayley Carter

Present: Greg Waters



BID PROPOSAL FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT Inyo County, CA

ENCLOSURES:

Bid Proposal Form

Bid Bond

Cashier's or Certified Check Form

Designation of Subcontractors

Certification Regarding Equal Employment Opportunity

Contractor's Labor Code Certification

Public Contract Code Section 7106 (Non-Collusion Affidavit)

Public Contract Code Section 10162 Questionnaire

Public Contract Code Statement (Section 10232)

Inyo County Ordinance No. 1156 (Contracting Preference)

Small Business Enterprise Commitment (Construction Contracts)

Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Hereinafter "County")

FROM: Coral Construction Company

PO Box 347

Wilsonville, OR 97080

(Hereinafter "Bidder")

FOR: **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**

(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on Wednesday, August 23, 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on Wednesday, August 9, 2023 starting at 10 AM at the Public Works Office, 168 N Edwards Street, Independence, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

Mobilization & Demobilization

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	2	LS	\$51,225.00	\$102,450.00
TOTAL BID AMOUNT:					\$102,450.00

BID TOTAL (IN NUMBERS): \$ 102,450.00

BID TOTAL (IN WORDS): One hundred two thousand Four hundred Fifty dollars

Segment 1 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1-2	Demolition	1	LS	\$5,000.00	\$5,000.00
1-3	Install Posts, Guardrail, and Terminations	1	LS	\$40,000.00	\$40,000.00
1-4	Finish Grading	1	LS	\$2,000.00	\$2,000.00
1-5	Traffic Control	1	LS	\$6,000.00	\$6,000.00
1-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$54,000.00

BID TOTAL (IN NUMBERS): \$ 54,000.00

BID TOTAL (IN WORDS): Fifty Four thousand dollars

Segment 2 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
2-2	Demolition	1	LS	\$4,000.00	\$4,000.00
2-3	Install Posts, Guardrail, and Terminations	1	LS	\$32,000.00	\$32,000.00
2-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
2-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
2-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$41,500.00

BID TOTAL (IN NUMBERS): \$ 41,500.00

BID TOTAL (IN WORDS): Forty one thousand Five hundred dollars

Segment 3 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
3-2	Demolition	1	LS	\$ 7,000.00	\$ 7,000.00
3-3	Install Posts, Guardrail, and Terminations	1	LS	\$ 23,000.00	\$ 23,000.00
3-4	Finish Grading	1	LS	\$ 1,000.00	\$ 1,000.00
3-5	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
3-6	Clean Up & Offhaul	1	LS	\$ 1,000.00	\$ 1,000.00
TOTAL BID AMOUNT:					\$ 35,000.00

BID TOTAL (IN NUMBERS): \$ 35,000.00

BID TOTAL (IN WORDS): Thirty Five thousand dollars

Segment 4 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4-2	Demolition	1	LS	\$ 2,000.00	\$ 2,000.00
4-3	Install Posts, Guardrail, and Terminations	1	LS	\$ 23,000.00	\$ 23,000.00
4-4	Finish Grading	1	LS	\$ 1,000.00	\$ 1,000.00
4-5	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
4-6	Clean Up & Offhaul	1	LS	\$ 1,000.00	\$ 1,000.00
TOTAL BID AMOUNT:					\$ 30,000.00

BID TOTAL (IN NUMBERS): \$ 30,000.00

BID TOTAL (IN WORDS): Thirty thousand dollars

Segment 5 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
5-2	Demolition	1	LS	\$6,000.00	\$6,000.00
5-3	Install Posts, Guardrail, and Terminations	1	LS	\$25,000.00	\$25,000.00
5-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
5-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
5-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$36,500.00

BID TOTAL (IN NUMBERS): \$ 36,500.00

BID TOTAL (IN WORDS): Thirty six thousand Five hundred dollars

Segment 6 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
6-2	Demolition	1	LS	\$2,000.00	\$2,000.00
6-3	Install Posts, Guardrail, and Terminations	1	LS	\$22,000.00	\$22,000.00
6-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
6-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
6-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$29,500.00

BID TOTAL (IN NUMBERS): \$ 29,500.00

BID TOTAL (IN WORDS): Twenty nine thousand Five hundred dollars

Segment 7 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
7-2	Demolition	1	LS	\$4,000.00	\$4,000.00
7-3	Install Posts, Guardrail, and Terminations	1	LS	\$34,000.00	\$34,000.00
7-4	Finish Grading	1	LS	\$2,000.00	\$2,000.00
7-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
7-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$44,000.00

BID TOTAL (IN NUMBERS): \$ 44,000.00

BID TOTAL (IN WORDS): Forty Four thousand dollars

Segment 8 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
8-2	Demolition	1	LS	\$3,000.00	\$3,000.00
8-3	Install Posts, Guardrail, and Terminations	1	LS	\$31,000.00	\$31,000.00
8-4	Finish Grading	1	LS	\$2,000.00	\$2,000.00
8-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
8-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$40,000.00

BID TOTAL (IN NUMBERS): \$ 40,000.00

BID TOTAL (IN WORDS): Forty thousand dollars

Segment 9 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
9-2	Demolition	1	LS	\$2,000.00	\$2,000.00
9-3	Install Posts, Guardrail, and Terminations	1	LS	\$22,000.00	\$22,000.00
9-4	Finish Grading	1	LS	\$1,000.00	\$1,000.00
9-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
9-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$ 29,000.00

BID TOTAL (IN NUMBERS): \$ 29,000.00

BID TOTAL (IN WORDS): Twenty nine thousand dollars

Segment 10 (Guardrail)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
10-2	Demolition	1	LS	\$3,000.00	\$3,000.00
10-3	Install Posts, Guardrail, and Terminations	1	LS	\$60,000.00	\$60,000.00
10-4	Finish Grading	1	LS	\$3,000.00	\$3,000.00
10-5	Traffic Control	1	LS	\$6,000.00	\$6,000.00
10-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$ 73,000.00

BID TOTAL (IN NUMBERS): \$ 73,000.00

BID TOTAL (IN WORDS): Seventy-three thousand dollars

Segment 10 (Concrete Roadway as Drawn)

10-7	Remove Asphalt	1	LS	\$25,000. ⁰⁰	\$25,000. ⁰⁰
10-8	Excavation, Grading, & Compaction	1	LS	\$80,000. ⁰⁰	\$80,000. ⁰⁰
10-9	Formwork	1	LS	\$29,000. ⁰⁰	\$29,000. ⁰⁰
10-10	Rebar	1	LS	\$15,000. ⁰⁰	\$15,000. ⁰⁰
10-11	Concrete Roadway & Curtain Wall	1	LS	\$56,000. ⁰⁰	\$56,000. ⁰⁰
TOTAL BID AMOUNT:					\$205,000. ⁰⁰

BID TOTAL (IN NUMBERS): \$ 205,000.⁰⁰

BID TOTAL (IN WORDS): Two hundred Five thousand dollars

Segment 11 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
11-2	Demolition	1	LS	\$3,000. ⁰⁰	\$3,000. ⁰⁰
11-3	Install Posts, Guardrail, and Terminations	1	LS	\$30,000. ⁰⁰	\$30,000. ⁰⁰
11-4	Finish Grading	1	LS	\$3,000. ⁰⁰	\$3,000. ⁰⁰
11-5	Traffic Control	1	LS	\$3,000. ⁰⁰	\$3,000. ⁰⁰
11-6	Clean Up & Offhaul	1	LS	\$2,000. ⁰⁰	\$2,000. ⁰⁰
TOTAL BID AMOUNT:					\$41,000. ⁰⁰

BID TOTAL (IN NUMBERS): \$ 41,000.⁰⁰

BID TOTAL (IN WORDS): Fourty one thousand dollars

Segment 12 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
12-2	Demolition	1	LS	\$12,000.00	\$12,000.00
12-3	Install Posts, Guardrail, and Terminations	1	LS	\$21,000.00	\$21,000.00
12-4	Finish Grading	1	LS	\$1,000.00	\$1,000.00
12-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
12-6	Clean Up & Offhaul	1	LS	\$2,000.00	\$2,000.00
TOTAL BID AMOUNT:					\$39,000.00

BID TOTAL (IN NUMBERS): \$ 39,000.00

BID TOTAL (IN WORDS): Thirty nine thousand dollars

Segment 13 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
13-2	Demolition	1	LS	\$3,000.00	\$3,000.00
13-3	Install Posts, Guardrail, and Terminations	1	LS	\$32,000.00	\$32,000.00
13-4	Finish Grading	1	LS	\$2,000.00	\$2,000.00
13-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
13-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$41,000.00

BID TOTAL (IN NUMBERS): \$ 41,000.00

BID TOTAL (IN WORDS): Forty one thousand dollars

Segment 14 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
14-2	Demolition	1	LS	\$4,000.00	\$4,000.00
14-3	Install Posts, Guardrail, and Terminations	1	LS	\$26,000.00	\$26,000.00
14-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
14-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
14-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$ 35,500.00

BID TOTAL (IN NUMBERS): \$ 35,500.00

BID TOTAL (IN WORDS): Thirty Five thousand Five hundred dollars

Segment 15 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
15-2	Demolition	1	LS	\$3,000.00	\$3,000.00
15-3	Install Posts, Guardrail, and Terminations	1	LS	\$24,000.00	\$24,000.00
15-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
15-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
15-6	Clean Up & Offhaul	1	LS	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT:					\$ 32,500.00

BID TOTAL (IN NUMBERS): \$ 32,500.00

BID TOTAL (IN WORDS): Thirty two thousand Five hundred dollars

Segment 16 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
16-2	Demolition	1	LS	\$3,000.00	\$3,000.00
16-3	Install Posts, Guardrail, and Terminations	1	LS	\$24,000.00	\$24,000.00
16-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
16-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
16-6	Clean Up & Offhaul	1	LS	\$500.00	\$500.00
TOTAL BID AMOUNT:					\$ 32,000.00

BID TOTAL (IN NUMBERS): \$ 32,000.00

BID TOTAL (IN WORDS): Thirty two thousand dollars

Segment 17 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
17-2	Demolition	1	LS	\$1,500.00	\$1,500.00
17-3	Install Posts, Guardrail, and Terminations	1	LS	\$21,000.00	\$21,000.00
17-4	Finish Grading	1	LS	\$1,500.00	\$1,500.00
17-5	Traffic Control	1	LS	\$3,000.00	\$3,000.00
17-6	Clean Up & Offhaul	1	LS	\$500.00	\$500.00
TOTAL BID AMOUNT:					\$ 27,500.00

BID TOTAL (IN NUMBERS): \$ 27,500.00

BID TOTAL (IN WORDS): Twenty seven thousand Five hundred dollars

Segment 18 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
18-2	Demolition	1	LS	\$5,000.00	\$5,000.00
18-3	Install Posts, Guardrail, and Terminations	1	LS	\$42,000.00	\$42,000.00
18-4	Finish Grading	1	LS	\$3,000.00	\$3,000.00
18-5	Traffic Control	1	LS	\$6,000.00	\$6,000.00
18-6	Clean Up & Offhaul	1	LS	\$500.00	\$500.00
TOTAL BID AMOUNT:					\$ 56,500.00

BID TOTAL (IN NUMBERS): \$ 56,500.00

BID TOTAL (IN WORDS): Fifty six thousand Five hundred dollars

All Locations (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$102,450.00	\$102,450.00
2	Demolition	1	LS	\$72,500.00	\$72,500.00
3	Install Posts, Guardrail, and Terminations	1	LS	\$532,000.00	\$532,000.00
4	Finish Grading	1	LS	\$31,500.00	\$31,500.00
5	Traffic Control	1	LS	\$63,000.00	\$63,000.00
6	Clean Up & Offhaul	1	LS	\$18,500.00	\$18,500.00
7	Remove Asphalt	1	LS	\$25,000.00	\$25,000.00
8	Excavation, Grading, & Compaction	1	LS	\$80,000.00	\$80,000.00
9	Formwork	1	LS	\$29,000.00	\$29,000.00
10	Rebar	1	LS	\$15,000.00	\$15,000.00
11	Concrete Roadway	1	LS	\$56,000.00	\$56,000.00
TOTAL BID AMOUNT:					\$ 1,024,950.00

BID TOTAL (IN NUMBERS): \$ 1,024,950.00

BID TOTAL (IN WORDS): One million twenty four thousand nine hundred Fifty dollars



This bid was received on August 23, 2023 @ 3:35 pm.
 Attest: Nathan Greenberg,
 Administrative Officer and Clerk of
 the Board, Inyo County, CA.

By: [Signature], Assistant
 HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
 Bid Proposal Forms

Alternates

Item No.	Description	Quantity	Unit	Unit Price	Total Price
A	Addition LF of guardrail & posts, installed, assume as much as 266 LF.	1	LF	\$ 100.00	\$ 100.00
TOTAL BID AMOUNT:					\$ 100.00

BID TOTAL (IN NUMBERS): \$ 100.00

BID TOTAL (IN WORDS): One hundred dollars

Item No.	Description	Quantity	Unit	Unit Price	Total Price
B	Omit the concrete curtain wall below the moment slab from the scope-of-work. This Alternate Deductive Item includes, formwork, rebar, and concrete.	1	LS	\$ 15,400.00	\$ 15,400.00
TOTAL BID AMOUNT:					\$ 15,400.00

BID TOTAL (IN NUMBERS): \$ 15,400.00

BID TOTAL (IN WORDS): ~~One~~ Fifteen thousand Four hundred dollars

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

Contractor will be responsible for traffic control, pre and post application sweeping, signage, protection of surfaces, and clean up.

Inyo County Public Works will repaint striping and pavement markings with their own forces.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020, 2015.

5. ACCEPTANCE County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. **ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

1, 2, 3

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

8. **BIDDER'S BUSINESS INFORMATION.** Bidder provides the following information concerning its business:

Bidder's Name: Coral Construction Company

Address: PO Box 347

Wilsonville, OR Zip Code 97080

(The above address will be used to send notices or requests for additional information.)

Telephone: (503) 682-2252

Federal Identification No.: 93-0731516

Contractor's License No.: 332441 State: CA

Classification: A Expiration Date: 5/31/25

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (X), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

Coral Construction Company

John H. Weisner, President

Marc A. Roberts, Secretary/Treasurer

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. Dispute Relating to Bid Process and Award

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and

telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal Law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington
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 time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire

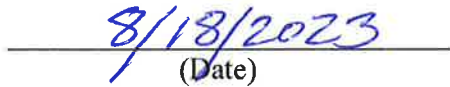
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.



 (Signature of Authorized Person)



 (Date)

John H. Weisner

 (Printed Name)

President

 (Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

Coral Construction Company

(Name of Bidder)

as Principal, and Western Surety Company

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent (10%) of Bid Amount _____ dollars (\$ 10% of Bid Amount) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**, in compliance with the Contract therefore:

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 Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

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

WITNESS our hands and seals this 23rd day of August, 20 23 A.D.

Coral Construction Company

Principal

(SEAL)

By: 

(Title of Authorized Person)

John H. Weisner, President
P.O. Box 347
Wilsonville, OR 97080

(Address for Notices to be Sent)

Western Surety Company

Surety

(SEAL)

By: 

(Title of Authorized Person)

Amber Lynn Reese, Attorney-In-Fact

12909 SW 68th Parkway Ste 200, Portland, 97223

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Bid Bond

ACKNOWLEDGMENT

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

State of Oregon
County of Jackson County)

On August 23, 2023 before me, Lois Weathers Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Lois Weathers*
Lois Weathers Notary Public



(Seal)
My Commission Expires: 9/30/2024

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael S Mansfield, Sara Sophie Sellin, Donald Percell Shanklin Jr, Misti Marie Brill, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Amber Lynn Reese, Individually of Portland, OR
Cynthia L Jay, Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Alyssa J Lopez, Katharine J Snider, Justin Dean Price, Individually of Seattle, WA
Jamie L Marques, Carley Espiritu, Christopher Kinyon, Brent E Heilesen, Annelies M Richie, Kristine A Lawrence, Holli Albers, Amelia G Burrill, Lindsey Elaine Jorgensen, Julie R Truitt, Individually of Tacoma, WA
Dana M Brinkley, Lois F Weathers, Individually, of Medford, OR

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of August, 2022.



WESTERN SURETY COMPANY

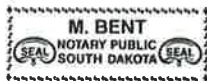
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]


Bidder (print name) : _____

DESIGNATION OF SUBCONTRACTORS

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

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
5	Traffic Control	6.15%	A, C-31 - 507950 3/31/2025	KRC Safety Co., Inc. 7821 W. Sunny View Ave. Visalia, CA 93291 (559) 732-0393
9, 11	Formwork, Concrete Ready	8.3%	A, C-8 - 988981 10/31/2023	Clarr Concrete, Inc. 439 Arabales Drive Bishop, CA 93514 (760) 872-1439
10	Rebar	1.46%	C-50 - 218839 7/31/2024	Camblin Steel Service, Inc. 548 Gibson Dr. Suite 150 Roseville, CA 95678 (916) 644-1300


 Signature of Authorized Person) _____ President
 (Title)

John H. Weisner

 (Printed Name)

 (Date) 8/18/2023

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5).

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.

John H. Weisner, President

(Name and Title of Signer)



Signature



Date

Company Name Coral Construction Company

Business Address PO Box 347

Wilsonville, OR 97080

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

John H. Weisner, President

(Name and Title of Signer)



Signature



Date

Company Name Coral Construction Company

Business Address PO Box 347

Wilsonville, OR 97080

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.


Signed Name


Date

John H. Weisner

Printed Name

1000005868

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

STATE OF ~~CALIFORNIA~~ OREGON

COUNTY OF WASHINGTON

I, John H. Weisner, declare that I hold the office or position of President of Coral Construction Company, the party making the foregoing bid, 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 to 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 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

John H. Weisner, President

(Name and Title of Signer)

Signature

8/18/2023
Date

Company Name

Coral Construction Company

Business Address

PO Box 347, Wilsonville, OR 97080

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

Yes _____ No _____ X _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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 which 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.

John H. Weisner, President

(Name and Title of Signer)



Signature



Date

Company Name Coral Construction Company

Business Address PO Box 347

Wilsonville, OR 97080

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

- 6.06.010 Findings.**
- 6.06.020 Definitions.**
- 6.06.030 General Provisions.**
- 6.06.040 Local Business and Small Business Preference.**
- 6.06.050 Small Business Subcontracting Preference.**
- 6.06.060 Limit On Contracting Preference.**

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A Local Business** is a business which:
 - 1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 - 2. Holds any required business license by a jurisdiction located in Inyo County; and
 - 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/28/10

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Roads Department LOCATION: Inyo County, CA
 PROJECT DESCRIPTION: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
 TOTAL CONTRACT AMOUNT: \$ 1,024,950.⁰⁰
 BID OPENING DATE: Wednesday, August 23, 2023 at 3:30 PM BIDDER'S COMPANY
 NAME: Coral Construction Company

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE <small>(Must be certified on the date bids are opened)</small>	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
5	Traffic Control	6897-SB 12/31/2023	RRC Safety Co., Inc. Kyle Tisthammer (559) 732-0393	52,395. ⁰⁰
9, 11	Formwork, Concrete Roadway	2002539-SB 11/30/2023	Clair Concrete, Inc. Matthew Clair (760) 872-1439	73,450. ⁰⁰

For Inyo County to Complete:

Project Number: ZP-21-019

Financing Type: _____

Contract Award Date: _____


Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ 125,845.⁰⁰

12.28 %


 Signature of Bidder

(503)682-2252

Date _____ (Area Code) Tel. No.

Kris Karpstein

Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

**FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES
(SBE), FIRST-TIER SUBCONTRACTORS**

PROJECT: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT				CONTRACT COMPLETION DATE 180 CD			
PRIME CONTRACTOR Coral Construction Company		BUSINESS ADDRESS PO Box 347, Wilsonville, OR 97080		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Small Business Enterprises Commitment

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

KRC SAFETY CO., INC.

BARRICADE RENTAL ~ TRAFFIC CONTROL

7821 W. Sunnyview Ave Visalia, CA 93291

Phone (559) 732-0393 ~ Fax (559)732-2684

WWW.KRCSAFETY.COM

To: Estimator

Project: HSIP ONION VALLEY ROAD GUARDRAIL

Bid Date: 8/18/2023

KRC BID # 23-678

UNION, LICENSE #507950 (A, C31), DBE (NATIVE AMERICAN) #000447, SBE #6897, MBE #9IS00114

Item#	Description	Rate
*	Traffic Control KRC MAINTAINED OPERATION 2 flaggers with or without rumble strips (1-8 hours) Less than 4 consecutive shift charge, per laborer. Additional traffic control truck per shift (no equipment) Additional arrow board(s) per shift (includes lane) applicable delivery and pick up fees will be added Overtime Rate - Hourly rate per laborer after 8 hours Saturday Rate - Added to first (8) hours per person on all shifts beginning on a Saturday Sunday Rate - Added to first (8) hours per person on all shifts beginning on a Sunday or a shift that is considered a Labor Union Holiday. - For larger closures please add additional labor/equipment as needed.	2,495.00 500.00 500.00 75.00 120.00 230.00 330.00
	Traffic Control Notes: - All travel time and subsistence is already figured into the daily (1-8) hour quoted rates. Please make sure to thoroughly ready all notes. - By utilizing KRC for traffic control on your bid all terms listed below shall be accepted as is and will be incorporated into any PO or subcontract for project. - For the purpose of this quotation, the meaning of "consecutive" is based off calendar days. It is not based off of the allowed working days listed in the project special provisions. - Traffic control truck that is included with 1 or 2 man option includes up to 300 cones, (1) towable arrow board, applicable signs to close multiple lanes in same or opposite directions, applicable on/off ramp closure signs for up to 2 ramps within the closure, (6) beacons with batteries & (24) flag stands. All traffic control trucks are also equipped with (1) T13 set up less the rumble strips. - Traffic control truck that is included with 2 flagger option includes up to 150 cones, (1) complete set of flagging signs and equipment per RSP T13 and (2) beacons with batteries. - Temporary k-rail, barrier or work plans are not included in the quoted pedestrian control price. - Cancellations made less than 12 hours notice of requested show up time will be charged at 60% of quoted rates, all cancellations MUST be received in written form, via fax or e-mail. Full 8 hour shift quoted rate will be charged once first piece of traffic control equipment is placed on roadway, no exceptions. - Older/already stained cones will be used for any type of slurry, reclamite, or coating phases of the project. Owner may or may not accept previously stained cones. Customer can provide KRC with cones as needed if they choose to. - Twenty-Four seven work zone speed limit reduction is not included in quoted prices. - Post mounted signs are not included in traffic control item. - Temporary speed reduction signs for temporary speed reduction during KRC performed lane closures is included in quoted daily traffic control rates. Signs will be placed and removed with KRC maintained traffic control operations. Portable radar trailers or PCMS's are not included. See applicable bid item for rental rates. - Portable changeable message boards, portable vehicle speed feedback signs, SC6-3, SC6-4 or SP-1 (ramp notification signs) are not included in quoted traffic control rates unless stated as "Included" in said quote. - Illumination of flaggers/TC crew is not included at this price. Please add \$105.00 per light tower, per shift for the rental of each light tower. Delivery charges shall apply. - Contractor may be required to assist KRC flagmen in performing traffic breaks for placing and removing portable transverse rumble strips. - All traffic control items quoted are subject to availability. - All (8) hour quoted rates will increase by 3% every July 1st beginning on July 1, 2024. - Please allow 60-90 minutes on each side of shift for placing and removing equipment.	<p>x21</p> <p>11</p> <p>\$52,395.00</p>



KRC SAFETY CO., INC.

ATTACHMENT A

Job # HSIP ONION VALLEY ROAD GUARDRAIL Bid Date: 8.18.23

1. KRC SAFETY CO., INC. is signatory to the Laborers of Northern California, Construction Laborers of Southern California and the Operating Engineers.
2. Unless otherwise noted on quote, all subsistence and travel pay is included in all prices.
3. KRC SAFETY CO., INC. is recognized by the Department of Transportation as a Certified Disadvantaged Business Enterprise (DBE) ~ (Certificate # 000447), SBE (Certificate # 0006897), MBE (Certificate # 91500114)
4. Contractors State License #507950 Expires 03/31/2025 (Class A & C31),
5. Department of Industrial Relations Registration Number 1000004730 Expires 6/30/25.
6. KRC SAFETY CO., INC. requires a, **12 WORKING DAY WRITTEN NOTICE IN ADVANCE**, prior to commencement of work, including installation and removal of signs. Additionally, an Executed subcontract or purchase order must be on file with this office prior to the start of work.
7. This quote shall remain valid for a period of 30 days from actual bid opening unless otherwise agreed upon in writing.
8. Contractor agrees to provide personnel for up to 5 to 10 minutes per KRC employee for relief break periods as needed due to weather and heat conditions to meet CAL OSHA heat illness prevention requirements.
9. All rental prices quoted on quotation are based off of a standard work week Monday thru Friday from 7AM-4PM. Additional costs will occur (multiply the labor rates & delivery/pickup rates by minimum of 1.5) for work performed outside of this time unless it is for KRC's convenience, or it has been agreed upon with contractor prior to work being performed.
10. Per KRC standard rental agreement prime contractor will be charged replacement cost for any rental equipment missing and or damaged at conclusion of project. This amount must be paid in full within 30 days by the contractor, retention shall not be held on this amount.
11. KRC SAFETY CO., INC. will not provide performance or payment bonds to the contractor.
12. Retention shall not be held on any work performed by KRC.
13. Compliance with Section 7108.5 of the Business & Professions code and any other statutes pertaining to prompt payment must be complied with and are and MANDATORY.
14. KRC SAFETY CO., INC. requests an invitation to all pre-job conferences.
15. Notification must be given to KRC SAFETY CO., INC. prior to any work performed as EXTRA-WORK or Force Account. If notification is not received, KRC will bill at usual rates and full payment will be the responsibility of the contractor.
16. **Portable changeable message signs, light towers, arrow boards and impact attenuator vehicles are strictly rental. These items will not be incorporated into any subcontract. Contractor must issue a PO that accepts KRC SAFETY'S standard rental agreement prior to any delivery. KRC's standard rental agreement is available upon request.**
17. KRC will submit only the documentation that is required by the project specifications of subcontractor, and a schedule of values. No other documents shall be required as a condition of payment by the prime contractor.
18. KRC SAFETY CO., INC. maintains Commercial General Liability Insurance with limits of \$1,000,000 each occurrence \$2,000,000 aggregate. Additional Insured and Hold Harmless are given only in respects to KRC SAFETY CO., INC. work. KRC SAFETY CO., INC. carries \$5,000,000 excess liability. Any additional liability limits or additional endorsement requested by Prime Contractor and not provided by KRC SAFETY CO., INC. will be charged to and will be the responsibility of the Prime Contractor. Railroad insurance requirements excluded from this quote.
19. **Should this quote be accepted by the contractor, Attachment A in its entirety shall become part of any and all subcontract agreements and/or Purchase Orders relating to this project. This quote shall be deemed accepted if a contractor lists KRC in its bid or if this quote is used by a subcontractor in its bid to a prime contractor.**

Submitted by: Kyle Tisthammer
Kyle Tisthammer - ESTIMATOR

Date: 8.18.23

Company: _____

Accepted by: _____



Kris Karpstein

From: Matthew Clair <clairconcrete@gmail.com>
Sent: Thursday, August 17, 2023 6:32 AM
To: Kris Karpstein
Subject: Re: Inyo County Project Bids 8/23/23

Hey Kris,

Here is my pricing for Onion Valley

Remove asphalt - 4,300 sq ft at \$6 per sq ft = \$25,800

Remove AB and Subgrade - 300 C/Y @ \$250 per yard = \$75,000.00

12,000 square feet of fine grading @ \$6 = \$72,000.00

Momentum Slab - 43 C/Y @ \$1,350 per yard = \$58,050.00

Barrier Wall - 11 C/Y @ \$1,400 per yard = \$15,400.00

*only these items
for 9/1/1*

Thank You,
Matthew Clair
CEO/President
Clair Concrete, Inc.
438 Arboles Drive
Bishop, CA 93514
Cell - 760-920-2803
Office - 760-872-1439
Web - www.clairconcrete.net

On Mon, Aug 7, 2023 at 1:48 PM Kris Karpstein <krisk@coralconstruction.com> wrote:

Matt – Here is the info on the project in Inyo County that is installing a section of Concrete Roadway that is 82.75' long and 25' wide. This work would happen this next spring. I am reaching out to a rebar sub to get all the rebar installed. Let me know if you want more info. Here is a link to the County Website for other bid documents.

<https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp/hsip-onion-valley-guardrail-project>

Let me know if you have any questions.

Thank you,

Kris Karpstein

Coral Construction Company

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of June 2023 an order was duly made and entered as follows:

*Public Works –
Onion Valley Road
Guardrail Project
Plans &
Specifications*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the plans and specifications for the HSIP Onion Valley Road Guardrail Project and authorize the Public Works Director to advertise and accept bids for the project. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 6th
Day of June, 2023

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: June 15, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3801

Plans and Specifications for Highway Safety Improvement Program Onion Valley Road Guardrail Project (ZP-21-019)

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the plans and specifications for the HSIP Onion Valley Road Guardrail Project and authorize the Public Works Director to advertise and accept bids for the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. Eastern Sierra Engineering was awarded a design contract as a result of an RFP issued by Inyo County Public Works. Eastern Sierra Engineering has completed the design of the replacement guardrail segments. There were \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project. There is currently \$831,569 remaining HSIP grant funds available for construction.

FISCAL IMPACT:

Funding Source	Non-General Fund / Grant Funded (Highway Safety Improvement Program)	Budget Unit	034601
Budgeted?	N/A	Object Code	5715
Recurrence	N/A		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			
Additional Information			
None			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the bid package and not authorize public works to advertise project. This would not be advised as significant time, money, and effort have been expended to complete the design. Additionally, Inyo County received a 100% grant from the Highway Safety Improvement Program of \$997,000 for this work. Not only would this result in these grant funds being surrendered back to the grantor, but Inyo County may be required to repay the funds to the grantor that were already expended to pay the consultant to design the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Onion Valley Road Guardrail Project Bid Package

APPROVALS:

Greg Waters	Created/Initiated - 5/15/2023
Darcy Ellis	Approved - 5/17/2023
Greg Waters	Approved - 5/22/2023
Breanne Nelums	Approved - 5/22/2023
Michael Errante	Approved - 5/22/2023
John Vallejo	Approved - 5/22/2023
Amy Shepherd	Approved - 5/23/2023
Aaron Holmberg	Approved - 5/23/2023
Nate Greenberg	Final Approval - 6/1/2023

**BID PACKAGE AND
SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

**HSIP Onion Valley Road Guardrail Project
ZP-21-019**

**FOR USE IN CONNECTION WITH INYO COUNTY
SPECIFICATIONS, DATED MAY 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

June 2023

Prepared By: Inyo County Public Works

TABLE OF CONTENTS

NOTICE INVITING BIDS

BID PROPOSAL FORMS

- Bid Proposal Form
- Bid Bond
- Cashier's or Certified Check Form
- Designation of Subcontractors
- Government Code Section 12900: Certification Regarding Equal Employment Opportunity
- Labor Code Section 3700 Contractor's Certification
- Labor Code Section 1725.5: Contractor and Subcontractor Registration
- Public Contract Code Section 7106 Non-Collusion Affidavit
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Inyo County Ordinance No. 1156 (Contracting Preference)
- Small Business Enterprise Commitment (Construction Contracts)
- Small Business Enterprise Final Report of Utilization of Small Business Enterprise

CONTRACT AND BONDS

- Contract
- Faithful Performance Bond
- Labor and Materials Bond
- Insurance Requirements

SPECIAL PROVISIONS

SPECIFICATIONS

LIST OF ROADS AND APPROXIMATE AREAS TO RECEIVE TREATMENT

**NOTICE
INVITING BIDS
FOR**

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

Inyo County, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department, 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid packages are available for inspection at the Department offices during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the County that they are plan holders may not be notified should any Addenda be issued. If the County issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the provisions of a State of California Dept. of Industrial Relations (DIR) approved Labor Compliance Program.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

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

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **XXXXXX, XXXXXXXX XX, 2023 starting at 10 AM** in Independence, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232 at least 72 hours in advance and I will provide map and itinerary of the job walk to all interested bidders.

Confidentiality of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12 point type. Please note that stamping a page as confidential does not guarantee that it will be protected from disclosure.

General Work Description:

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT will occur in several locations. These location will be bid independently as well as together. The goal is to utilize one mobilization for all projects and for all projects to be completed concurrently or consecutively in order that economies of scale may be realized. The scope-of-work involves the removal and replacement of existing guardrail sections. The length of the proposed guardrail segments are in most cases longer than the existing. One segment requires the removal and replacement of the existing pavement with a thickened concrete roadway. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Greg Waters of the Public Works Department at gwaters@inyocounty.us.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class A General Engineering or C-12 Earthwork and Paving Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an

award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May, 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

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

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor will be required to submit Certified Payrolls to the Project Engineer for review.

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

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Michael Errante, Director

Dated: May 22nd, 2023

BID PROPOSAL FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT Inyo County, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Hereinafter "County")

FROM: _____

(Hereinafter "Bidder")

FOR: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on **XXXXXXXX, XXXXX X,** 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **XXXXXXXX, XXXXXXXX XX,** 2023 starting at **XXXXXXXXXXXXXXXXXX.** Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

Mobilization & Demobilization

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 1 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1-2	Demolition	1	LS		
1-3	Install Posts, Guardrail, and Terminations	1	LS		
1-4	Finish Grading	1	LS		
1-5	Traffic Control	1	LS		
1-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 2 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
2-2	Demolition	1	LS		
2-3	Install Posts, Guardrail, and Terminations	1	LS		
2-4	Finish Grading	1	LS		
2-5	Traffic Control	1	LS		
2-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 3 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
3-2	Demolition	1	LS		
3-3	Install Posts, Guardrail, and Terminations	1	LS		
3-4	Finish Grading	1	LS		
3-5	Traffic Control	1	LS		
3-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 4 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4-2	Demolition	1	LS		
4-3	Install Posts, Guardrail, and Terminations	1	LS		
4-4	Finish Grading	1	LS		
4-5	Traffic Control	1	LS		
4-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 5 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
5-2	Demolition	1	LS		
5-3	Install Posts, Guardrail, and Terminations	1	LS		
5-4	Finish Grading	1	LS		
5-5	Traffic Control	1	LS		
5-6	Clean Up & Offhaul	1	LS		
				TOTAL BID AMOUNT:	\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 6 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
6-2	Demolition	1	LS		
6-3	Install Posts, Guardrail, and Terminations	1	LS		
6-4	Finish Grading	1	LS		
6-5	Traffic Control	1	LS		
6-6	Clean Up & Offhaul	1	LS		
				TOTAL BID AMOUNT:	\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 7 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
7-2	Demolition	1	LS		
7-3	Install Posts, Guardrail, and Terminations	1	LS		
7-4	Finish Grading	1	LS		
7-5	Traffic Control	1	LS		
7-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 8 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
8-2	Demolition	1	LS		
8-3	Install Posts, Guardrail, and Terminations	1	LS		
8-4	Finish Grading	1	LS		
8-5	Traffic Control	1	LS		
8-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 9 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
9-2	Demolition	1	LS		
9-3	Install Posts, Guardrail, and Terminations	1	LS		
9-4	Finish Grading	1	LS		
9-5	Traffic Control	1	LS		
9-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Guardrail)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
10-2	Demolition	1	LS		
10-3	Install Posts, Guardrail, and Terminations	1	LS		
10-4	Finish Grading	1	LS		
10-5	Traffic Control	1	LS		
10-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Concrete Roadway)

10-7	Remove Asphalt				
10-8	Excavation, Grading, & Compaction				
10-9	Formwork				
10-10	Rebar (TONS)				
10-11	Concrete Roadway (CY)				
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 11 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
11-2	Demolition	1	LS		
11-3	Install Posts, Guardrail, and Terminations	1	LS		
11-4	Finish Grading	1	LS		
11-5	Traffic Control	1	LS		
11-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 12 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
12-2	Demolition	1	LS		
12-3	Install Posts, Guardrail, and Terminations	1	LS		
12-4	Finish Grading	1	LS		
12-5	Traffic Control	1	LS		
12-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 13 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
13-2	Demolition	1	LS		
13-3	Install Posts, Guardrail, and Terminations	1	LS		
13-4	Finish Grading	1	LS		
13-5	Traffic Control	1	LS		
13-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 14 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
14-2	Demolition	1	LS		
14-3	Install Posts, Guardrail, and Terminations	1	LS		
14-4	Finish Grading	1	LS		
14-5	Traffic Control	1	LS		
14-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 15 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
15-2	Demolition	1	LS		
15-3	Install Posts, Guardrail, and Terminations	1	LS		
15-4	Finish Grading	1	LS		
15-5	Traffic Control	1	LS		
15-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 16 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
16-2	Demolition	1	LS		
16-3	Install Posts, Guardrail, and Terminations	1	LS		
16-4	Finish Grading	1	LS		
16-5	Traffic Control	1	LS		
16-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 17 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
17-2	Demolition	1	LS		
17-3	Install Posts, Guardrail, and Terminations	1	LS		
17-4	Finish Grading	1	LS		
17-5	Traffic Control	1	LS		
17-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 18 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
18-2	Demolition	1	LS		
18-3	Install Posts, Guardrail, and Terminations	1	LS		
18-4	Finish Grading	1	LS		
18-5	Traffic Control	1	LS		
18-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

All Locations (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1			
2	Demolition	1			
3	Install Posts, Guardrail, and Terminations	1			
4	Finish Grading	1			
5	Traffic Control	1			
6	Clean Up & Offhaul	1			
7	Remove Asphalt	1			
8	Excavation, Grading, & Compaction	1			
9	Formwork	1			
10	Rebar	1			
11	Concrete Roadway	1			
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

Contractor will be responsible for traffic control, pre and post application sweeping, signage, protection of surfaces, and clean up.

Inyo County Public Works will repaint striping and pavement markings with their own forces.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020, 2015.

5. ACCEPTANCE County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California;
or
- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. Dispute Relating to Bid Process and Award

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and

telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal Law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington
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 time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire

- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

_____ (Name of Bidder)

as Principal, and _____

_____ (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 **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**, in compliance with the Contract therefore:

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 there for 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 Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

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

WITNESS our hands and seals this _____ day of _____, 20__ A.D.

Principal

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

DESIGNATION OF SUBCONTRACTORS

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

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Sections 7285.0 et seq.**), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (**Government Code, Sections 11135-11139.5**).

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

STATE OF CALIFORNIA:

COUNTY OF _____:

I, _____, declare that I hold the office or position of _____ of _____, the party making the foregoing bid, 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 to 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 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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 which 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 _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

- | | |
|-----------------|--|
| 6.06.010 | Findings. |
| 6.06.020 | Definitions. |
| 6.06.030 | General Provisions. |
| 6.06.040 | Local Business and Small Business Preference. |
| 6.06.050 | Small Business Subcontracting Preference. |
| 6.06.060 | Limit On Contracting Preference. |

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
		(i) Original Commitment					
		\$ _____					
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

CONTRACT AND BOND FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

Attachments:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Contractor: _____

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

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

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

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

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

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

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

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

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

WHEREAS, Contractor has, by written Contract, dated _____, 20____, entered into an Contract with the County for the Construction of the _____ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 _____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **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.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Inyo County as a loss payee as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

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.

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

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

Waiver of Subrogation: Contractor hereby agrees to waive rights to 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 affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds in accordance with the bid package directions:

1. Bid Bond

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

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

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

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

-end-

SPECIAL PROVISIONS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS APPROVAL

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Special Provisions

**INYO COUNTY PUBLIC WORKS DEPARTMENT
HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**

SPECIAL PROVISIONS

DIVISION 1 GENERAL

INTRODUCTION

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2022 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

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

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

PROJECT DESCRIPTION

The **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT** will occur at 18 locations on Onion Valley Road. All work will be completed in a manner reflecting good workmanship and sound judgement. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

SECTION 31 AWARD OF CONTRACT OR REJECTION OF BIDS

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest responsible responsive bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

SECTION 40 SMALL BUSINESS ENTERPRISE PARTICIPATION

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE Contracting Preference Commitment Submittal

If the bidder is claiming the SBE contracting preference, submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

INSURANCE REQUIREMENTS

713 SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithful Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).

SECTION 1017 PROSECUTION AND PROGRESS

Amended to read as follows:

1017.07 TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY

1017.07.1 Time for Completion

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **(180) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

1017.07.2 Liquidated Damages

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$400.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

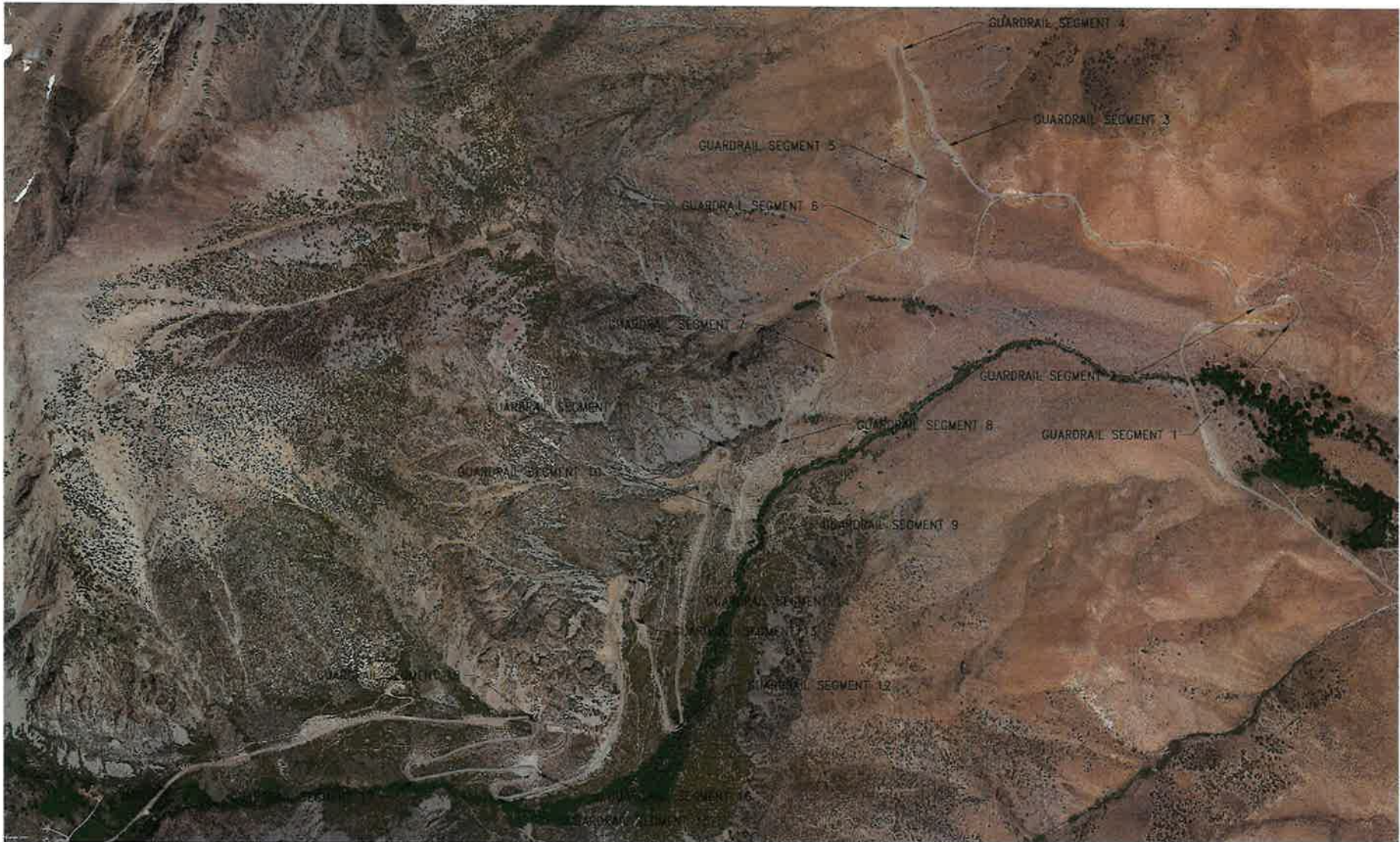
The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

PLANS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**

GUARDRAIL SEGMENTS LOCATION MAP



NO.	REV.	REVISIONS	BY	DATE
1	1			
2	1			
3	1			
4	1			
5	1			

TITLE: GUARDRAIL SEGMENTS LOCATION MAP
 PERMIT: INYO COUNTY
 ONION VALLEY GUARDRAIL
 INYO COUNTY

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSULTATION SERVICES
 480 HARTING AVENUE
 BIRMGHAM, CA 95114
 FAX: (916) 888-9281



Drawn by:	CC
Checked by:	FR/JC
Approved by:	JL
Job No.:	2108
Scale:	AS SHOWN
Date:	2/22/2023
SHEET No.	



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

SEGMENT	EXISTING LENGTH	LAYOUT	PROPOSED LENGTH*	PROPOSED END TREATMENT						PROPOSED TOTAL LENGTH	SUB-NARROW ROADWAY*	NARROW ROADWAY	EXISTING ROADWAY WIDTH	PROPOSED ROADWAY WIDTH
				BEGIN (LOW SIDE)			END (HIGH SIDE)							
				BURY	IN-LINE	FLARED	BURY	IN-LINE	FLARED					
(FT)	(TYPE)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)		
1	452	11G OV	437.5			39.45	12.5			489.5	0	89.8	21	21
2	303	11H OV	250.0		46.875				39.45	336.3	0	135.5	21	21
3	193	11J OV	125.0		46.875				39.45	211.3	0	0	23	23
4	152	11E OV	112.5			39.45			39.45	191.4	0	0	26	26
5	204	11E OV	150.0			39.45			39.45	228.9	0	0	23	23
6	153	11H OV	100.0		46.875				39.45	186.3	0	2.7	23.5	23.5
7	342	11D OV	275.0		46.875			46.875		368.8	0	0	23	23
8	243	11J OV	225.0		46.875			46.875		318.8	0	0	23	23
9	123	11L OV	137.5			39.45	12.5			189.5	0	0	26	26
10	242	11E OV	317.0			39.45			39.45	395.9	43.5	92.1	25	25
11	223	11G OV	237.5			39.45	12.5			289.5	0	0	28	28
12	173	11K OV	125.0		46.875		12.5			184.4	0	0	23	23
13	252	11I OV	262.5		46.875			46.875		356.3	0	0	24	24
14	302	11G OV	200.0		46.875		12.5			259.4	0	27.8	24	24
15	212	11K OV	175.0		46.875		12.5			234.4	0	6	28.5	28.5
16	223	11I OV	150.0		46.875		12.5			209.4	72.8	77.5	20	20
17	104	11K OV	112.5		46.875		12.5			171.9	0	0	23	23
18	452	11D OV	362.5		46.875			46.875		456.3	18.7	239	23	20
SUM	4348		3754.5							5077.9	135	670.4		

*PROPOSED LENGTH RUNS FROM OUTSIDE SPLICE OF END TREATMENT TO OUTSIDE SPLICE OF END TREATMENT. FOR BURY END TREATMENTS, THE OUTSIDE 12.5' OF RAIL IS EXCLUDED FROM THE TOTAL VALUE.

**SUB-NARROW ROADWAY OCCURS WHEN THERE IS LESS THAN 2.5' FROM EP TO TOB.

REVISED	DATE	BY	APP'D

GUARDRAIL DATA
 INVO COUNTY
 ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL, ELECTRICAL, MECHANICAL & COMMUNICATIONS ENGINEERS
 1400 WASHINGTON AVENUE
 BIRMINGHAM, AL 35203
 TEL: (205) 988-9221
 FAX: (205) 988-9221

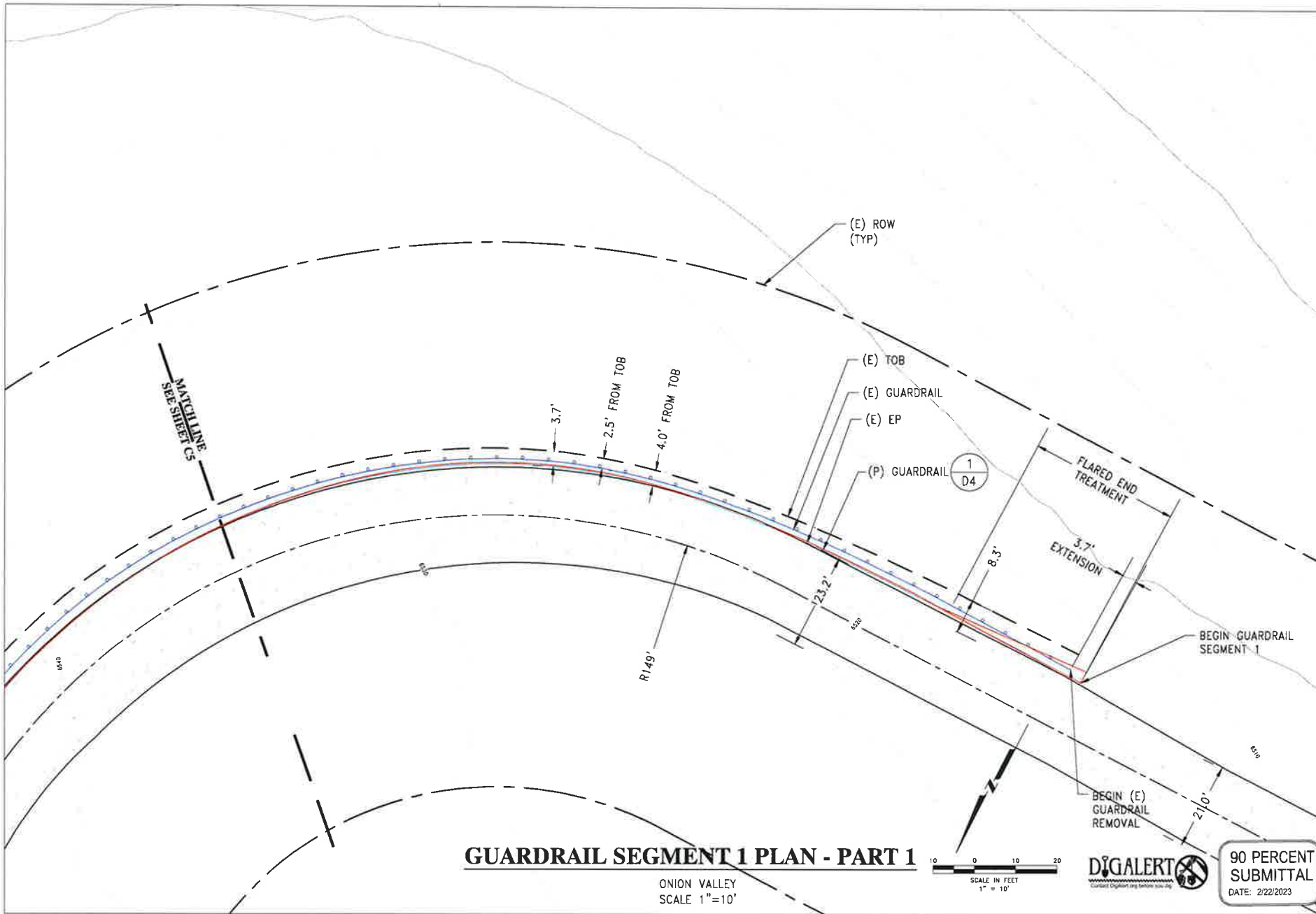


GUARDRAIL DATA
 ONION VALLEY
 NO SCALE



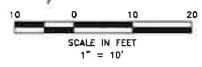
90 PERCENT SUBMITTAL
 DATE: 2/22/2023

SHEET No. **C3 OF 42**



GUARDRAIL SEGMENT 1 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

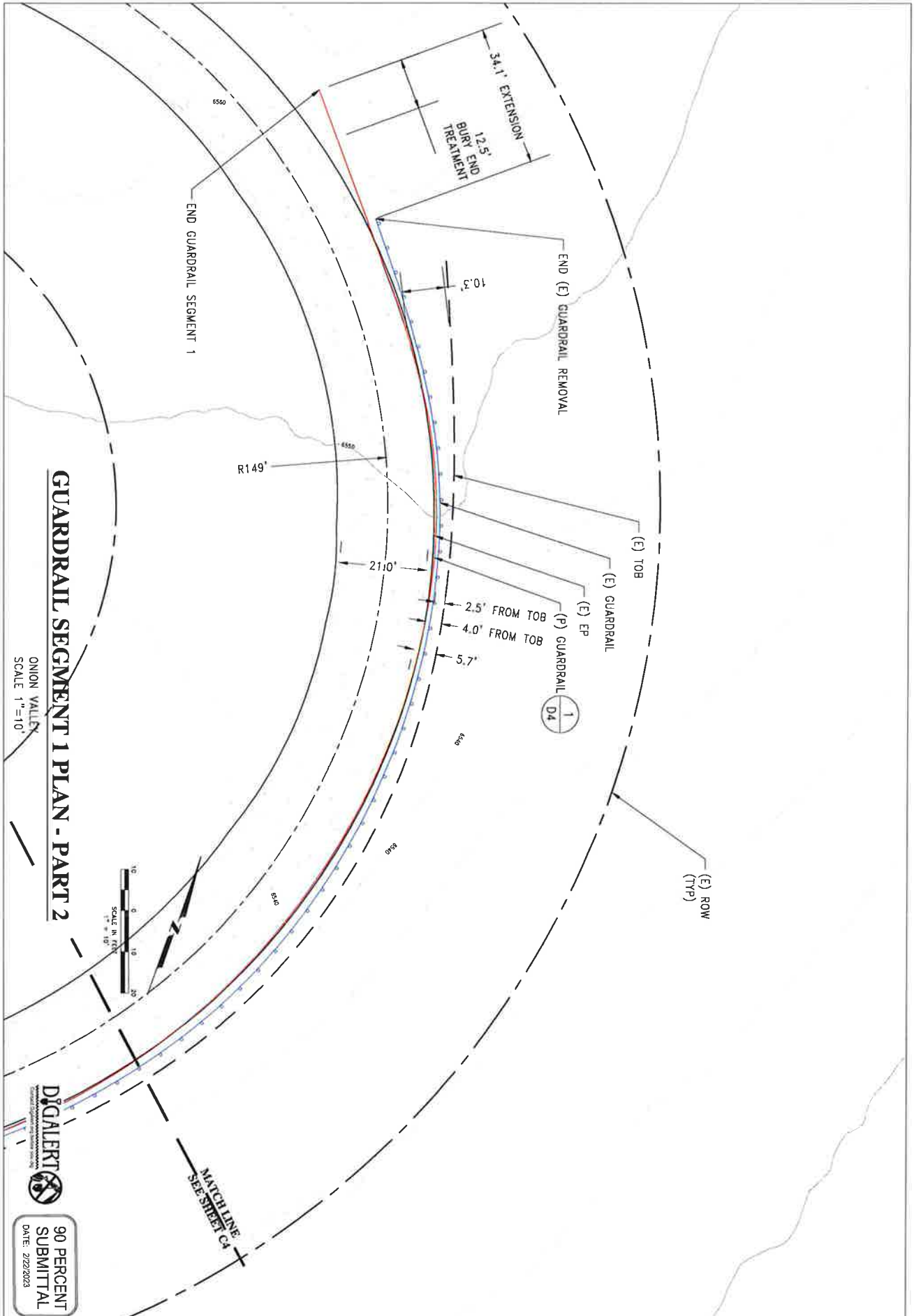
REV	DATE	DESCRIPTION
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PROJECT	GUARDRAIL SEGMENT 1 PLAN - PART 1
CITY/COUNTY	INYO COUNTY
PROJECT	ONION VALLEY GUARDRAIL
CITY/COUNTY	INYO COUNTY

DATE	2/22/2023
DESIGNED BY	JM
CHECKED BY	JM
SCALE	AS SHOWN
SHEET No	C4 OF 42

EASTERN SIERRA ENGINEERING
 CIVIL, ELECTRICAL, MECHANICAL, & CONSTRUCTION SERVICES
 1400 WHITTAKER AVENUE
 WINTER, CA 95394
 PHONE: (916) 835-2221
 FAX: (916) 835-2221





GUARDRAIL SEGMENT 1 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'

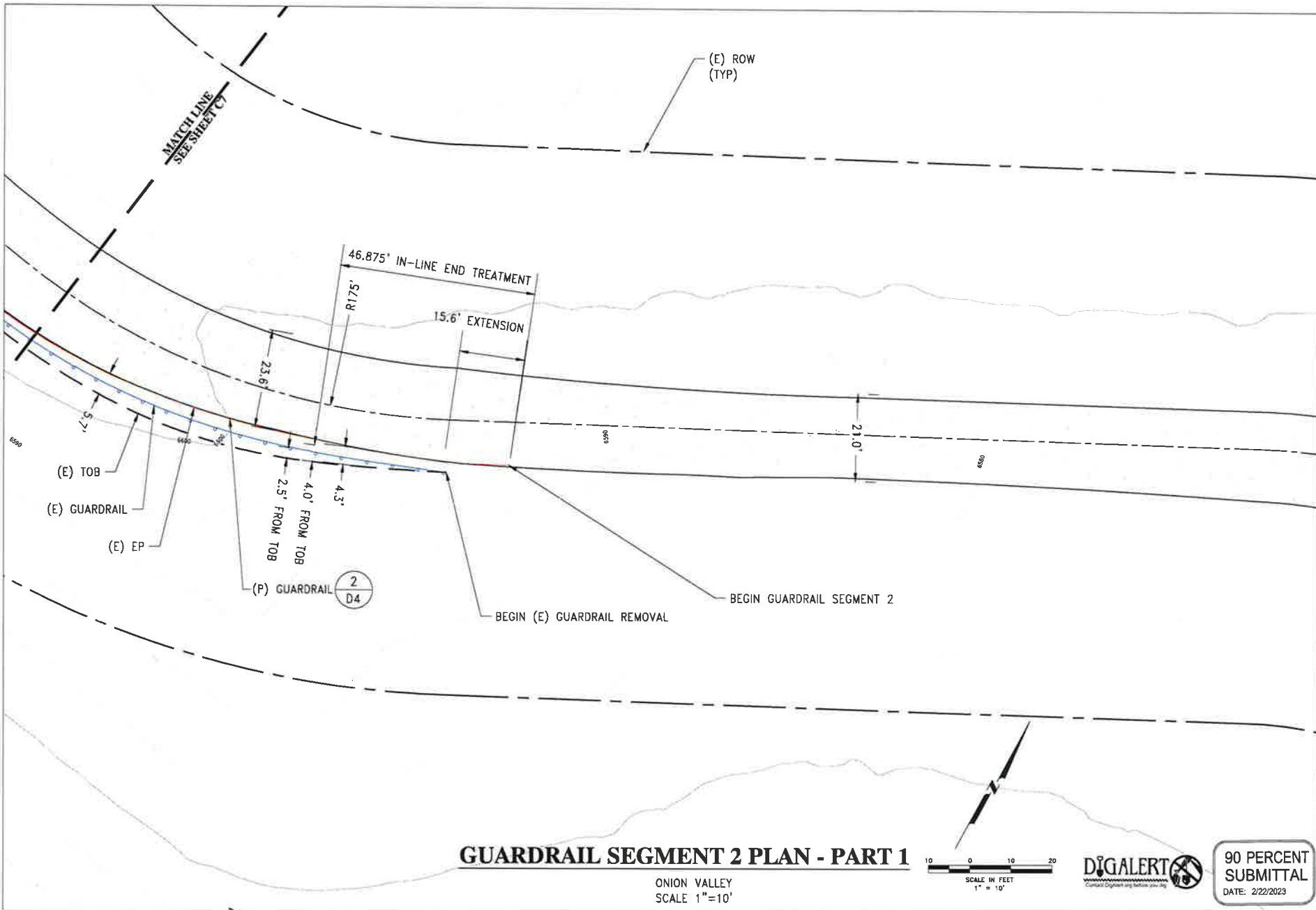


90 PERCENT SUBMITTAL
DATE: 2/22/2023

MATCHLINE
SEE SHEET C-1

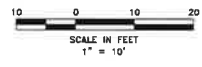
	EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WITNEY ARLY BISHOP, CA 93514	TITLE GUARDRAIL SEGMENT 1 PLAN - PART 2 PROJECT INYO COUNTY ONION VALLEY GUARDRAIL INYO COUNTY
	DATE: 2/22/2023 SHEET NO. CS OF 42	MAIN: (442) 228-3249 FAX: (775) 828-7221

No	Rev	REVISIONS	BY	APPD
1				
2				
3				
4				
5				



GUARDRAIL SEGMENT 2 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

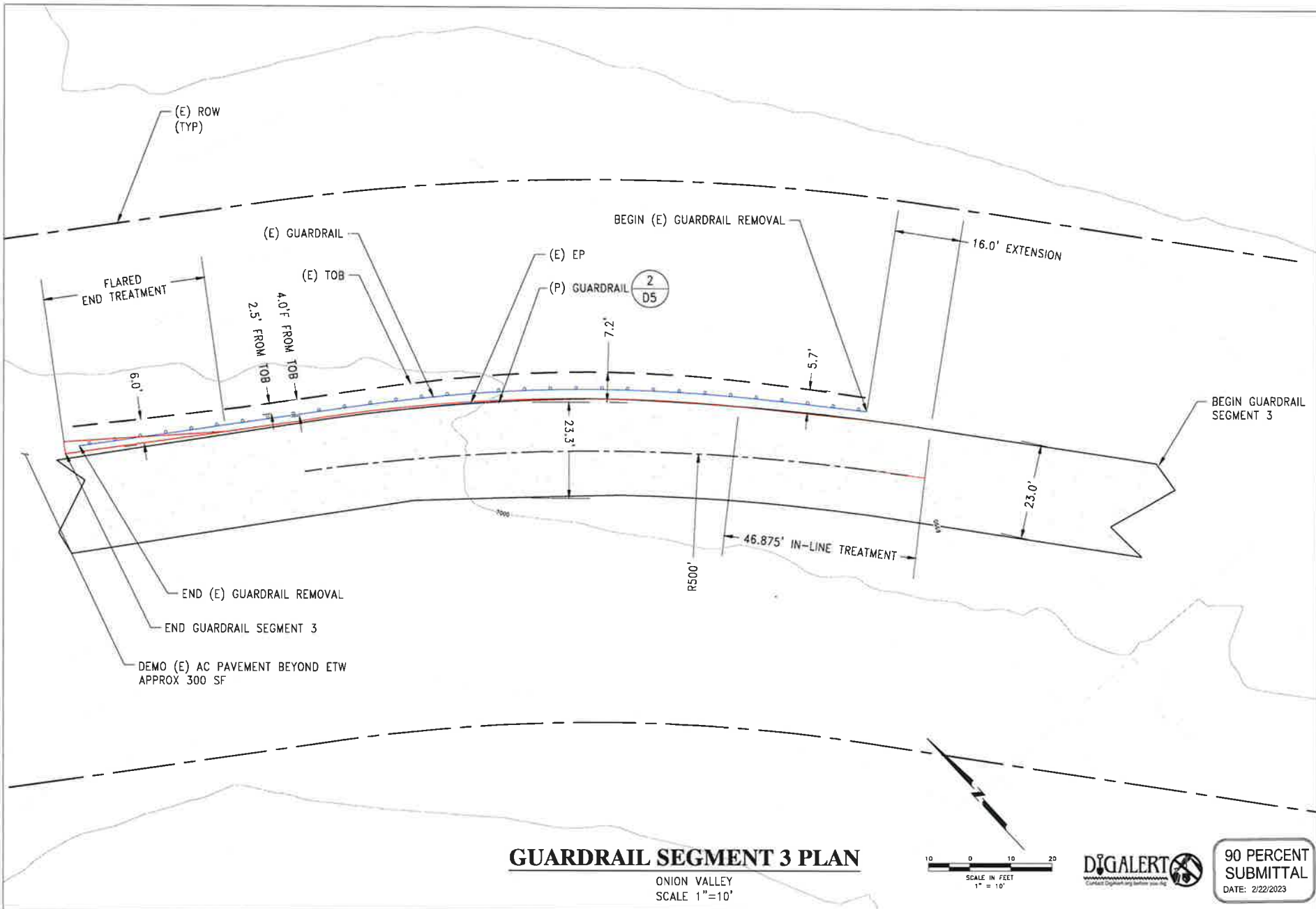
REV	DATE	REVISIONS
1		
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TITLE: **GUARDRAIL SEGMENT 2 PLAN - PART 1**
 PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
 IND. COUNTY: **INYO COUNTY**

EASTERN SIERRA ENGINEERING
 PROFESSIONAL ENGINEERING & SURVEYING FIRM
 1400 WHITTAKER AVENUE
 SUITE 100
 BISHOP, CA 93317
 PHONE: 760.888.7951

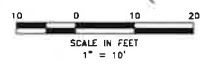


Drawn By: **EBJC**
 Checked By: **JM**
 Date: **2/22/2023**
 Scale: **AS SHOWN**
 SHEET No. **C6** OF **42**



GUARDRAIL SEGMENT 3 PLAN

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

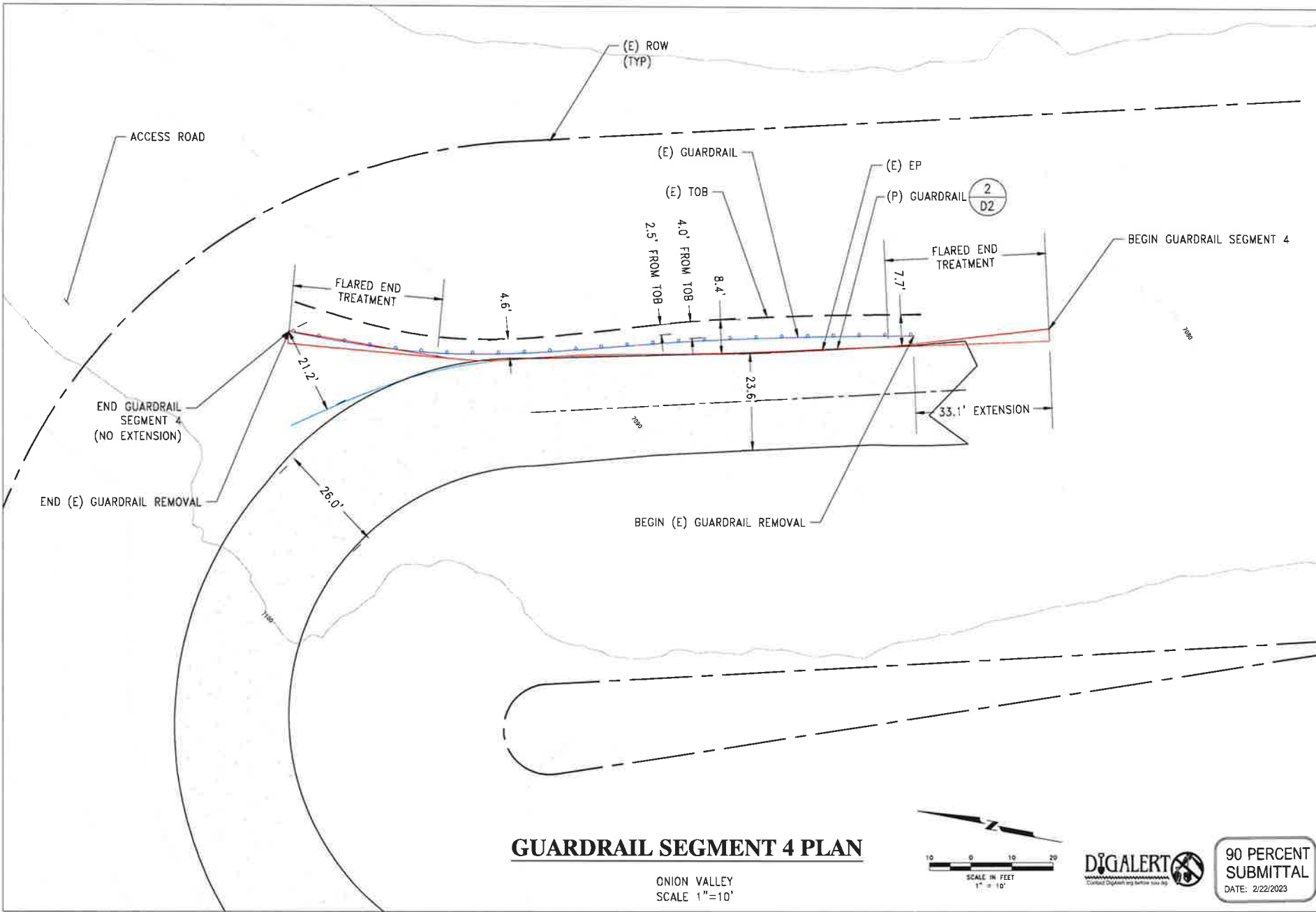
REV	DATE	REVISIONS	BY
1			
2			
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4			
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PROJECT: GUARDRAIL SEGMENT 3 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL
INDUSTRY: CA

EASTERN SIERRA ENGINEERING
CIVIL, MECHANICAL & ELECTRICAL ENGINEERS
1400 WHITNEY AVENUE
BIRMINGHAM, AL 35214
PHONE: 205.988.9281

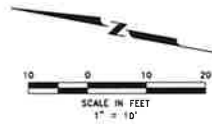


2/22/2023
Checked By: [Name]
Approved By: [Name]
Scale: AS SHOWN
Date: 2/22/2023
SHEET No. **C8 OF 42**



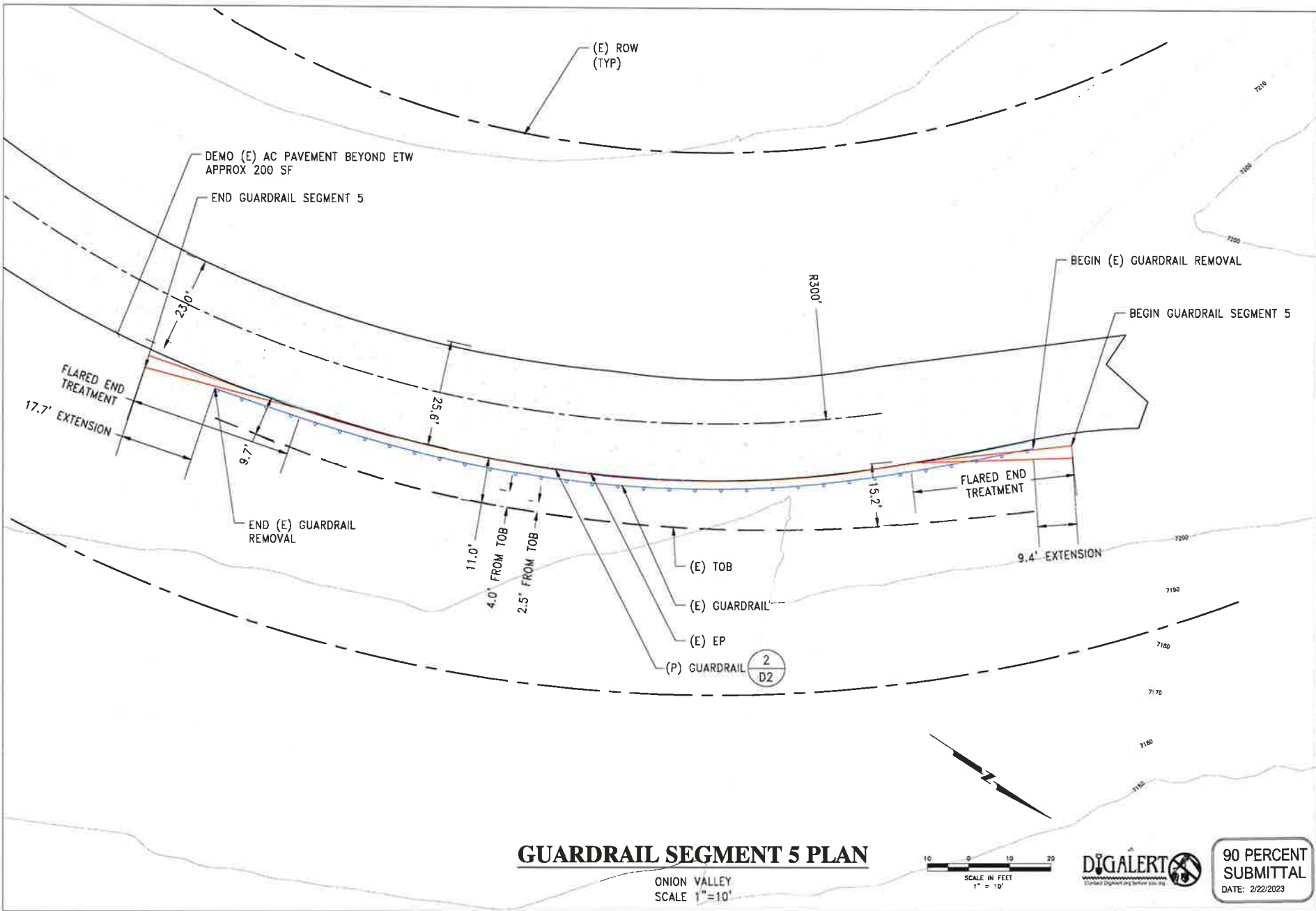
GUARDRAIL SEGMENT 4 PLAN

ONION VALLEY
SCALE 1" = 10'



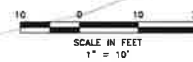
90 PERCENT SUBMITTAL
DATE: 2/22/2023

EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSULTING SERVICES 1880 P. O. BOX 92314 BIRMGHAM, CA 92314 TEL: 9753 888 9231 FAX: 9753 888 9231	TITLE	GUARDRAIL SEGMENT 4 PLAN																								
	PROJECT	INYO COUNTY ONION VALLEY GUARDRAIL																								
	DATE	2/22/2023																								
Designer: J.A.G. Checker: J.A.G. Engineer: J.A.G. Scale: AS SHOWN Title: SUBMITTAL	SHEET No. C9 OF 42	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APP'D</th> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> </table>	NO.	DATE	BY	APP'D	1				2				3				4				5			
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4																										
5																										



GUARDRAIL SEGMENT 5 PLAN

ONION VALLEY
SCALE 1" = 10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

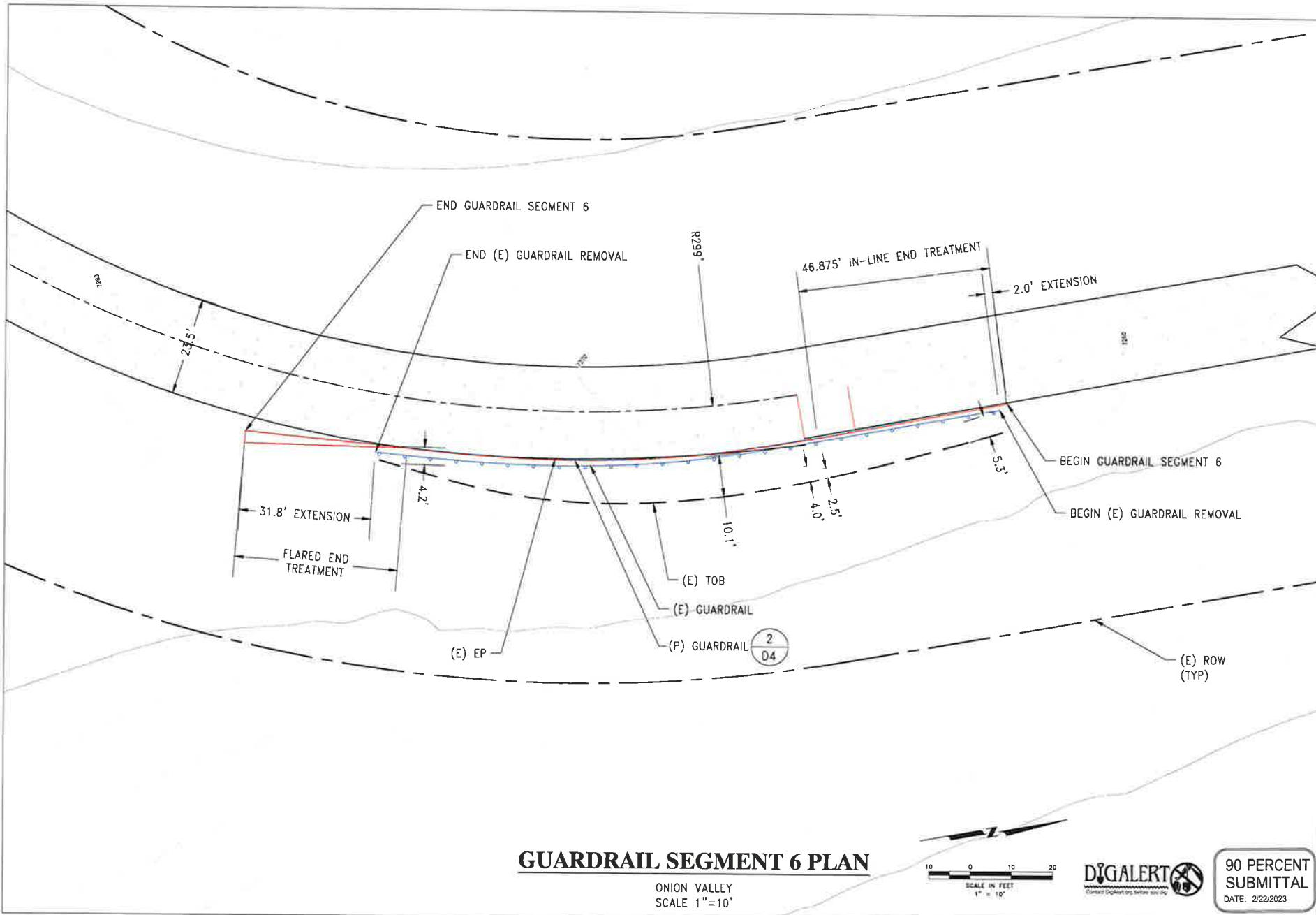
REV	DATE	BY	REVISIONS
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PROJECT: GUARDRAIL SEGMENT 5 PLAN
 INVO COUNTY: INYO COUNTY
 PROJECT: ONION VALLEY GUARDRAIL
 INVO COUNTY: INYO COUNTY

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 440 WINTER VALLEY MAIN LANE
 BISHOP, CA 93312
 FAX: (775) 838-9261



Client:	CC
Drawn By:	FRJ/K
Approved By:	JM
Scale:	AS SHOWN
Date:	2/22/2023
SHEET No.	C10 OF 42



GUARDRAIL SEGMENT 6 PLAN

ONION VALLEY
SCALE 1"=10'



**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

REVISIONS		DATE	
No.	By		

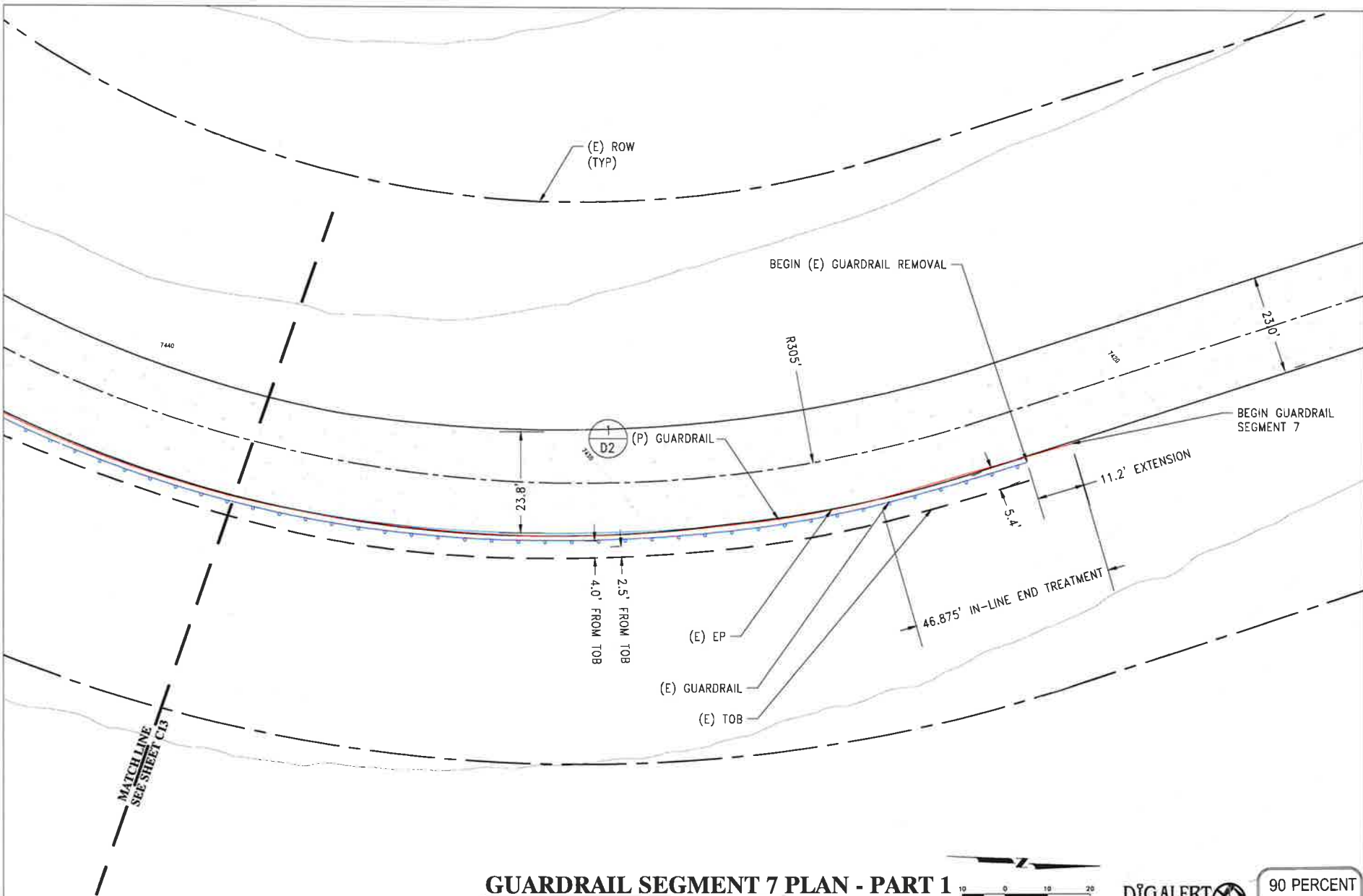
GUARDRAIL SEGMENT 6 PLAN

INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
ENGINEERS & CONSULTANTS
1000 W. MAIN ST., SUITE 200
BRIDGEVILLE, CA 95114
PH: 925.486.7229
FAX: 925.486.7230

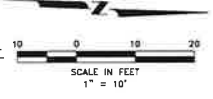
2/22/2023
Drawn by: **EC**
Checked by: **EMC**
Approved by: **JR**
Title: **PLAN**
Scale: **AS SHOWN**
Date: **2/22/2023**

SHEET No. **C11** OF **42**



GUARDRAIL SEGMENT 7 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

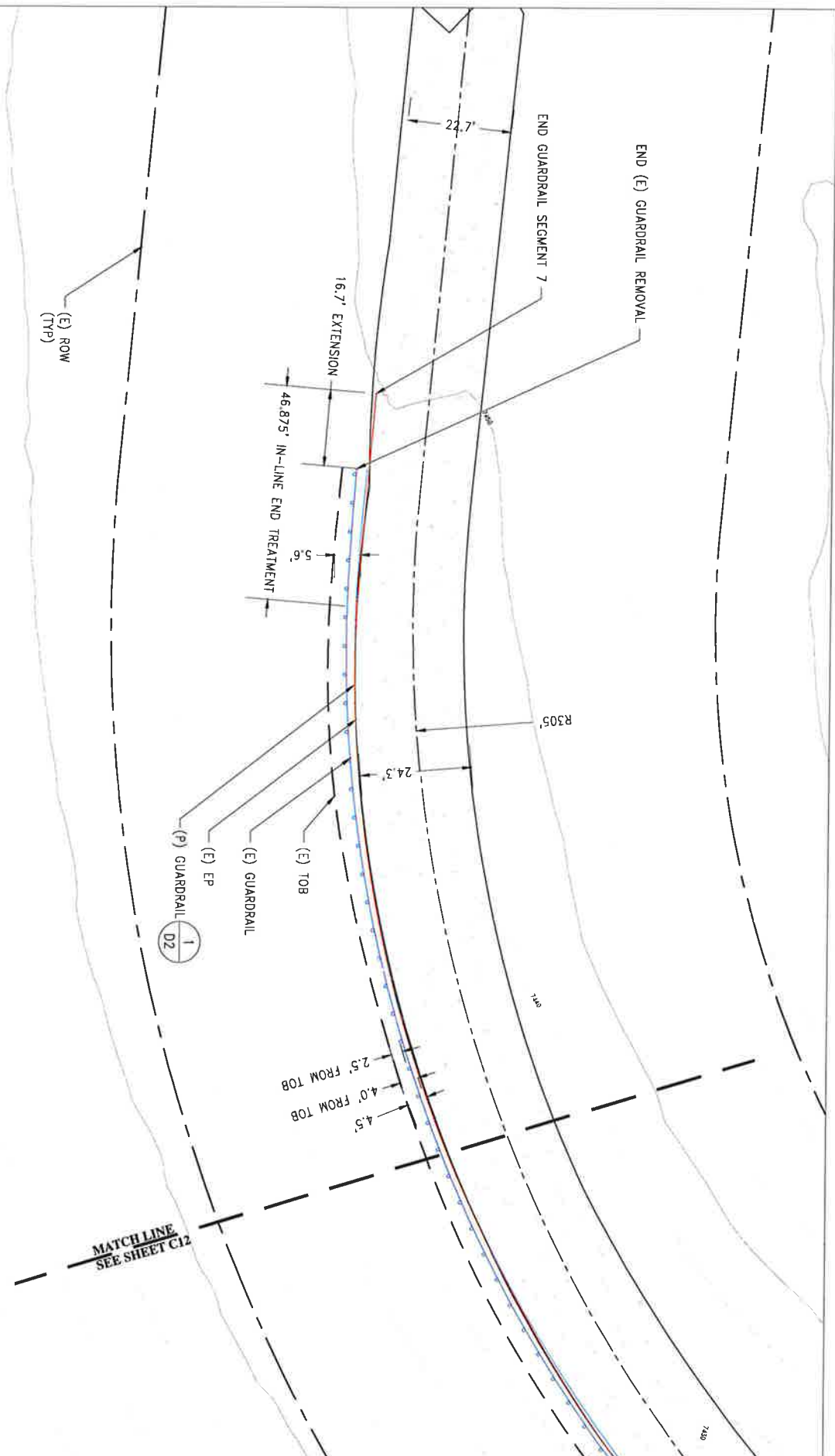
REV	DATE	REVISIONS
1		
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GUARDRAIL SEGMENT 7 PLAN - PART 1
PROJECT: INYO COUNTY
ONION VALLEY GUARDRAIL
FILE: INYO COUNTY

EASTERN SIERRA ENGINEERING
1400 WASHINGTON AVE., SUITE 100
BRIDGEMAN, CA 93512
PHONE: (559) 688-9249
FAX: (559) 688-9251

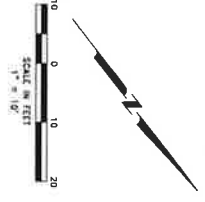


Drawn by: CC
Checked by: EPL
Designed by: EPL
Scale: AS SHOWN
Title: GUARDRAIL
SHEET No. **C12 OF 42**



GUARDRAIL SEGMENT 7 PLAN - PART 2

UNION VALLEY
SCALE 1"=10'



**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

C13 OF 42

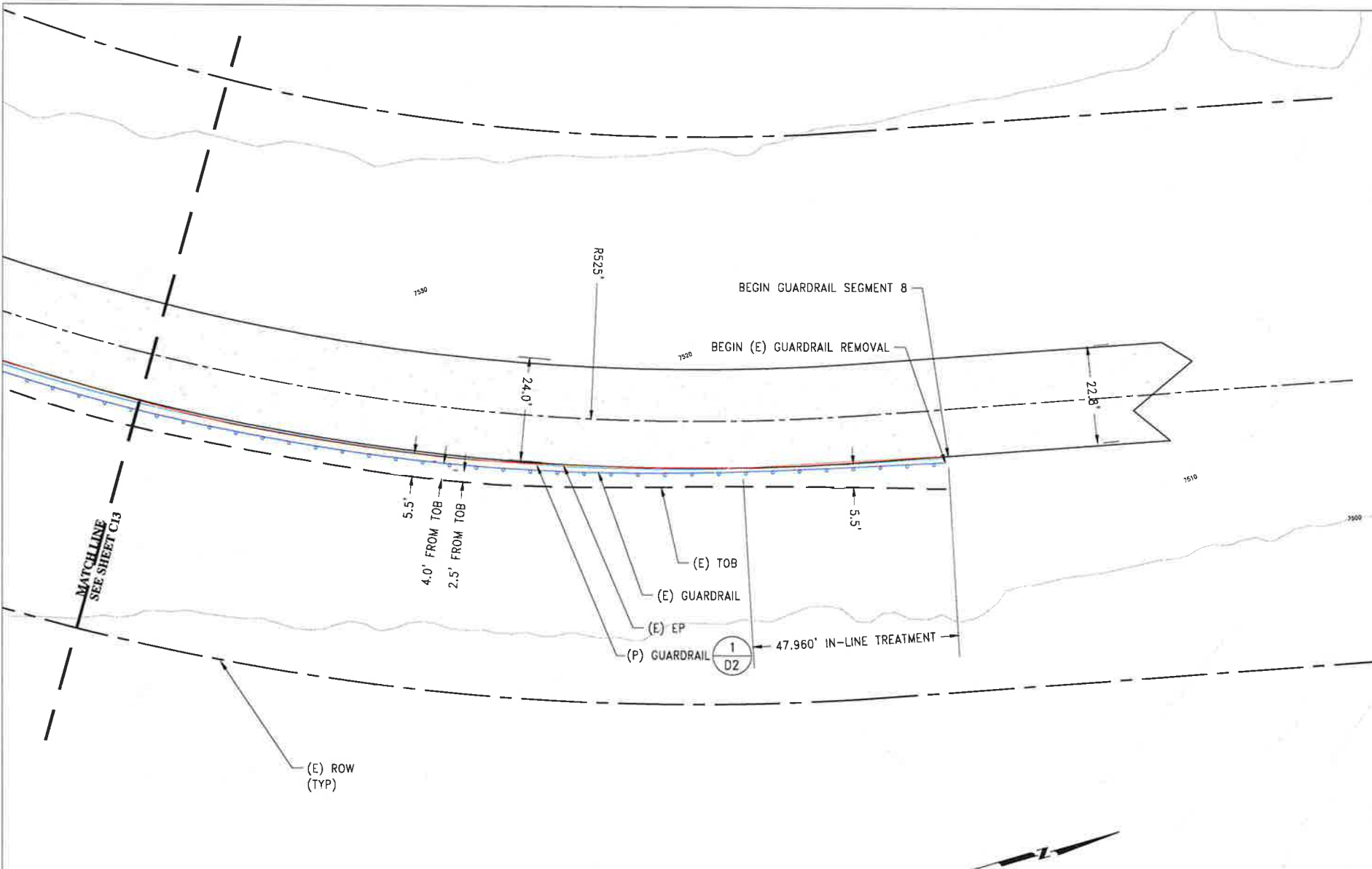


**EASTERN
SIERRA
ENGINEERING**
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISSOP, CA 93314
MAIN: (549) 238-3049
FAX: (549) 828-7821

No	Date	REVISIONS	BY	APPD
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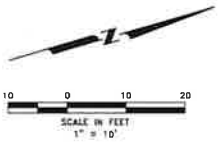
PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**

SHEET NO. **C13 OF 42**



GUARDRAIL SEGMENT 8 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

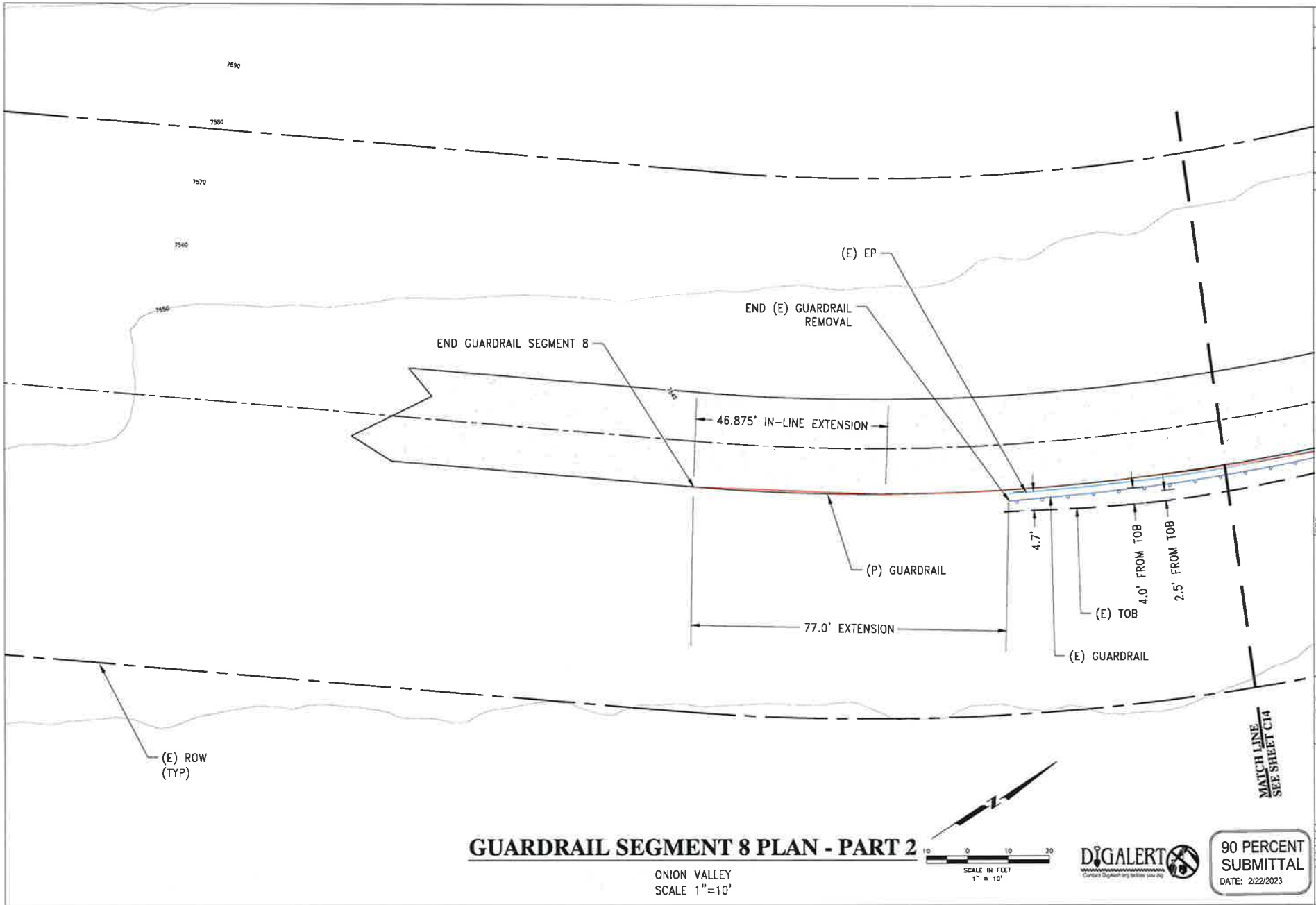
REVISIONS	DATE	BY	APP'D
1			
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GUARDRAIL SEGMENT 8 PLAN - PART 1
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
Civil, Engineering & Construction Services
10000 S. Highway 89, Suite 200
Bishop, CA 93317
Tel: 760.833.8888

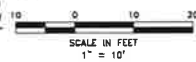


2/22/2023
Drawn by: EWP
Reviewed by: JH
Scale: AS SHOWN
Date: 2/22/2023
SHEET No. **C14 OF 42**



GUARDRAIL SEGMENT 8 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



MATCH LINE
SEE SHEET C14

REV.	DATE	REVISIONS
1		
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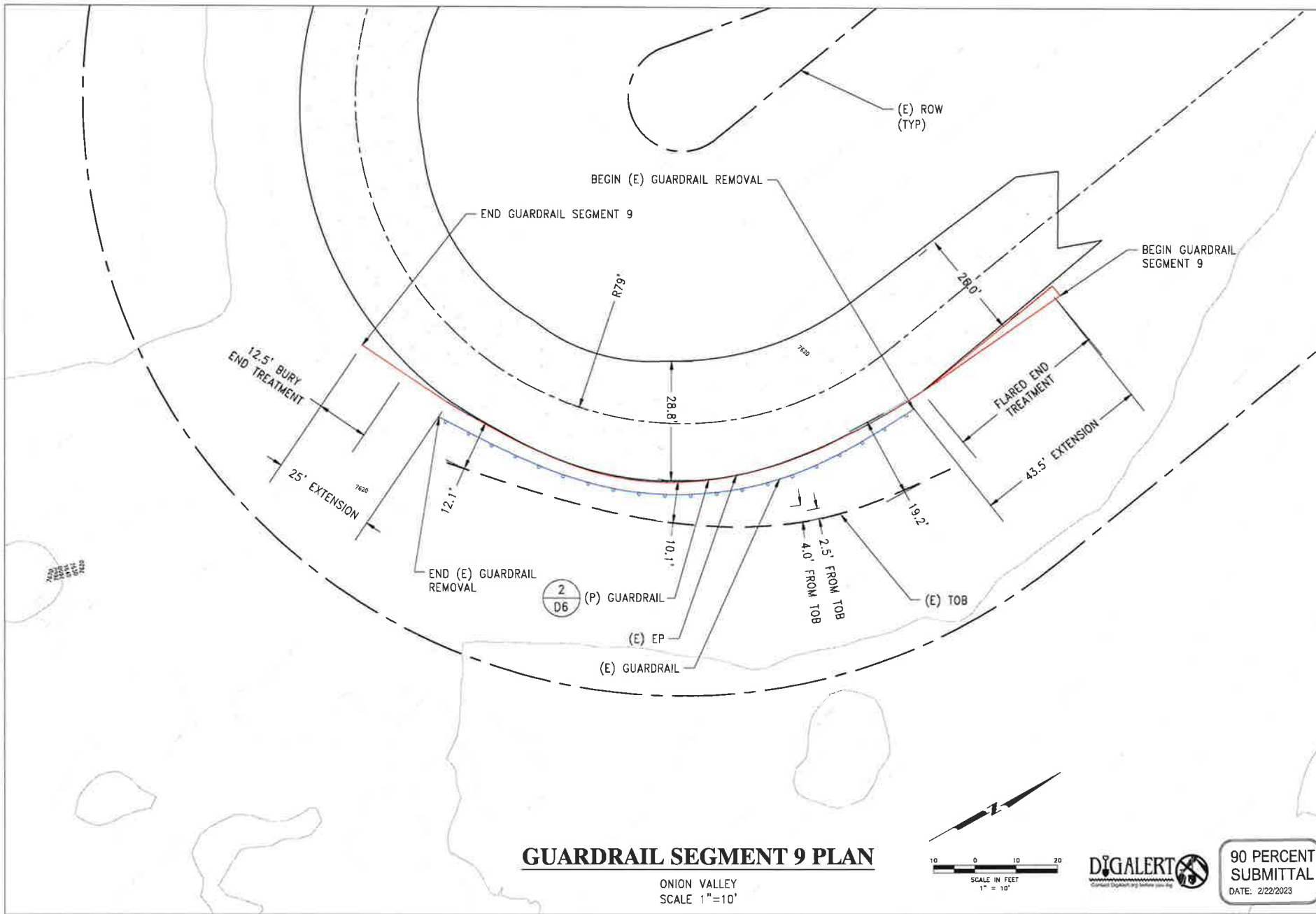
GUARDRAIL SEGMENT 8 PLAN - PART 2
 INYO COUNTY
 ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 1400 N. G ST. SUITE 100
 FRESNO, CA 93704

2/22/2023
 Drawn By: EAC
 Checked By: JH
 Job No: 21188
 Scale: AS SHOWN
 Date: 2/22/2023

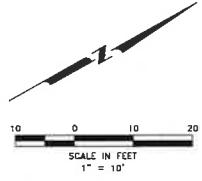
90 PERCENT SUBMITTAL
 DATE: 2/22/2023

SHEET No. **C15** OF **42**



GUARDRAIL SEGMENT 9 PLAN

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

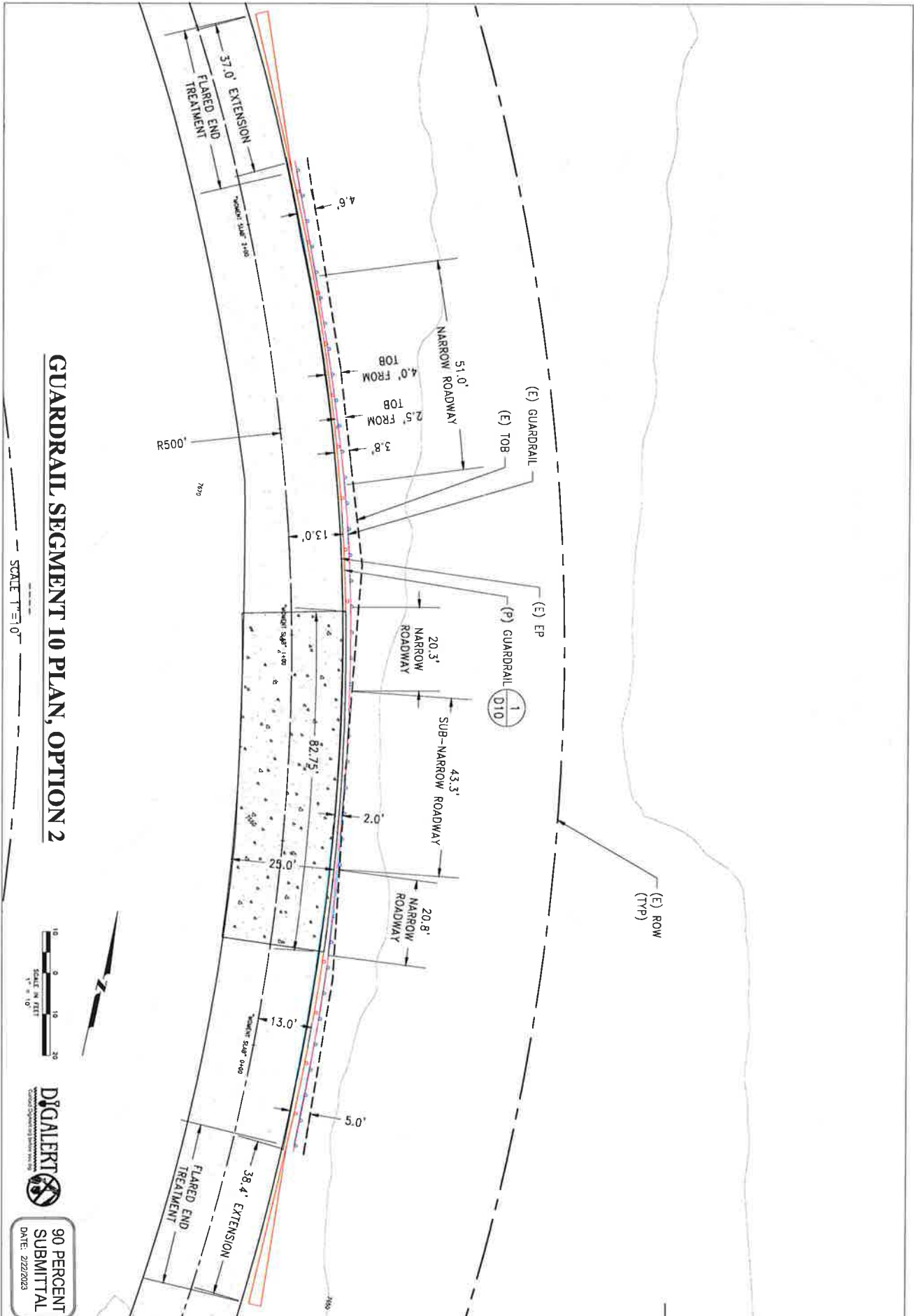
NO.	DATE	REVISIONS
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PROJECT: **GUARDRAIL SEGMENT 9 PLAN**
ONION VALLEY GUARDRAIL
 INVO COUNTY

EASTERN SIERRA ENGINEERING
 CIVIL, ELECTRICAL & CONSTRUCTION ENGINEERING
 1400 WHITE OAK AVENUE
 BIRMINGHAM, AL 35244
 PHONE: 205.988.7221
 FAX: 205.988.7221



Drawn by: EBJ/C
 Checked by: JIK
 Date: 2/22/23
 Scale: AS SHOWN
 SHEET NO. **C16 OF 42**



GUARDRAIL SEGMENT 10 PLAN, OPTION 2

SCALE 1" = 10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

C19 OF 42

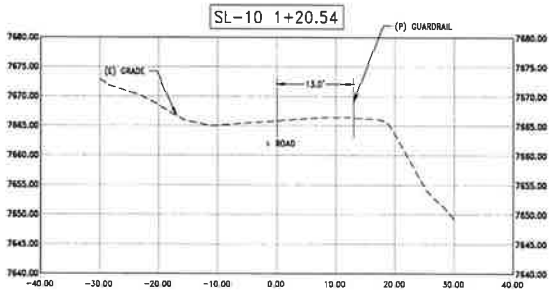
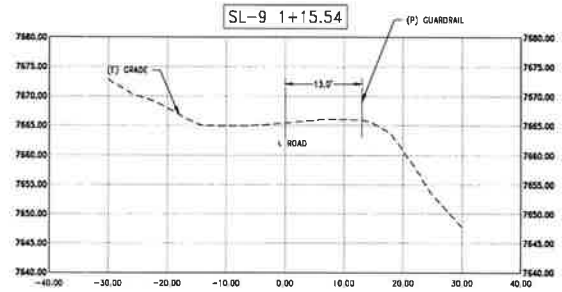
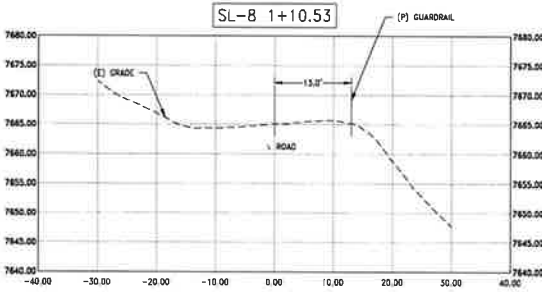
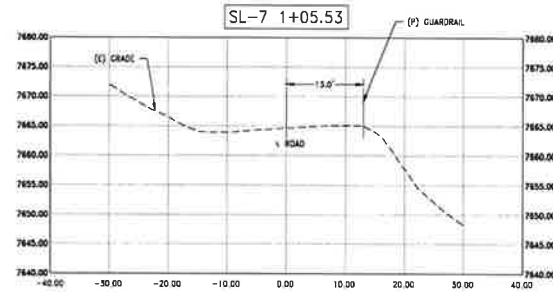
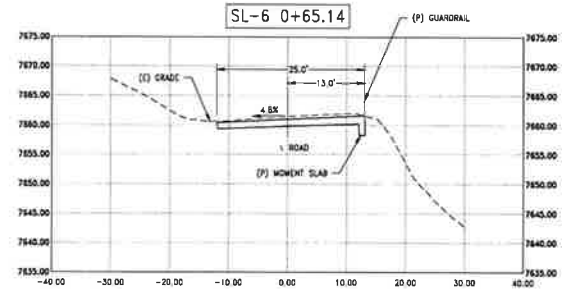
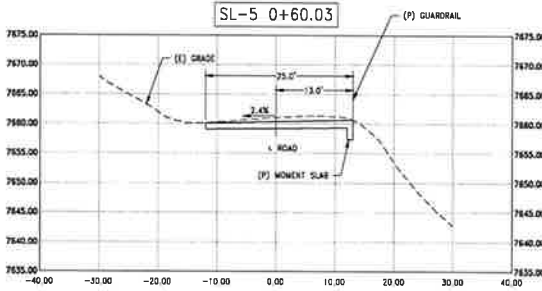
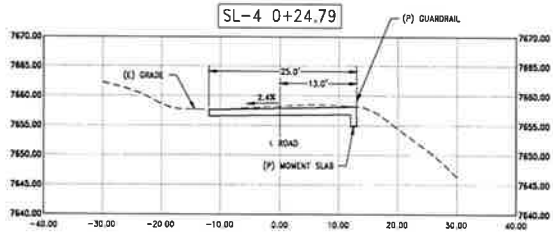
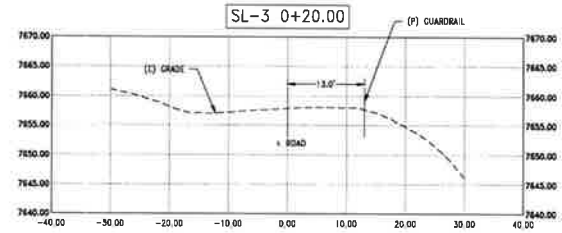
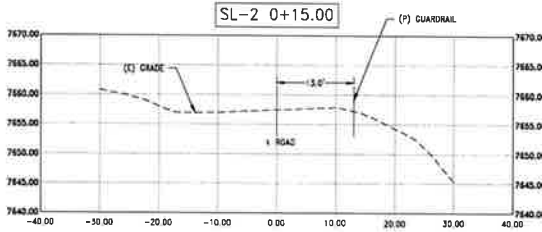
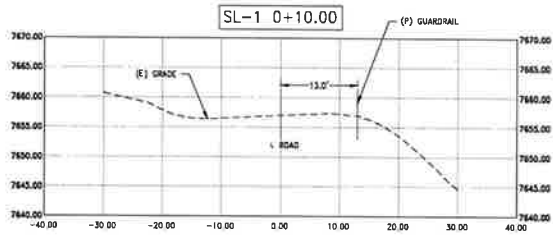
2/22/2023
 PROJECT NO. 19-000000
 SHEET NO. C19 OF 42

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 1400 BRIDGE AVENUE, SUITE 100
 BISHOP, CA 93314
 PHONE: (760) 838-8889
 FAX: (760) 838-7221

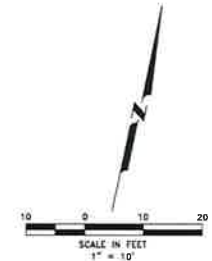
No.	Date	REVISIONS	BY	APPD
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TITLE: GUARDRAIL SEGMENT 10 PLAN, OPTION 2
 PROJECT: INYO COUNTY UNION VALLEY GUARDRAIL
 INYO COUNTY

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				



GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2



90 PERCENT SUBMITTAL
DATE: 2/22/2023

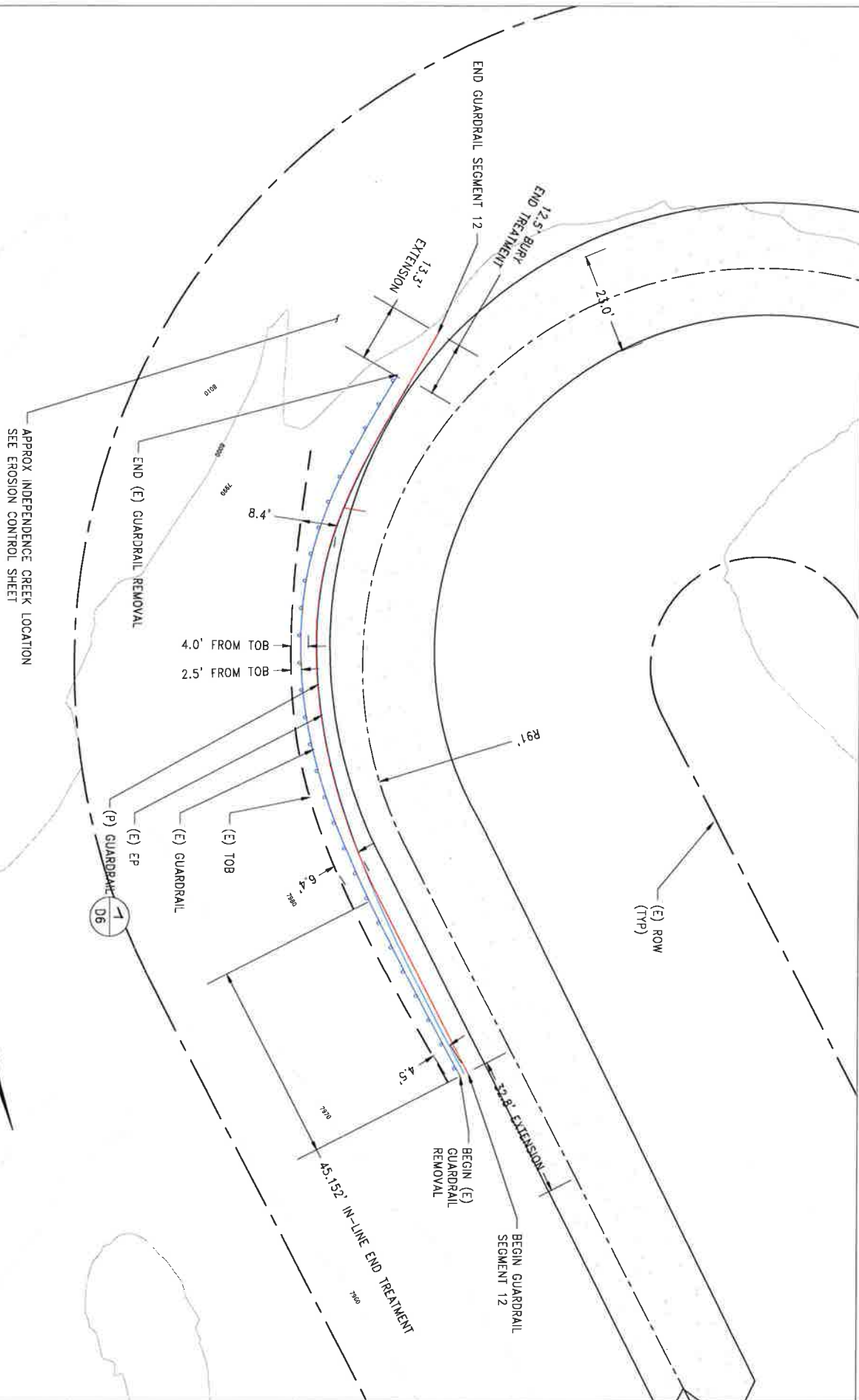
REV	DATE	REVISIONS
1		
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PROJECT: GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2
 INYO COUNTY
 ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 1000 W. STATE ST. SUITE 100
 FRESNO, CA 93721
 (559) 233-1111



DATE: 1/22/2023
 SHEET No. C20 OF 42



GUARDRAIL SEGMENT 12 PLAN

ONION VALLEY
SCALE 1"=10'



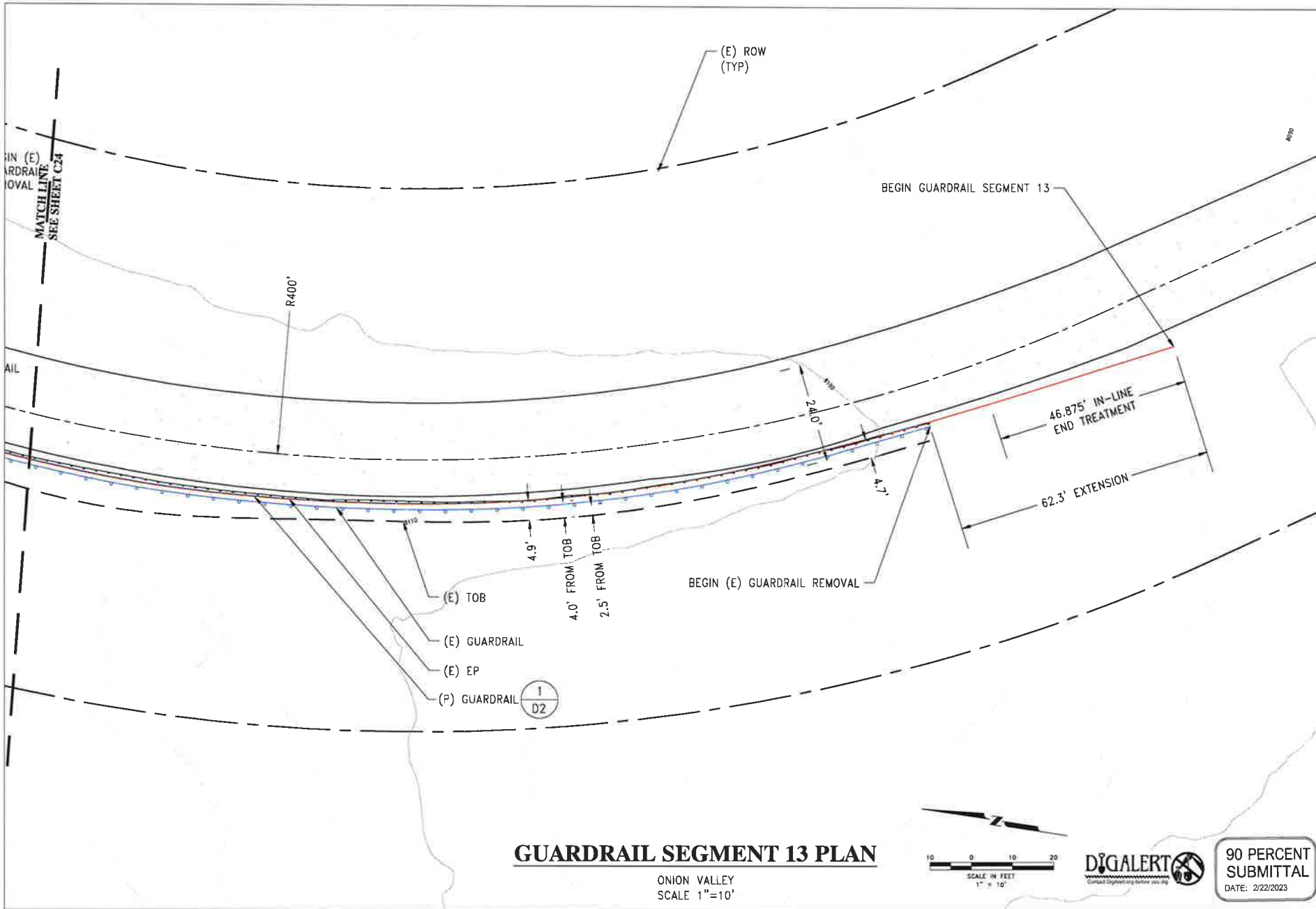
90 PERCENT SUBMITTAL
DATE: 2/22/2023

C22 OF 42

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BIRMGH, CA 92514
MAIN (442) 228-8249
FAX (775) 828-7221

NO.	DATE	REVISIONS	BY	APPD
1				
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5				

TITLE	PROJECT	SHEET NO.
GUARDRAIL SEGMENT 12 PLAN	INYO COUNTY UNION VALLEY GUARDRAIL	42



GUARDRAIL SEGMENT 13 PLAN

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

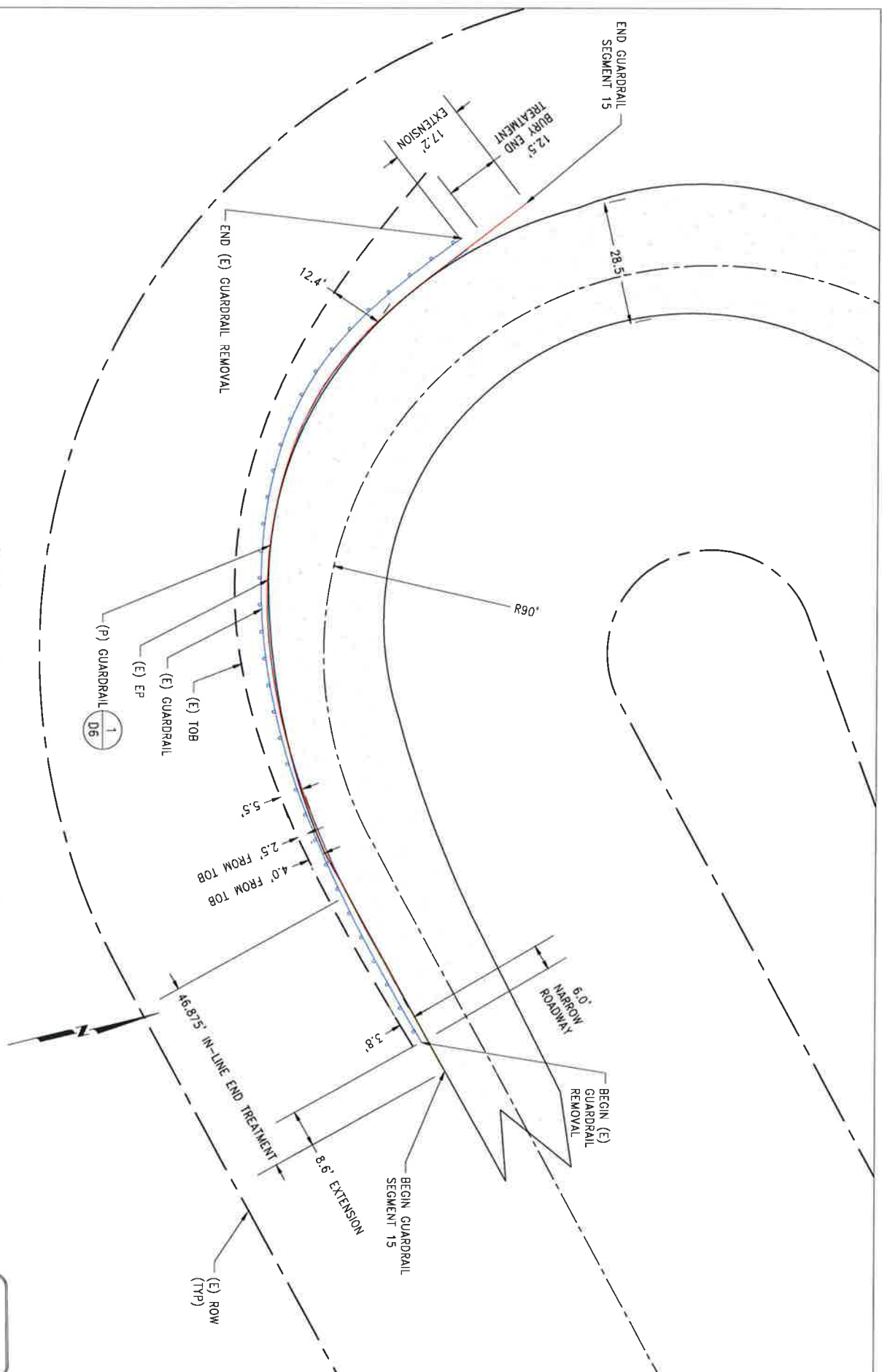
REV	DATE	REVISIONS
1		
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GUARDRAIL SEGMENT 13 PLAN
 INYO COUNTY
 ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 1400 WASHINGTON ST. SUITE 200
 BIRMINGHAM, AL 35202
 (205) 988-8888
 PAC17760 B88/251

2/22/2023
 Drawn By: EWF/JC
 Approved By: JH
 Scale: AS SHOWN
 Date: 2/22/2023
 SHEET NO.

C23 OF 42



GUARDRAIL SEGMENT 15 PLAN

ONION VALLEY
SCALE 1"=10'



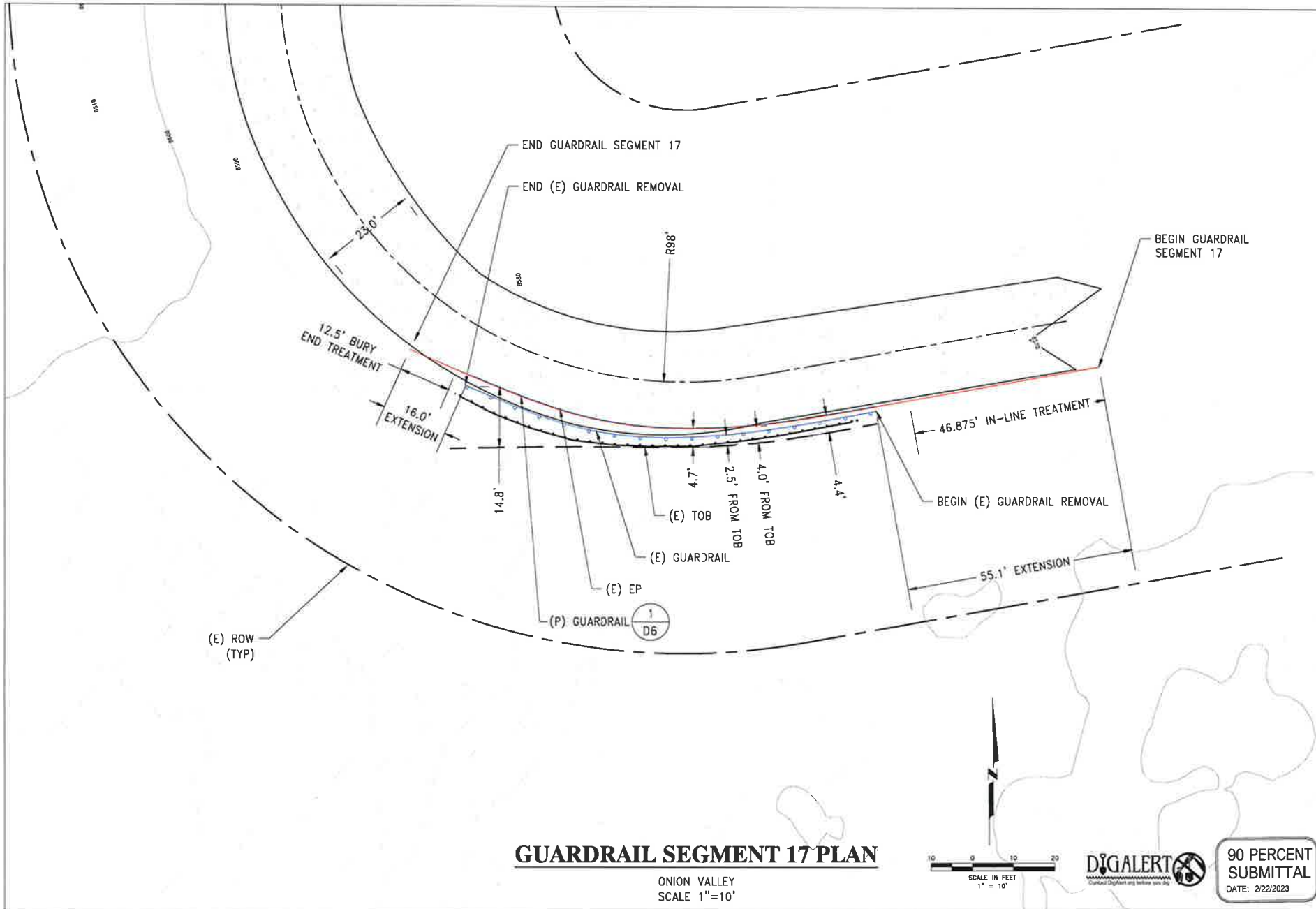
90 PERCENT
SUBMITTAL
DATE: 2/22/2023

C25 OF 42

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITE'S ALLEY SUITE 14020 BISHOP, CA 93514
 PHONE: (775) 928-9049 FAX: (775) 928-7221

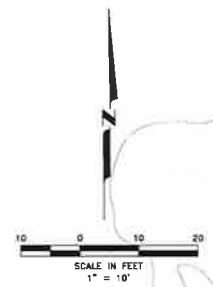
No	Date	REVISIONS	BY	APPD
1				
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TITLE		PROJECT	
GUARDRAIL SEGMENT 15 PLAN		INYO COUNTY ONION VALLEY GUARDRAIL	
PROJECT		INYO COUNTY	



GUARDRAIL SEGMENT 17 PLAN

ONION VALLEY
SCALE 1"=10'

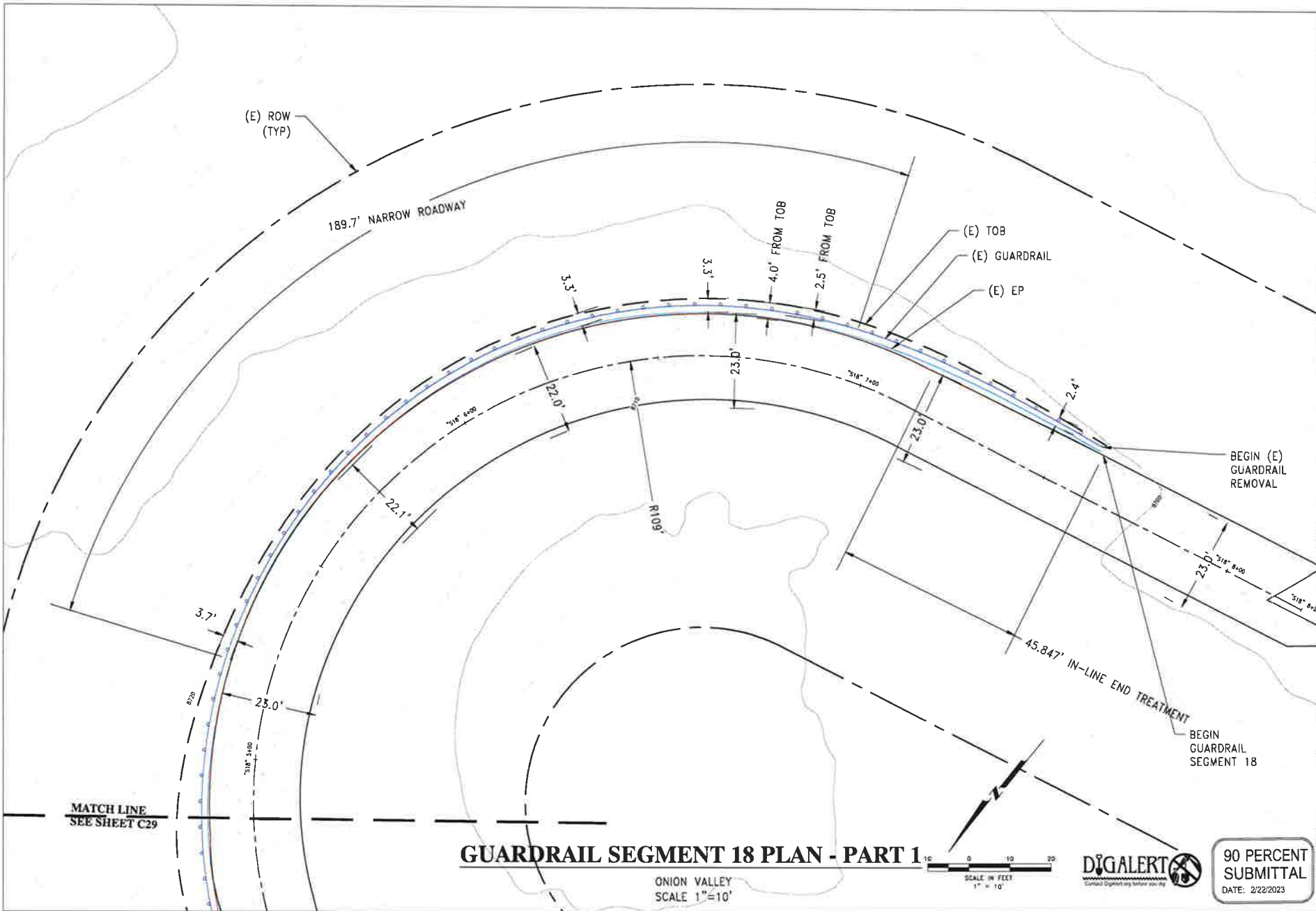


90 PERCENT SUBMITTAL
DATE: 2/22/2023

EASTERN SIERRA ENGINEERING <small>CIVIL, ENVIRONMENTAL & CONSTRUCTION SERVICES 1000 N. WINDY HILL RD. SUITE 100 WINDY HILL, CA 95761 FAX: (925) 886-9261</small>	TITLE	GUARDRAIL SEGMENT 17 PLAN
	PRIORITY	INYO COUNTY ONION VALLEY GUARDRAIL
	PROJECT	
	INYO COUNTY	

REV	DATE	BY	APPV
1			
2			
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5			

Designer: CC Drawn By: ENG Checked By: JH Job No: 21238 Name: AK SHOWN Title: PROJECT MANAGER	DATE: 2/22/2023 SHEET No C27 OF 42
--	---



GUARDRAIL SEGMENT 18 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



90 PERCENT
SUBMITTAL
DATE: 2/22/2023

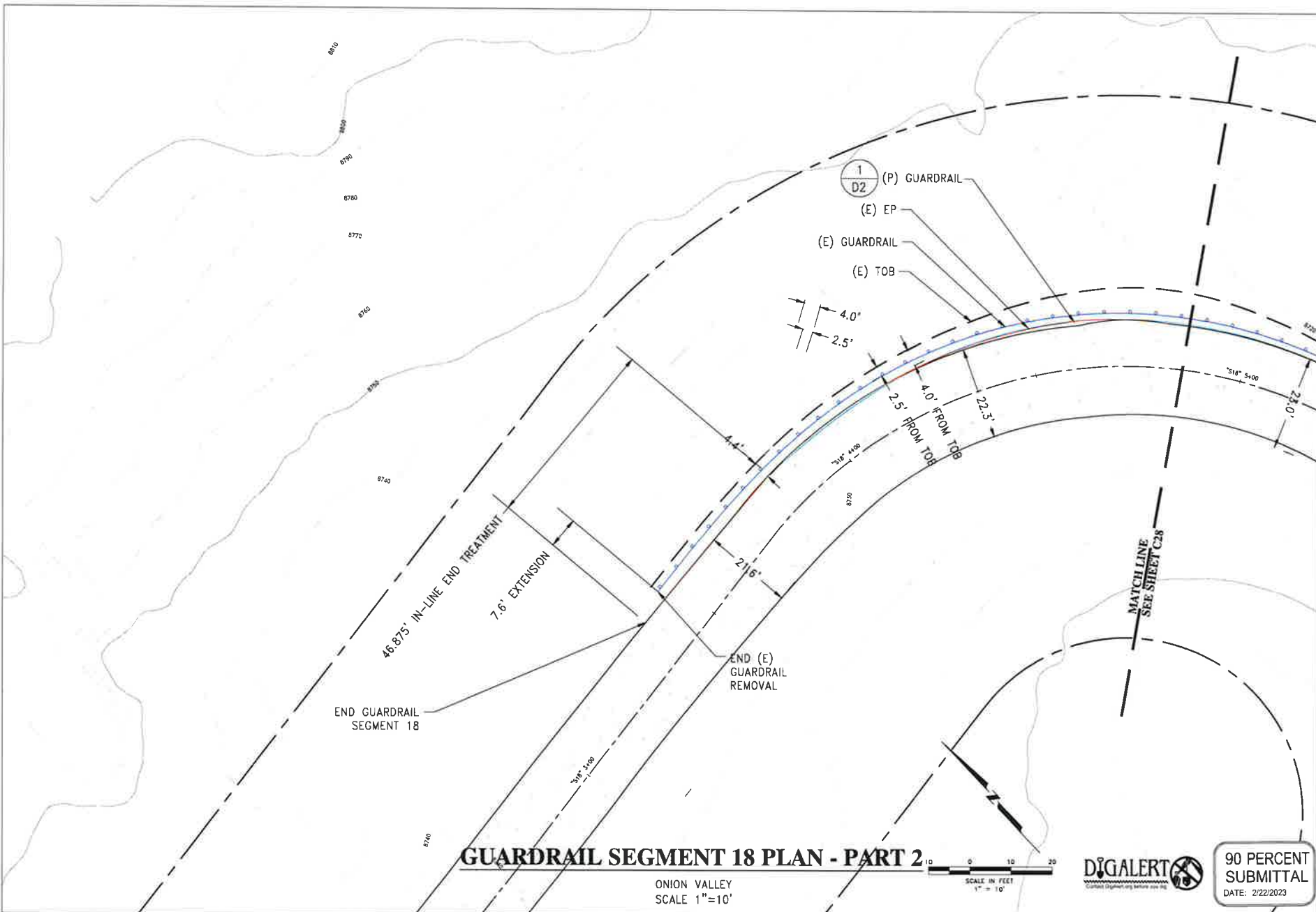
REV	DATE	DESCRIPTION
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GUARDRAIL SEGMENT 18 PLAN - PART 1
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1000 N. G ST. SUITE 200
FRESNO, CA 93704
PHONE: 559.233.8888
WWW.ESENGR.COM

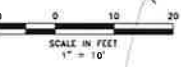


2/22/2023
Drawn By: EJC
Approved By: JAC
Scale: AS SHOWN
SHEET No. **C28 OF 42**



GUARDRAIL SEGMENT 18 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

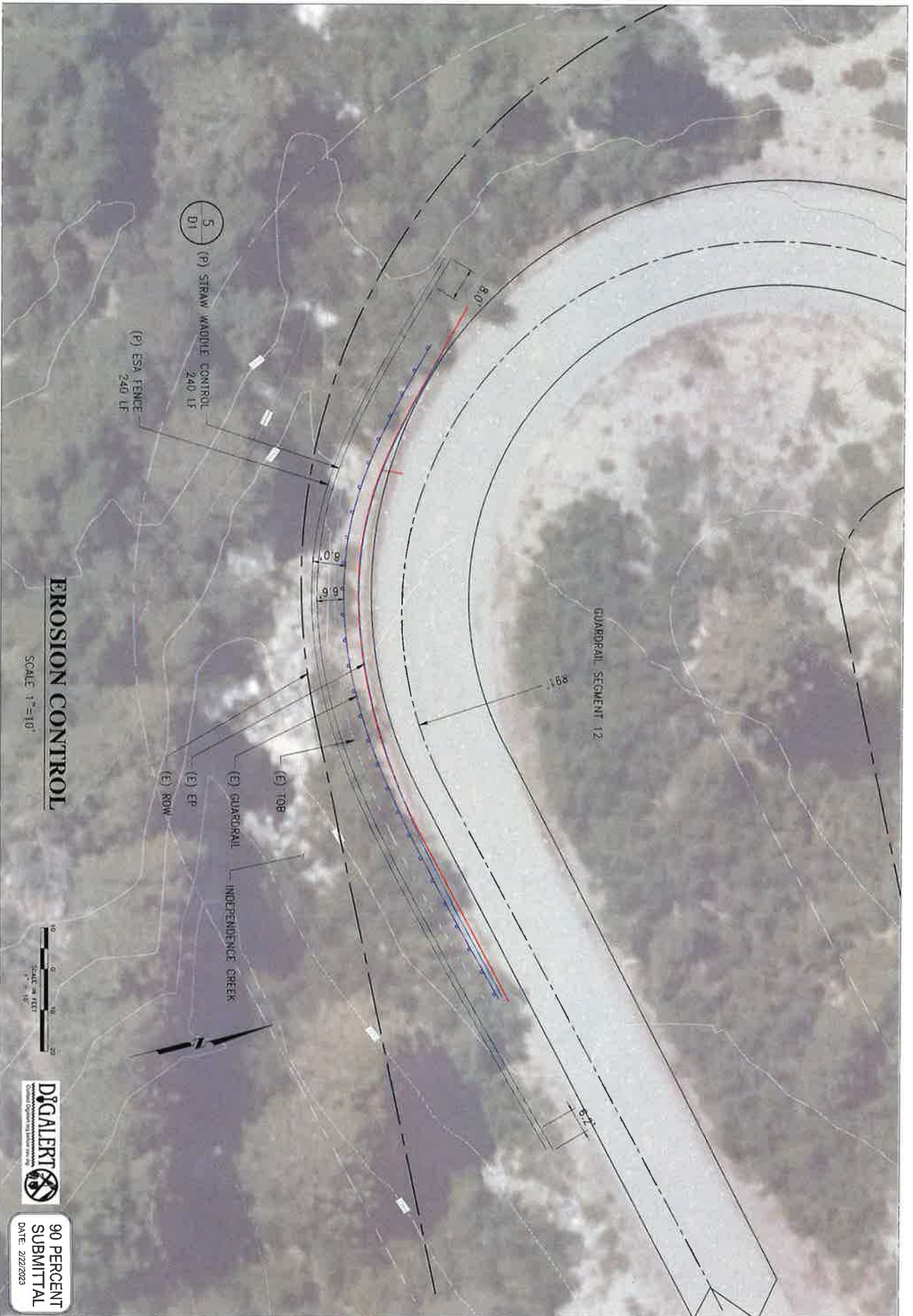
REV	DATE	BY	CHKD	REVISIONS
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4				
5				

GUARDRAIL SEGMENT 18 PLAN - PART 2
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY AVENUE
 BISHOP, CA 93314
 PHONE: 760.838.9921
 FAX: 760.838.9921

Joseph A. [Signature]
 2/22/2023
 Title: E.C.
 Drawn By: F.M.C.
 Appointed By: J.H.
 T.S. No.: 1138
 Scale: AS SHOWN
 Date: 2/22/2023

C29 OF 42



EROSION CONTROL

SCALE 1"=10'



90 PERCENT
SUBMITTAL
DATE: 2/22/2023

ES1 OF 42



EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1100 WHITNEY ALLEY
BISHOP, CA 93314
MAIN (442) 228-5049
FAX (775) 828-7221

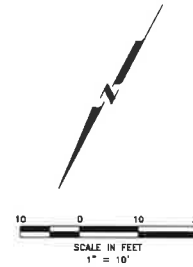
TITLE: **EROSION CONTROL**
PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
INYO COUNTY

No	Date	REVISIONS	BY	APPD
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INTENTIONALLY
LEFT BLANK

SIGN AND STRIPING

SCALE 1"=10'

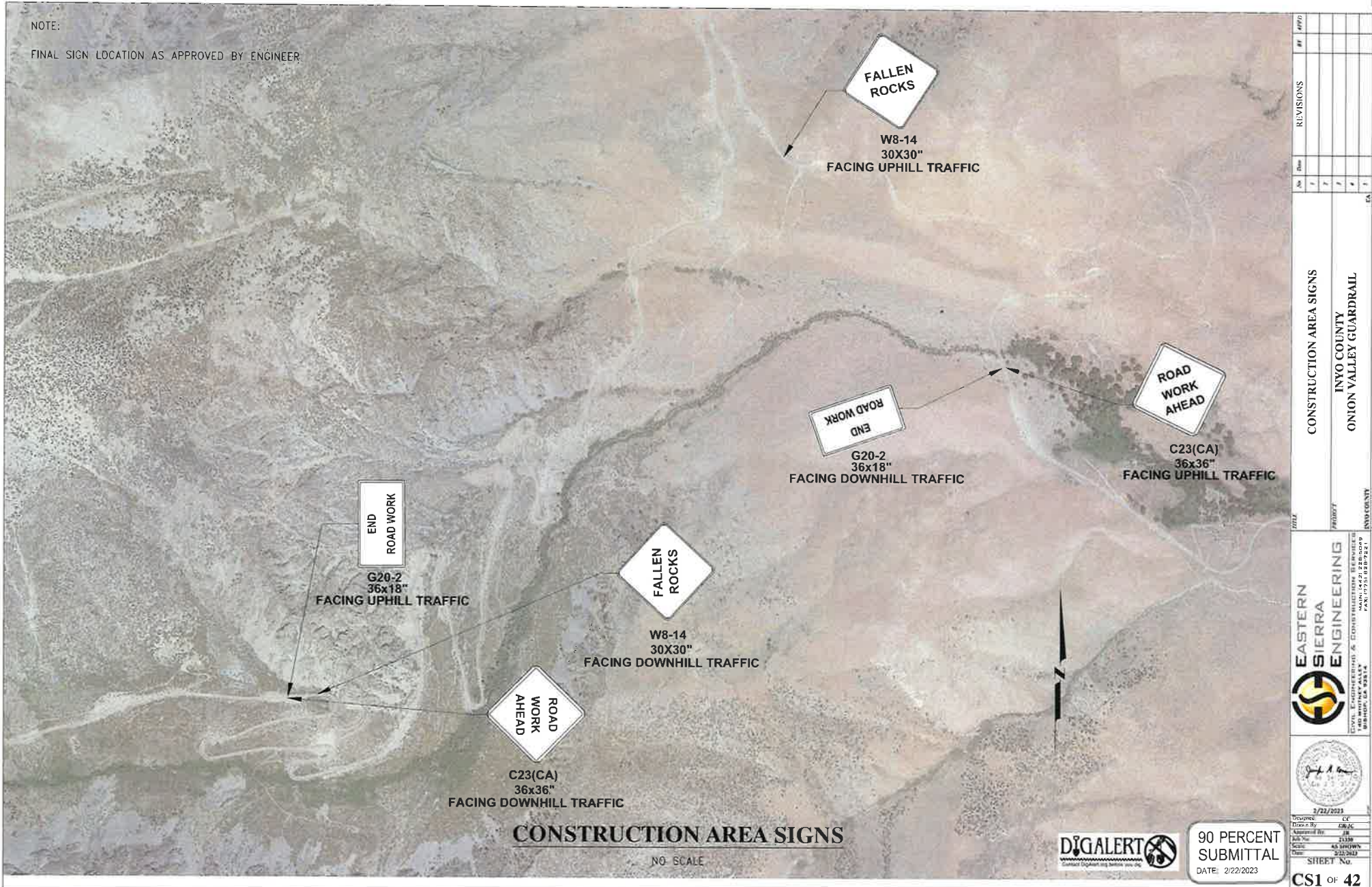


**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

 EASTERN SIERRA ENGINEERING <small>CIVIL, ELECTRICAL, & CIVIL UTILITIES SERVICES 4000 W. 10TH ST., SUITE 100 MARIETTA, GA 30067 770.426.8824</small>	TITLE	SIGN AND STRIPING	
	PROJECT	INYO COUNTY UNION VALLEY GUARDRAIL	
	INVO CLIENT	INYO COUNTY	
	DATE	2/22/2023	BY
	Drawn By: EMJ Checked By: JM Date: 2/22/2023 Scale: AS SHOWN Title: 2/22/2023	No. 1 Date 2/22/2023 BY EMJ	REVISIONS No. 1 Date 2/22/2023 BY EMJ
SHEET No. S1 OF 42			

NOTE:

FINAL SIGN LOCATION AS APPROVED BY ENGINEER



CONSTRUCTION AREA SIGNS

NO SCALE



90 PERCENT
SUBMITTAL
DATE: 2/22/2023

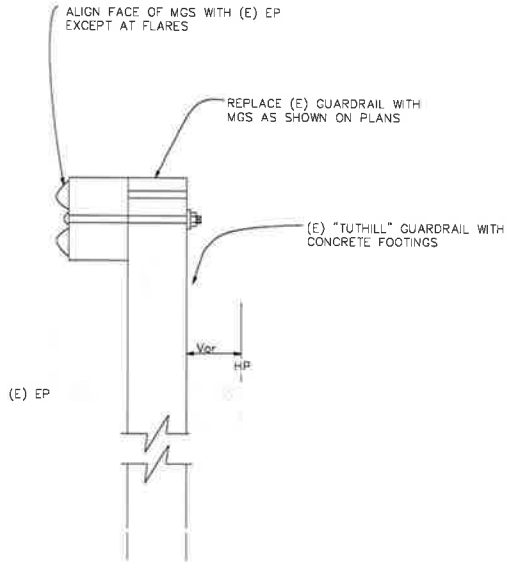
REVISED	DATE	BY	APP'D

CONSTRUCTION AREA SIGNS
INYO COUNTY
UNION VALLEY GUARDRAIL

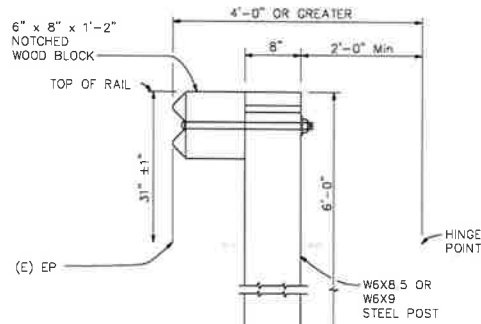
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSULTING SERVICES
1000 W. 10TH ST., SUITE 200
MADISON, CA 95954
TEL: 751.858.9211



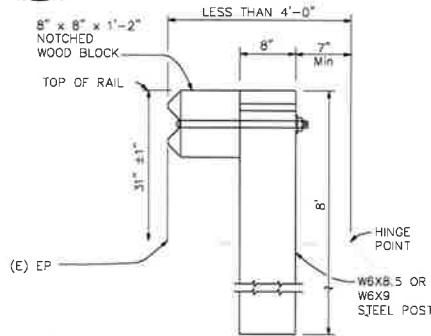
2/22/2023
Drawn By: CE
Checked By: CE/AC
Approved By: JR
Title: 1330
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
CS1 OF 42



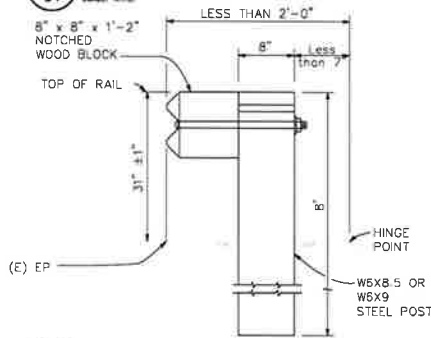
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D1
MGS INSTALLATION DETAIL
SCALE: N.T.S.



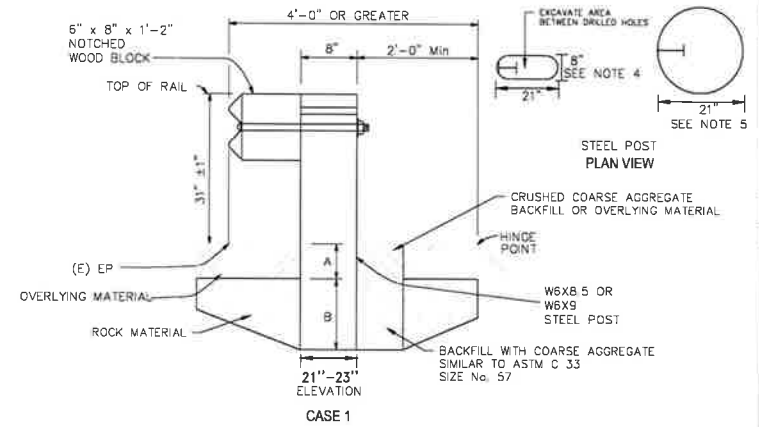
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D1
TYPICAL ROADWAY INSTALLATION
SCALE: N.T.S.



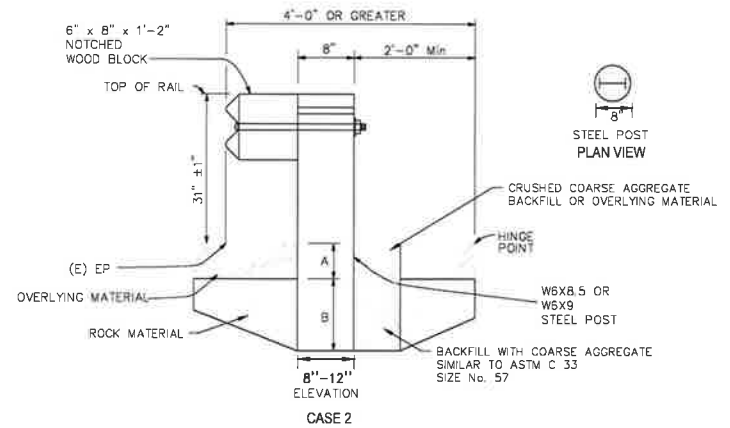
3
D1
NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



4
D1
SUB-NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



CASE 1



CASE 2

6
D1
POST EMBEDMENT INTO ROCK
SCALE: N.T.S.

A= DEPTH OF SOIL OVER ROCK FORMATION.
B= DEPTH OF EMBEDMENT INTO ROCK FORMATION.

NOTES

- UNLESS OTHERWISE SPECIFIED USE EITHER THE CIRCULAR OR THE OBLONG HOLE CONFIGURATION FOR CASE 1 CONDITIONS.
- CRUSHED COARSE AGGREGATE BACKFILL CONFORMS TO COARSE AGGREGATE FOR CONCRETE.
- CRUSHED COARSE AGGREGATE ACCORDING TO THE POST REQUIREMENTS.
- THIS WIDTH MAY BE INCREASED TO 15" TO ACCOMMODATE CONSTRUCTION TOLERANCES.
- 2' DIAMETER HOLE MAY BE USED.



90 PERCENT SUBMITTAL
DATE: 2/22/2023

REV	BY	DATE	REVISIONS

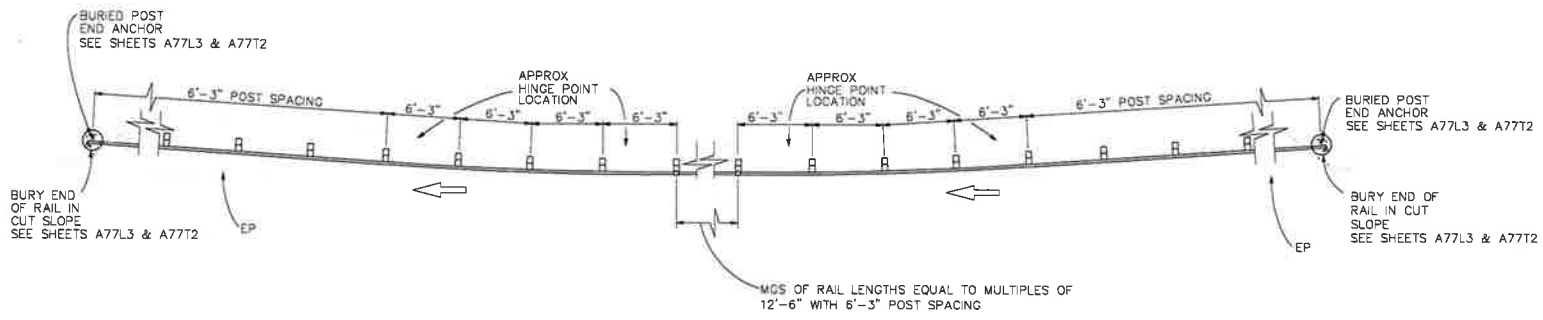
DETAILS - MGS INSTALLATION DETAIL
INYO COUNTY
ONION VALLEY GUARDRAIL

FILED PROJECT INVENTORY

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1000 N. HWY 99, SUITE 200
MADISON, CA 95956
PHONE: 530.538.2347
FAX: 530.538.2347



2/22/2023
Checked by: CC
Drawn by: EWAC
Approved by: JH
Task No: 1338
Scale: AS SHOWN
Sheet: 23/2623



1 TYPE 11F OV LAYOUT
 D3 SCALE: N.T.S.
 (Embankment MGS installation with a buried end anchor treatment at each end of railing)

REV	DATE	REVISIONS
1		
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DETAILS - LAYOUTS - PART 2
 INYO COUNTY
 ONION VALLEY GUARDRAIL

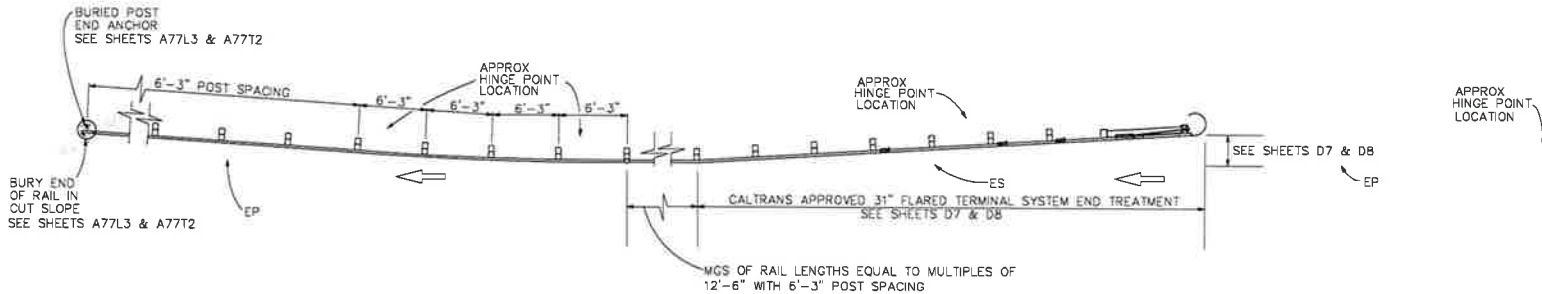
EASTERN SIERRA ENGINEERING
 CONSULTING ENGINEERS & ARCHITECTS
 140 WINTERGALLY, SUITE 100
 BIRMGING, CA 93614
 PHONE: (530) 865-9281
 FAX: (530) 865-9281



Date: 2/22/2023	Checked by: C.C.
Drawn by: E.M.C.	Approved by: J.M.
Scale: AS SHOWN	Sheet: 3/22/2413

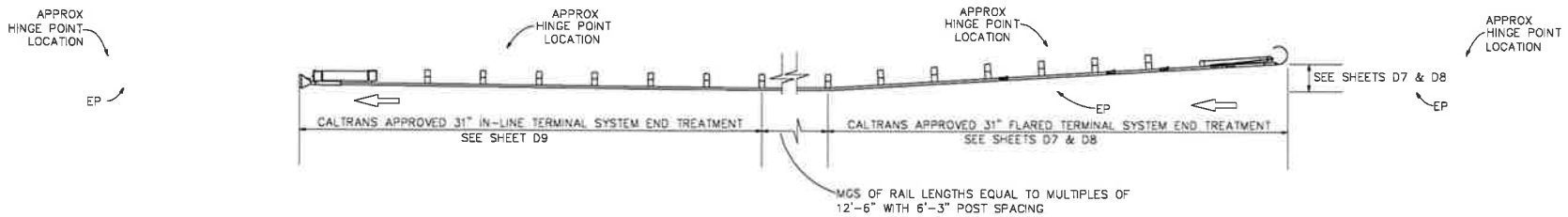


90 PERCENT SUBMITTAL
 DATE: 2/22/2023



1
D4 TYPE 11G OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and a buried end anchor treatment at the ends of railing)



2
D4 TYPE 11H OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and 31" in-line end treatment at the ends of railing)

REV	DATE	REVISIONS
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FILE: **DETAILS - LAYOUTS - PART 3**
 PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
 INYO COUNTY

EASTERN SIERRA ENGINEERING
 CONSULTING ENGINEERS & ARCHITECTS INC. REG. NO. 18800
 440 WATSON AVENUE
 BERKELEY, CA 94704
 FAX: (925) 838-9251



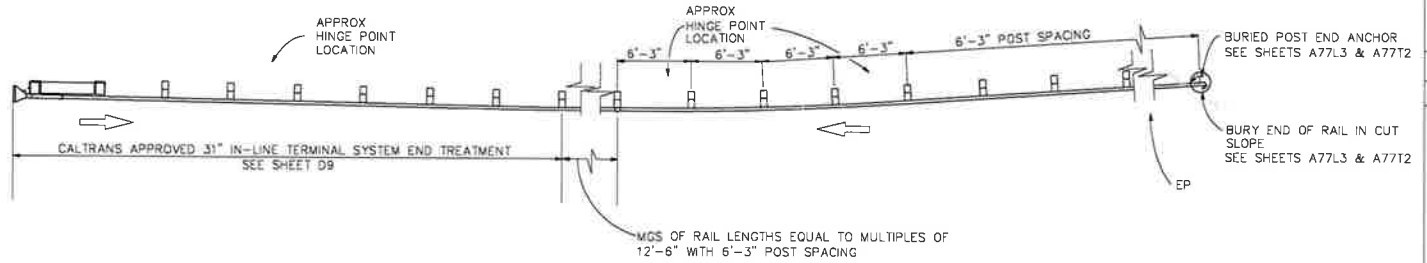
Checked by:	EC
Drawn by:	ERJC
Approved by:	JR
Date:	1/18/23
Scale:	AS SHOWN
Date:	2/22/2023



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

APPROX
HINGE POINT
LOCATION

EP

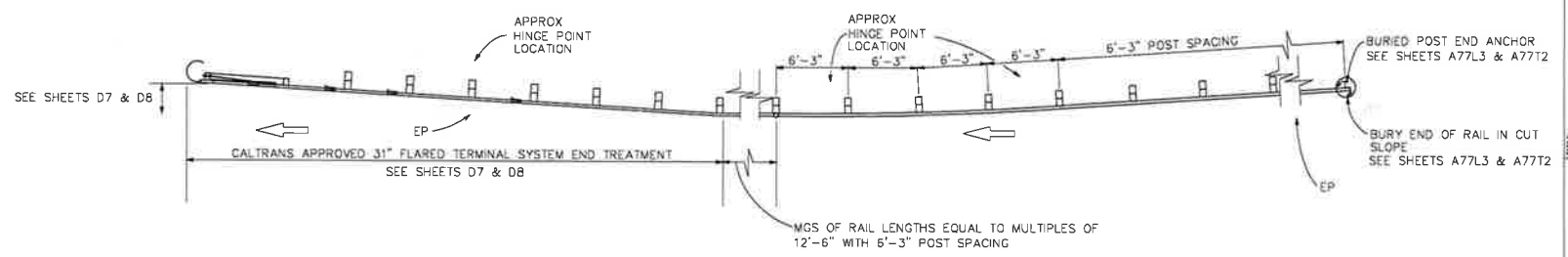


1 TYPE 11K OV LAYOUT
D6 SCALE: N.T.S.

(Embankment MCS installation with a buried end anchor treatment and a 31" in-line end treatment at the ends of railing)

APPROX
HINGE POINT
LOCATION

EP



2 TYPE 11L OV LAYOUT
D6 SCALE: N.T.S.

(Embankment MCS installation with a buried end anchor treatment and a 31" flared end treatment at the ends of railing)

REVISIONS	
#	Date

DETAILS - LAYOUTS - PART 5
INYO COUNTY
UNION VALLEY GUARDRAIL

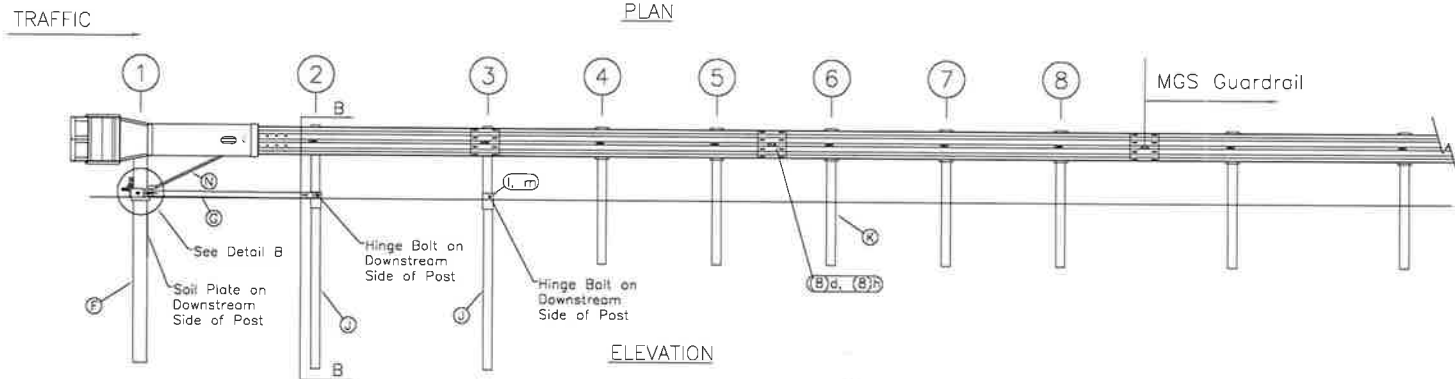
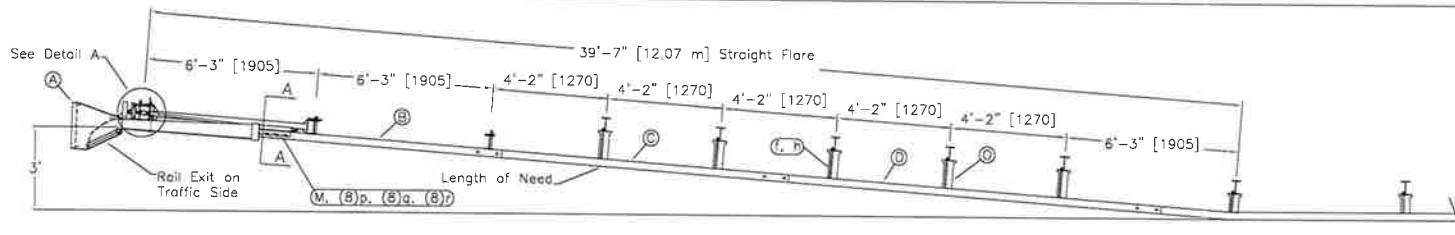
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1800 W. 10TH STREET, SUITE 200
FRESNO, CA 93721
TEL: 559.233.8888



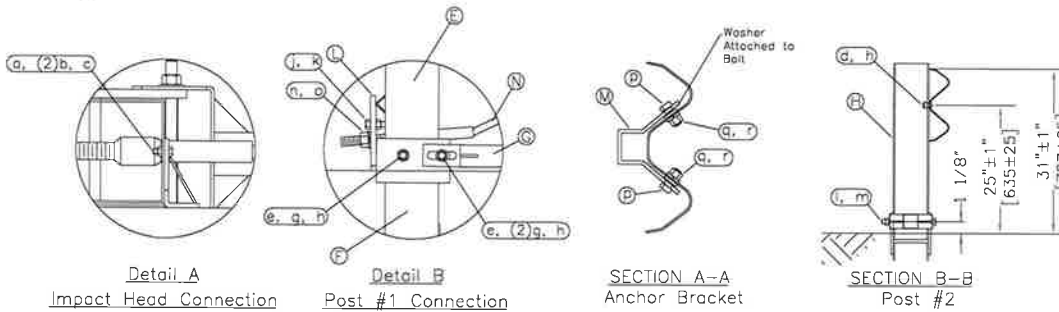
2/22/2023
Checked By: EC
Drawn By: EWZC
Approved By: JK
Title: 2108
Scale: AS SHOWN
Sheet: 233-5023



90 PERCENT SUBMITTAL
DATE: 2/22/2023



ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	MF3000
B	1	FLEAT ANCHOR RAIL 12'-6"	SF1303
C	1	FLEAT SECOND RAIL 10'-5"	F1324
D	1	FLEAT THIRD RAIL 13'-6 1/2"	F1334
E	1	FIRST POST TOP (6X6X4" Tube)	MP1A
F	1	FIRST POST BOTTOM (6' W6X15)	MP1B
G	1	GROUND STRUT	MS785
H	2	HINGE POST UPPER	MHP2A
J	2	HINGE POST LOWER	HP2B
K	5	STEEL LINE POST 6'	P621
L	1	MASH BEARING PLATE	ME750
M	1	CABLE ANCHOR BOX	S760
N	1	BCT CABLE ANCHOR ASSEMBLY	E770
O	5	RECYCLED PLASTIC BLOCK OR EQUIV.	P618
HARDWARE (ALL DIMENSIONS IN INCHES)			
o	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	18	5/8 x 1 1/4 SPLICE BOLT	B580122
e	2	5/8 x 9 HEX BOLT GRD 5	B580904A
f	3	5/8 x 14 H.C.R. BOLT	B581402
g	3	5/8 WASHER	W050
h	25	5/8 H.C.R. NUT	N050
j	1	5/8 x 5" BOLT FULL THREAD GRD A449	B580504A
k	1	5/8 HEX NUT	N055
l	2	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
m	2	3/4 HEX NUT	N030
n	2	1 ANCHOR CABLE HEX NUT	N100
o	2	1 ANCHOR CABLE WASHER	W100
p	8	1/2 RSI SHOULDER BOLT W/WASHER	S812A
q	8	1/2 STRUCTURAL NUT	N012A
r	8	1/2 STRUCTURAL WASHER	W012A



- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1, 2 & 3 shall not protrude more than 4 in above the ground (measured along a 5' curve). Site grading may be necessary to meet this requirement.
 - The lower sections of the hinged posts should not be driven with the upper post attached if the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" Ø post hole, 20 in deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5' deep to provide drainage. The first anchor second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

1
07 FLARED END TREATMENT 12" BLOCKS
SCALE: N.E.S.

 Road Systems, Inc. Big Spring, TX Phone: 432-263-2435 or Phone: 330-346-0721	MASH Fleet Terminal 12" Blocks TL-3 Standard Post System	Date: 1/10/19 Rev: JRR
	Drawing Name: MFLT-12 Scale: None	Date: 2/22/2023



90 PERCENT SUBMITTAL
DATE: 2/22/2023

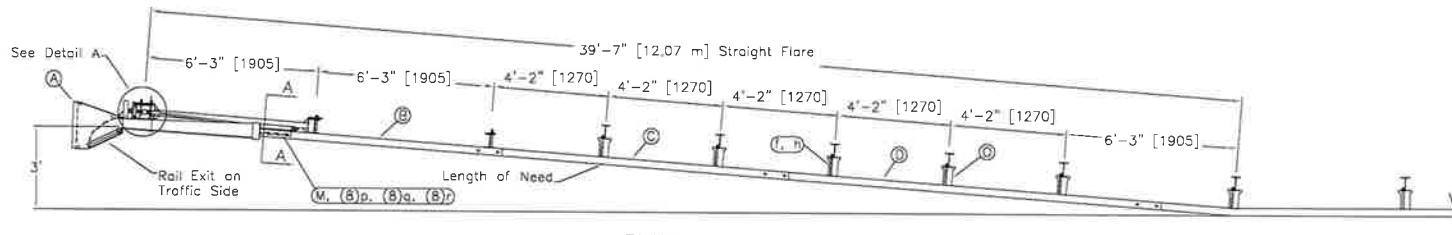
SHEET No. **D7** OF **42**

REV	DATE	BY	REVISIONS
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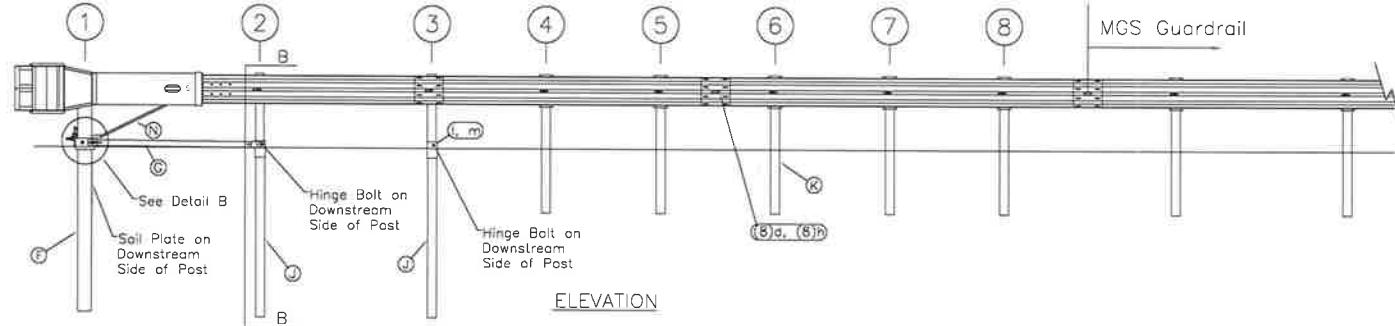
DETAILS - RSI MASH FLEAT TERMINAL 12" BLOCKS
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
1000 W. UNIVERSITY BLVD., SUITE 100
MIDLAND, TX 79701
PHONE: 797-558-9221
FAX: 797-558-9221



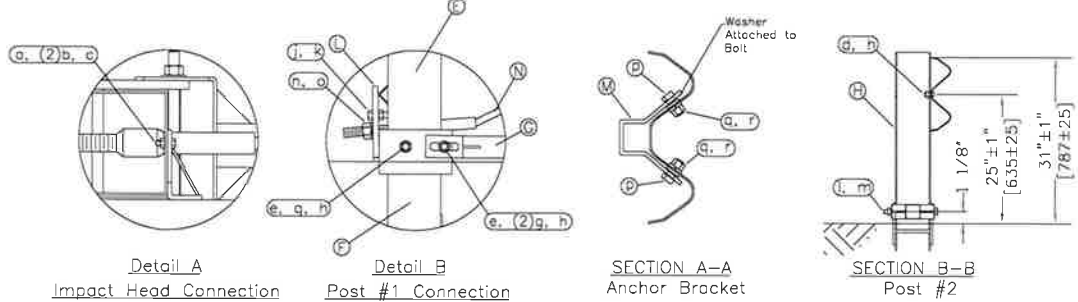


TRAFFIC PLAN



ELEVATION

ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	MF3000
B	1	FLEAT ANCHOR RAIL 12"-6"	SF1303
C	1	FLEAT SECOND RAIL 10"-5"	F1324
D	1	FLEAT THIRD RAIL 13"-6 1/2"	F1334
E	1	FIRST POST TOP (6X6X8" Tube)	MP1A
F	1	FIRST POST BOTTOM (6" WEX15)	MP1B
G	1	GROUND STRUT	MS7B5
H	2	HINGE POST UPPER	MHP2A
J	2	HINGED POST LOWER	HP2B
K	5	STEEL LINE POST 6"	PE21
L	1	MASH BEARING PLATE	ME750
M	1	CABLE ANCHOR BOX	S760
N	1	BCT CABLE ANCHOR ASSEMBLY	E770
O	5	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	18	5/8 x 1 1/4 SPLICE BOLT	B580122
e	2	5/8 x 9 HEX BOLT GRD 5	B580904A
f	5	5/8 x 10 H.C.R. BOLT	B581002
g	3	5/8 WASHER	W050
h	25	5/8 H.C.R. NUT	N050
j	1	5/8 x 5" BOLT FULL THREAD GRD A449	B580504A
k	1	5/8 HEX NUT	N055
l	2	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
m	2	3/4 HEX NUT	N030
n	2	1 ANCHOR CABLE HEX NUT	N100
o	2	1 ANCHOR CABLE WASHER	W100
p	8	1/2 R9 SHOULDER BOLT W/WASHER	S912A
q	8	1/2 STRUCTURAL NUT	N012A
r	8	1/2 STRUCTURAL WASHER	W012A



GENERAL NOTES:

- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
- The lower sections of the Posts 1, 2 & 3 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
- The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
- When competent rock is encountered, a 12" Ø post hole, 20 in deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5' deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
- The breakaway cable assembly must be fast. A locking device (vice-grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

1 08 FLARED END TREATMENT 8" BLOCKS
SEE: N.T.S.

RSI
Rise Systems, Inc.
Big Spring, TX
Phone: 432-265-2435
or Phone: 330-346-0721

MASH FLEAT Terminal
TL-3 Standard Post System

Drawn by: MFLT Scale: None

Sheet: 1
Date: 04 10 19
By: JRR
Rev: 03



90 PERCENT SUBMITTAL
DATE: 2/22/2023

REVISIONS	
NO.	DATE

DETAILS - RSI MASH FLEAT TERMINAL 8' BLOCKS

INYO COUNTY
UNION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING

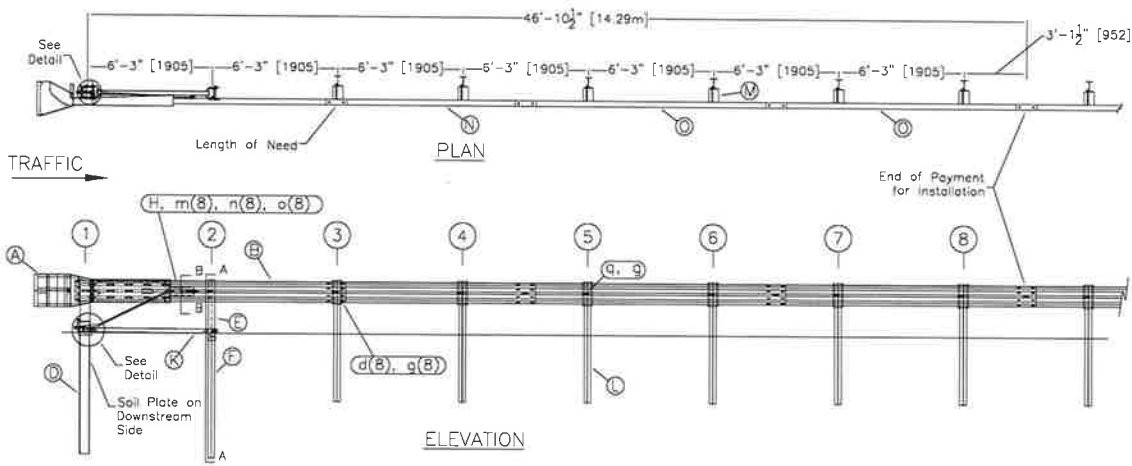
CIVIL ENGINEERING & CONSTRUCTION SERVICES
BISHOP, CA 93314
PHONE: (760) 838-9251
FAX: (760) 838-9251

2/22/2023

Checked By: JRR
Drawn By: JRR
Scale: AS SHOWN
Date: 2/22/2023

SHEET NO.

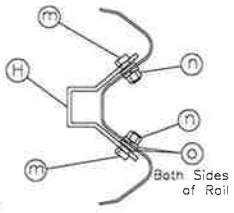
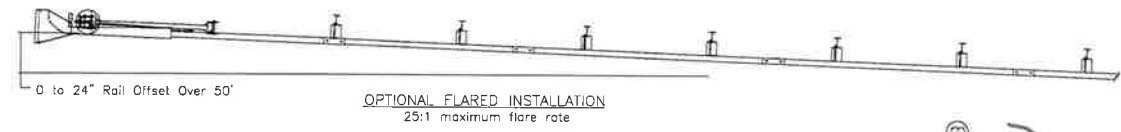
D8 OF 42



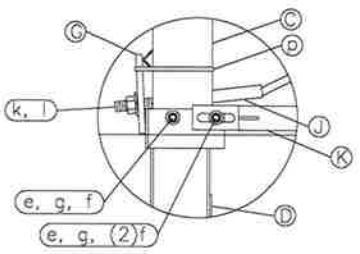
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12 Ga.	SF1303
C	1	FIRST POST TOP (6X6X1/4 Tube)	MTPHP1A
D	1	FIRST POST BOTTOM (6" W6X15)	MTPHP1B
E	1	SECOND POST ASSEMBLY TOP	UHP2A
F	1	SECOND POST ASSEMBLY BOTTOM	HP2B
G	1	BEARING PLATE	E750
H	1	CABLE ANCHOR BOX	S760
J	1	BCT CABLE ANCHOR ASSEMBLY	E770
K	1	STRUT	MS785
L	6	6x9 (6x8.5) STEEL POST	P621
M	6	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14
N	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	G12025
O	2	W-BEAM MGS RAIL SECTION (12'-6")	G1203A
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	25	5/8 Dia. x 1 1/4 SPLICE BOLT (POST #2)	B580122
e	2	5/8 Dia. x 9 HEX BOLT A449	B580904A
f	3	5/8 WASHER	W050
g	33	5/8 Dia. H.G.R. NUT	N050
h	1	3/4 Dia. x B 1/2 HEX BOLT GRD A449	B340B54A
j	1	3/4 Dia. HEX NUT	N030
k	2	1 ANCHOR CABLE HEX NUT	N100
l	2	1 ANCHOR CABLE WASHER	W100
m	8	1/2 RSI SHOULDER BOLT W/WASHER	S812A
n	6	1/2 STRUCTURAL NUT	N012A
o	6	1/2 STRUCTURAL WASHER	W012A
p	1	BEARING PLATE RETAINER TIE	CT-100ST
q	6	5/8" x 10" H.G.R. BOLT	B581002

GENERAL NOTES

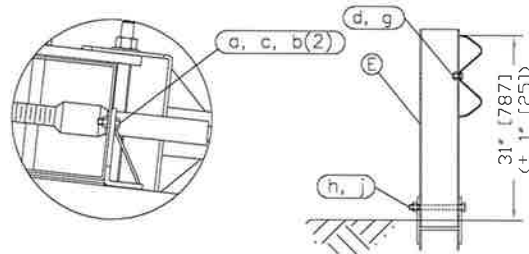
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
- The lower sections of the Posts #1 & 2 shall not protrude more than 4 in [100] above the ground (measured along a 5' [1.5m] cord longitudinal to the system). Site grading may be necessary to meet this requirement.
- The lower section of the hinged post should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
- When competent rock is encountered, a 12" [300] Ø post hole, 20 in [500] deep cored into the rock surface may be used if approved by the engineer for Posts #1 and/or #2. Granular material will be placed in the bottom of the hole, approximately 2.5" [50] deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
- The breakaway cable assembly must be latched. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.



SECTION B-B
Anchor Bracket



Post #1 Connection Detail



Impact Head Connection Detail

SECTION A-A
Post #2

1 DS IN-LINE END TREATMENT 8" BLOCKS
SCALE: NTS



MKT-SP-MGS Terminal (8" Blocks) Test Level 3		Spec: 1
Drawing Name: MKT-SP-MGS3		Date: 05/20/17
Drawing Number: MKT-SP-MGS3		By: JRR
Scale: None		Rev: 0



90 PERCENT SUBMITTAL
DATE: 2/22/2023

REVISIONS

Rev	Date	Description
1		
2		
3		
4		
5		

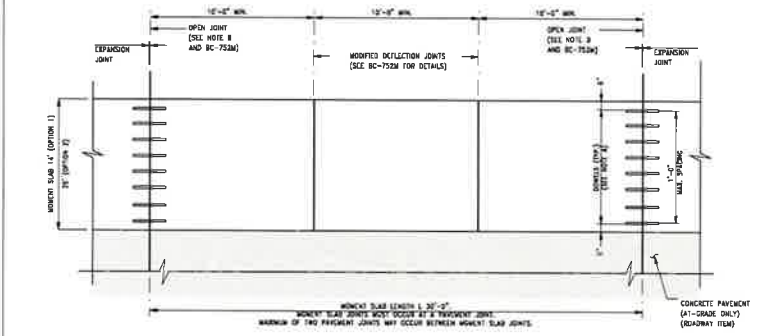
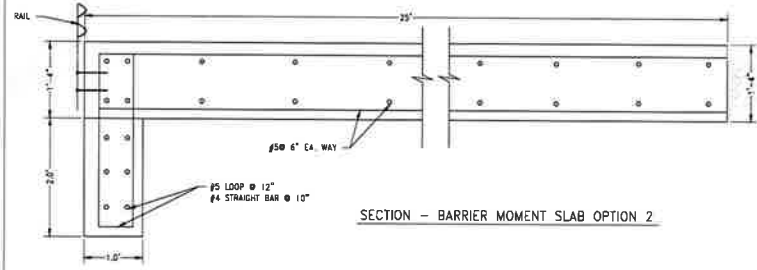
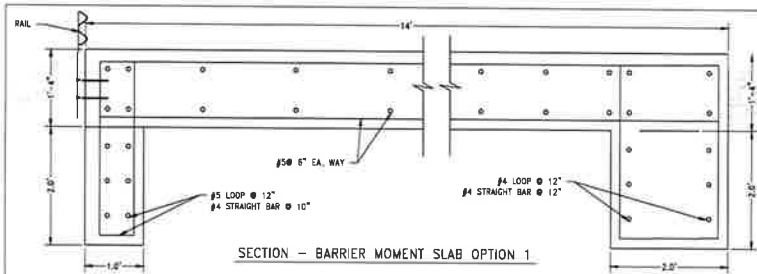
DETAILS - MSKT-SP-MGS TERMINAL 8" BLOCKS
INYO COUNTY
UNION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
1400 WHITTAKER AVE
BIG SPRING, TX 75609
PHONE: 409-263-2435
FAX: 409-263-2436

1/11/2018

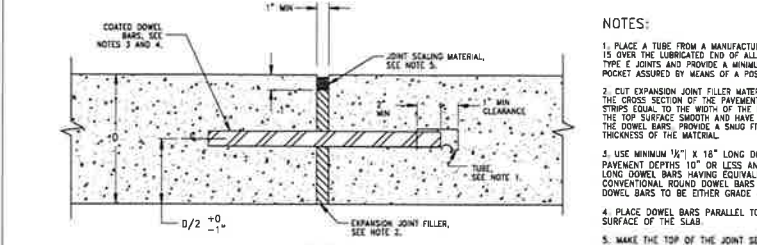
Drawn By: JRR
Checked By: JRR
Scale: AS SHOWN
Title: 312-3003

SHEET No. D9 OF 42



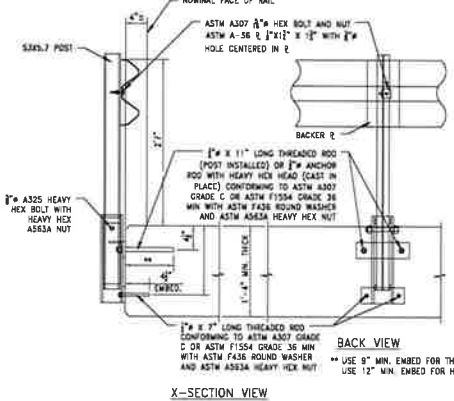
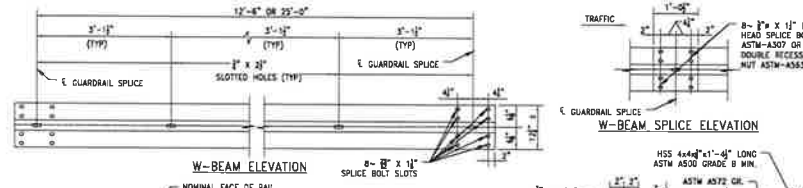
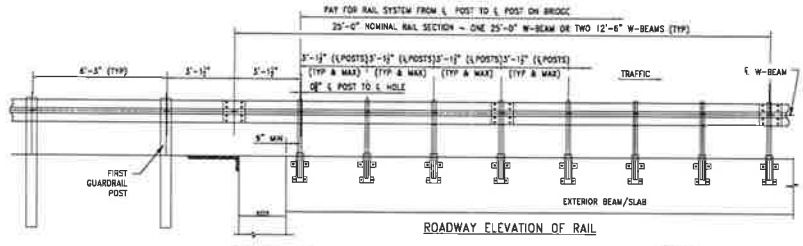
PLAN - BARRIER MOMENT SLAB
(C.I.P. BARRIER)

NOTE 1: USE TYPE D OR E JOINT PER RC-27M. USE SAME JOINT AS PROVIDED IN PAVEMENT.
NOTE 2: PROVIDE OPEN JOINTS IN BARRIER AT SAME LOCATIONS AS THOSE PROVIDED FOR THE WORKING SLAB.



TYPE E
PANEL REINFORCEMENT

- NOTES:**
1. PLACE A TUBE FROM A MANUFACTURER LISTED IN BULLETIN 15 OVER THE LUBRICATED END OF ALL DOWEL BARS USED IN TYPE E JOINTS AND PROVIDE A MINIMUM 1" CLEARANCE POCKET ASSURED BY MEANS OF A POSITIVE SPACING DEVICE.
 2. CUT EXPANSION JOINT FILLER MATERIAL TO CONFORM TO THE CROSS SECTION OF THE PAVEMENT AND FURNISH IN STRIPS EQUAL TO THE WIDTH OF THE PAVEMENT SLAB. MAKE THE TOP SURFACE SMOOTH AND HAVE HOLES PUNCHED FOR THE DOWEL BARS. PROVIDE A SAUD FIT WITHOUT LOSS IN THICKNESS OF THE MATERIAL.
 3. USE MINIMUM 1/2" X 16" LONG DOWEL BARS FOR PAVEMENT DEPTHS 10" OR LESS AND MINIMUM 1/2" X 18" LONG DOWEL BARS HAVING EQUIVALENT PROPERTIES TO CONVENTIONAL ROUND DOWEL BARS MAY BE USED. COATED DOWEL BARS TO BE EITHER GRADE 40 OR GRADE 60.
 4. PLACE DOWEL BARS PARALLEL TO THE CENTERLINE AND SURFACE OF THE SLAB.
 5. MAKE THE TOP OF THE JOINT SEALING MATERIAL FROM 3/4" TO 1" BELOW THE SURFACE OF THE PAVEMENT. USE HEAT RESISTANT JOINT BACKING MATERIAL FOR THE HOT POUNDED JOINTS.



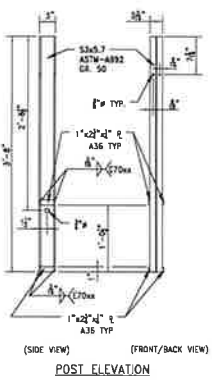
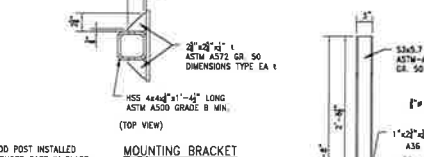
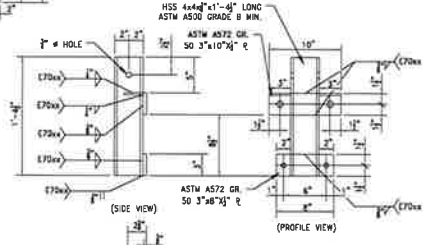
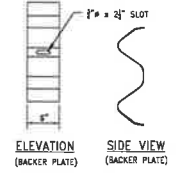
X-SECTION VIEW

NOTE: FABRICATOR MAY ELECT TO PROVIDE A 3/4" ASTM A553A HEAVY HEX SLEEVE NUT WITH A MINIMUM LENGTH OF 2" AND MINIMUM 1" ACROSS THE FLATS ALONG WITH THREADED ROD AND THE ANCHOR ROD. MAINTAIN 12" MINIMUM EMBEDMENT WITH THE 3" ANCHOR ROD BEHIND THE SLEEVE NUT. THE FABRICATOR MAY ELECT TO PROVIDE A 3" FEMALE INSERT FOR THE BOTTOM ANCHORS WITH A MINIMUM LENGTH OF 2" AND A SAFE WORKING LOAD OF 2000 LBS IN TENSION AND SHEAR ALONG WITH THE THREADED ROD. ALTERNATIVELY, THE BOTTOM ANCHORS MAY ALSO BE SUPPLIED WITH A 3/4" ASTM A553A HEAVY HEX SLEEVE NUT WITH A MINIMUM LENGTH OF 1" AND A MINIMUM OF 1" ACROSS THE FLATS. MAINTAIN 4" EMBEDMENT BEHIND THE SLEEVE NUT. ALL COSTS FOR SLEEVE NUTS, THREADED RODS, ANCHOR RODS, ETC ARE INCIDENTAL TO THE PRICE BID FOR THE RAILING SYSTEM SIDE MOUNTED MDS.

MATERIAL NOTES:
ALL COMPONENTS MUST BE SUPPLIED GALVANIZED INCLUDING FASTENERS, ANCHOR RODS, THREADED RODS, ETC. GALVANIZE ALL STEEL COMPONENTS AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.

GENERAL NOTES:
THIS RAILING HAS BEEN SUCCESSFULLY EVALUATED BY FULL SCALE CRASH TEST TO MEET MASH TL-3 CRITERIA. THIS RAILING CAN BE USED FOR SPEEDS 45 MPH AND GREATER.
THIS RAIL IS DESIGNED TO DEFLECT APPROXIMATELY 4'-0" - 4'-6" AS IT CONTAINS AND REDIRECTS THE ERRANT VEHICLE. THIS RAIL MAY NOT BE INSTALLED ON TOP OF OR BEHIND CURBS THAT PROJECT ABOVE FINISHED GRADE, ON BRIDGES WITH EXPANSION JOINTS PROVIDING MORE THAN 5' OF MOVEMENT, ON RETAINING WALLS, OR ON GRADE SEPARATIONS AND INTERCHANGES.
REPAIRS TO IMPACT-DAMAGED POST AND MOUNTING BRACKET UNIT ARE NOT PERMITTED. REPLACE ALL IMPACT-DAMAGED POSTS WITH A NEW POST. IF MOUNTING BRACKET IS VISIBLY DAMAGED, REPLACE THE BRACKET WITH A NEW ONE AS WELL.

1
D10 GUARDRAIL WITH MOMENT SLAB
SCALE: N.T.S.



REV	DATE	DESCRIPTION
1		
2		
3		

DETAILS - GUARDRAIL, MOMENT SLAB
ION VALLEY GUARDRAIL
ONION COUNTY
UNION COUNTY

EASTERN SIERRA ENGINEERING
1400 WHITTAKER AVENUE, SUITE 100
MIRAMONTE, CA 91334
TEL: 661-251-8888
FAX: 661-251-8888



DATE: 1/22/2023
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET NO. 42

90 PERCENT SUBMITTAL
DATE: 2/22/2023



**BID PACKAGE AND
SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

**HSIP Onion Valley Road Guardrail Project
ZP-21-019**

**FOR USE IN CONNECTION WITH INYO COUNTY
SPECIFICATIONS, DATED MAY 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

June 2023

Prepared By: Inyo County Public Works

TABLE OF CONTENTS

NOTICE INVITING BIDS

BID PROPOSAL FORMS

- Bid Proposal Form
- Bid Bond
- Cashier's or Certified Check Form
- Designation of Subcontractors
- Government Code Section 12900: Certification Regarding Equal Employment Opportunity
- Labor Code Section 3700 Contractor's Certification
- Labor Code Section 1725.5: Contractor and Subcontractor Registration
- Public Contract Code Section 7106 Non-Collusion Affidavit
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Inyo County Ordinance No. 1156 (Contracting Preference)
- Small Business Enterprise Commitment (Construction Contracts)
- Small Business Enterprise Final Report of Utilization of Small Business Enterprise

CONTRACT AND BONDS

- Contract
- Faithful Performance Bond
- Labor and Materials Bond
- Insurance Requirements

SPECIAL PROVISIONS

SPECIFICATIONS

LIST OF ROADS AND APPROXIMATE AREAS TO RECEIVE TREATMENT

**NOTICE
INVITING BIDS
FOR**

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

Inyo County, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

Inyo County, CA

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department, 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid packages are available for inspection at the Department offices during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the County that they are plan holders may not be notified should any Addenda be issued. If the County issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the provisions of a State of California Dept. of Industrial Relations (DIR) approved Labor Compliance Program.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

Inyo County, CA

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on August 23, 2023** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **Wednesday August 9, 2023 starting at 10 AM** at the Public Works Office, 168 N Edwards Street, Independence, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232 at least 72 hours in advance and I will provide map and itinerary of the job walk to all interested bidders.

Confidentiality of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12 point type. Please note that stamping a page as confidential does not guarantee that it will be protected from disclosure.

General Work Description:

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT will occur in several locations. These location will be bid independently as well as together. The goal is to utilize one mobilization for all projects and for all projects to be completed concurrently or consecutively in order that economies of scale may be realized. The scope-of-work involves the removal and replacement of existing guardrail sections. The length of the proposed guardrail segments are in most cases longer than the existing. One segment requires the removal and replacement of the existng pavement with a thickened concrete roadway. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Greg Waters of the Public Works Department at gwaters@inyocounty.us.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class A General Engineering or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an

award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May, 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.


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

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor will be required to submit Certified Payrolls to the Project Engineer for review.

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

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Michael Errante, Director

Dated: May 22nd, 2023

BID PROPOSAL FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT Inyo County, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Hereinafter "County")

FROM: _____

(Hereinafter "Bidder")

FOR: **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**
(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on **Wednesday, August 23, 2023** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **Wednesday, August 9, 2023** starting at 10 AM at **the Public Works Office**, 168 N Edwards Street, Independence, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

Mobilization & Demobilization

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 1 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1-2	Demolition	1	LS		
1-3	Install Posts, Guardrail, and Terminations	1	LS		
1-4	Finish Grading	1	LS		
1-5	Traffic Control	1	LS		
1-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 2 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
2-2	Demolition	1	LS		
2-3	Install Posts, Guardrail, and Terminations	1	LS		
2-4	Finish Grading	1	LS		
2-5	Traffic Control	1	LS		
2-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 3 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
3-2	Demolition	1	LS		
3-3	Install Posts, Guardrail, and Terminations	1	LS		
3-4	Finish Grading	1	LS		
3-5	Traffic Control	1	LS		
3-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 4 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4-2	Demolition	1	LS		
4-3	Install Posts, Guardrail, and Terminations	1	LS		
4-4	Finish Grading	1	LS		
4-5	Traffic Control	1	LS		
4-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 5 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
5-2	Demolition	1	LS		
5-3	Install Posts, Guardrail, and Terminations	1	LS		
5-4	Finish Grading	1	LS		
5-5	Traffic Control	1	LS		
5-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 6 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
6-2	Demolition	1	LS		
6-3	Install Posts, Guardrail, and Terminations	1	LS		
6-4	Finish Grading	1	LS		
6-5	Traffic Control	1	LS		
6-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 7 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
7-2	Demolition	1	LS		
7-3	Install Posts, Guardrail, and Terminations	1	LS		
7-4	Finish Grading	1	LS		
7-5	Traffic Control	1	LS		
7-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 8 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
8-2	Demolition	1	LS		
8-3	Install Posts, Guardrail, and Terminations	1	LS		
8-4	Finish Grading	1	LS		
8-5	Traffic Control	1	LS		
8-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 9 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
9-2	Demolition	1	LS		
9-3	Install Posts, Guardrail, and Terminations	1	LS		
9-4	Finish Grading	1	LS		
9-5	Traffic Control	1	LS		
9-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Guardrail)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
10-2	Demolition	1	LS		
10-3	Install Posts, Guardrail, and Terminations	1	LS		
10-4	Finish Grading	1	LS		
10-5	Traffic Control	1	LS		
10-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Concrete Roadway)

10-7	Remove Asphalt	1	LS		
10-8	Excavation, Grading, & Compaction	1	LS		
10-9	Formwork	1	LS		
10-10	Rebar & Slip Dowels	1	LS		
10-11	Concrete Roadway	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 11 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
11-2	Demolition	1	LS		
11-3	Install Posts, Guardrail, and Terminations	1	LS		
11-4	Finish Grading	1	LS		
11-5	Traffic Control	1	LS		
11-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 12 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
12-2	Demolition	1	LS		
12-3	Install Posts, Guardrail, and Terminations	1	LS		
12-4	Finish Grading	1	LS		
12-5	Traffic Control	1	LS		
12-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 13 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
13-2	Demolition	1	LS		
13-3	Install Posts, Guardrail, and Terminations	1	LS		
13-4	Finish Grading	1	LS		
13-5	Traffic Control	1	LS		
13-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 14 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
14-2	Demolition	1	LS		
14-3	Install Posts, Guardrail, and Terminations	1	LS		
14-4	Finish Grading	1	LS		
14-5	Traffic Control	1	LS		
14-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 15 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
15-2	Demolition	1	LS		
15-3	Install Posts, Guardrail, and Terminations	1	LS		
15-4	Finish Grading	1	LS		
15-5	Traffic Control	1	LS		
15-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 16 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
16-2	Demolition	1	LS		
16-3	Install Posts, Guardrail, and Terminations	1	LS		
16-4	Finish Grading	1	LS		
16-5	Traffic Control	1	LS		
16-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 17 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
17-2	Demolition	1	LS		
17-3	Install Posts, Guardrail, and Terminations	1	LS		
17-4	Finish Grading	1	LS		
17-5	Traffic Control	1	LS		
17-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 18 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
18-2	Demolition	1	LS		
18-3	Install Posts, Guardrail, and Terminations	1	LS		
18-4	Finish Grading	1	LS		
18-5	Traffic Control	1	LS		
18-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

All Locations (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1			
2	Demolition	1			
3	Install Posts, Guardrail, and Terminations	1			
4	Finish Grading	1			
5	Traffic Control	1			
6	Clean Up & Offhaul	1			
7	Remove Asphalt	1			
8	Excavation, Grading, & Compaction	1			
9	Formwork	1			
10	Rebar	1			
11	Concrete Roadway	1			
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

Contractor will be responsible for traffic control, pre and post application sweeping, signage, protection of surfaces, and clean up.

Inyo County Public Works will repaint striping and pavement markings with their own forces.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020, 2015.

5. ACCEPTANCE County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) ___ Bid Bond from a corporate surety admitted to issue such bonds in the State of California;
or
- (b) ___ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ___ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. Dispute Relating to Bid Process and Award

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and

telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal Law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington
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 time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire

- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

_____ (Name of Bidder)

as Principal, and _____ (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 **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**, in compliance with the Contract therefore:

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 there for 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 Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

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

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

Principal

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

DESIGNATION OF SUBCONTRACTORS

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

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**
(Government Code Section 12900 et seq., Sections 11135-11139.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Sections 7285.0 et seq.**), the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5)**.

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

**CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)**

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

STATE OF CALIFORNIA:

COUNTY OF _____:

I, _____, declare that I hold the office or position of _____ of _____, the party making the foregoing bid, 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 to 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 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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 which 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 _____

LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1156

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 2. Holds any required business license by a jurisdiction located in Inyo County; and
 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

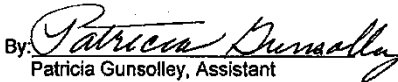
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable,** a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

CONTRACT AND BOND FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

Attachments:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Contractor: _____

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

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

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

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

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

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

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

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

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

WHEREAS, Contractor has, by written Contract, dated , 20, entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

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

WHEREAS, Contractor has by written contract dated , 20 , entered into an Contract with the County for the construction of the PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

- 1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
2. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **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.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

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.

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

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

Waiver of Subrogation: Contractor hereby agrees to waive rights to 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 affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds in accordance with the bid package directions:

1. Bid Bond

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

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

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

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

-end-

SPECIAL PROVISIONS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS APPROVAL

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.



Director of Public Works

7/24/23

Specifications Approval Date

INYO COUNTY PUBLIC WORKS DEPARTMENT

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

SPECIAL PROVISIONS

DIVISION 1 GENERAL

INTRODUCTION

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2022 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

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

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

PROJECT DESCRIPTION

The **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT** will occur at 18 locations on Onion Valley Road. All work will be completed in a manner reflecting good workmanship and sound judgement. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

SECTION 31 AWARD OF CONTRACT OR REJECTION OF BIDS

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest responsible responsive bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

SECTION 40 SMALL BUSINESS ENTERPRISE PARTICIPATION

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE Contracting Preference Commitment Submittal

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

INSURANCE REQUIREMENTS

713 SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithful Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).

SECTION 1017 PROSECUTION AND PROGRESS

Amended to read as follows:

1017.07 TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY

1017.07.1 Time for Completion

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **(180) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the “Time for Completion”.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, “EXTENSION OF TIME.”

1017.07.2 Liquidated Damages

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$400.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

PLANS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**

GUARDRAIL SEGMENTS LOCATION MAP

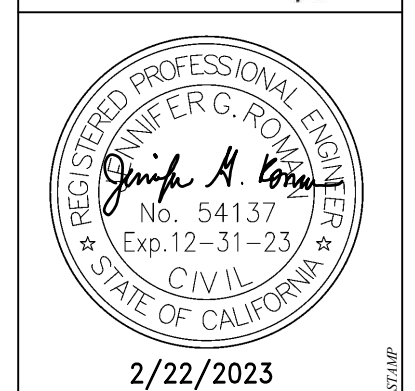


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TITLE: **GUARDRAIL SEGMENTS LOCATION MAP**
 PROJECT: **INYO COUNTY
 ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023
SHEET No.	



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE INYO COUNTY STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION OR CALTRANS STANDARD PLANS AND SPECIFICATIONS. IN THE EVENT OF CONFLICT BETWEEN ANY PORTION COUNTY STANDARDS AND CALTRANS STANDARDS, COUNTY CODE SHALL TAKE PRECEDENCE.
- CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS.
- ALL EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH INYO COUNTY STANDARDS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH PROJECT SCOPE.
- SHOULD ANY PREHISTORIC OR HISTORIC REMAINS OR ARTIFACTS BE DISCOVERED DURING CONSTRUCTION, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND INYO COUNTY STAFF NOTIFIED. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO WORKING DAYS FROM THE DATE OF NOTIFICATION.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. THE CONSTRUCTION OF STREET IMPROVEMENTS SHALL ALLOW FOR THE PERTURBATION OF ALL EXISTING LEGAL ACCESSES AND EXISTING DRIVEWAYS. LOCATION AND WIDTH OF ALL LEGAL ACCESSES AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- PRIOR TO FINAL ACCEPTANCE AND BOND RELEASES, A CERTIFIED LEGIBLE AS-BUILT DRAWING MUST BE SUBMITTED TO INYO COUNTY. AS-BUILT DRAWING MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AN AS-BUILT DRAWING SHOWING ALL CHANGES AND ACTUAL FIELD LOCATIONS. IN THE ABSENCE OF CHANGES, A COPY OF APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS" AND CERTIFIED AS SUCH BY THE ENGINEER.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITION BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND OF INGRESS AND EGRESS TO SAID CONSTRUCTION. EXTENT OF TRANSITION TO BE DETERMINED BY THE ENGINEER.
- CALL UNDERGROUND SERVICE ALERT (DIGALERT - 811) FOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL GET WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO USING A STAGING AREA WITHIN A RESIDENTIAL NEIGHBORHOOD. NO MATERIALS OF ANY KIND SHALL BE STOCKPILED OR CONSTRUCTION EQUIPMENT PARKED ON CONCRETE OR ASPHALT SURFACES WITHOUT APPROVAL BY THE ENGINEER.
- PROTECTION AND REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES NOT DELINEATED ON THE CONTRACT DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES SHALL BE DONE TO INYO COUNTY'S SATISFACTION.
- THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER SPECIFICATIONS.
- ANY STRIPING DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE ENGINEER.
- FOR GUARDRAIL REMOVAL, CONTRACTOR TO REMOVE ALL ABOVE-SURFACE EXISTING GUARDRAIL AS SHOWN. CONTRACTOR TO REMOVE ALL GUARDRAIL FOUNDATIONS WHEN IN CONFLICT WITH PROPOSED GUARDRAIL POSTS. ALL EXISTING GUARDRAIL FOUNDATIONS MAY BE ABANDONED WHEN OUT OF CONFLICT WITH PROPOSED LOCATIONS. PROPOSED TYPICAL GUARDRAIL POST SHALL BE EVENLY SPACED EVERY 6'3". EXISTING FOUNDATIONS WITHIN 12" OF A NEW POST SHALL BE REMOVED.
- GUARDRAIL POSTS TO BE STEEL.
- FOR IN-LINE END TREATMENTS, USE THE MASH-COMPLIANT SEQUENTIAL KINKING TERMINAL (MSKT) TANGENT END TREATMENT FOR 31" MGS BY ROADSYSTEMS, INC. FOR FLARED END TREATMENTS, USE THE MASH FLARED ENERGY ABSORBING TERMINAL (MFLAET) END TREATMENT FOR 31" MGS BY ROAD SYSTEMS, INC. FOR BURY END TREATMENTS, REFER TO THE CALTRANS STANDARD DETAILS.
- FACE OF GUARDRAIL TO MATCH EDGE OF PAVEMENT. WHERE MULTIPLE TIERS OF PAVEMENT EXISTS DUE TO ASPHALT CAPPING, MATCH FACE OF GUARDRAIL TO HIGHEST ASPHALT EDGE TO AVOID WHEEL CATCH.
- CONTRACTOR TO BUILD UP SHOULDERS WITH COMPACTED FILL WHEN SUB-NARROW CONDITION EXISTS WITHIN TWO FEET OF A (P) POST. CONTRACTOR TO GRADE SOIL WITHIN END TREATMENT AREA ACCORDING TO MANUFACTURER RECOMMENDATIONS. CONTRACTOR TO FOLLOW MANUFACTURER INSTALLATION INSTRUCTIONS FOR END TREATMENT INSTALLATIONS.
- PROPOSED LENGTH OF GUARDRAIL DATA CHART ON SHEET C3 DOES NOT INCLUDE END TREATMENTS. PROPOSED GUARDRAIL LENGTH IS FROM SPLICE POINT OF END TREATMENT TO SPLICE POINT OF END TREATMENT.
- FOR GUARDRAIL SEGMENTS ADJACENT TO WATERS, CONTRACTOR TO CONDUCT WORK FROM WITHIN THE LIMITS OF STREET LEVEL AS MUCH AS POSSIBLE. CONTRACTOR TO ERECT ENVIRONMENTALLY SENSITIVE AREAS FENCING AND WADDLE TO CONTROL FOR CONSTRUCTION FOOTPRINT AND EROSION CONTROL. ENVIRONMENTALLY SENSITIVE AREAS FENCING AND WADDLE SHALL BE PARALLEL TO ROAD AND EXTEND TWENTY FEET BEYOND LIMITS OF NEW GUARDRAIL SEGMENTS. STAGING AND LAYDOWN AREAS ARE PROHIBITED ON SHOULDERS ADJACENT TO WATERS.
- MGS DELINEATION SHALL BE INSTALLED ON GUARDRAIL IN INCREMENTS NO LESS THAN 20 FEET. OBJECT MARKER TYPE L-1 SHALL BE INSTALLED TWO TO FIVE FEET BEFORE THE BEGINNING AND AFTER THE END OF ALL GUARDRAIL SEGMENTS.

PUBLIC WORKS UTILITY NOTES

- CONTRACTOR IS REQUIRED TO PERFORM DUST CONTROL.
- CONTRACTOR SHALL MAINTAIN AN ON-GOING PROCESS FOR REMOVAL OF ALL SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
- PERMITS, APPROVED PLANS, AND BARRICADE PLANS FOR THIS WORK MUST BE ON THE JOB SITE AT ALL TIMES.
- INSPECTIONS ARE REQUIRED. THE CONTRACTOR SHALL NOTIFY ALL EFFECTED PUBLIC ENTITIES 48 HOURS MINIMUM PRIOR TO COMMENCEMENT OF WORK.

TRAFFIC NOTES

- ANY EXISTING TRAFFIC CONTROL DEVICES AND, OR SIGNS SHALL BE MAINTAINED DURING THE PERIOD OF CONSTRUCTION, AND SHALL BE REPOSITIONED, AS REQUIRED, PER THE ENGINEER, UPON COMPLETION OF THE PROJECT.
- TRAFFIC, SCHOOL, OR STREET SIGNS OF ANY KIND ARE NOT TO BE MOVED FOR ANY REASON WITHOUT FIRST OBTAINING PERMISSION FROM INYO COUNTY, EXCEPT AS SHOWN ON THESE PLANS, OR AS APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL SUBMIT, FOR APPROVAL, A TRAFFIC CONTROL PLAN TO THE ENGINEER PRIOR TO PERFORMING ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- BEFORE ANY WORK IS STARTED IN STREET RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" - CURRENT EDITION AND BE APPROVED BY INYO COUNTY BEFORE CONSTRUCTION BEGINS.

SURVEY NOTES

1. FIELD SURVEY CONDUCTED ON FEBRUARY & MARCH, 2022 BY:
 BEAR ENGINEERING
 2575 STATE ROUTE 338
 WELLINGTON, NY 89444
 775-545-0358

BASIS OF BEARINGS: GRID NORTH, AS DETERMINED BY AN NGS OPUS SOLUTION AT POINT 1000, A 5/8" REBAR SET IN REMNANT OF DIRT ROAD @ APPROXIMATE STATION 308+00. 100'± RIGHT OF THE EP ON THE SOUTHEASTERLY SIDE OF A CUT SLOPE.

BEARINGS AND DISTANCES ARE GRID








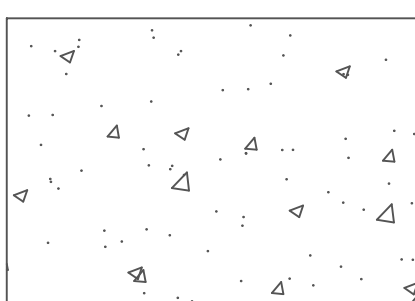

NGS OPUS LATITUDE & LONGITUDE BASE VALUES ARE:
 LATITUDE: N 36° 47' 32.15436"
 LONGITUDE: W 118° 18' 07.58112"

CCS, ZONE IV NAD_83(2011)(EPOCH:2010.0000)
 COORDINATE BASE VALUES ARE:
 NORTHING: 2,172,279.41' US SURVEY FEET
 EASTING: 6,765,990.06' US SURVEY FEET
 ORTHO HEIGHT: 6861.94' US SURVEY FEET[NAVD88 (COMPUTED USING GEOID18)]

CONVERGENCE ANGLE: +0°24'59" @ BASE
 TRUE AZIMUTH= GRID AZIMUTH + CONVERGENCE ANGLE

COMBINED GRID FACTOR: 0.99962085
 @ BASE
 GROUND DISTANCE=
 GRID DISTANCE/COMBINED GRID FACTOR

LEGEND

-  (E) CL ROADWAY
-  (E) EP
-  (E) GUARDRAIL
-  (P) GUARDRAIL
-  (E) TOB
-  (E) ROW
-  (E) 10' CONTOURS
-  (E) APPROXIMATE AC SURFACE
-  (P) FLARED END TREATMENT

ABBREVIATIONS

- (E) EXISTING
- (P) PROPOSED
- AC ASPHALT CONCRETE
- CL CENTERLINE
- EP EDGE OF PAVEMENT
- GR GUARDRAIL
- HP HINGE POINT
- MGS MIDWEST GUARDRAIL SYSTEM
- R RADIUS
- RDWY ROADWAY
- TOB TOP OF BANK

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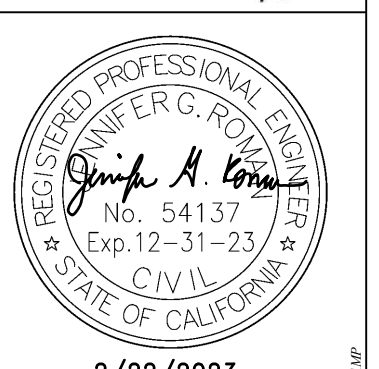
TITLE: **NOTES LEGEND AND ABBREVIATIONS**

PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**

INYO COUNTY CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023
SHEET No.	
C2 OF 42	



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

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SEGMENT	EXISTING LENGTH	LAYOUT	PROPOSED LENGTH*	PROPOSED END TREATMENT						PROPOSED TOTAL LENGTH	SUB-NARROW ROADWAY*	NARROW ROADWAY	EXISTING ROADWAY WIDTH	PROPOSED ROADWAY WIDTH
				BEGIN (LOW SIDE)			END (HIGH SIDE)							
				BURY	IN-LINE	FLARED	BURY	IN-LINE	FLARED					
(FT)	(TYPE)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)		
1	452	11G OV	437.5			39.45	12.5			489.5	0	89.8	21	21
2	303	11H OV	250.0		46.875				39.45	336.3	0	135.5	21	21
3	193	11J OV	125.0		46.875				39.45	211.3	0	0	23	23
4	152	11E OV	112.5			39.45			39.45	191.4	0	0	26	26
5	204	11E OV	150.0			39.45			39.45	228.9	0	0	23	23
6	153	11H OV	100.0		46.875				39.45	186.3	0	2.7	23.5	23.5
7	342	11D OV	275.0		46.875		46.875			368.8	0	0	23	23
8	243	11J OV	225.0		46.875		46.875			318.8	0	0	23	23
9	123	11L OV	137.5			39.45	12.5			189.5	0	0	26	26
10	242	11E OV	317.0			39.45			39.45	395.9	43.5	92.1	25	25
11	223	11G OV	237.5			39.45	12.5			289.5	0	0	28	28
12	173	11K OV	125.0		46.875		12.5			184.4	0	0	23	23
13	252	11I OV	262.5		46.875			46.875		356.3	0	0	24	24
14	302	11G OV	200.0		46.875		12.5			259.4	0	27.8	24	24
15	212	11K OV	175.0		46.875		12.5			234.4	0	6	28.5	28.5
16	223	11I OV	150.0		46.875		12.5			209.4	72.8	77.5	20	20
17	104	11K OV	112.5		46.875		12.5			171.9	0	0	23	23
18	452	11D OV	362.5		46.875			46.875		456.3	18.7	239	23	20
SUM	4348		3754.5							5077.9	135	670.4	-	-

*PROPOSED LENGTH RUNS FROM OUTSIDE SPLICE OF END TREATMENT TO OUTSIDE SPLICE OF END TREATMENT. FOR BURY END TREATMENTS, THE OUTSIDE 12.5' OF RAIL IS EXCLUDED FROM THE TOTAL VALUE.

**SUB-NARROW ROADWAY OCCURS WHEN THERE IS LESS THAN 2.5' FROM EP TO TOB.

GUARDRAIL DATA

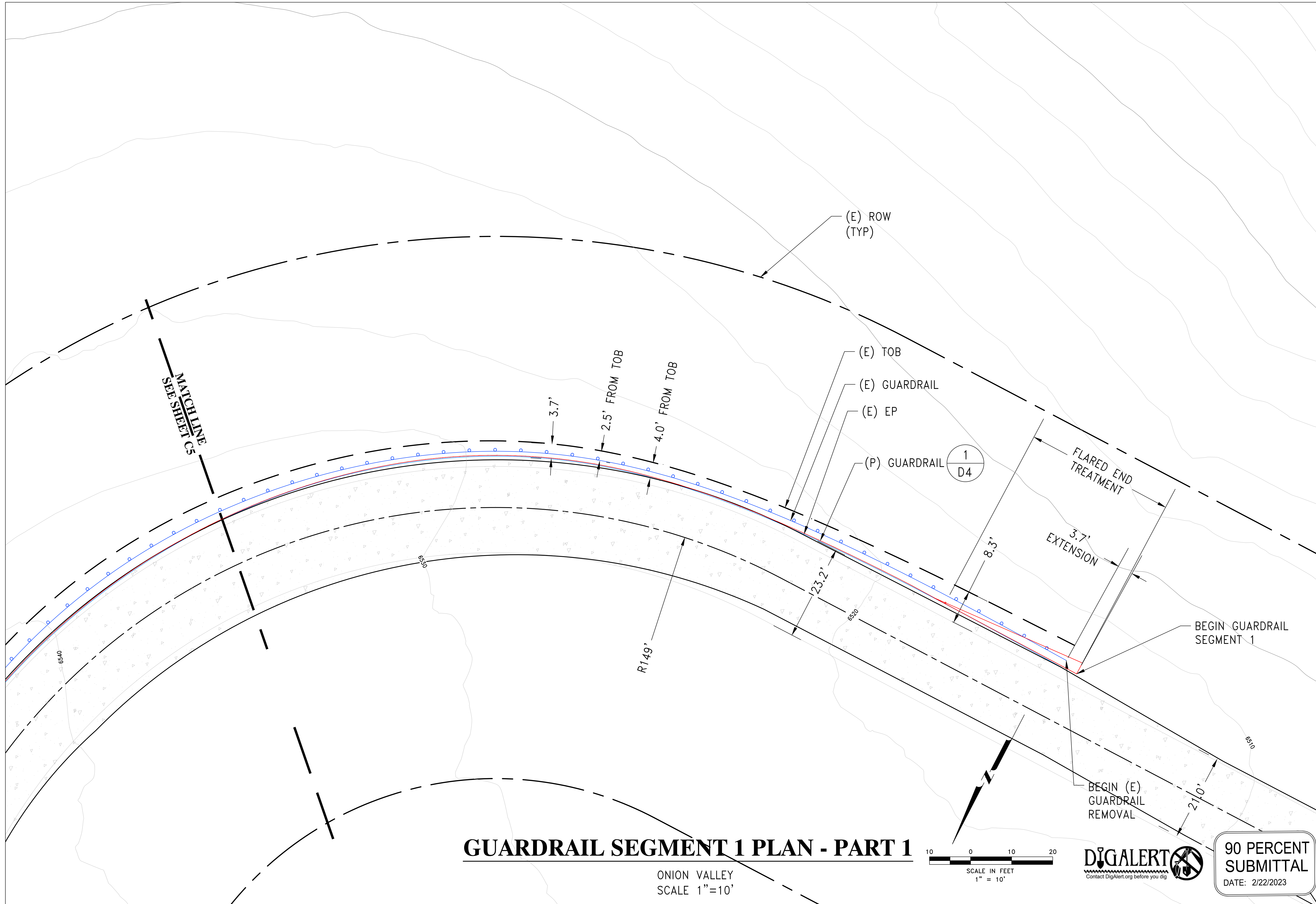
ONION VALLEY
NO SCALE



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DATE: 2/22/2023

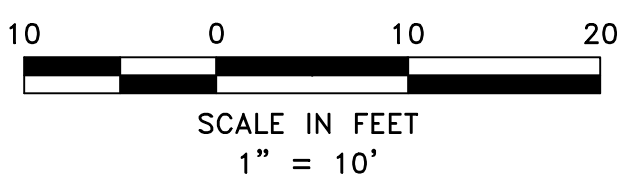
EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221	TITLE	GUARDRAIL DATA
	PROJECT	INYO COUNTY ONION VALLEY GUARDRAIL
	DATE	2/22/2023
	DESIGNED BY	CC
	DRAWN BY	EB/JC
APPROVED BY	JR	
JOB NO.	21350	
SCALE	AS SHOWN	
DATE	2/22/2023	
SHEET No.	C3 OF 42	





GUARDRAIL SEGMENT 1 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'

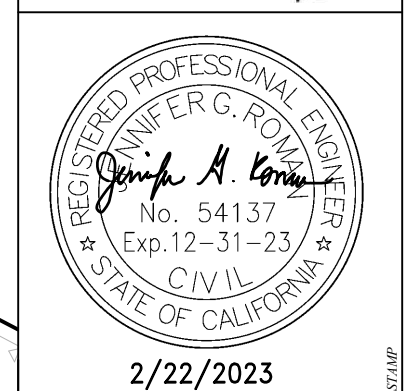


90 PERCENT SUBMITTAL
DATE: 2/22/2023

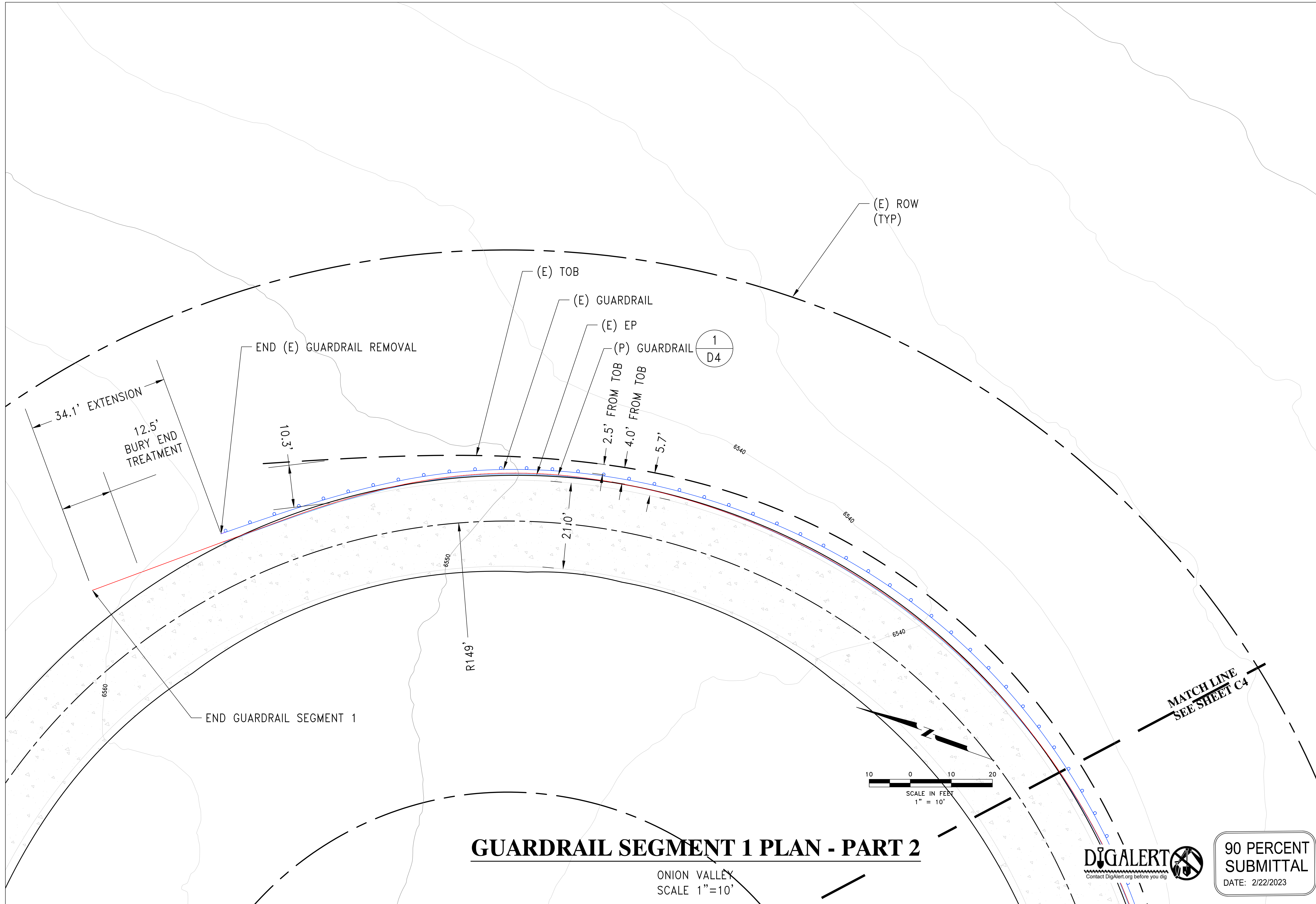
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GUARDRAIL SEGMENT 1 PLAN - PART 1
PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

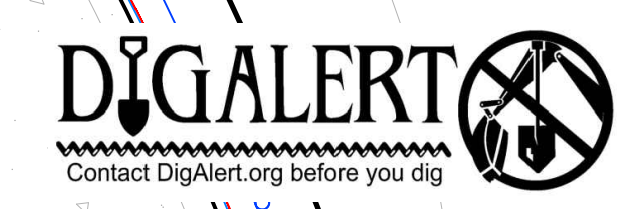


Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No. **C4 OF 42**



GUARDRAIL SEGMENT 1 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



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SUBMITTAL**
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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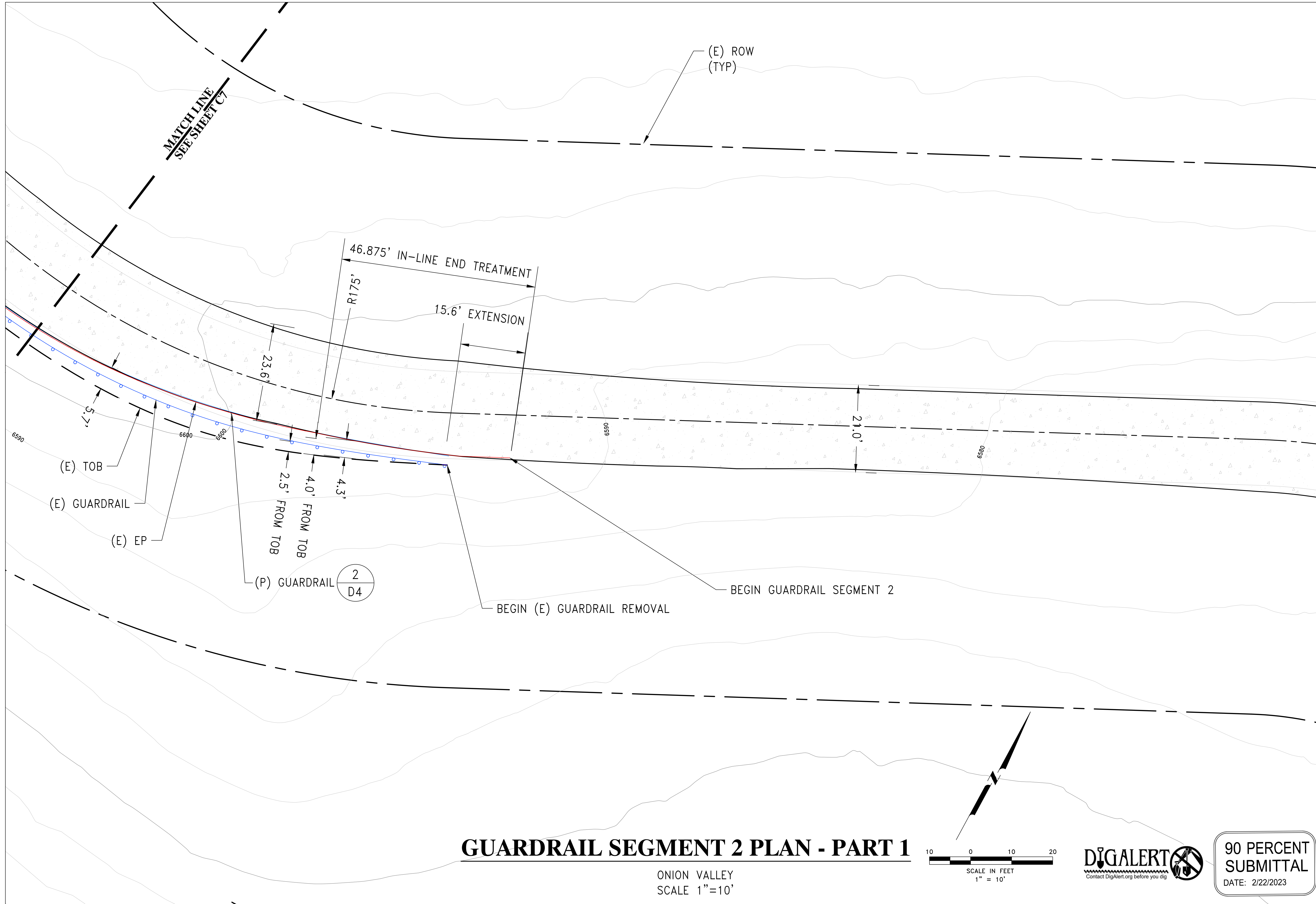
GUARDRAIL SEGMENT 1 PLAN - PART 2
INYO COUNTY
ONION VALLEY GUARDRAIL
 INYO COUNTY CA

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
Joseph A. Torres
 No. 54137
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

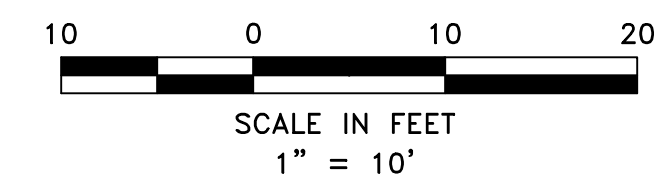
Designed: 2/22/2023 CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

SHEET No.
C5 OF 42



GUARDRAIL SEGMENT 2 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



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DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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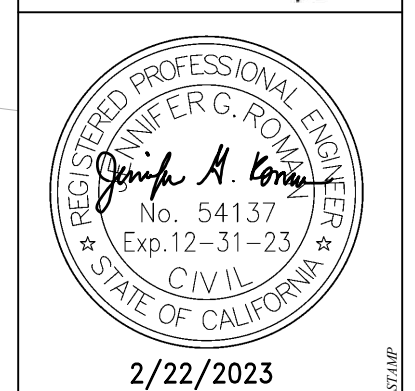
TITLE
GUARDRAIL SEGMENT 2 PLAN - PART 1

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING

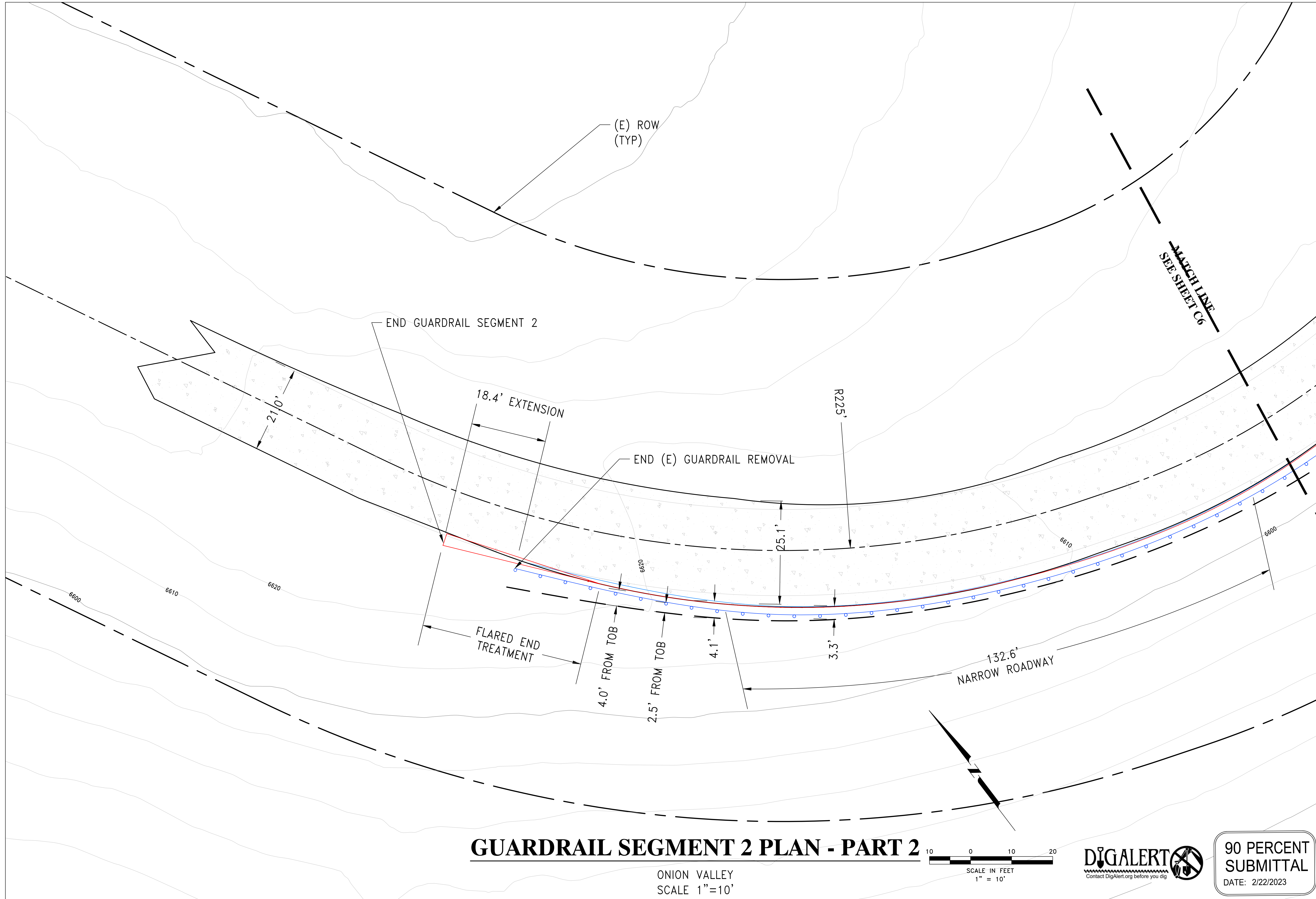
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C6 OF 42

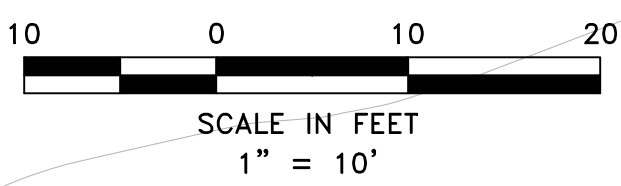
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GUARDRAIL SEGMENT 2 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



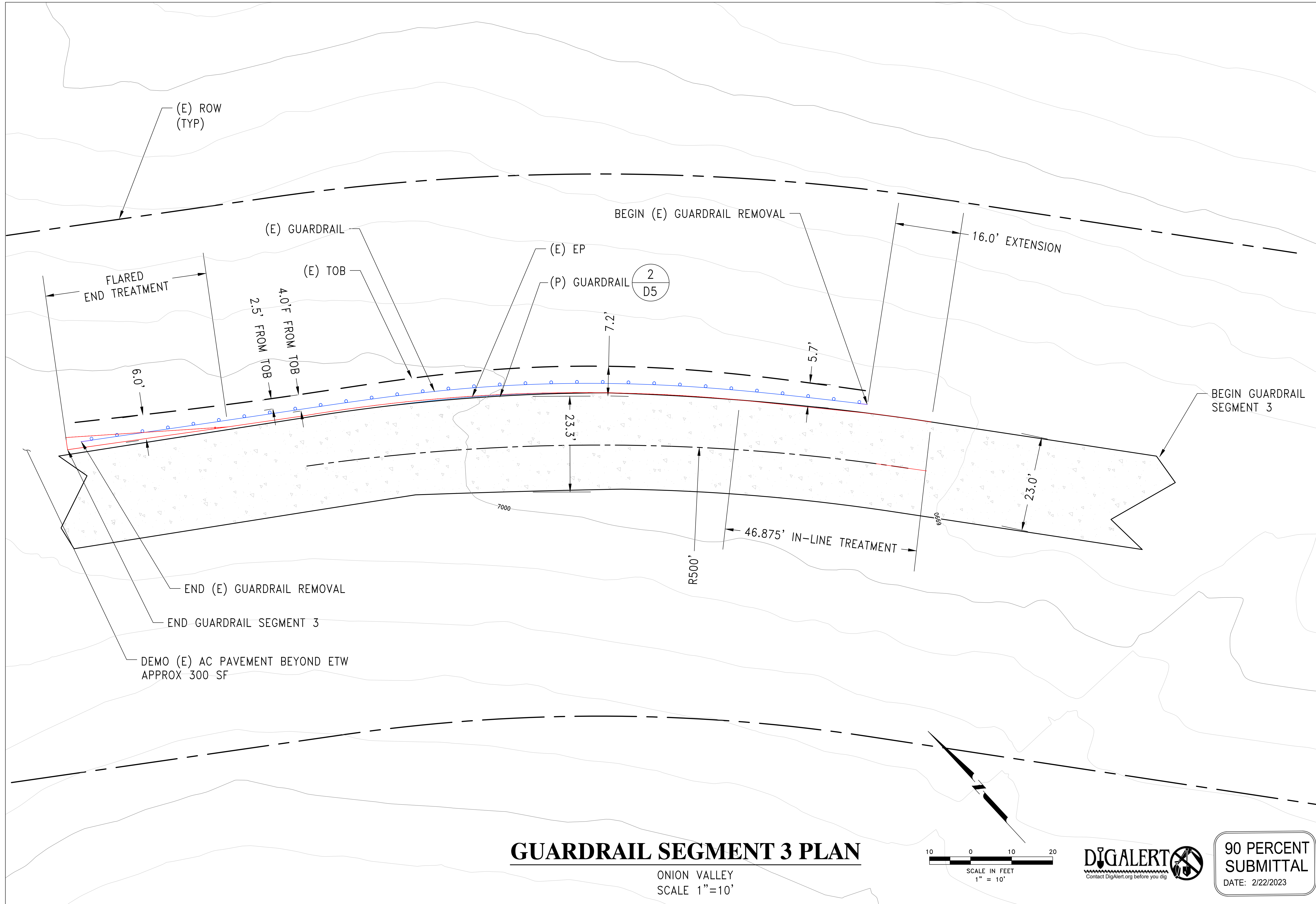
**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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GUARDRAIL SEGMENT 2 PLAN - PART 2
 PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

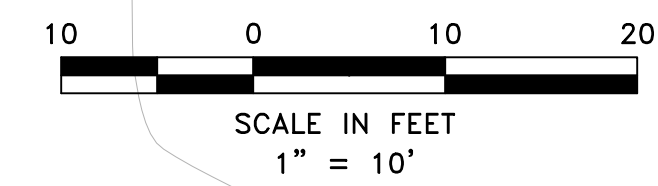
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023
 CC
 EB/JC
 JR
 21350
 AS SHOWN
 2/22/2023
 SHEET No.
C7 OF 42



GUARDRAIL SEGMENT 3 PLAN

ONION VALLEY
SCALE 1"=10'

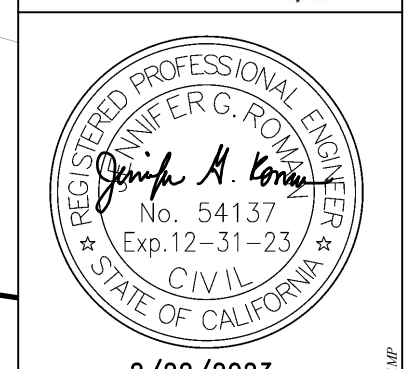


**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

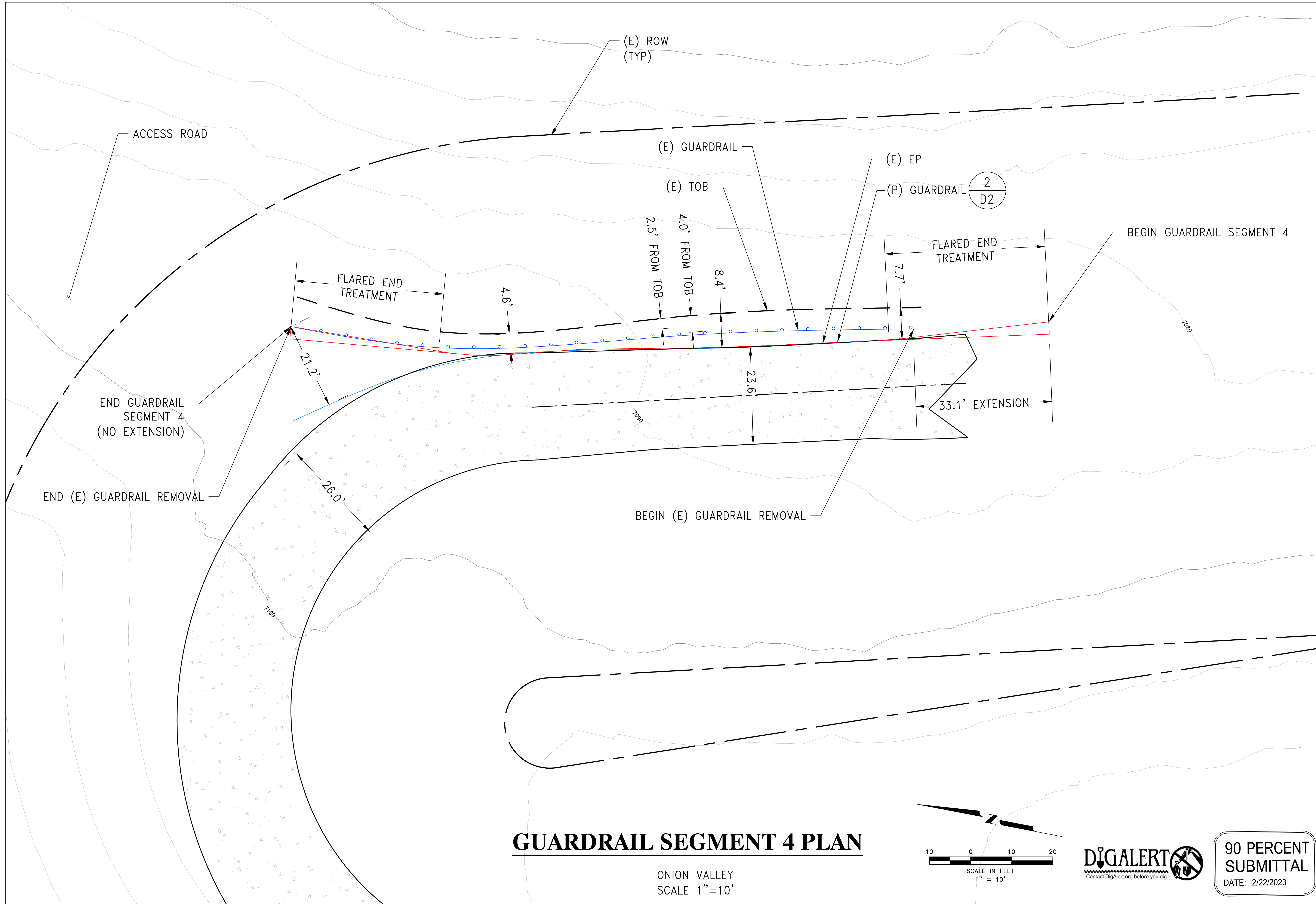
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GUARDRAIL SEGMENT 3 PLAN
PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

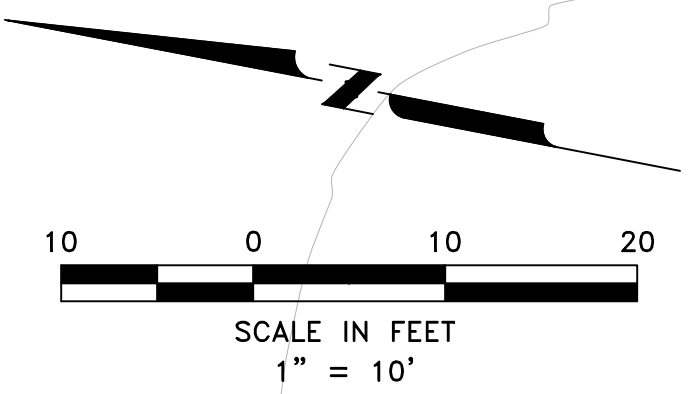


Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C8 OF 42



GUARDRAIL SEGMENT 4 PLAN

ONION VALLEY
SCALE 1"=10'

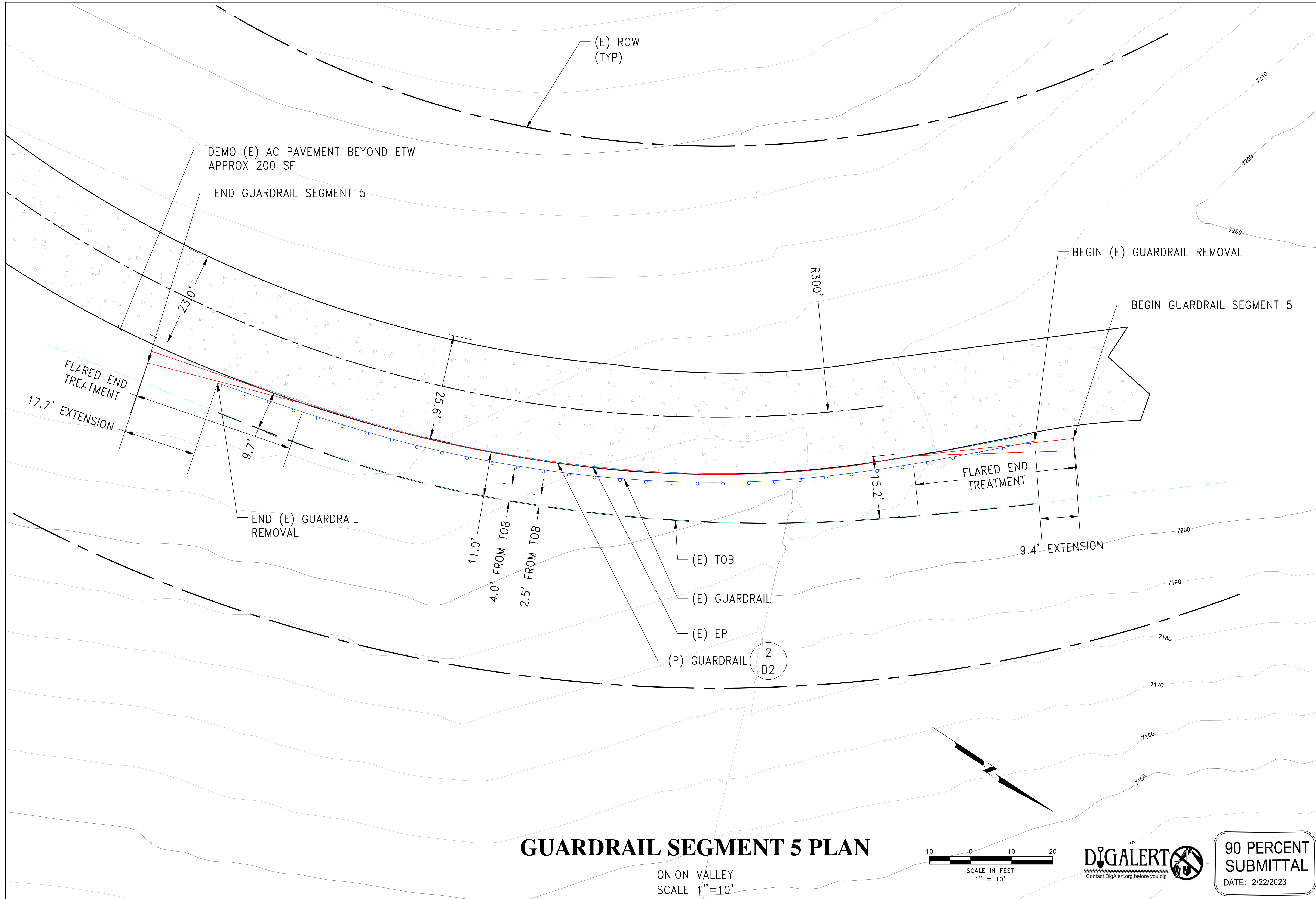


**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

BY: APPD		REVISIONS		No.		Date	
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TITLE				PROJECT			
GUARDRAIL SEGMENT 4 PLAN				INYO COUNTY			
				ONION VALLEY GUARDRAIL			
				INYO COUNTY			
				CA			
EASTERN SIERRA ENGINEERING		CIVIL ENGINEERING & CONSTRUCTION SERVICES		140 WHITNEY ALLEY		BISHOP, CA 93514	
MAIN: (442) 228-5049		FAX: (775) 828-7221					
		2/22/2023 Designed: CC Drawn By: EB/JC Approved By: JR Job No: 21350 Scale: AS SHOWN Date: 2/22/2023		SHEET No.		C9 OF 42	

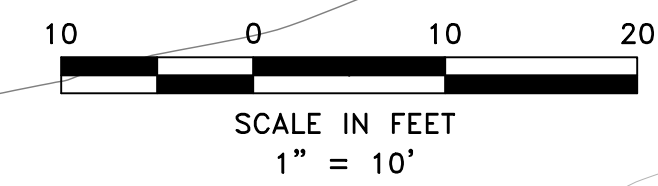
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GUARDRAIL SEGMENT 5 PLAN

ONION VALLEY
SCALE 1" = 10'



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DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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GUARDRAIL SEGMENT 5 PLAN

INYO COUNTY
ONION VALLEY GUARDRAIL

TITLE

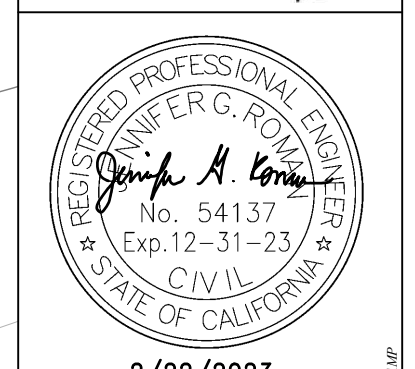
PROJECT

INYO COUNTY

CA

EASTERN SIERRA ENGINEERING

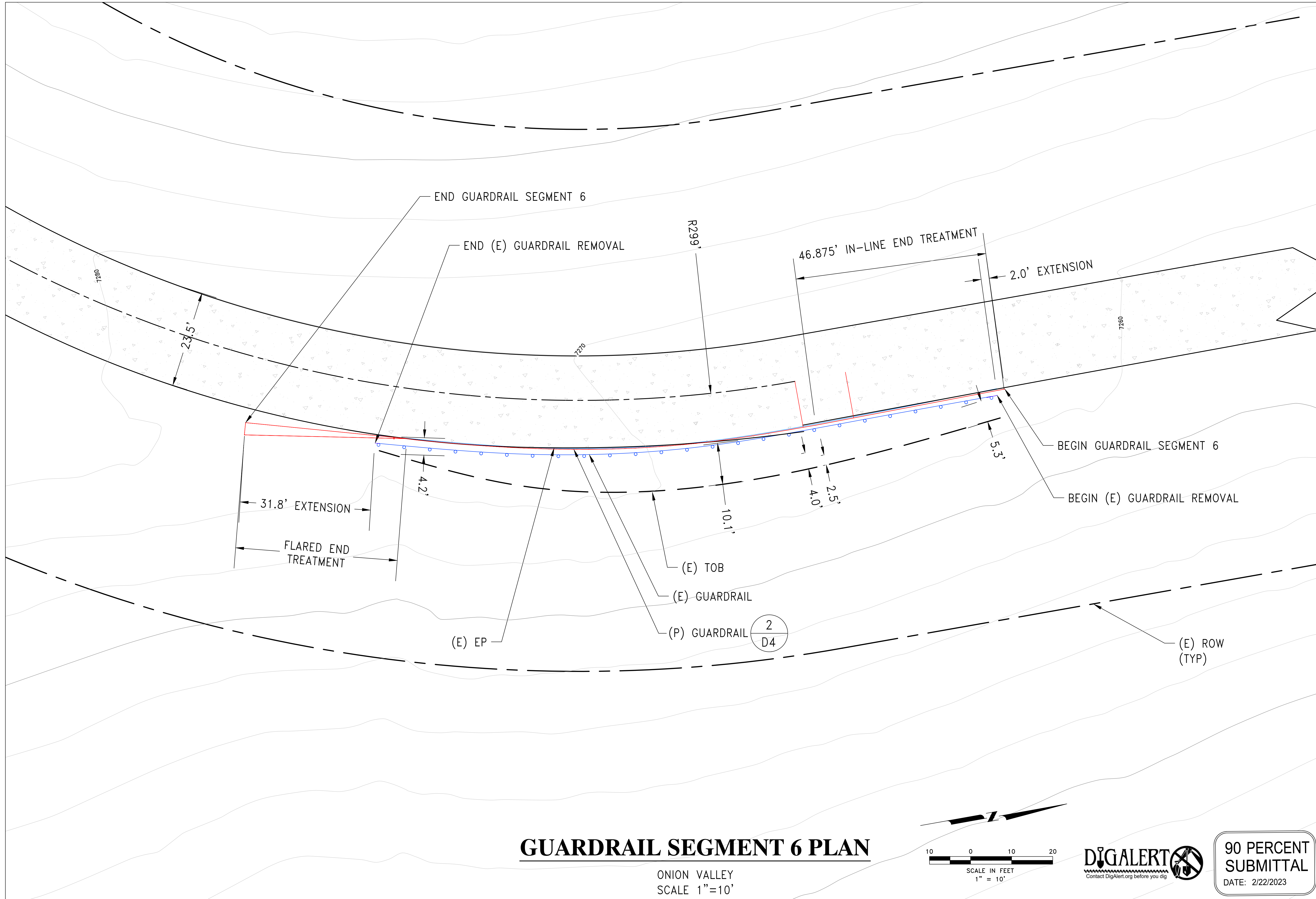
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023

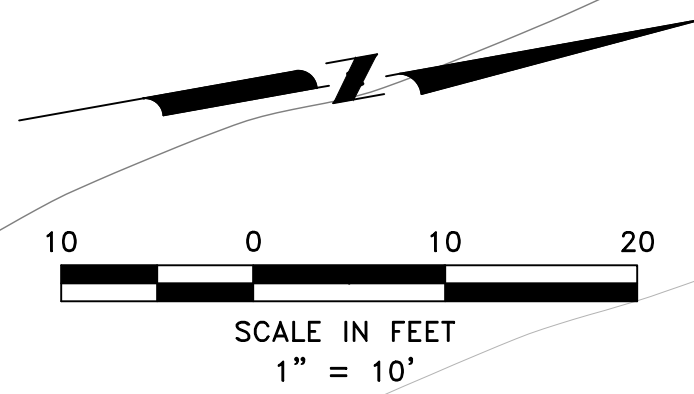
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

SHEET No.
C10 OF 42



GUARDRAIL SEGMENT 6 PLAN

ONION VALLEY
SCALE 1"=10'



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No.	Date	REVISIONS	BY
1			APPD
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GUARDRAIL SEGMENT 6 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL

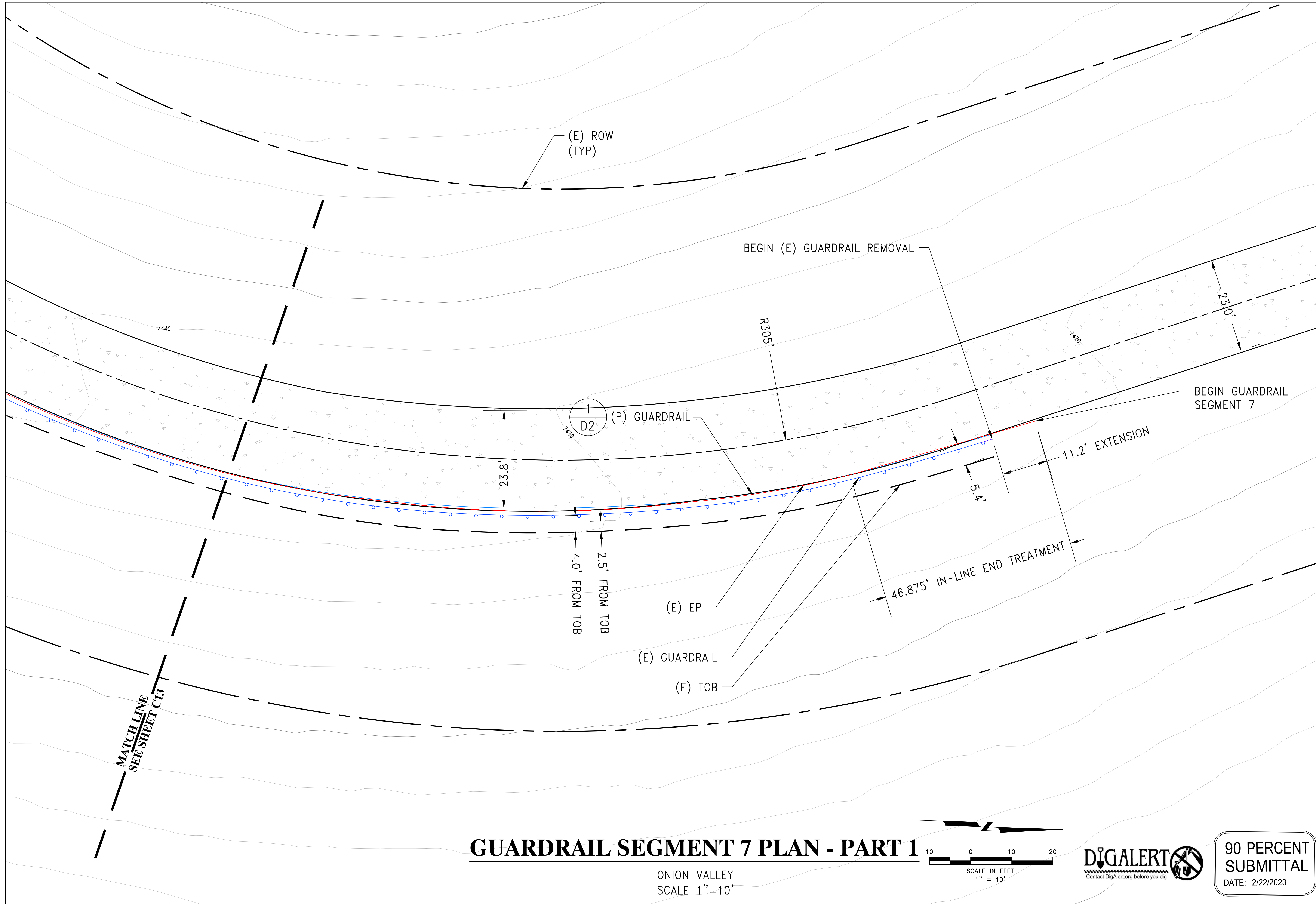
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMERO
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C11 OF 42

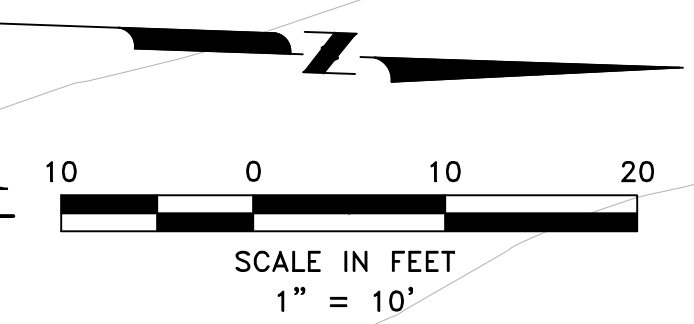
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GUARDRAIL SEGMENT 7 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



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DATE: 2/22/2023

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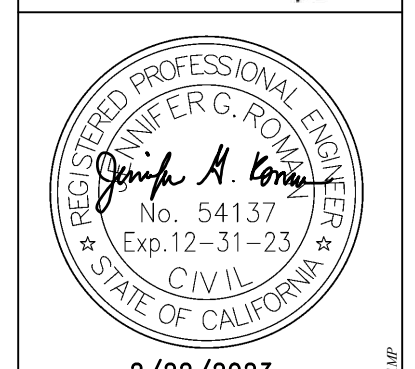
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PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

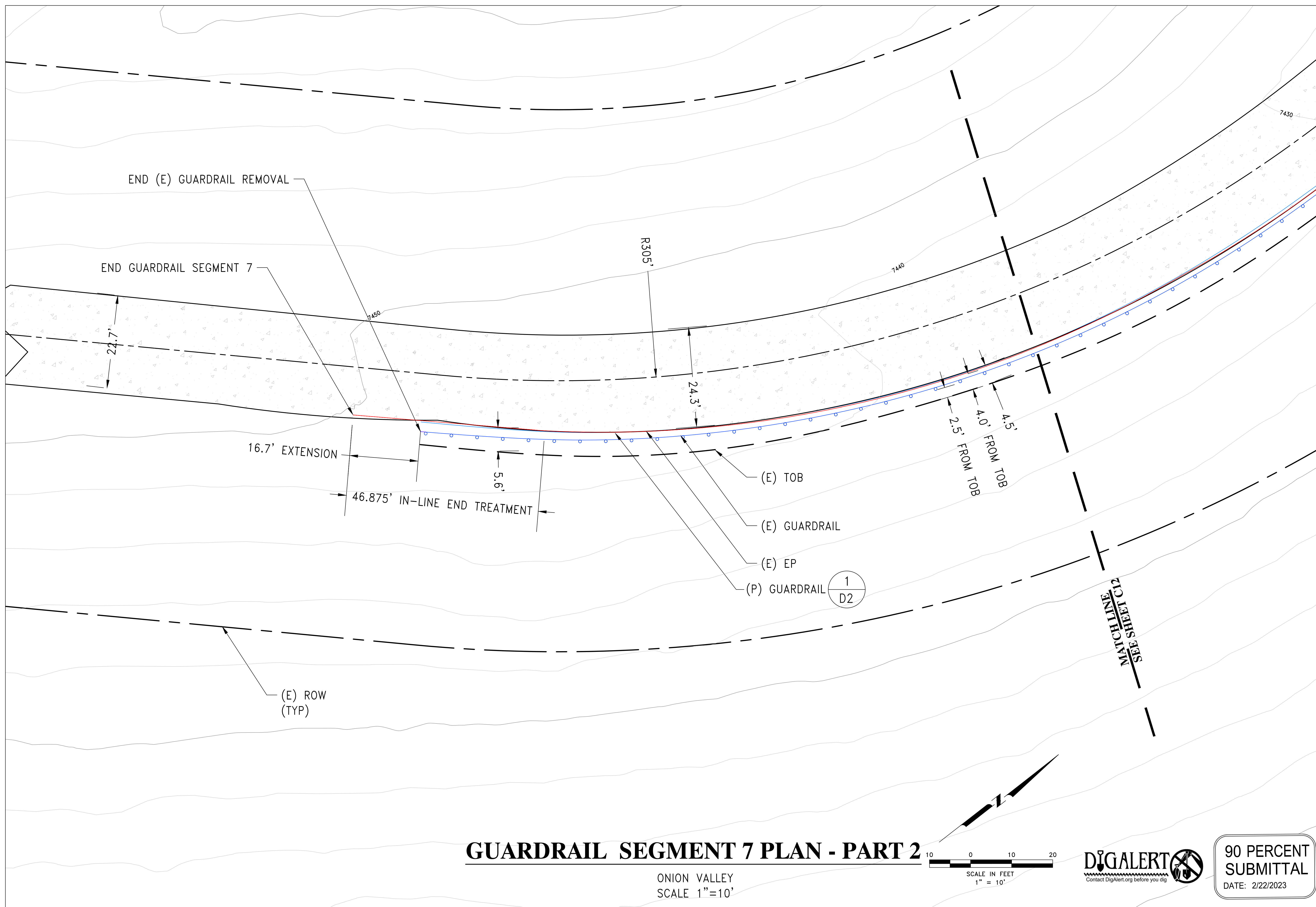
INYO COUNTY
CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C12 OF 42



No.	Date	REVISIONS	BY	APPD
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TITLE
GUARDRAIL SEGMENT 7 PLAN - PART 2

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
 CA

EASTERN SIERRA ENGINEERING

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 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

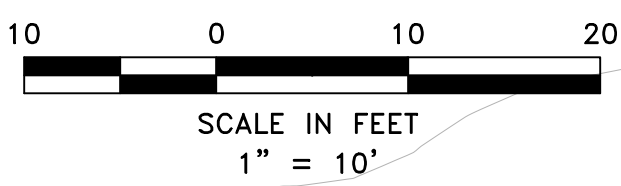
REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023

Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

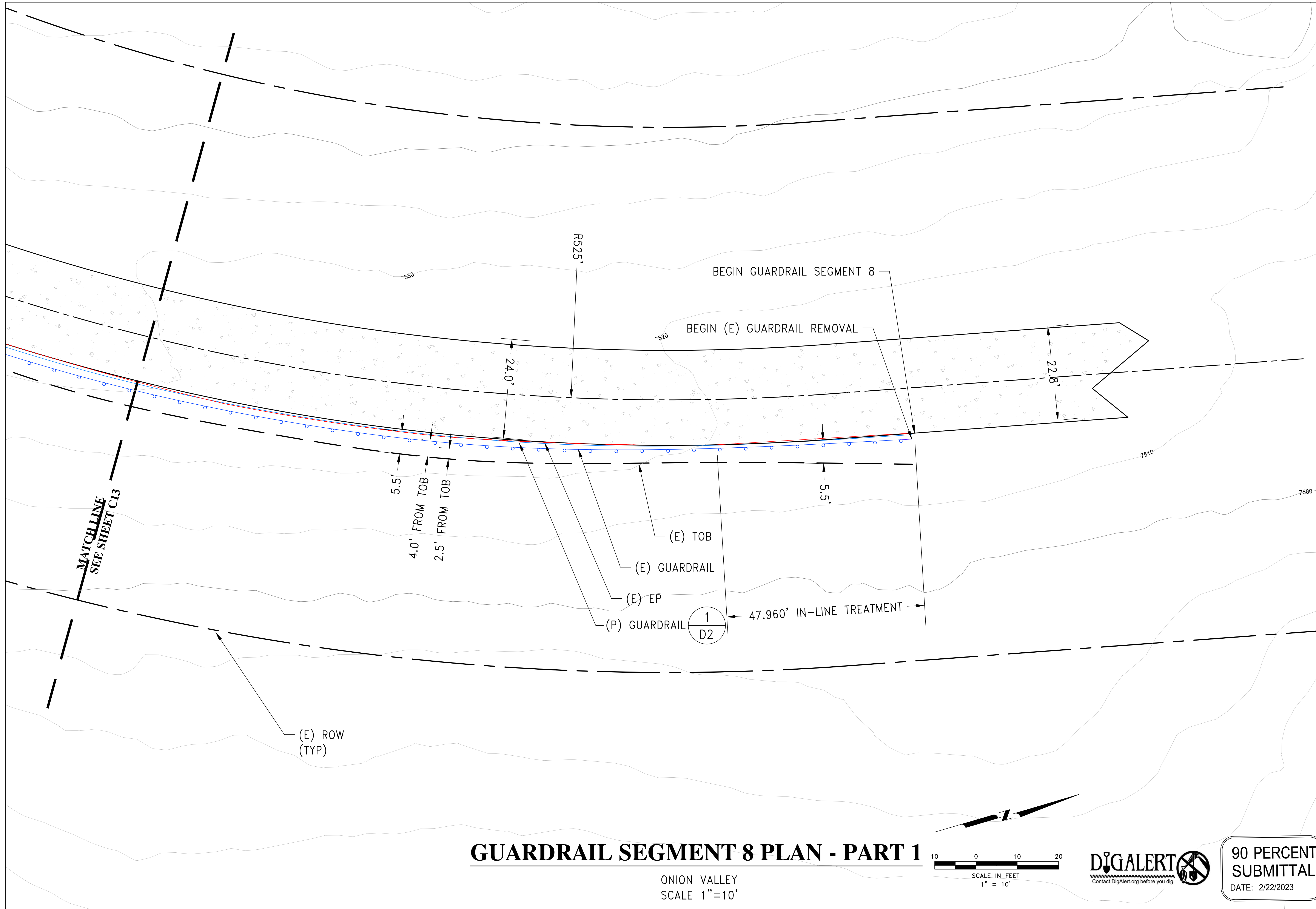
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GUARDRAIL SEGMENT 7 PLAN - PART 2

ONION VALLEY
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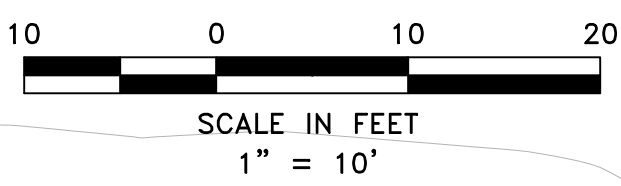


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 DATE: 2/22/2023



GUARDRAIL SEGMENT 8 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



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DATE: 2/22/2023

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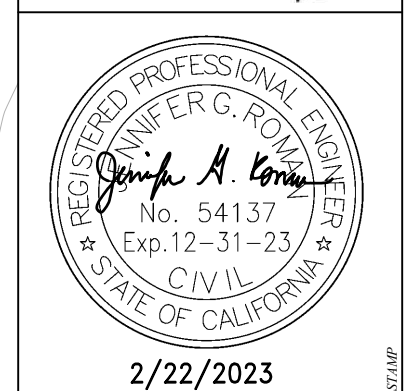
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PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING

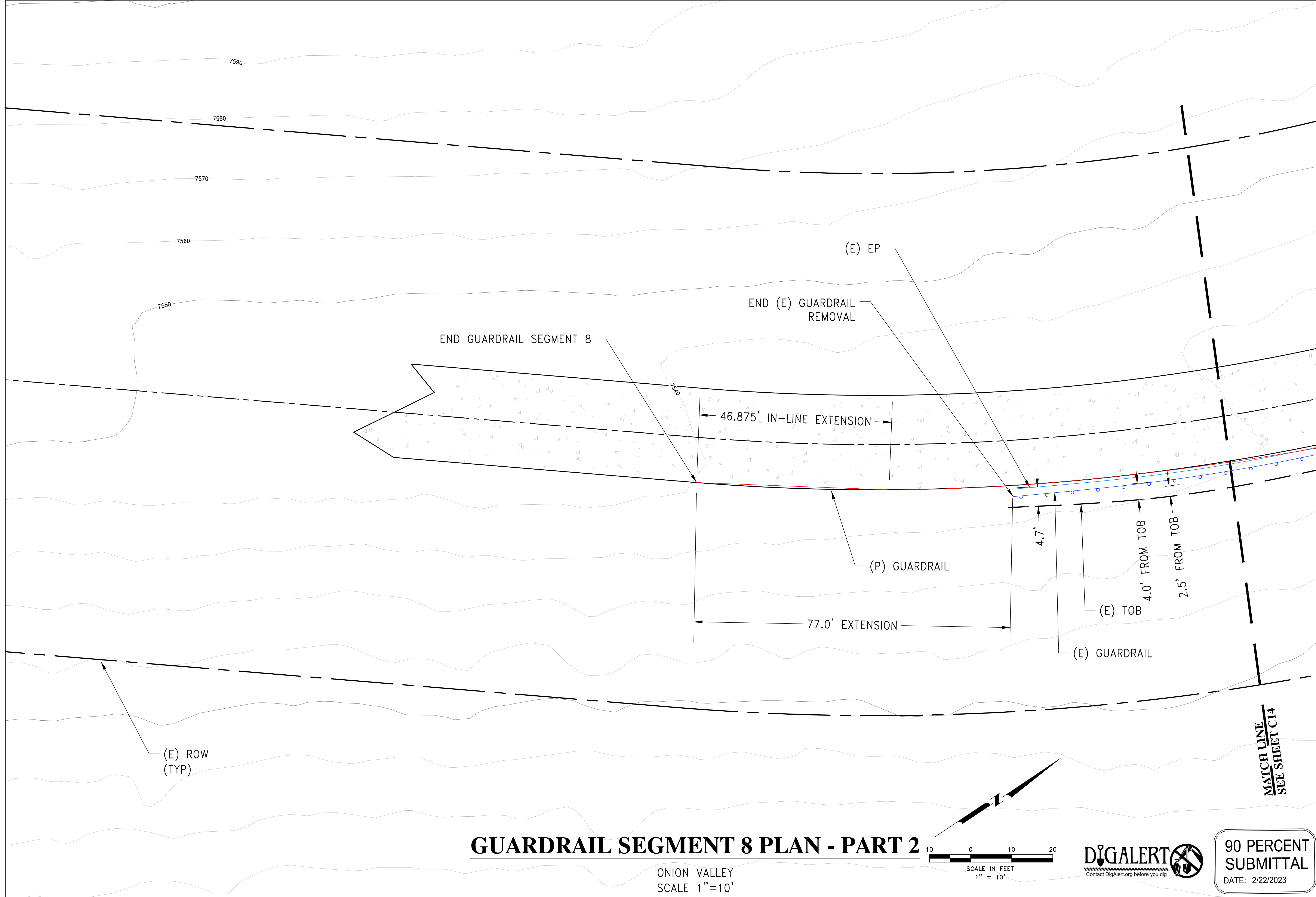
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
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C14 OF 42

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TITLE
GUARDRAIL SEGMENT 8 PLAN - PART 2

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
 CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 MAIN: (442) 228-5049
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 FAX: (775) 828-7221

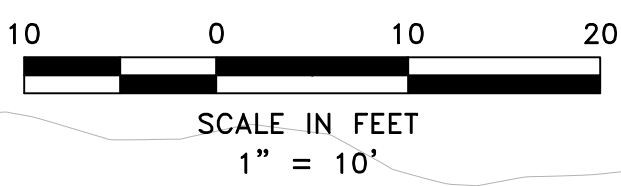
REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023

Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

SHEET No.
C15 OF 42

GUARDRAIL SEGMENT 8 PLAN - PART 2

ONION VALLEY
 SCALE 1"=10'

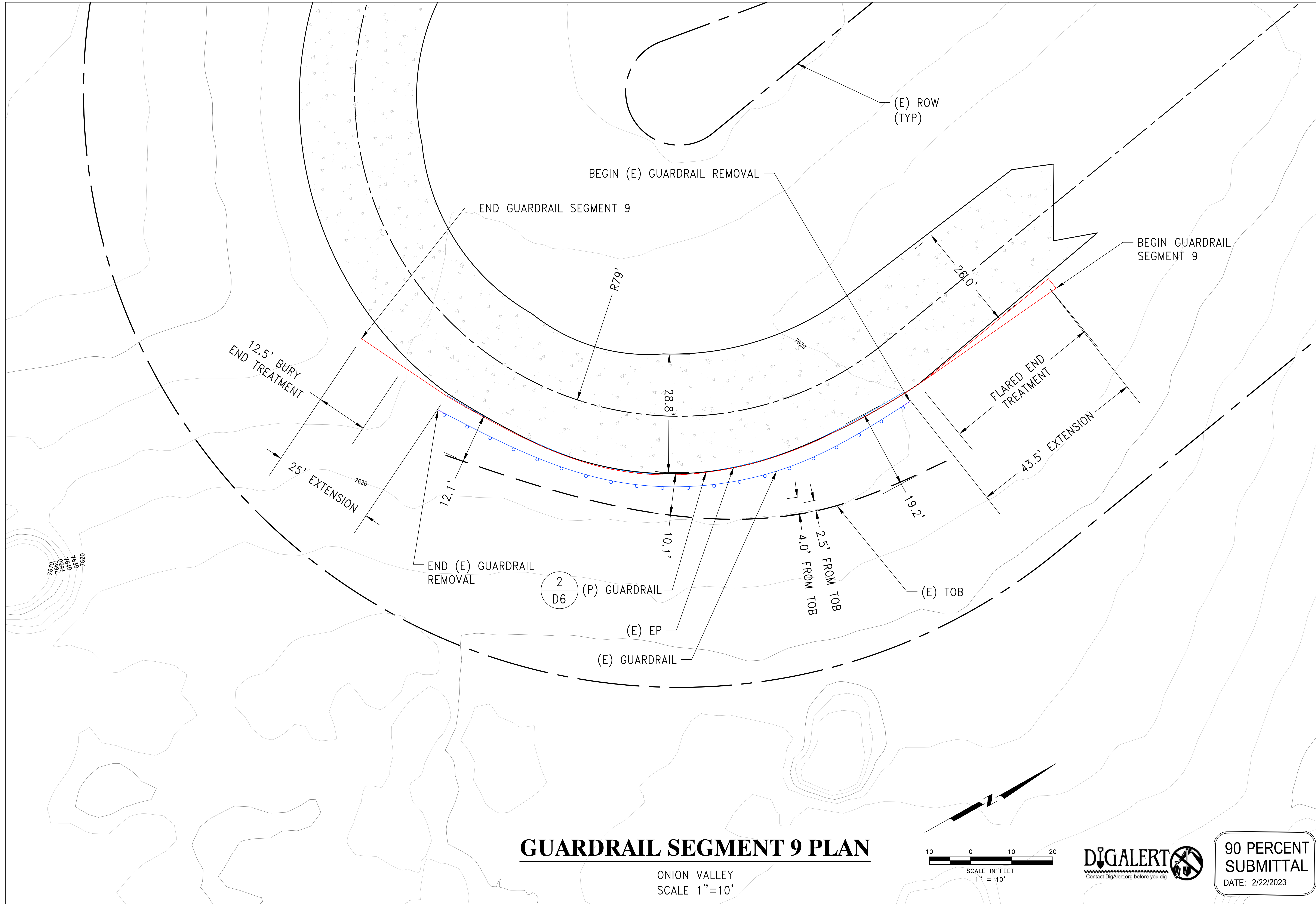


90 PERCENT SUBMITTAL
 DATE: 2/22/2023

MATCH LINE
SEE SHEET C14

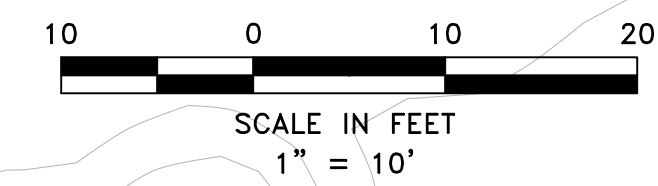
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GUARDRAIL SEGMENT 9 PLAN

ONION VALLEY
SCALE 1"=10'

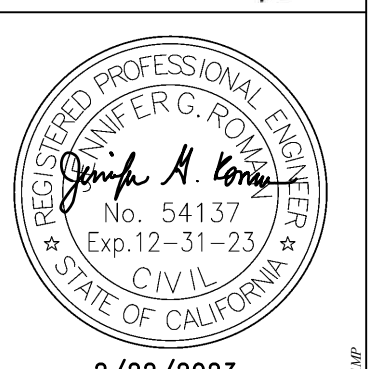


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DATE: 2/22/2023

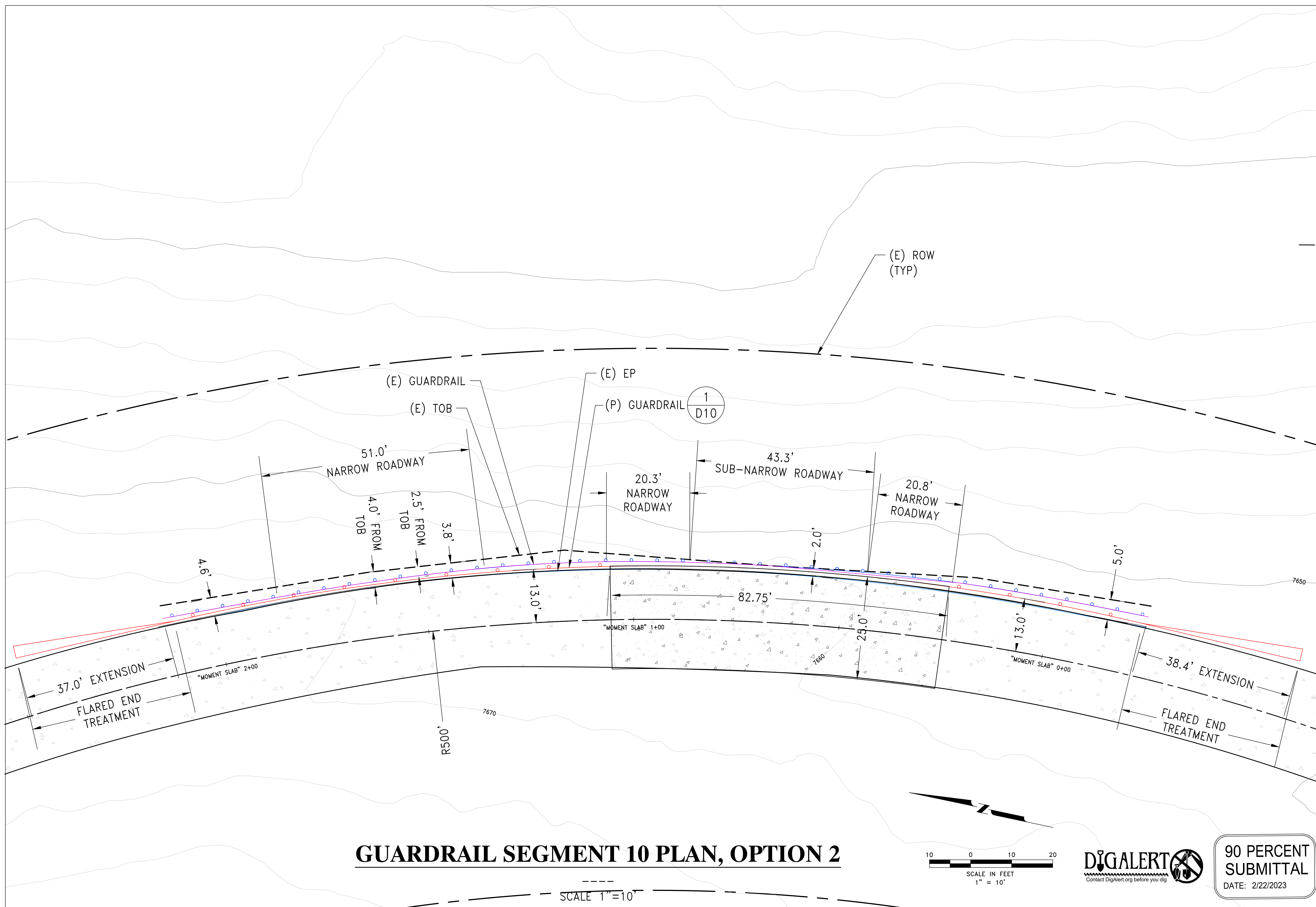
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GUARDRAIL SEGMENT 9 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

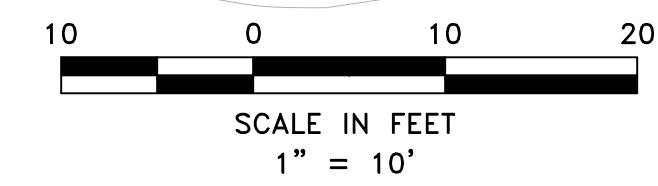


2/22/2023
 Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
 SHEET No.
C16 OF 42



GUARDRAIL SEGMENT 10 PLAN, OPTION 2

SCALE 1"=10'



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DATE: 2/22/2023

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1			APPD
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TITLE
GUARDRAIL SEGMENT 10 PLAN, OPTION 2

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

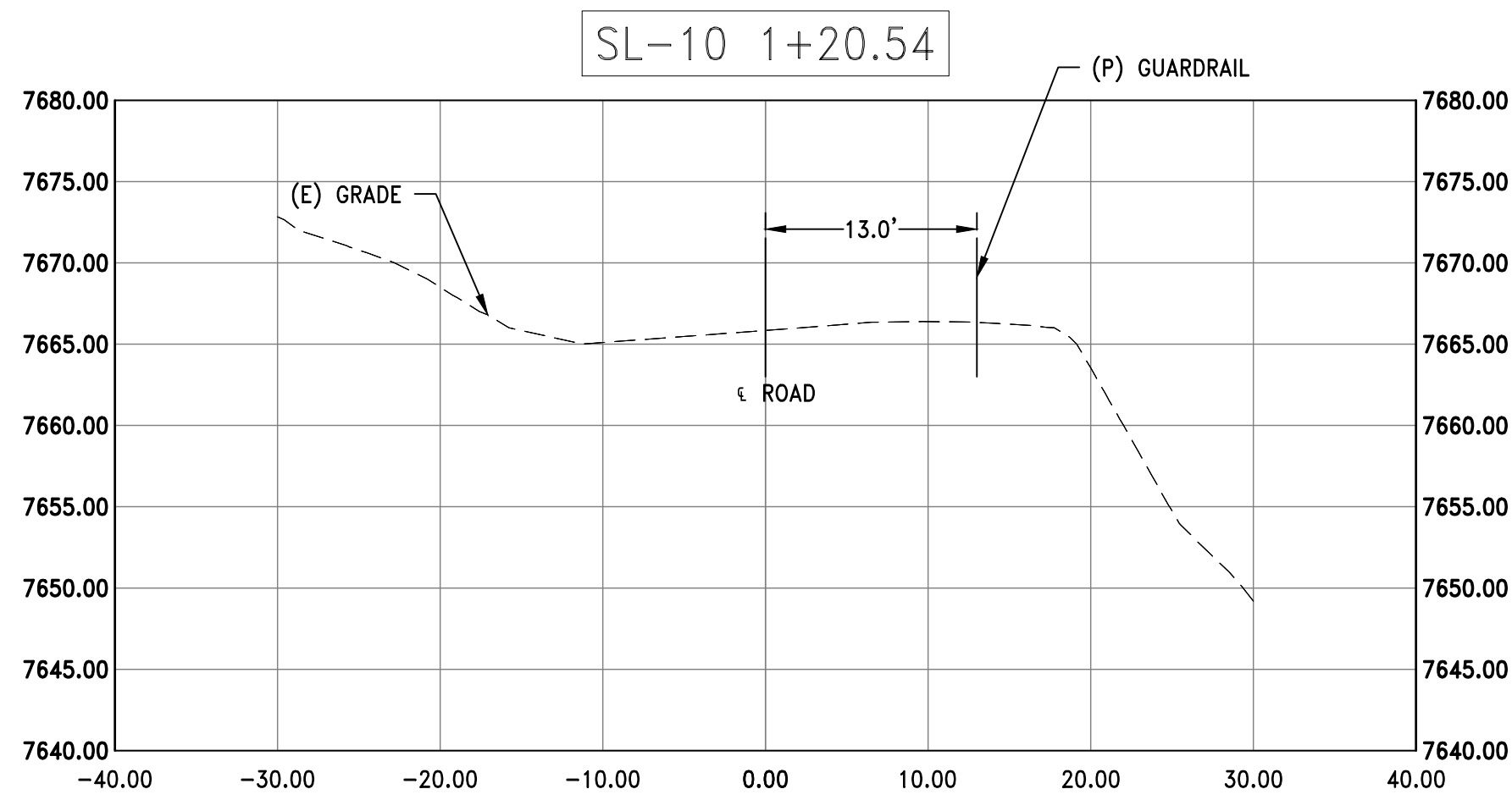
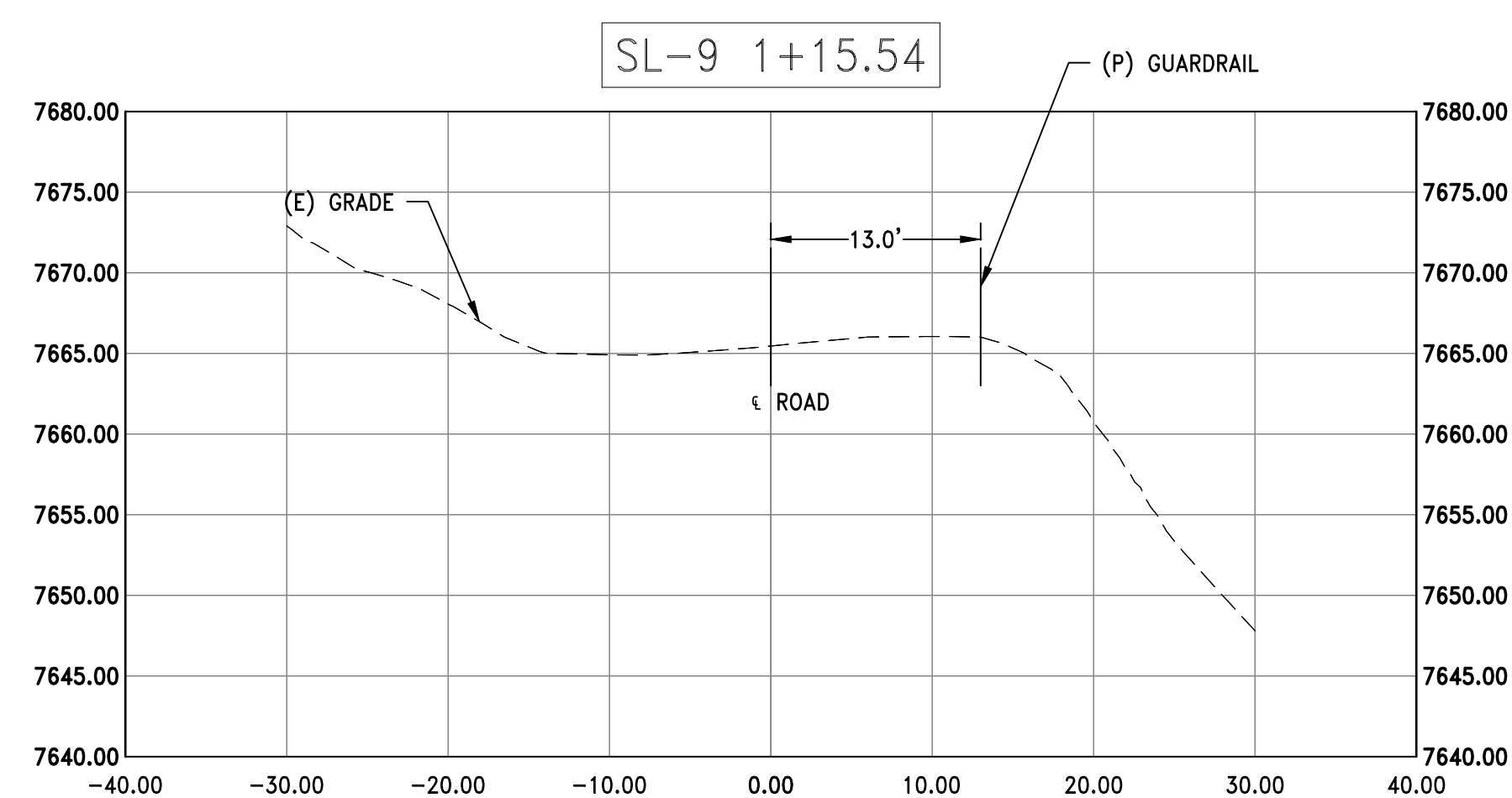
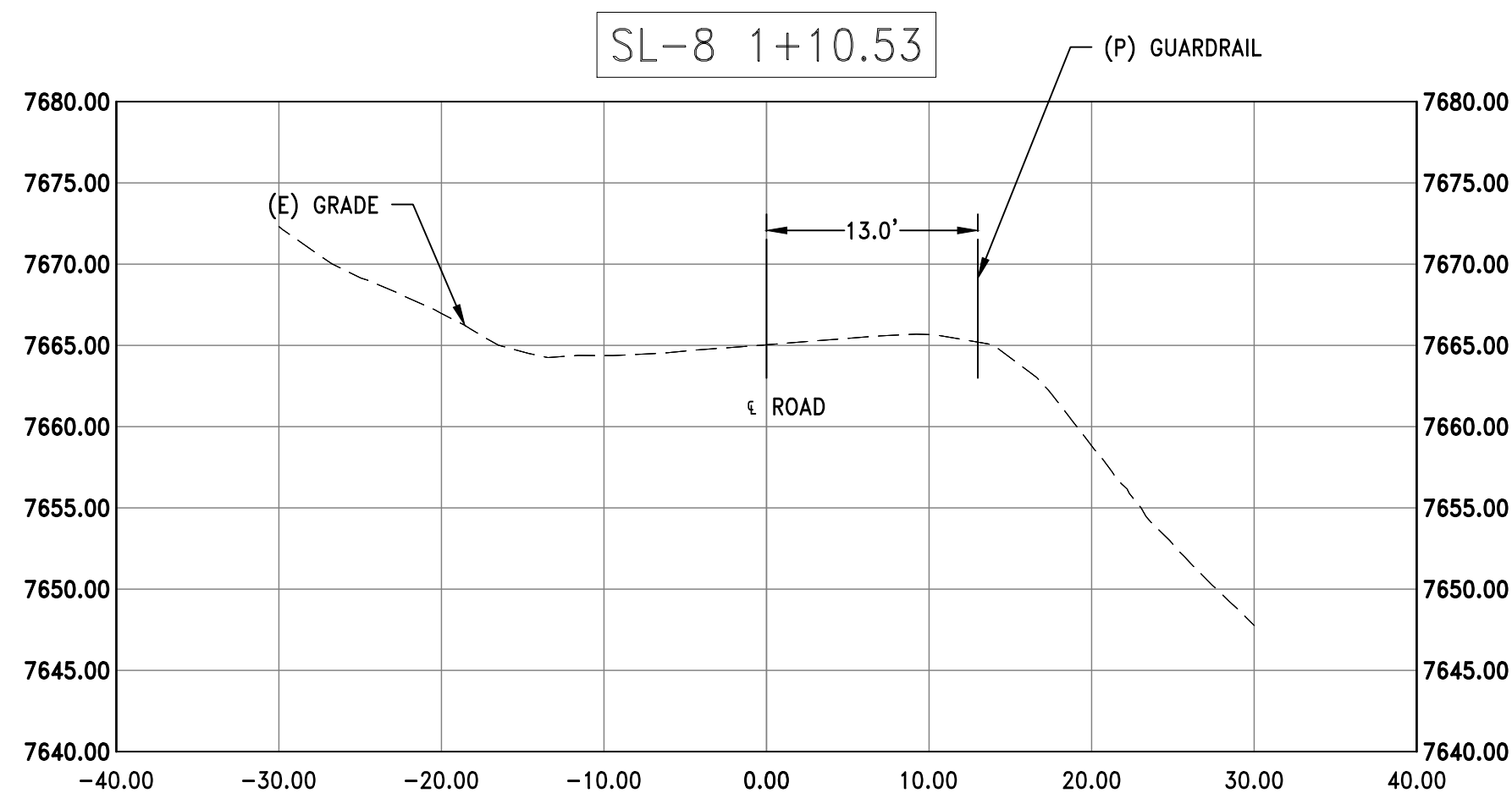
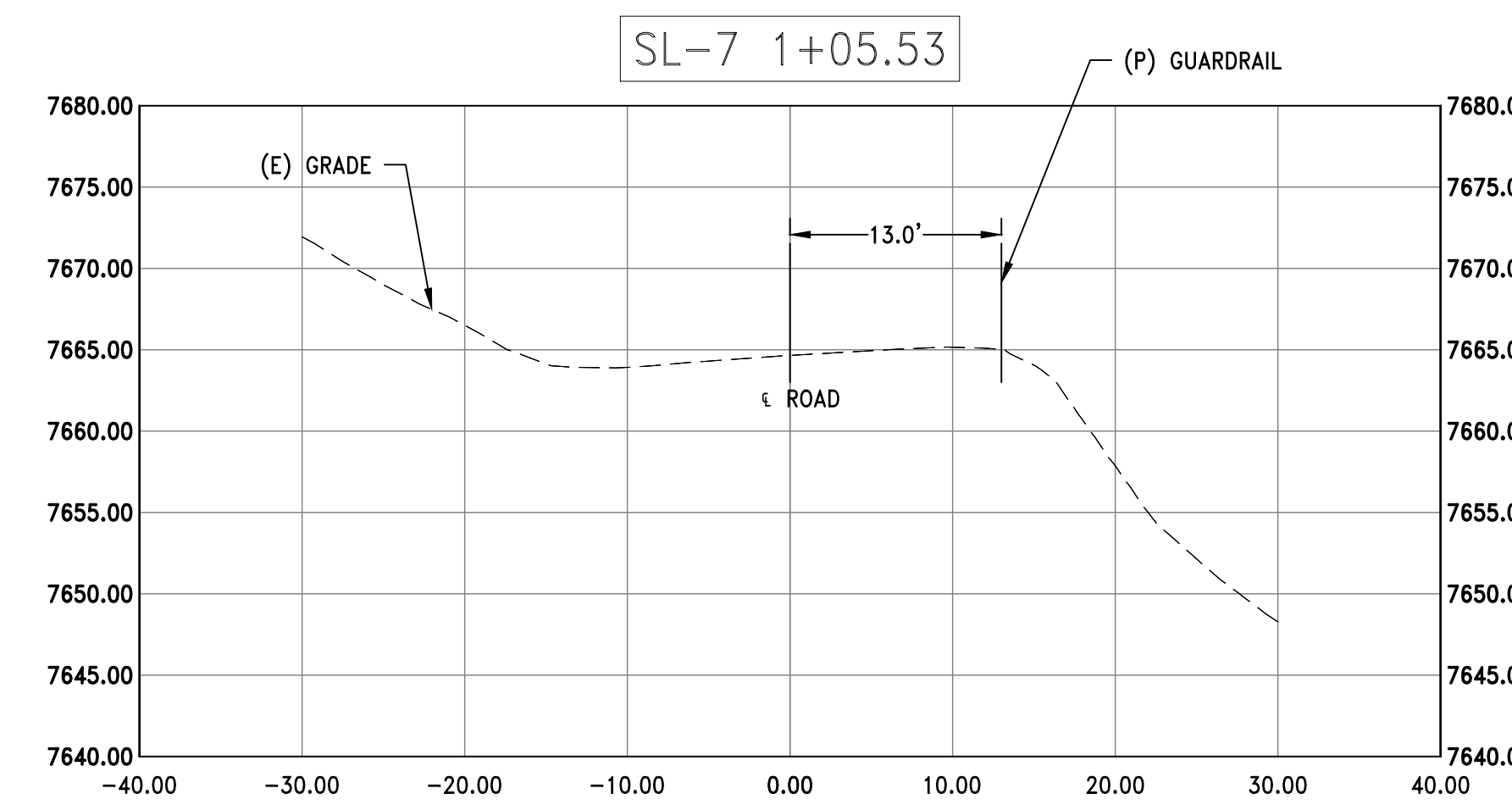
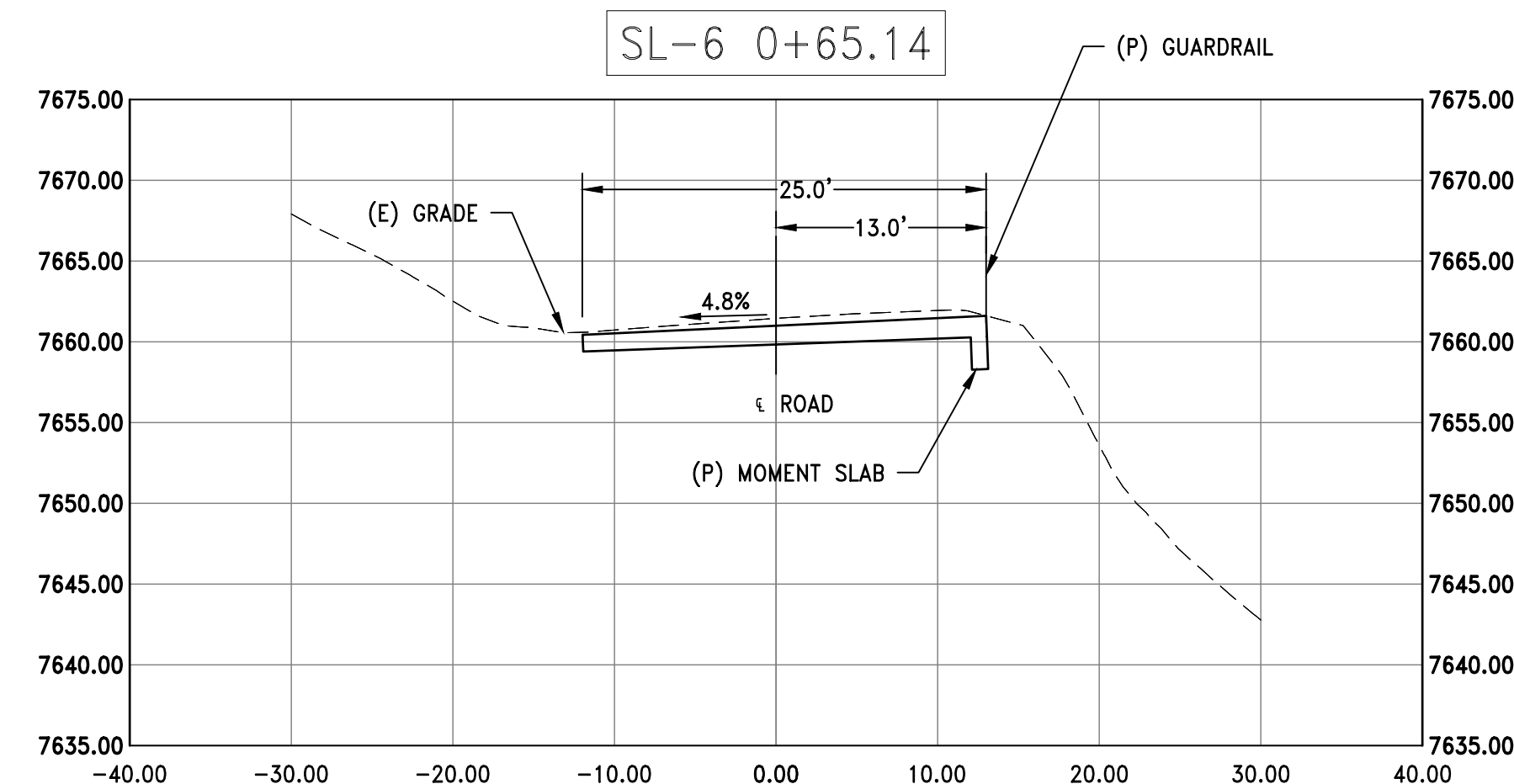
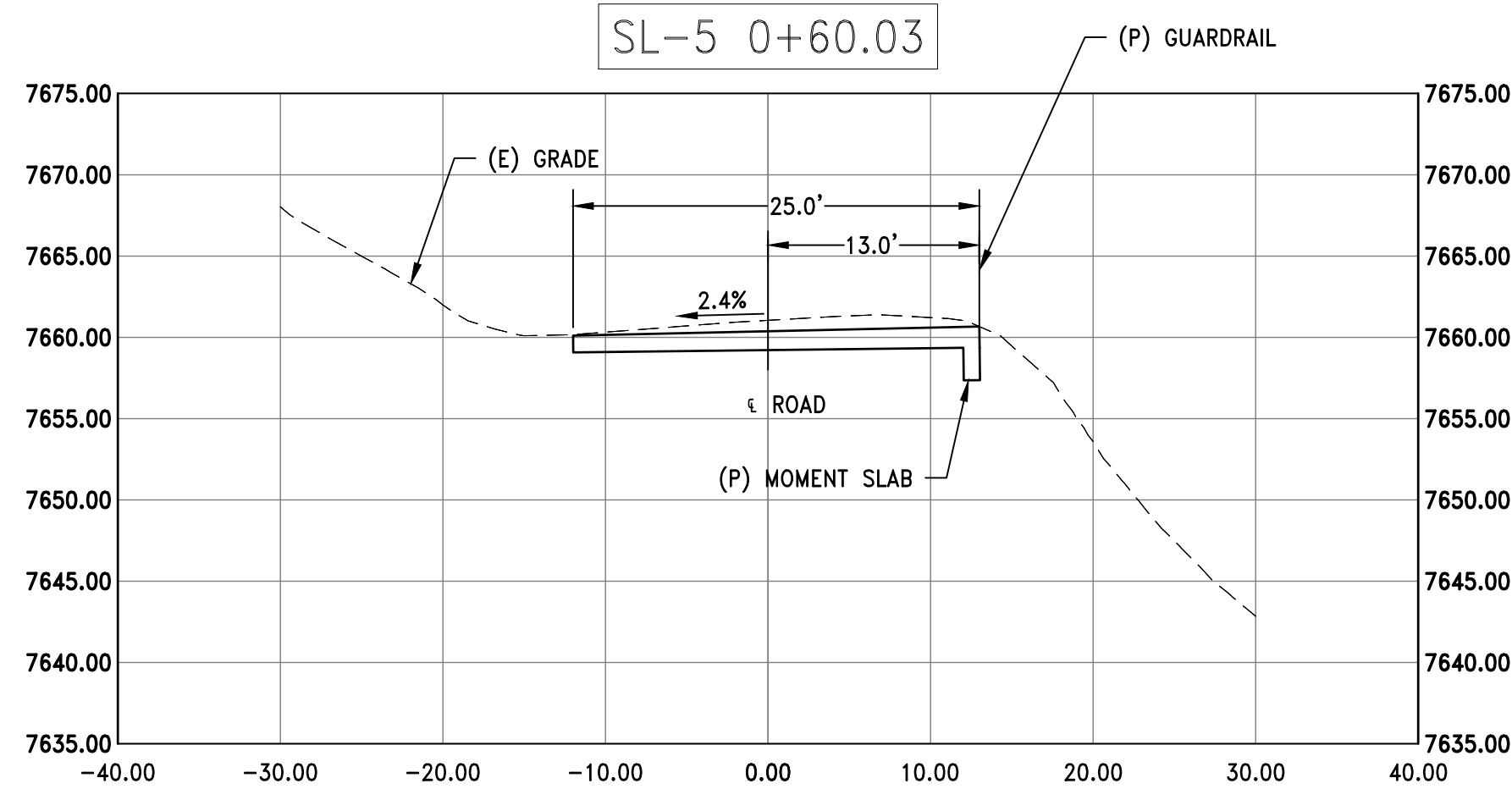
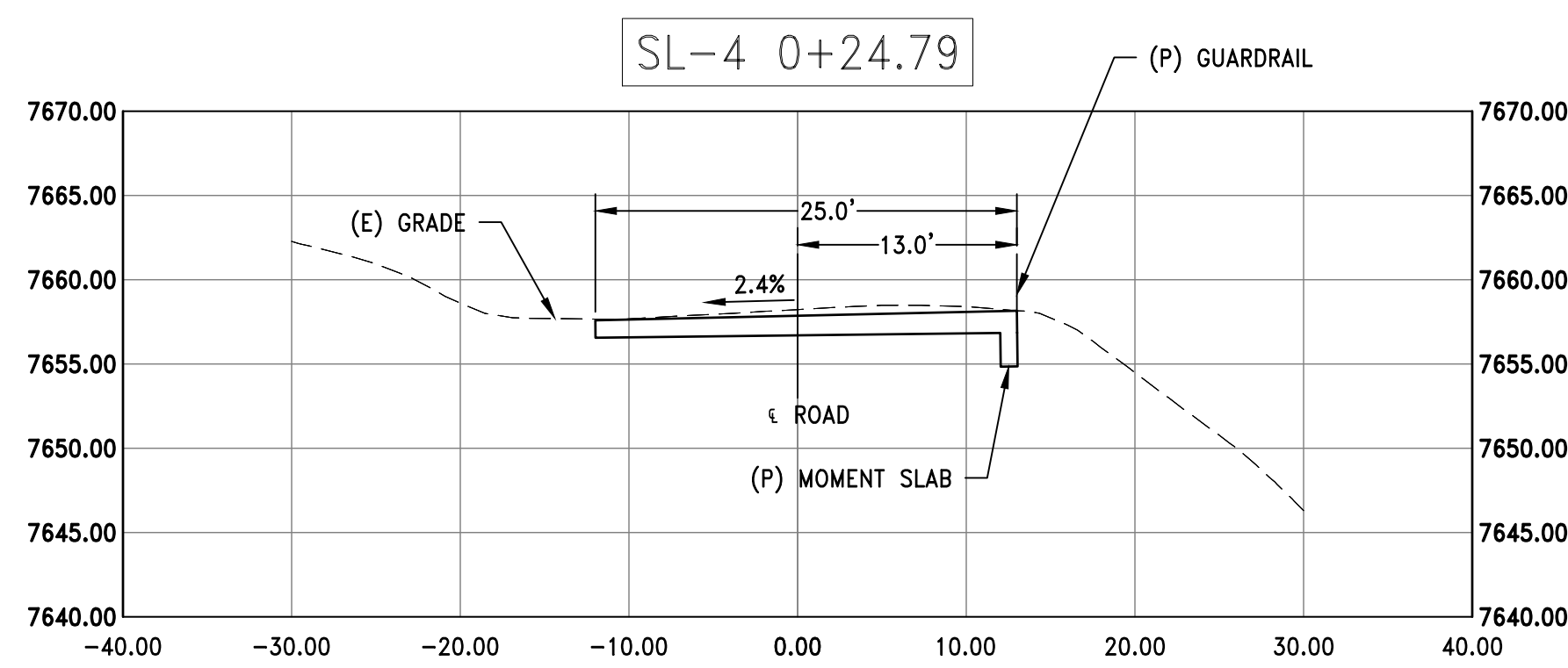
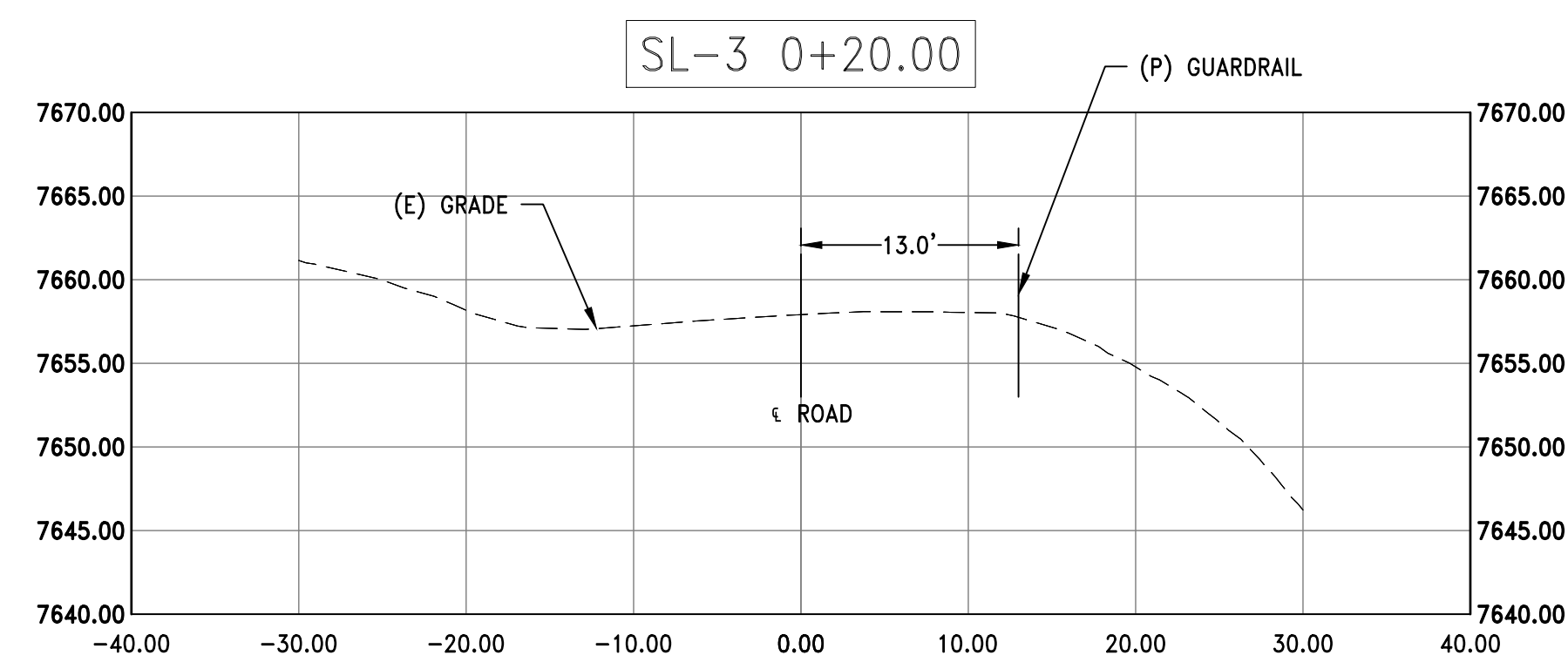
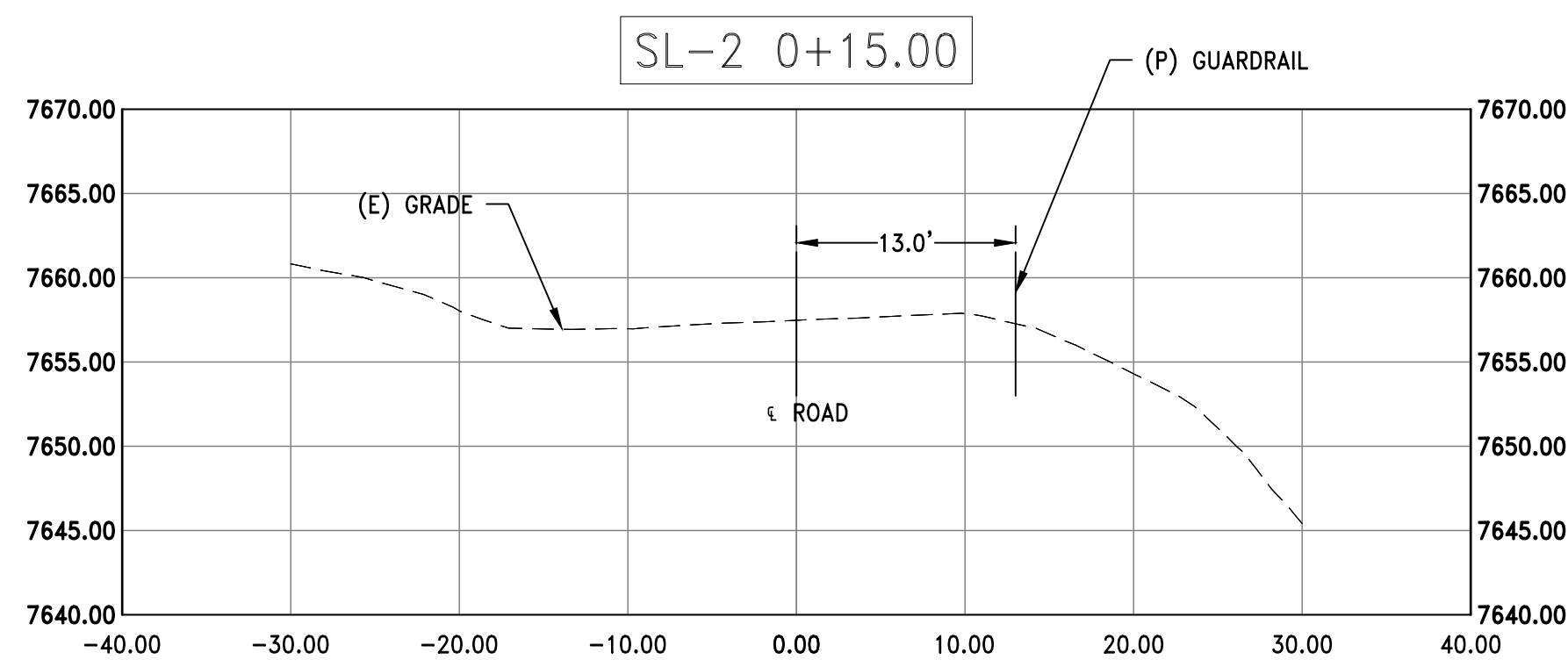
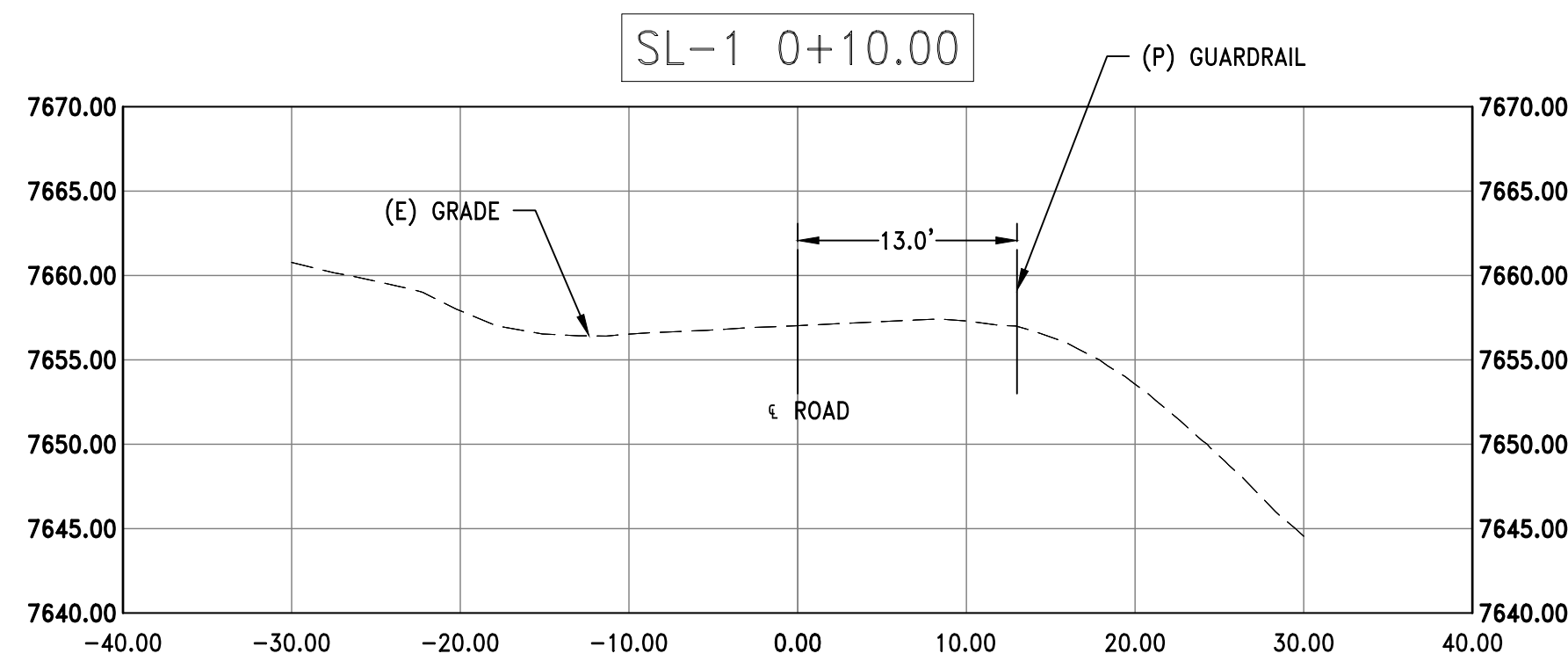
INYO COUNTY CA

EASTERN SIERRA ENGINEERING

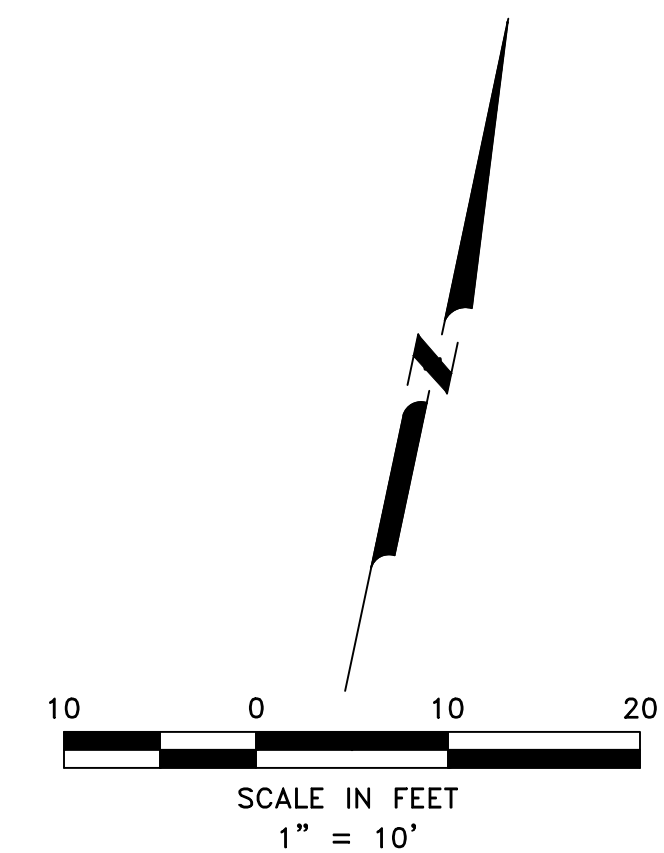
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
G. R. ROMERO
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C19 OF 42



GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2



**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
1				
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GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2
INYO COUNTY
ONION VALLEY GUARDRAIL
 PROJECT
 INYO COUNTY CA

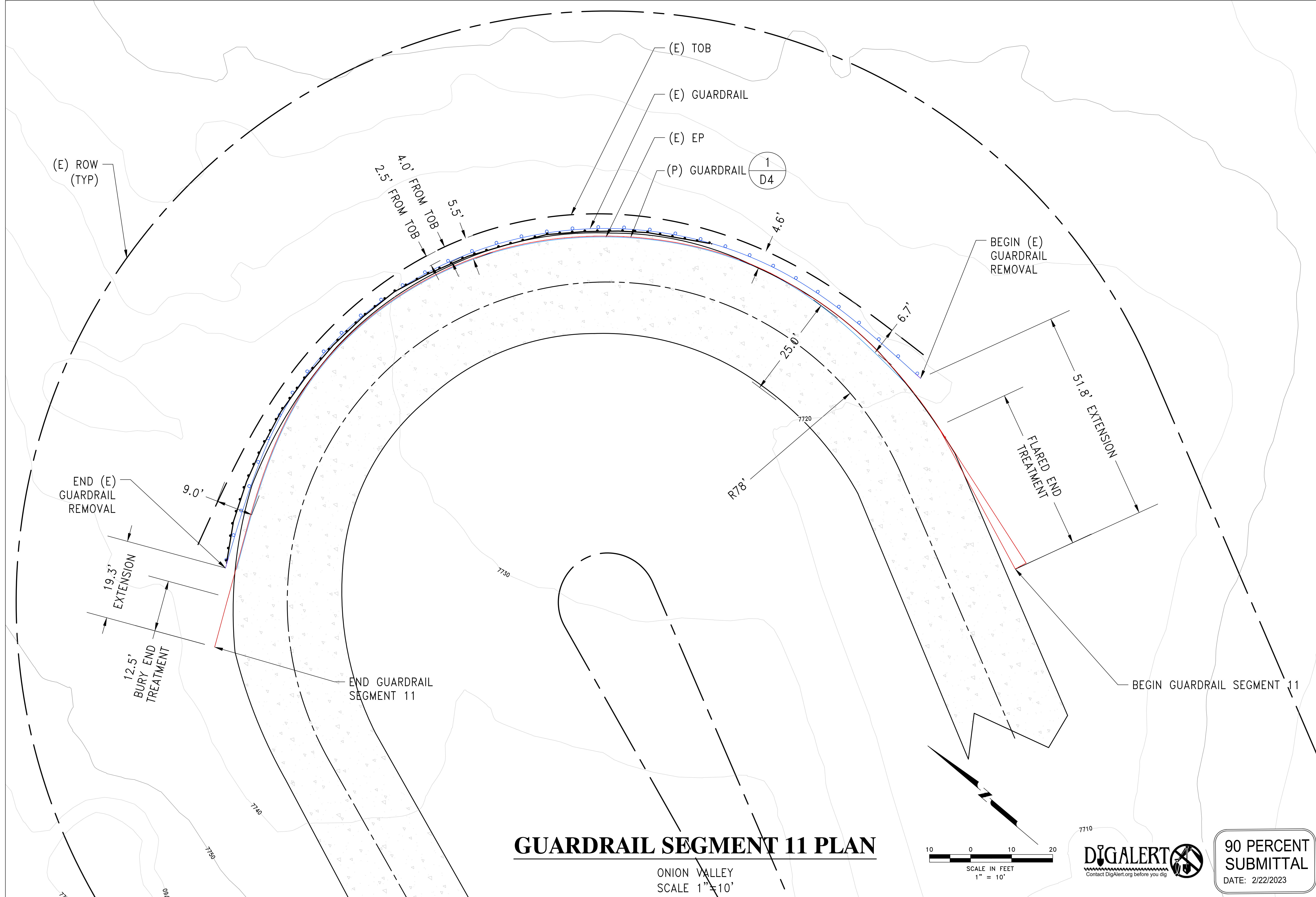
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



2/22/2023
 Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
 SHEET No.
C20 OF 42

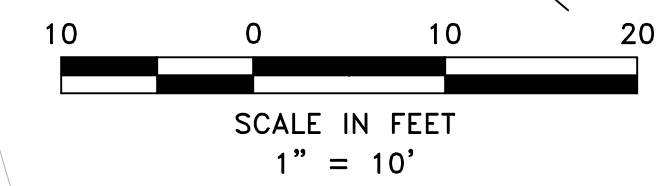
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GUARDRAIL SEGMENT 11 PLAN

ONION VALLEY
SCALE 1" = 10'

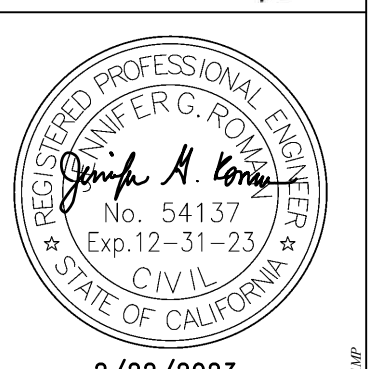


90 PERCENT SUBMITTAL
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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GUARDRAIL SEGMENT 11 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL

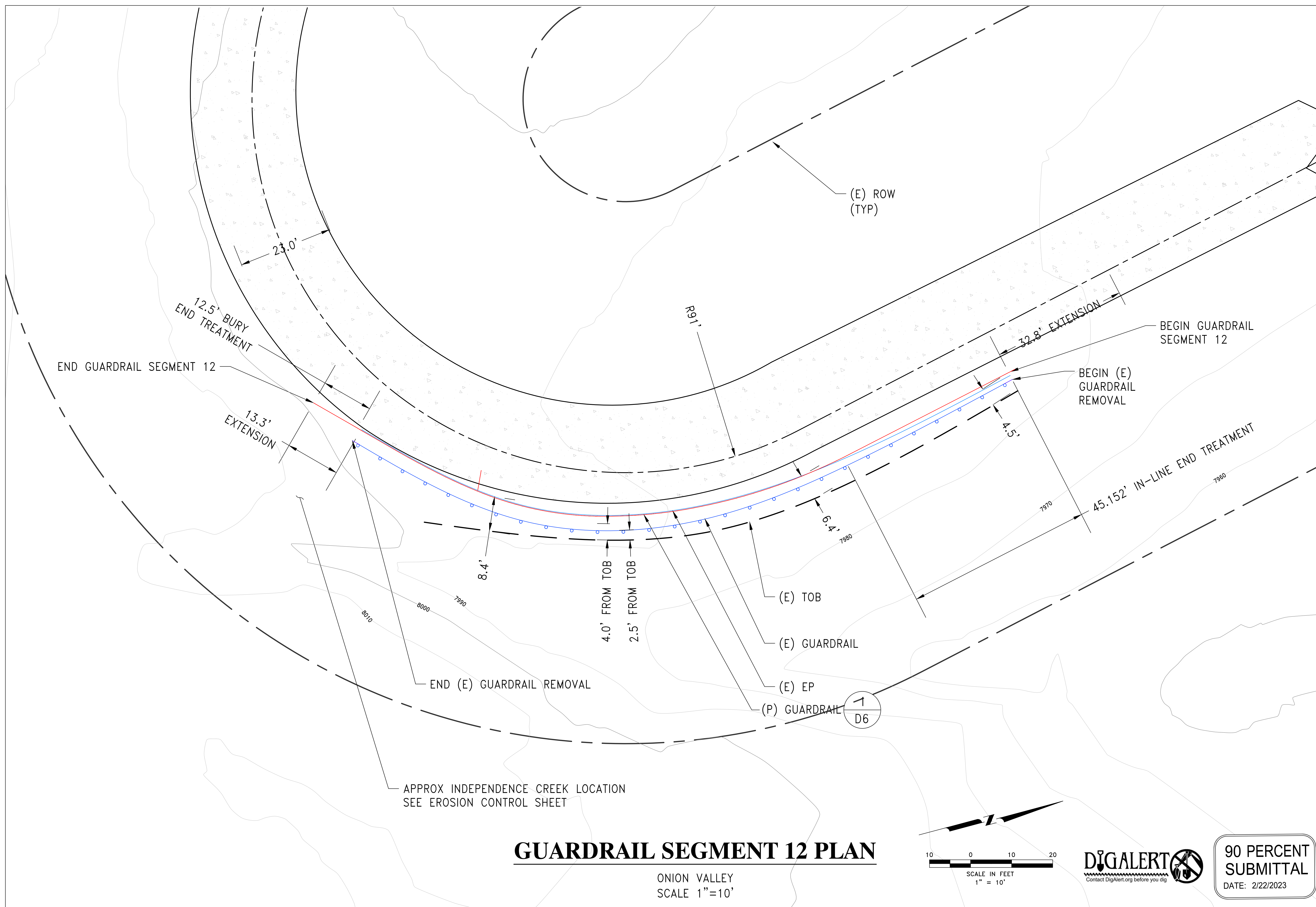
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
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C21 OF 42

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No.	Date	REVISIONS	BY	APPD
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TITLE
GUARDRAIL SEGMENT 12 PLAN

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
 CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 MAIN: (442) 228-5049
 FAX: (775) 828-7221
 140 WHITNEY ALLEY
 BISHOP, CA 93514

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 No. 54137
 Exp. 12-31-23
 STATE OF CALIFORNIA

2/22/2023

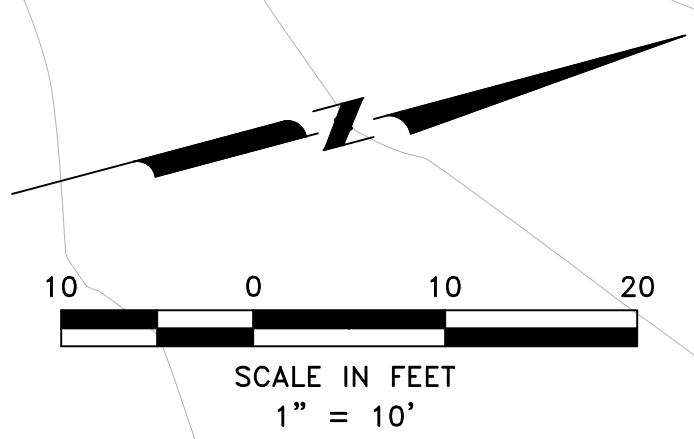
Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

90 PERCENT SUBMITTAL
 DATE: 2/22/2023

SHEET No.
C22 OF 42

GUARDRAIL SEGMENT 12 PLAN

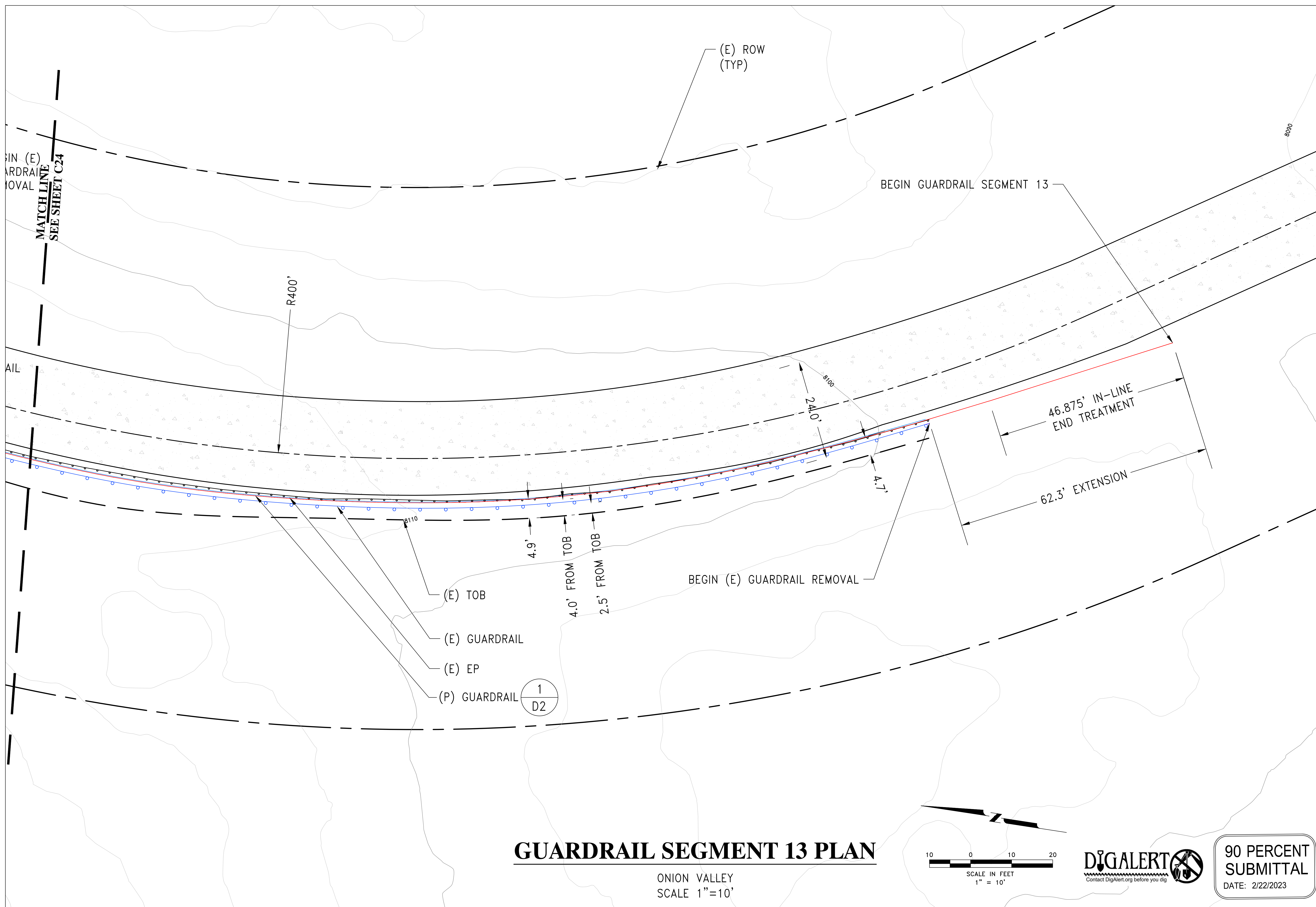
ONION VALLEY
 SCALE 1"=10'



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 DATE: 2/22/2023

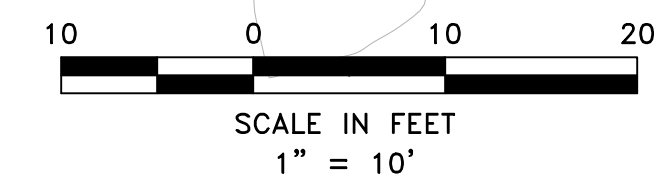
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GUARDRAIL SEGMENT 13 PLAN

ONION VALLEY
SCALE 1"=10'

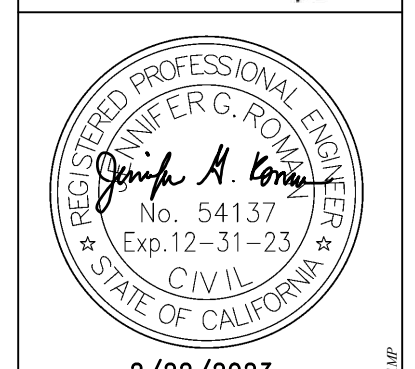


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DATE: 2/22/2023

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GUARDRAIL SEGMENT 13 PLAN
PROJECT: **INYO COUNTY ONION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

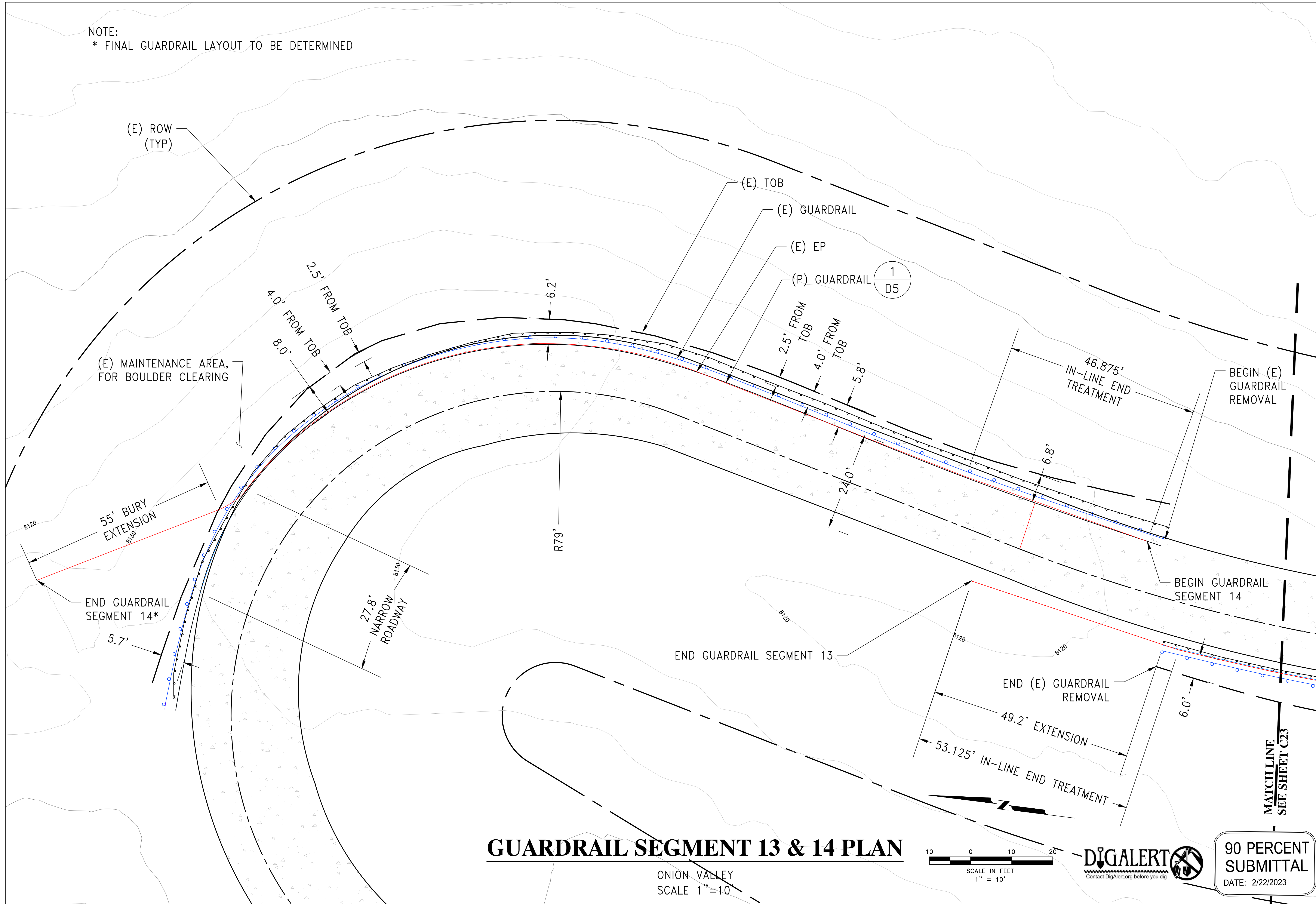


2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C23 OF 42

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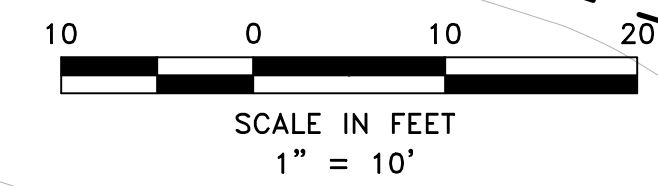
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NOTE:
* FINAL GUARDRAIL LAYOUT TO BE DETERMINED



GUARDRAIL SEGMENT 13 & 14 PLAN

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
1				
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TITLE
GUARDRAIL SEGMENT 13 & 14 PLAN

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

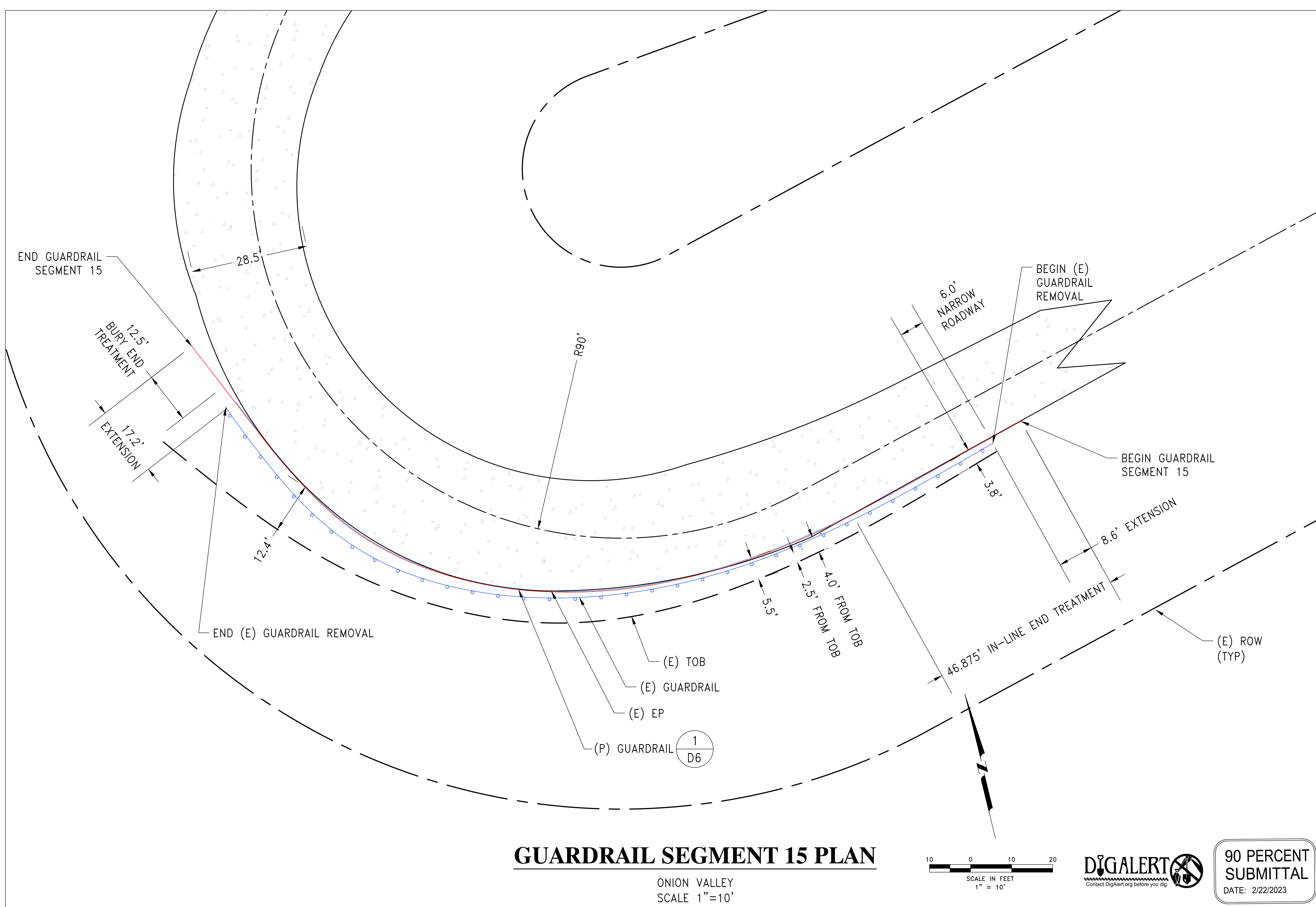
REGISTERED PROFESSIONAL ENGINEER
JAMES A. TORRES
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

SHEET No.
C24 OF 42

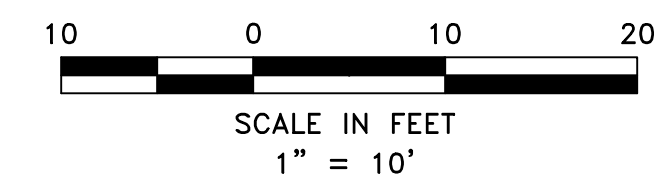
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GUARDRAIL SEGMENT 15 PLAN

ONION VALLEY
SCALE 1"=10'

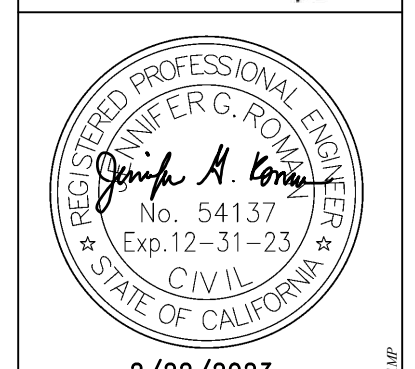


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DATE: 2/22/2023

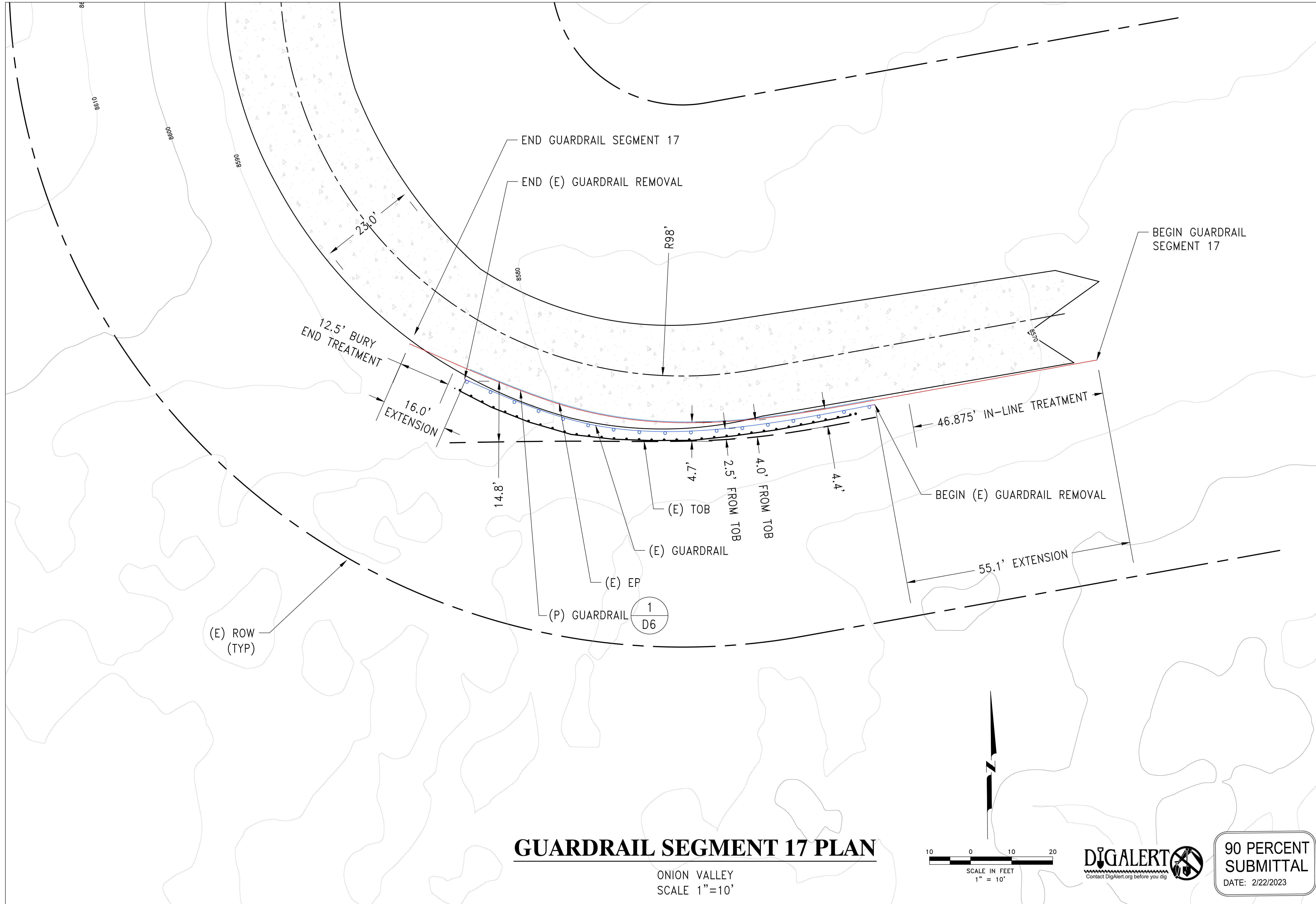
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GUARDRAIL SEGMENT 15 PLAN
PROJECT
**INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

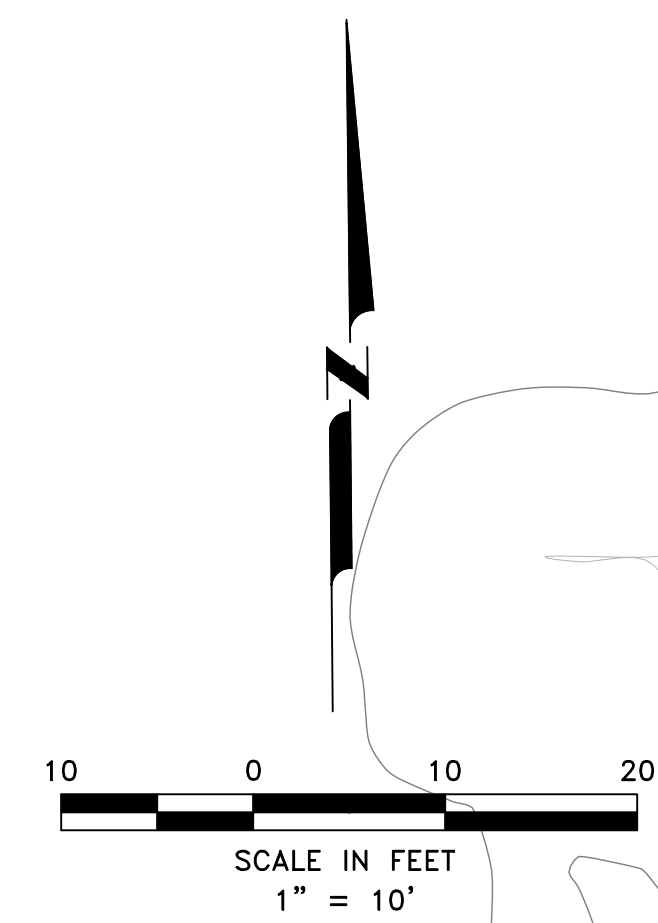


2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C25 OF 42



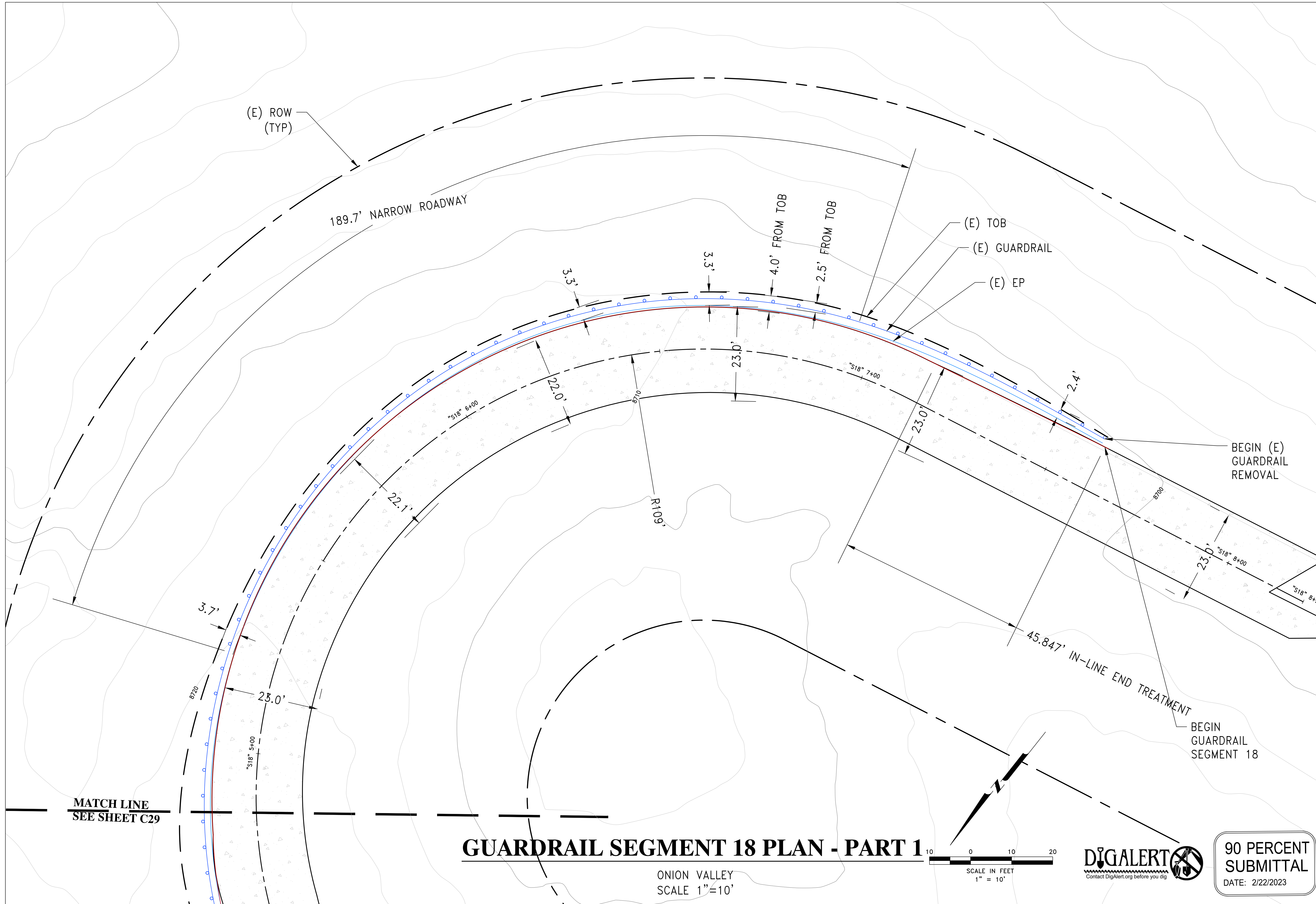
GUARDRAIL SEGMENT 17 PLAN

ONION VALLEY
SCALE 1"=10'



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DATE: 2/22/2023

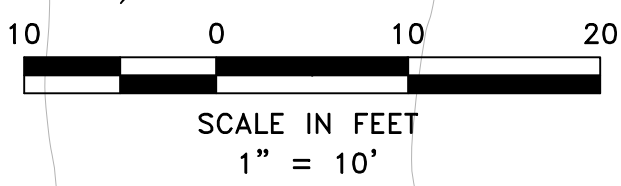
GUARDRAIL SEGMENT 17 PLAN INYO COUNTY ONION VALLEY GUARDRAIL		No. 1 Date	REVISIONS 1 2 3 4 5	BY APPD
EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514		TITLE PROJECT INYO COUNTY		
		2/22/2023 CC Drawn By: EB/JC Approved By: JR Job No: 21350 Scale: AS SHOWN Date: 2/22/2023		
SHEET No. C27 OF 42				



MATCH LINE
SEE SHEET C29

GUARDRAIL SEGMENT 18 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



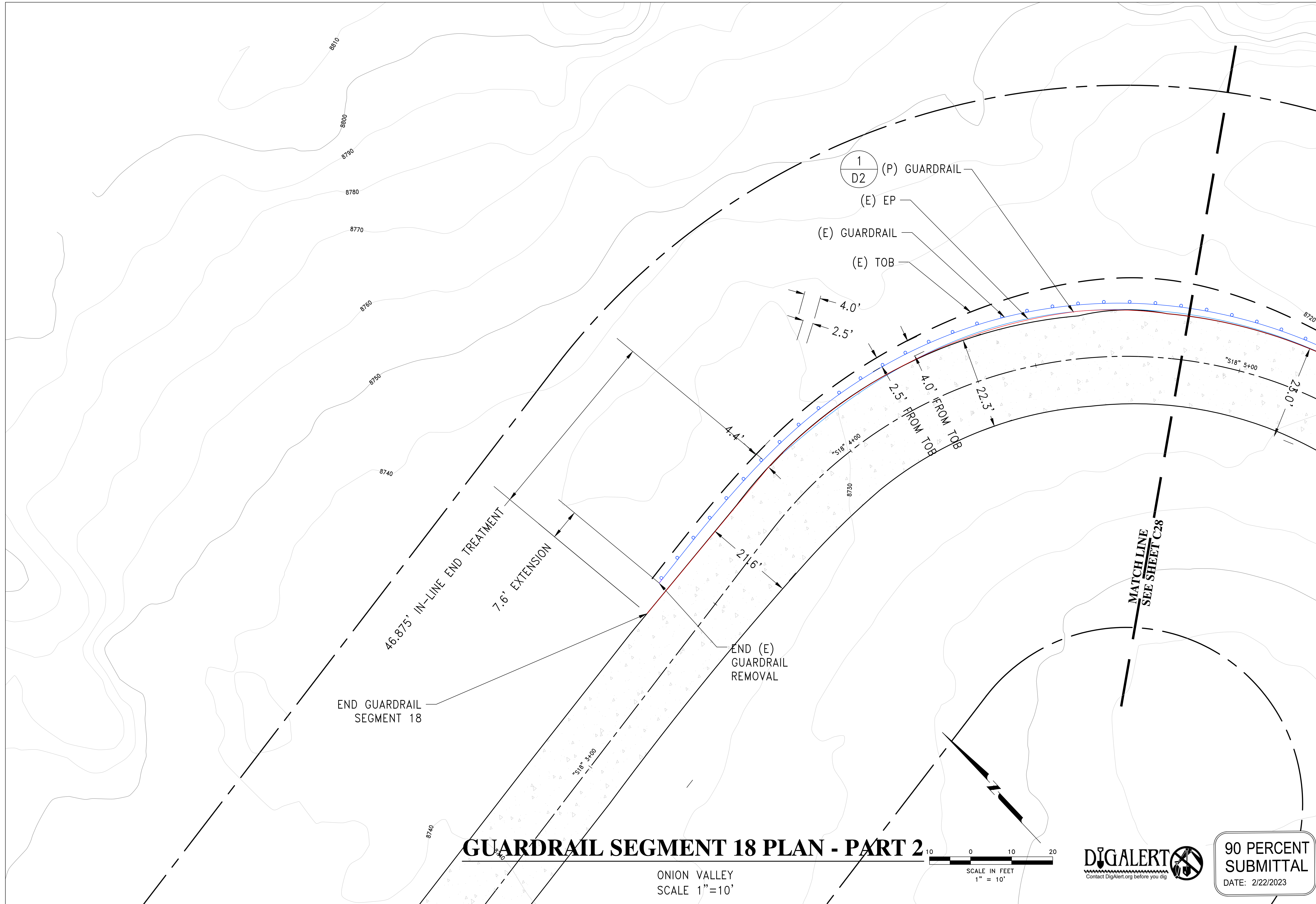
**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

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GUARDRAIL SEGMENT 18 PLAN - PART 1
 INYO COUNTY
 ONION VALLEY GUARDRAIL
 INYO COUNTY CA

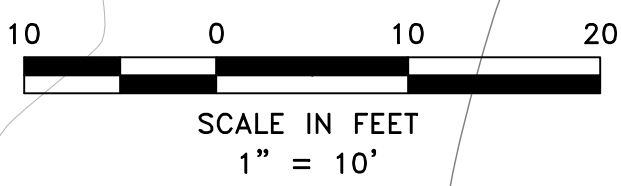
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023
 Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
SHEET No.
C28 OF 42



GUARDRAIL SEGMENT 18 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'

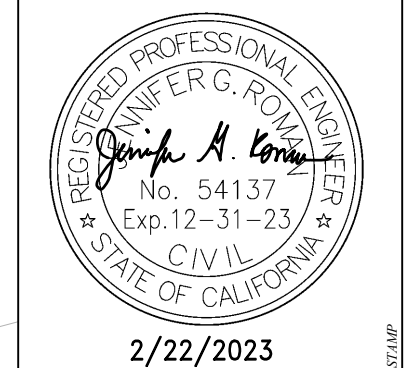


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DATE: 2/22/2023

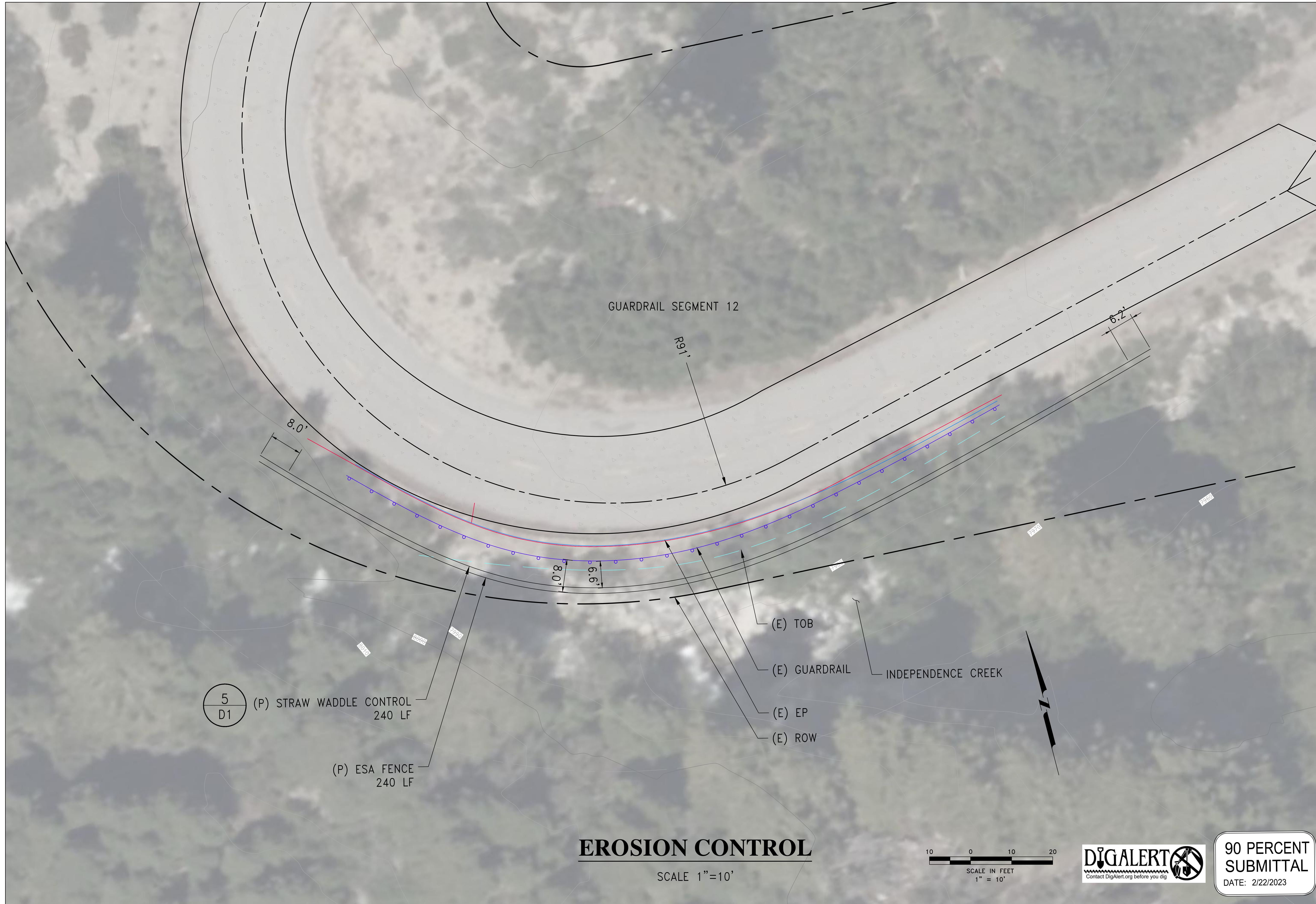
No.	Date	REVISIONS	BY	APPD
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GUARDRAIL SEGMENT 18 PLAN - PART 2
PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY CA

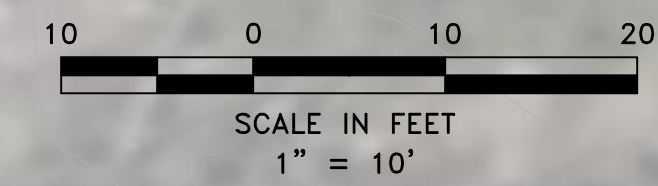
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
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Designed: CC
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Approved By: JR
Job No: 21350
Scale: AS SHOWN
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SHEET No.
C29 OF 42



EROSION CONTROL
SCALE 1"=10'

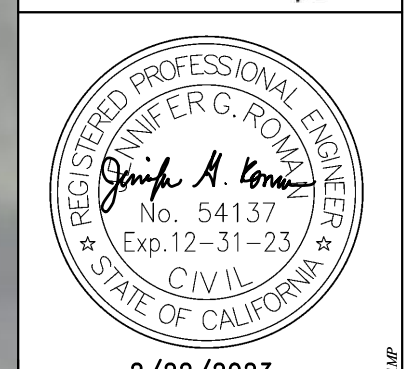


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DATE: 2/22/2023

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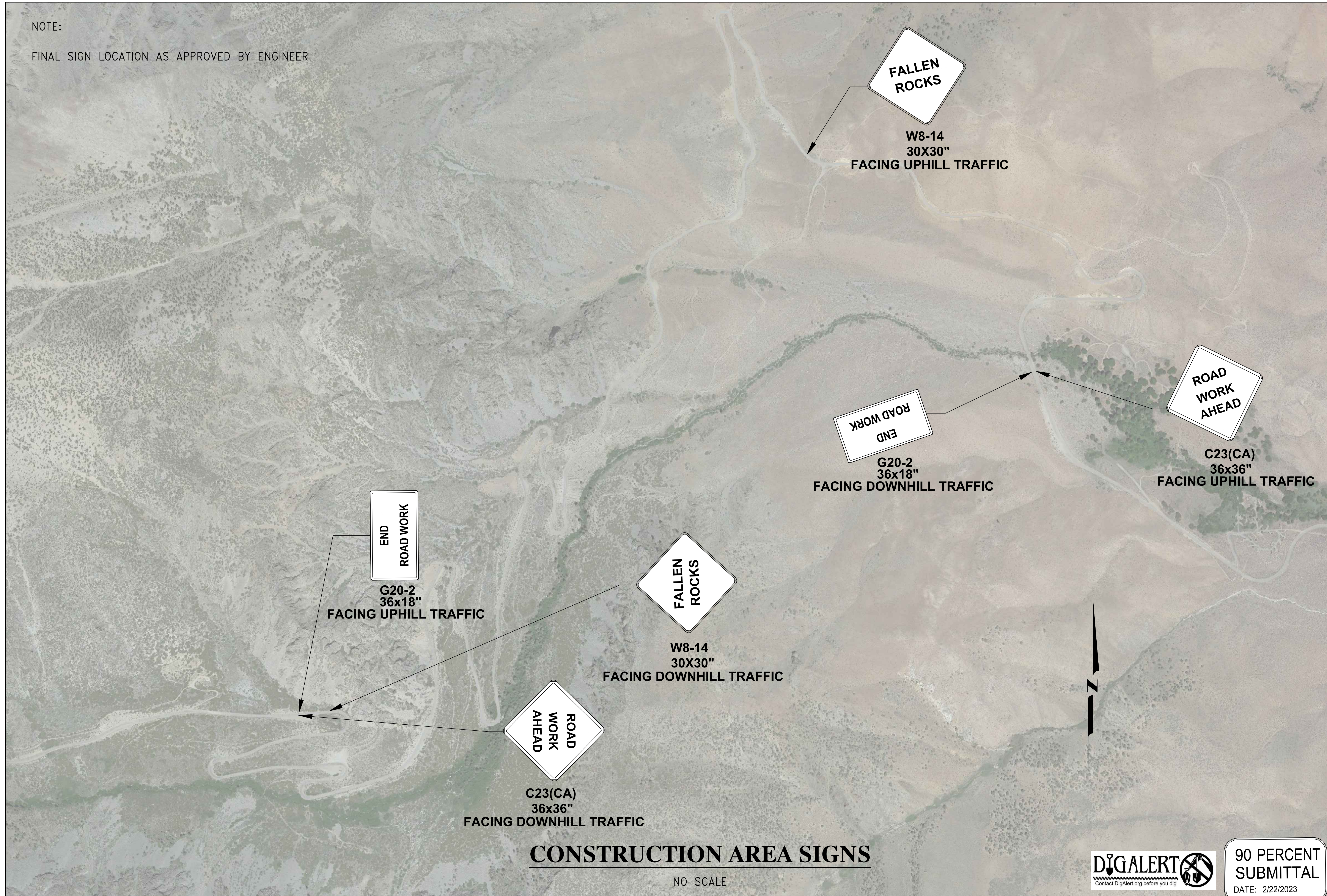
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PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 226-5049
FAX: (775) 828-7221



Designed: 2/22/2023
Drawn By: CC
Approved By: EB/JC
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No. **ES1 OF 42**

NOTE:
FINAL SIGN LOCATION AS APPROVED BY ENGINEER



CONSTRUCTION AREA SIGNS

NO SCALE

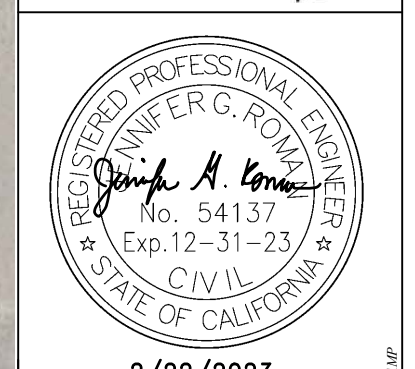


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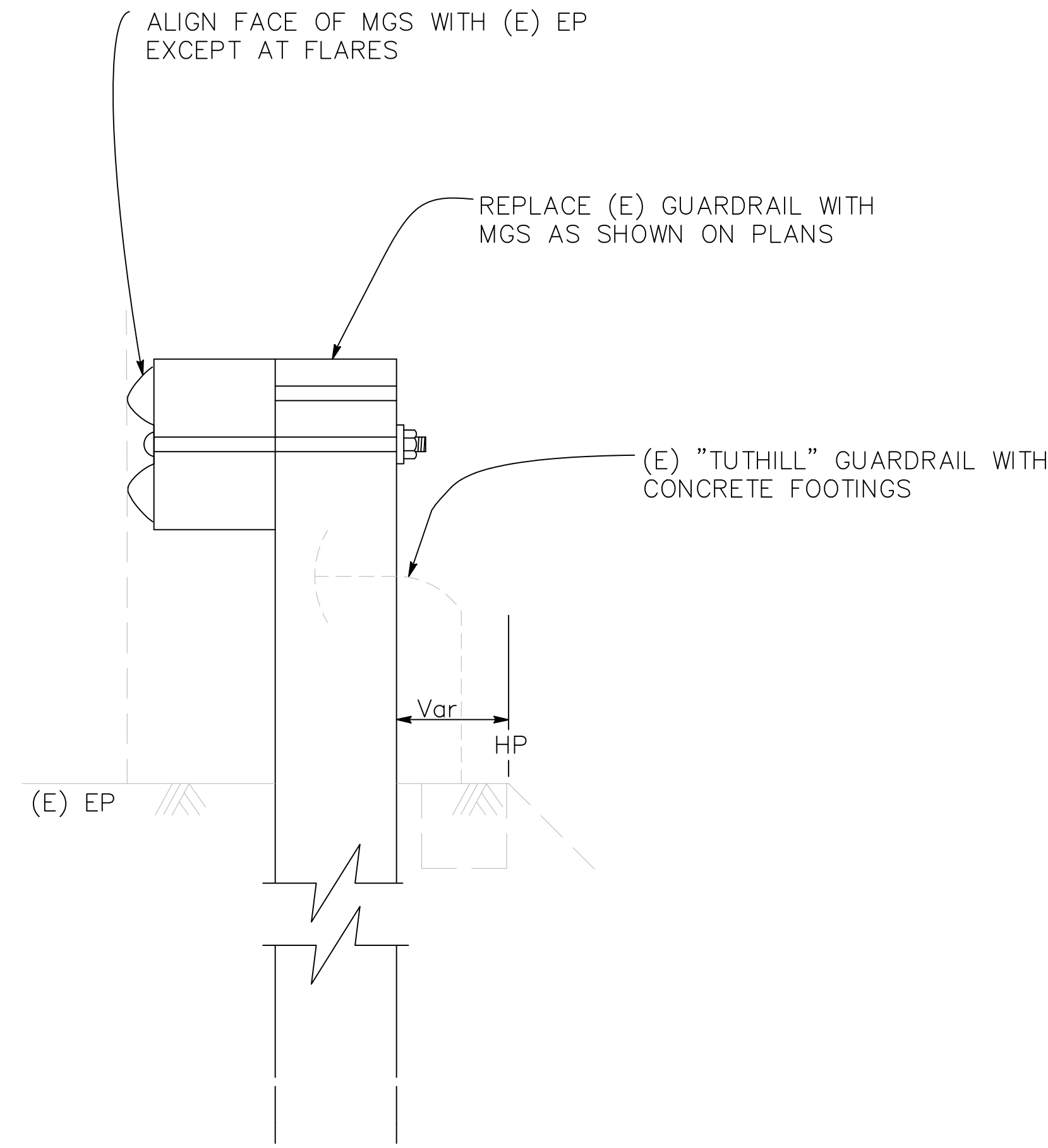
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PROJECT: **INYO COUNTY
UNION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

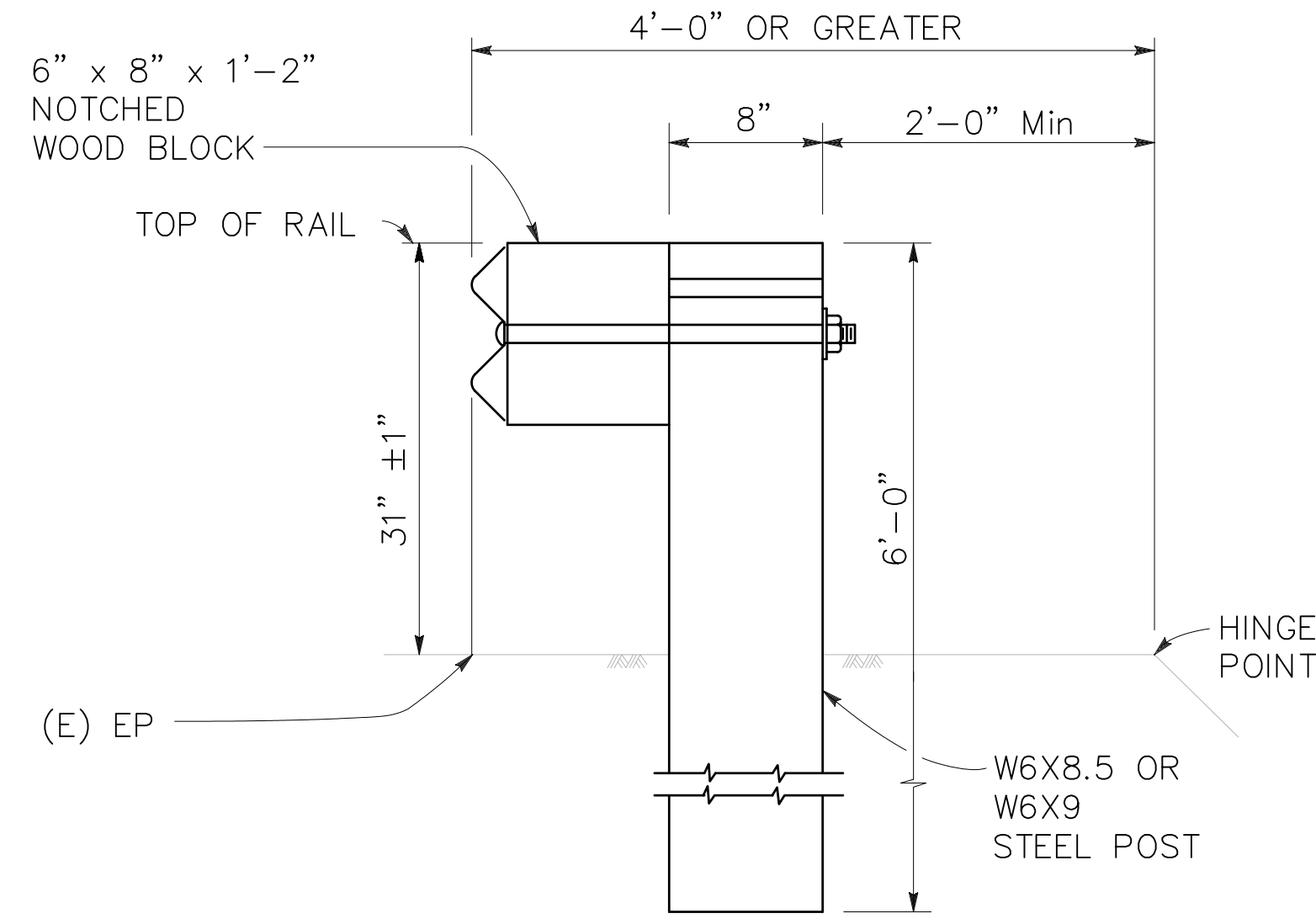


2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
CS1 OF 42

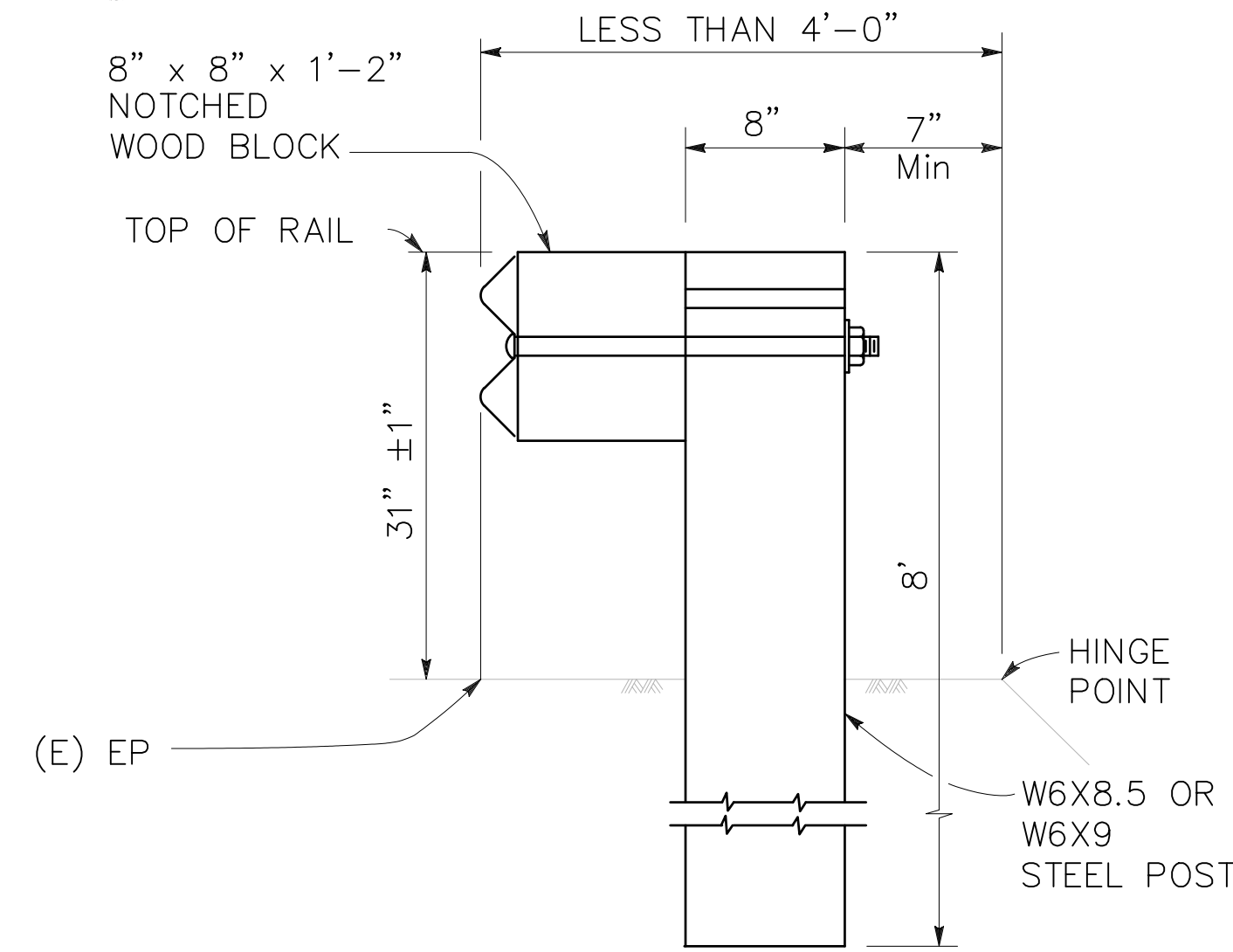
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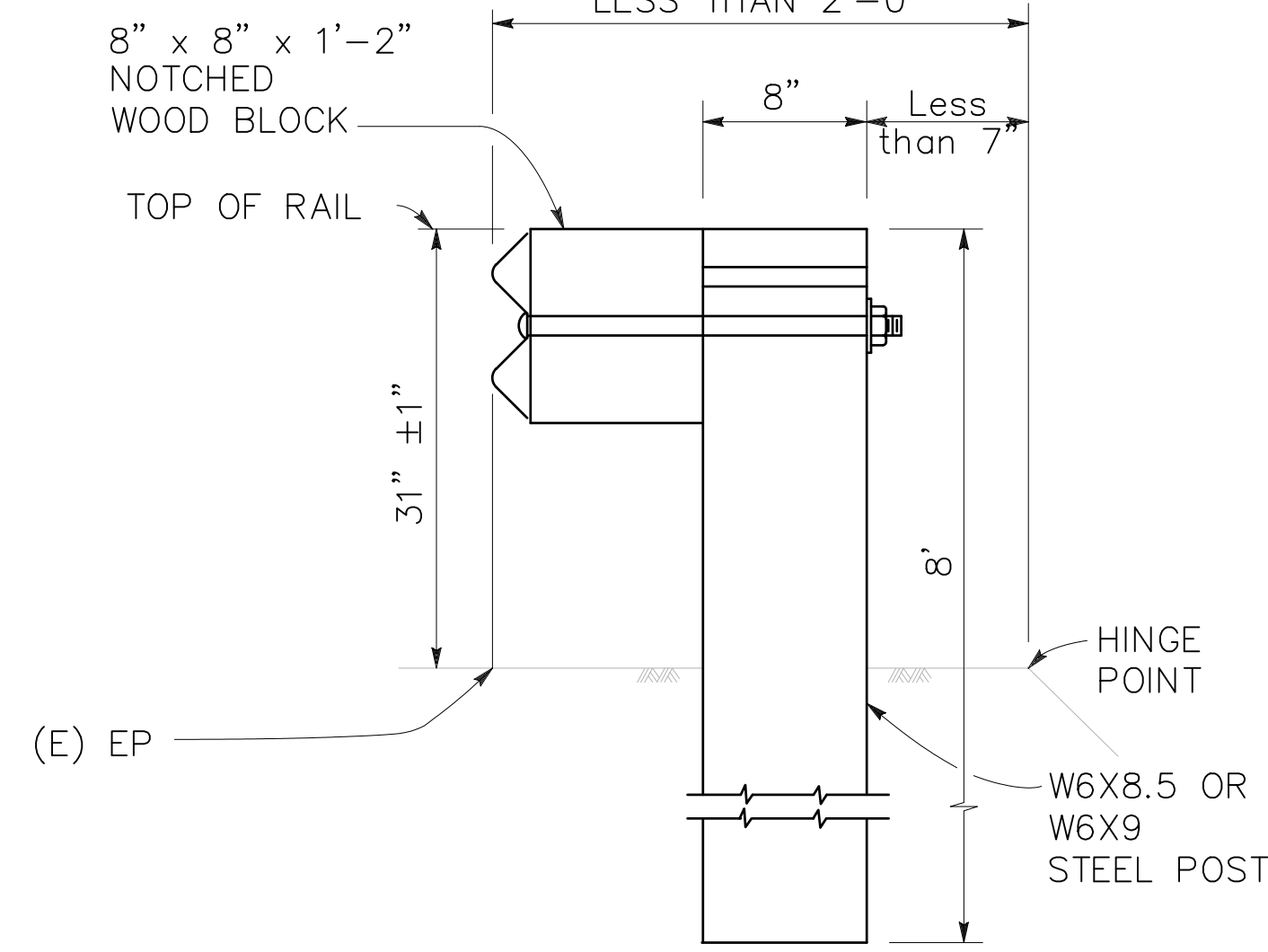
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D1
MGS INSTALLATION DETAIL
SCALE: N.T.S.



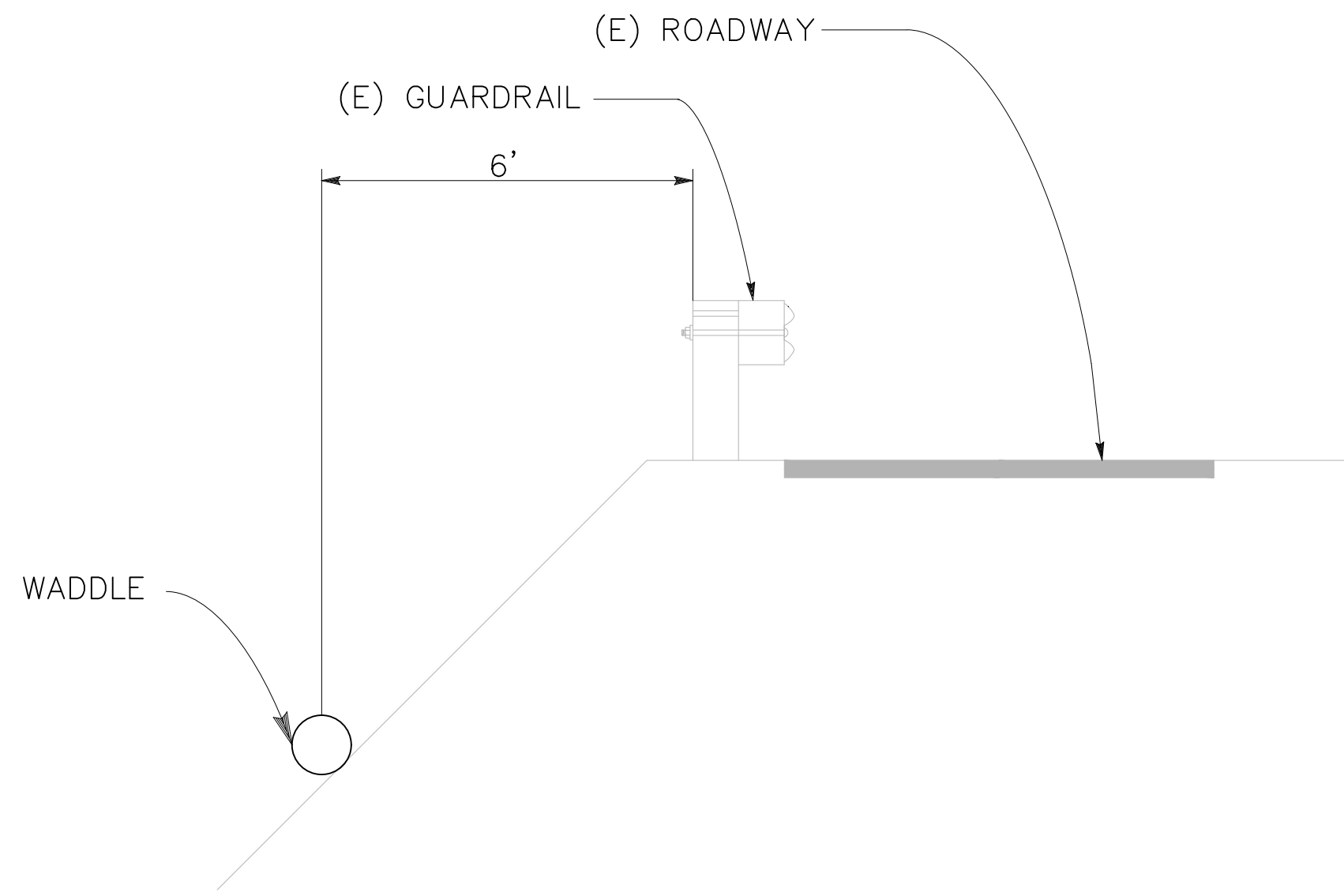
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D1
TYPICAL ROADWAY INSTALLATION
SCALE: N.T.S.



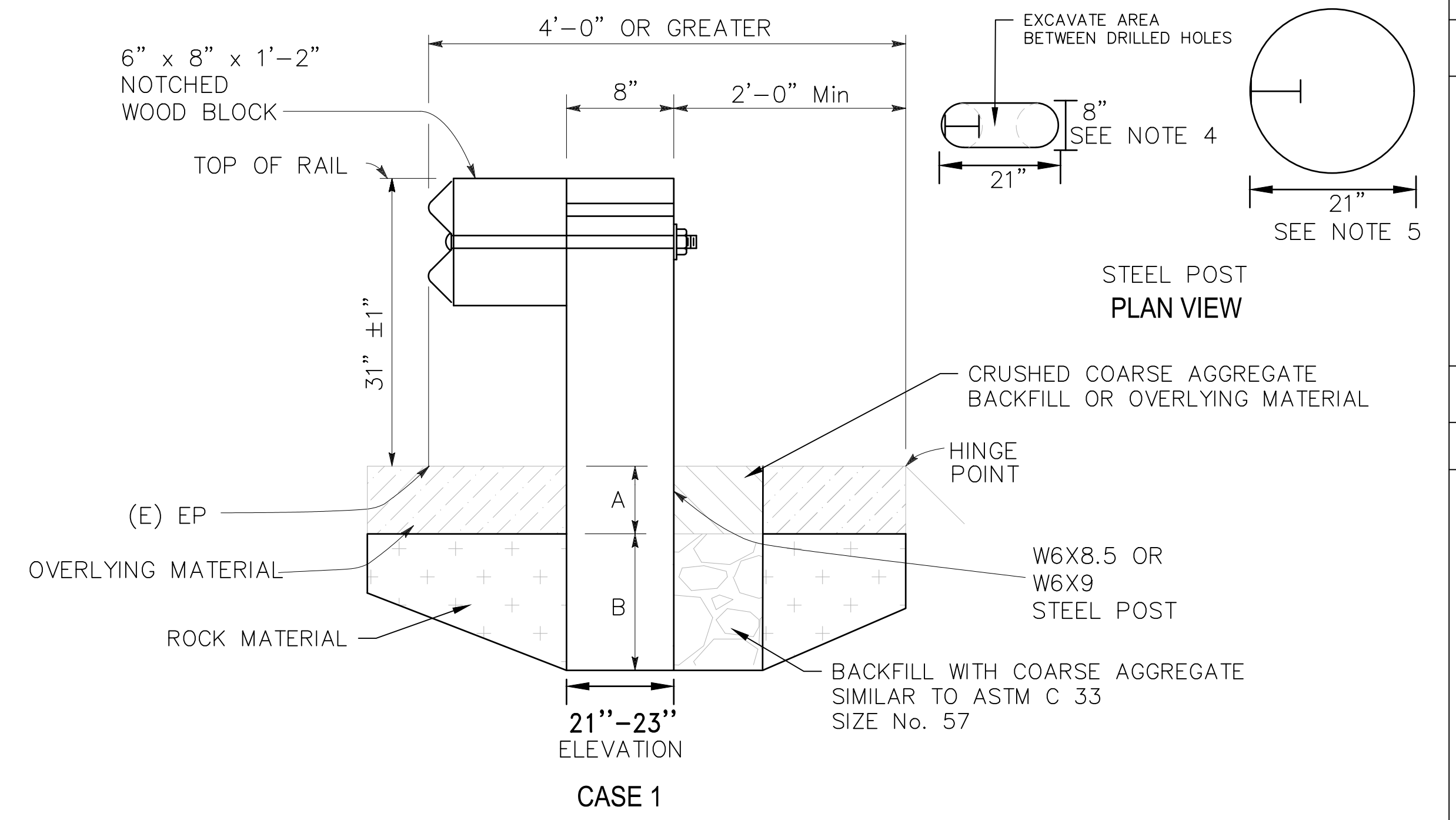
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D1
NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



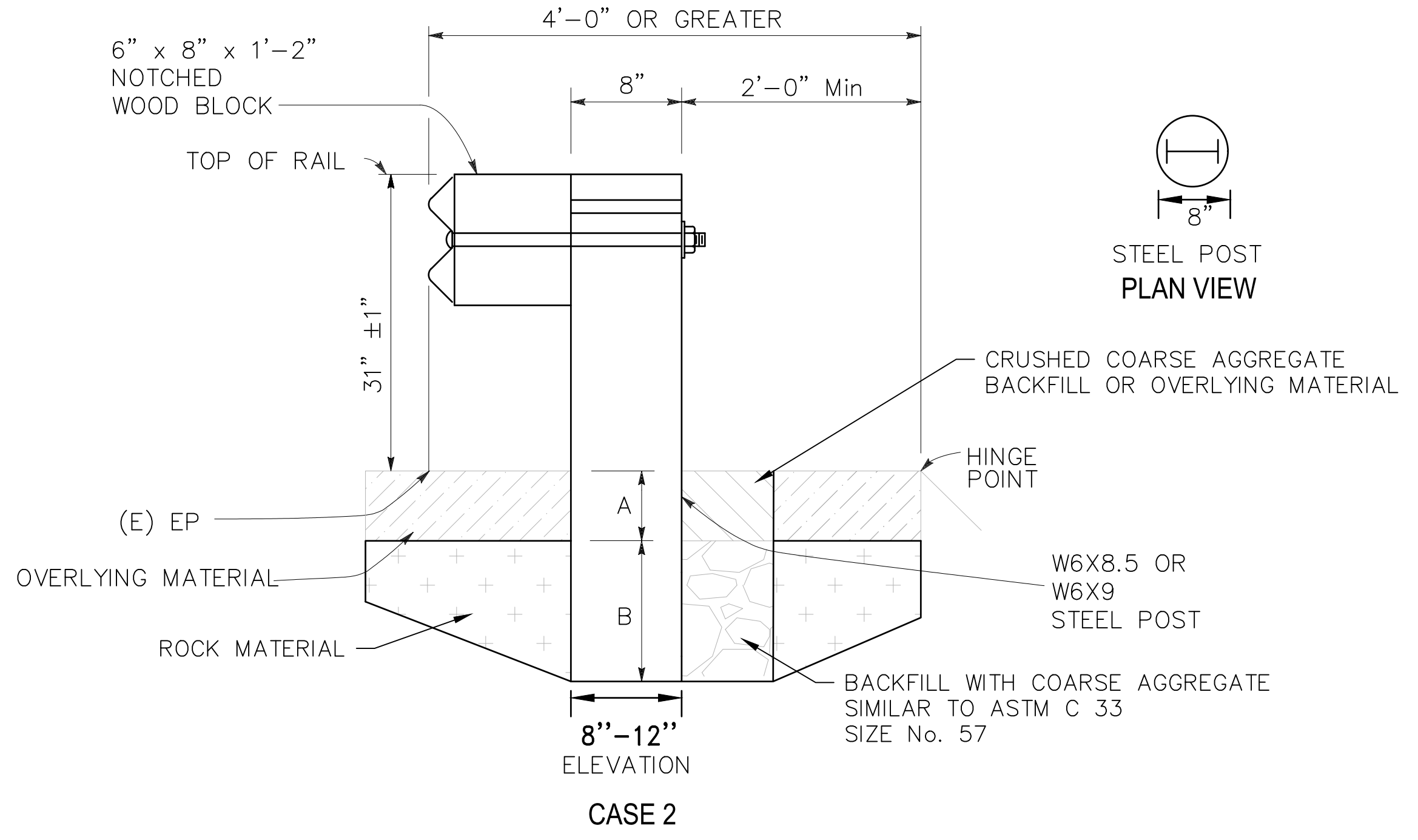
4
D1
SUB-NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



5
D1
WADDLE INSTALLATION
SCALE: N.T.S.



CASE 1



CASE 2

6
D1
POST EMBEDMENT INTO ROCK
SCALE: N.T.S.

A = DEPTH OF SOIL OVER ROCK FORMATION.
B = DEPTH OF EMBEDMENT INTO ROCK FORMATION.

NOTES

- UNLESS OTHERWISE SPECIFIED USE EITHER THE CIRCULAR OR THE OBLONG HOLE CONFIGURATION FOR CASE 1 CONDITIONS.
- CRUSHED COARSE AGGREGATE BACKFILL CONFORMS TO COARSE AGGREGATE FOR CONCRETE.
- CRUSHED COARSE AGGREGATE ACCORDING TO THE POST REQUIREMENTS.
- THIS WIDTH MAY BE INCREASED TO 15" TO ACCOMMODATE CONSTRUCTION TOLERANCES.
- 2" DIAMETER HOLE MAY BE USED.



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DATE: 2/22/2023

BY	APPD				
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TITLE: **DETAILS - MGS INSTALLATION DETAIL**

PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**

INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

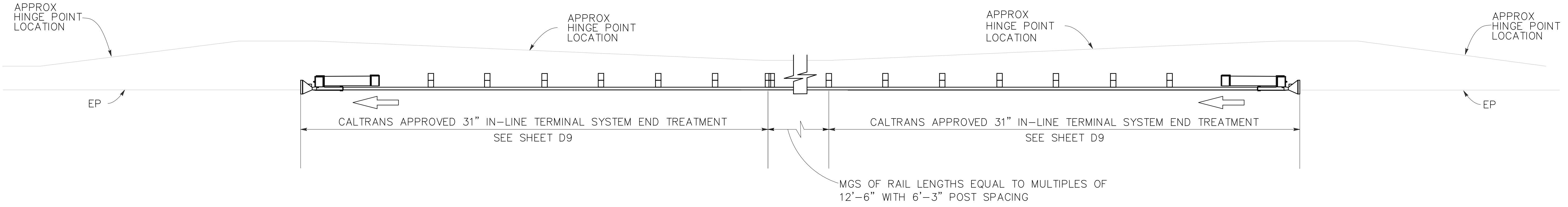
REGISTERED PROFESSIONAL ENGINEER
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

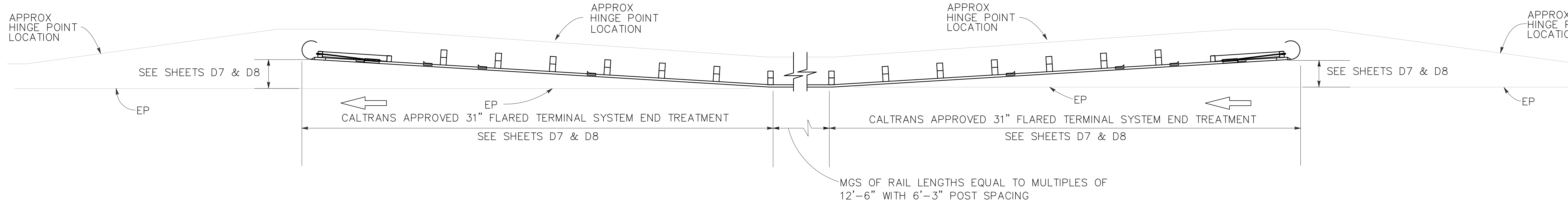
D1 OF 42

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1
D2 TYPE 11D OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with 31" in-line end treatment at each end of railing)



2
D2 TYPE 11E OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with 31" in-line end treatment at each end of railing)

BY	REVISIONS	Date	No.
APPD			1
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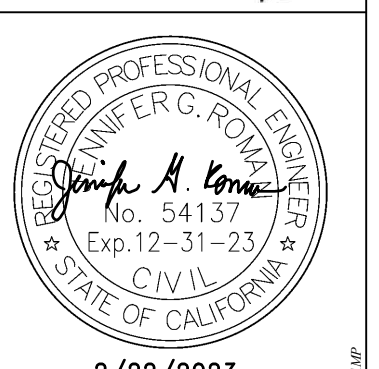
DETAILS - LAYOUTS - PART 1

INYO COUNTY
UNION VALLEY GUARDRAIL

TITLE PROJECT INYO COUNTY CA

EASTERN SIERRA ENGINEERING

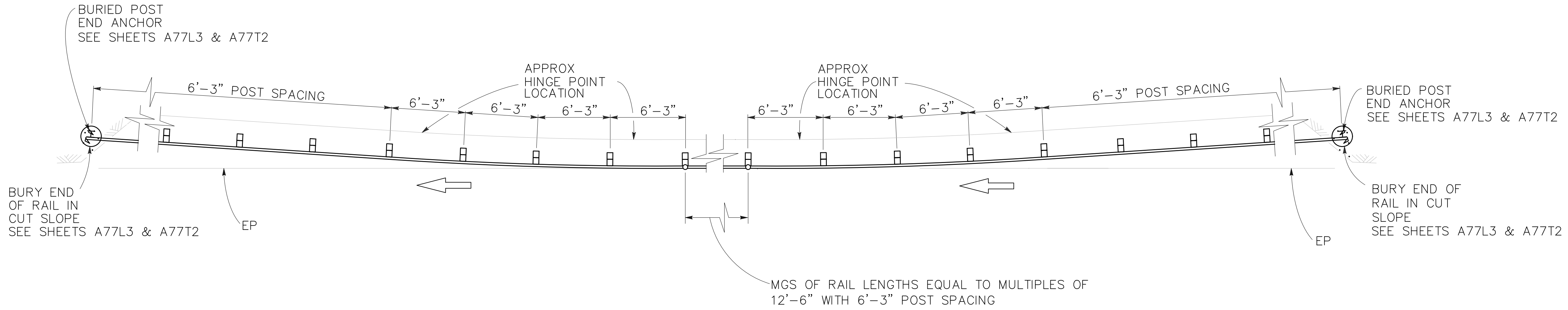
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023



90 PERCENT SUBMITTAL
DATE: 2/22/2023



1
D3 TYPE 11F OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with a buried end anchor treatment at each end of railing)

No.	Date	REVISIONS	BY	APPD
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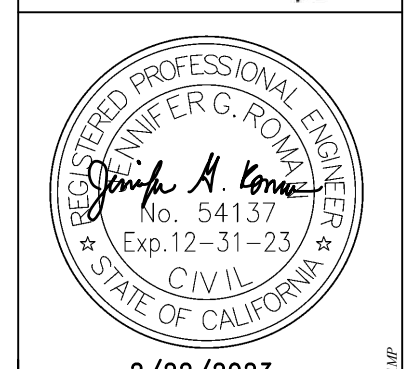
TITLE
DETAILS - LAYOUTS - PART 2

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221



Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023

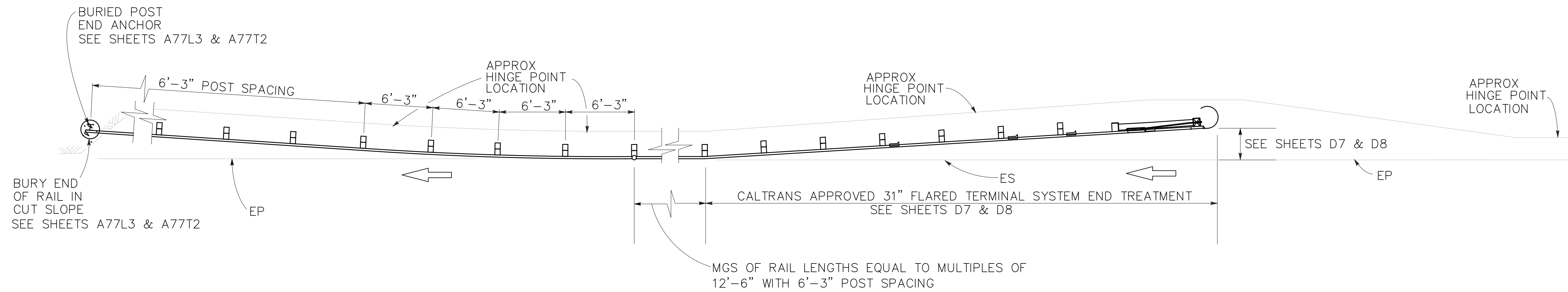
SHEET No.
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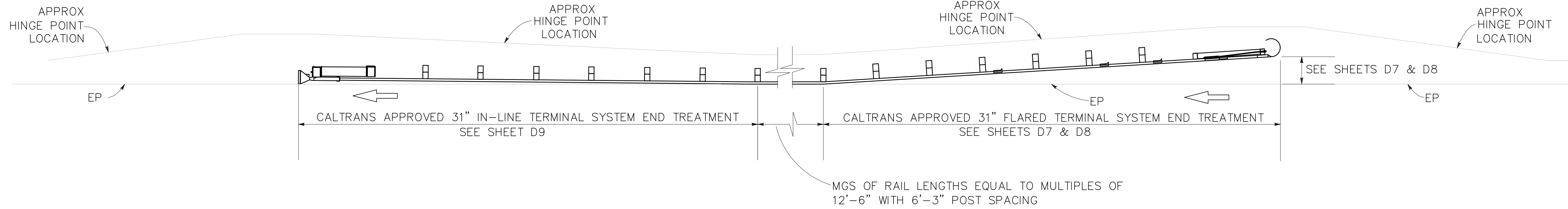
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1 TYPE 11G OV LAYOUT
D4 SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and a buried end anchor treatment at the ends of railing)



2 TYPE 11H OV LAYOUT
D4 SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and 31" in-line end treatment at the ends of railing)

No.	Date	BY	APPD
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DETAILS - LAYOUTS - PART 3	
INYO COUNTY ONION VALLEY GUARDRAIL	
TITLE	PROJECT
INYO COUNTY CA	

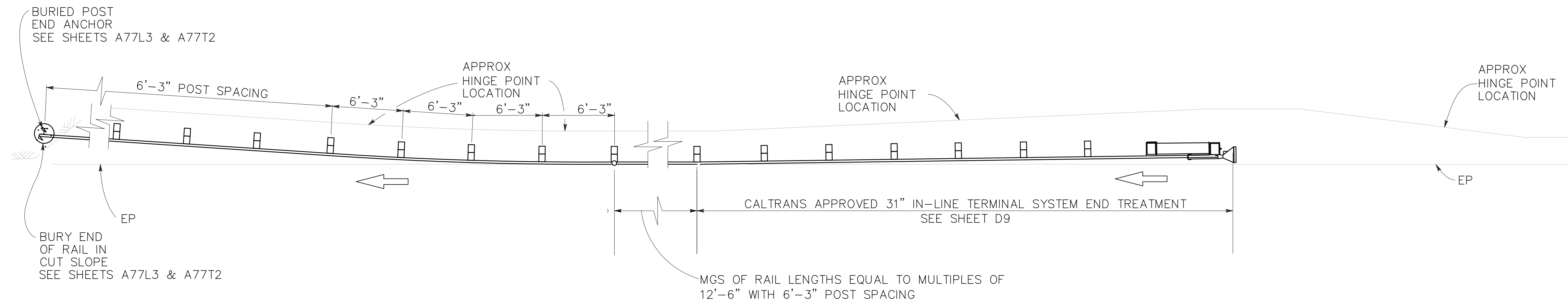
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023

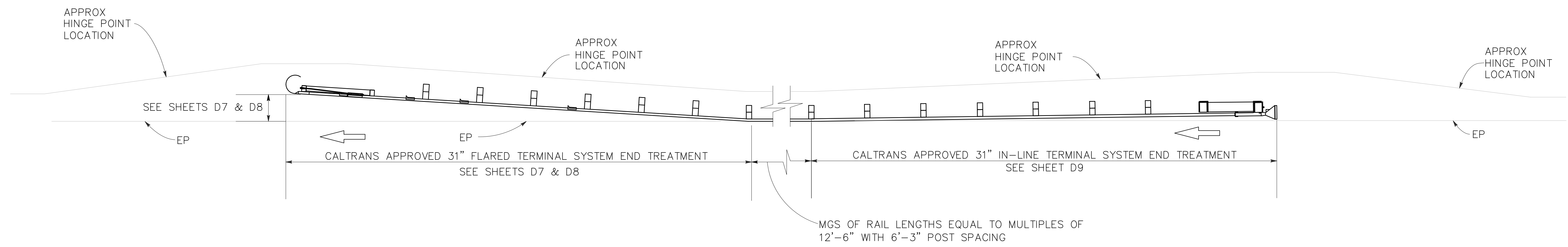


90 PERCENT SUBMITTAL
DATE: 2/22/2023



1
D5 TYPE 11I OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" in-line end treatment and a buried end anchor treatment at the ends of railing)



2
D5 TYPE 11J OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" in-line end treatment and 31" flared end treatment at the ends of railing)

BY	DATE	REVISIONS
APPD		

No.	Date	REVISIONS
1		
2		
3		
4		
5		

TITLE
DETAILS - LAYOUTS - PART 4

PROJECT
INYO COUNTY
UNION VALLEY GUARDRAIL

INYO COUNTY

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
JAMES A. KERR
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

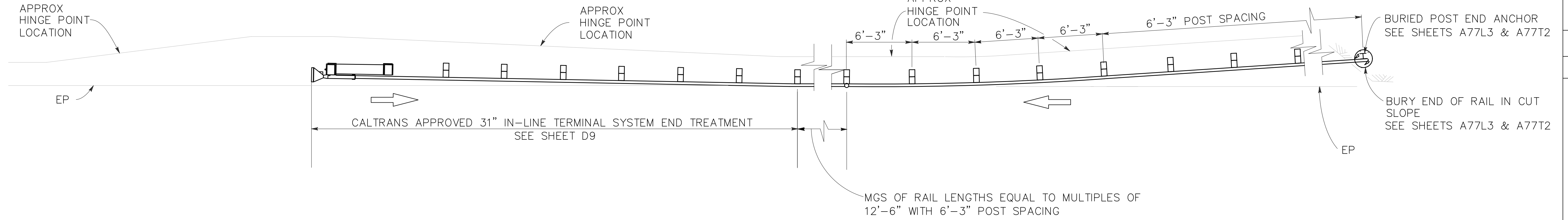
2/22/2023

Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

90 PERCENT SUBMITTAL
DATE: 2/22/2023

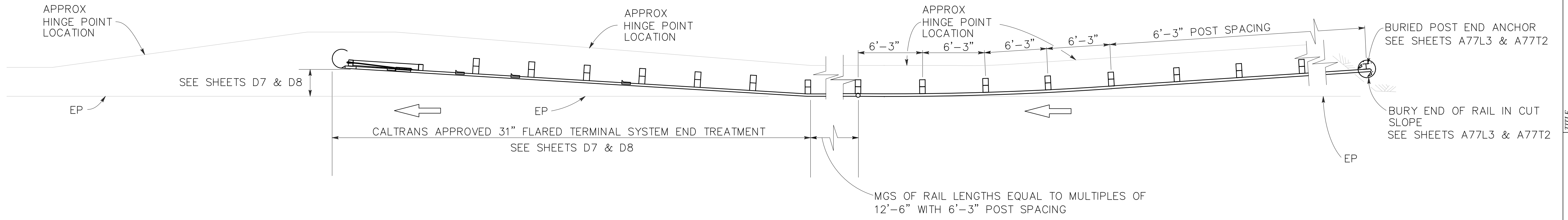
SHEET No.
D5 OF 42





1
D6 TYPE 11K OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with a buried end anchor treatment and a 31" in-line end treatment at the ends of railing)



2
D6 TYPE 11L OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with a buried end anchor treatment and a 31" flared end treatment at the ends of railing)

BY	DATE	REVISIONS
APPD		

No.	Date	REVISIONS
1		
2		
3		
4		
5		

TITLE
DETAILS - LAYOUTS - PART 5

PROJECT
INYO COUNTY
UNION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
G. ROMAN
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

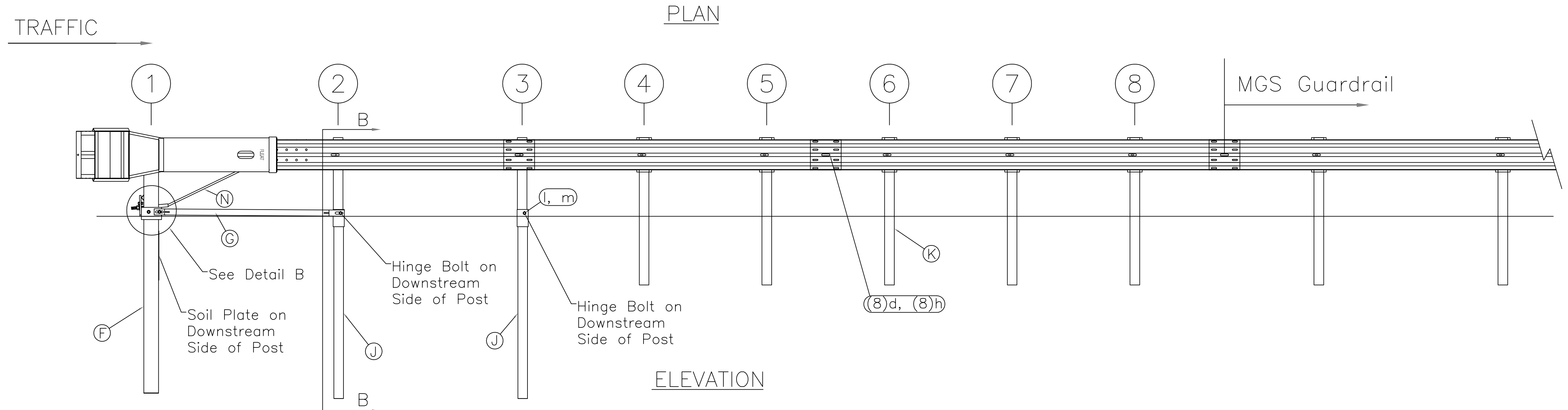
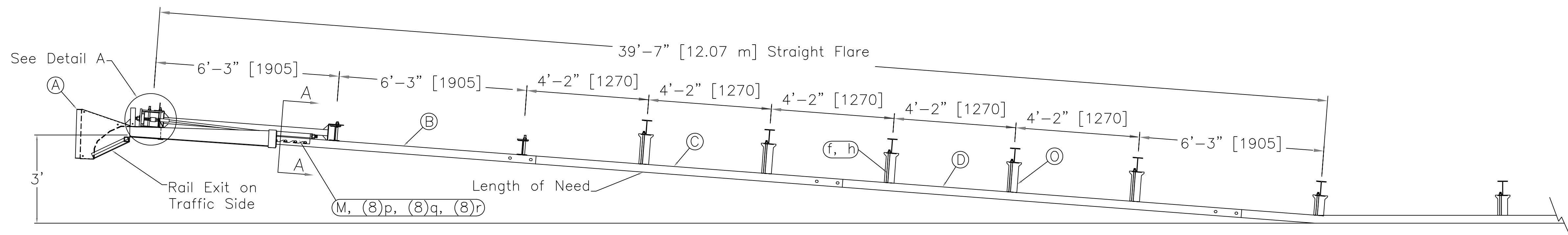
2/22/2023

Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

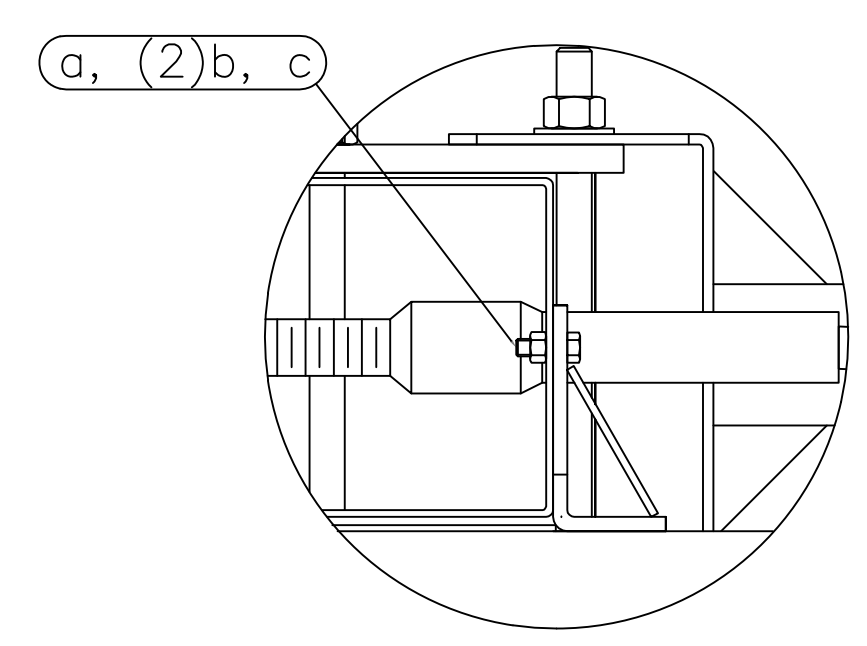
90 PERCENT SUBMITTAL
DATE: 2/22/2023

SHEET No.
D6 OF 42

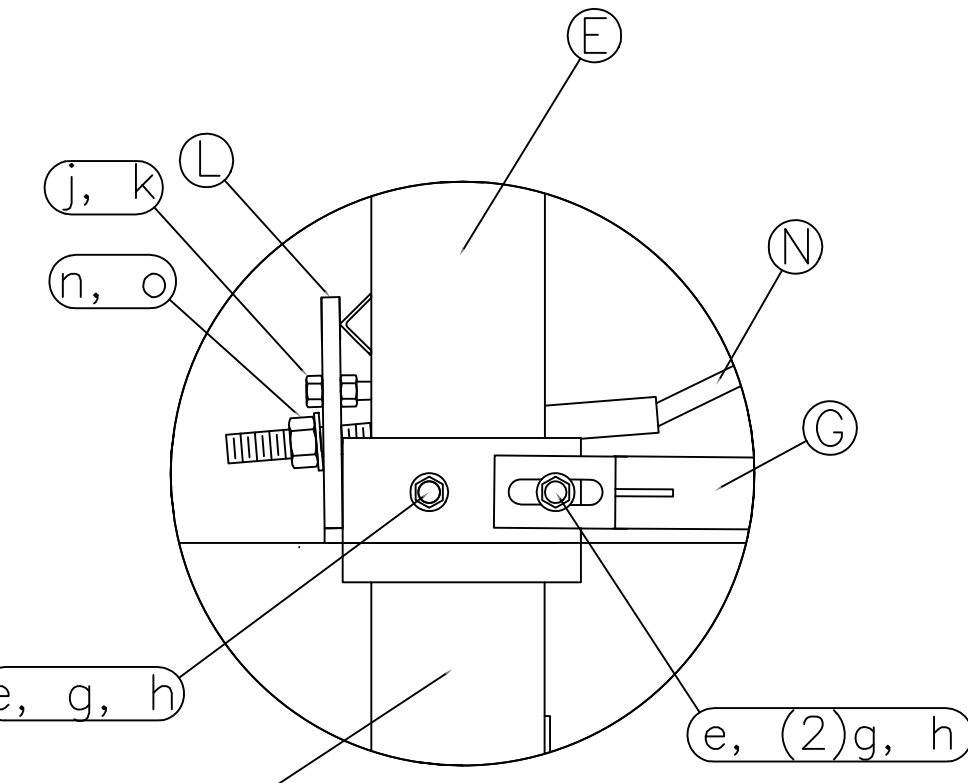




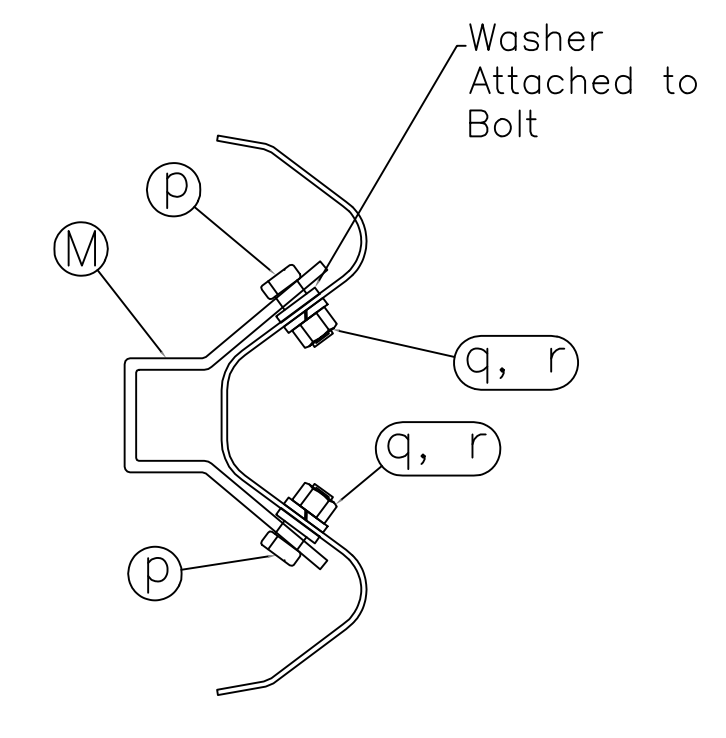
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	MF3000
B	1	FLEAT ANCHOR RAIL 12'-6"	SF1303
C	1	FLEAT SECOND RAIL 10'-5"	F1324
D	1	FLEAT THIRD RAIL 13'-6 1/2"	F1334
E	1	FIRST POST TOP (6X6 3/4" Tube)	MP1A
F	1	FIRST POST BOTTOM (6" W6X15)	MP1B
G	1	GROUND STRUT	MS785
H	2	HINGE POST UPPER	MHP2A
J	2	HINGED POST LOWER	HP2B
K	5	STEEL LINE POST 6'	P621
L	1	MASH BEARING PLATE	ME750
M	1	CABLE ANCHOR BOX	S760
N	1	BCT CABLE ANCHOR ASSEMBLY	E770
O	5	RECYCLED PLASTIC BLOCK OR EQUIV.	P618
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	18	5/8 x 1 1/4 SPLICE BOLT	B580122
e	2	5/8 x 9 HEX BOLT GRD 5	B580904A
f	5	5/8 x 14 H.G.R. BOLT	B581402
g	3	5/8 WASHER	W050
h	25	5/8 H.G.R. NUT	N050
j	1	5/8 x 5" BOLT FULL THREAD GRD A449	B580504A
k	1	5/8 HEX NUT	N055
l	2	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
m	2	3/4 HEX NUT	N030
n	2	1 ANCHOR CABLE HEX NUT	N100
o	2	1 ANCHOR CABLE WASHER	W100
p	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
q	8	1/2 STRUCTURAL NUT	N012A
r	8	1/2 STRUCTURAL WASHER	W012A



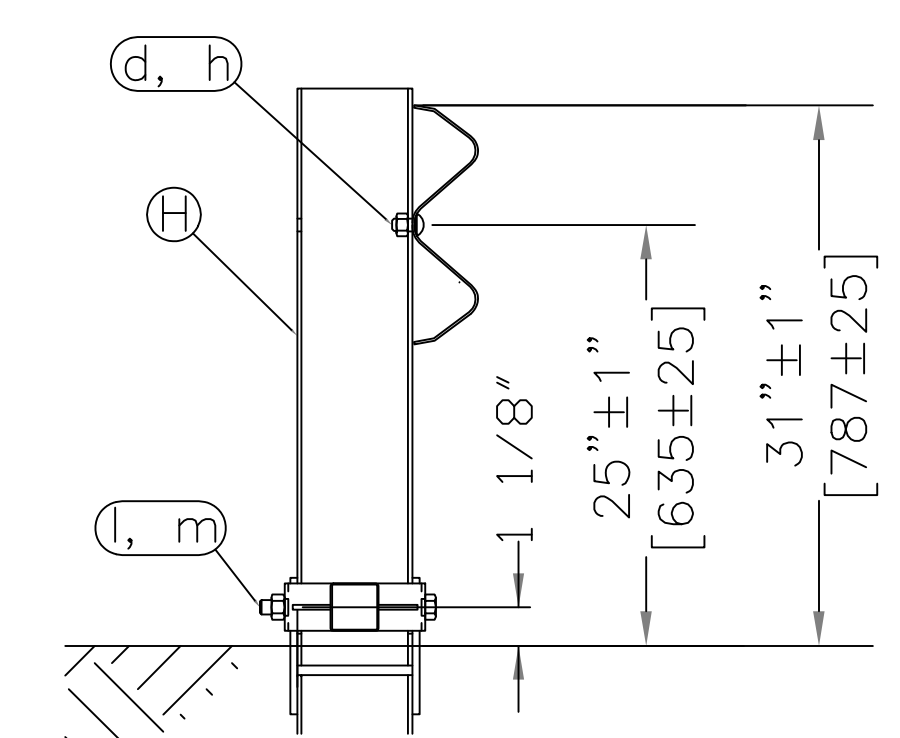
Detail A
Impact Head Connection



Detail B
Post #1 Connection



SECTION A-A
Anchor Bracket



SECTION B-B
Post #2

- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1, 2 & 3 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
 - The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" Ø post hole, 20 in. deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

1
D7
FLARED END TREATMENT 12" BLOCKS
SCALE: N.T.S.



MASH FLEAT Terminal 12" Blocks TL-3 Standard Post System	Sheet: 1
	Date: 04/10/19
	By: JRR
	Rev: 0
Drawing Name: MFLT-12	Scale: None



90 PERCENT SUBMITTAL
DATE: 2/22/2023

BY: APPD	REVISIONS	No.	Date
		1	
		2	
		3	
		4	
		5	

TITLE: **DETAILS - RSI MASH FLEAT TERMINAL 12" BLOCKS**

PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**

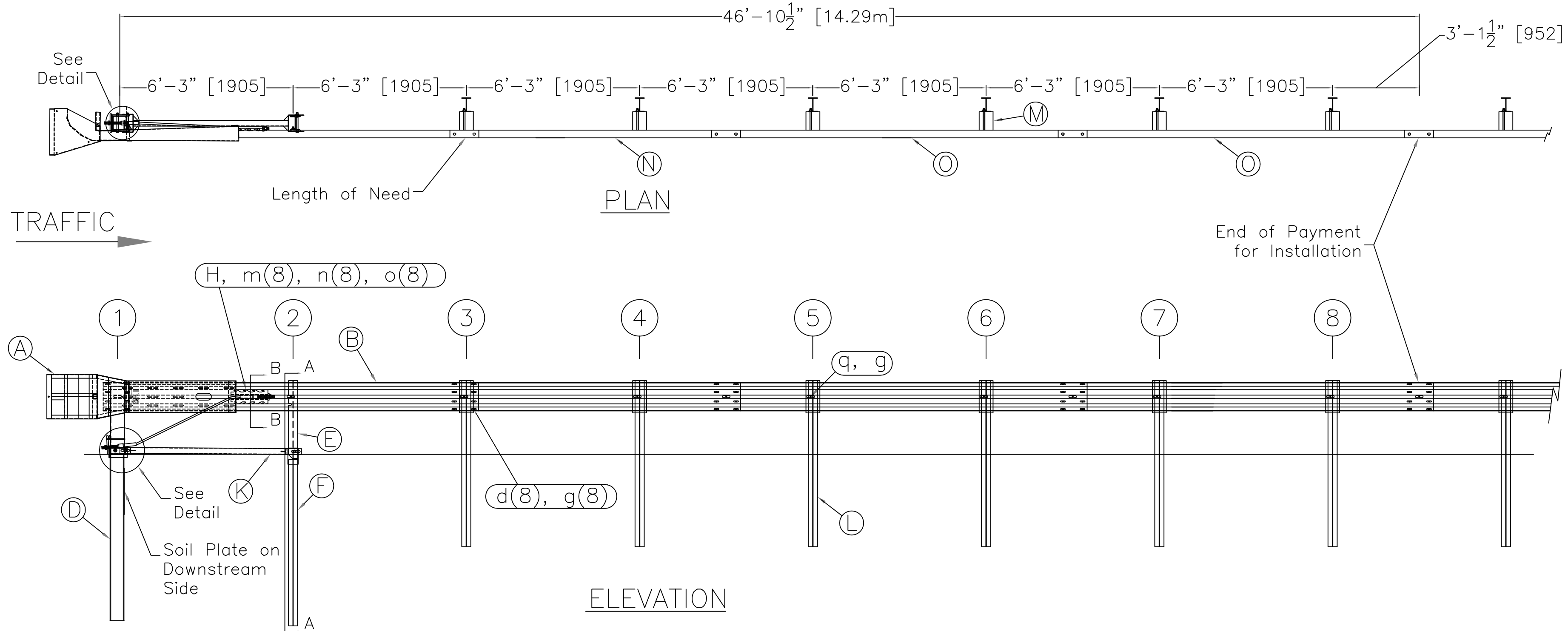
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 226-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023

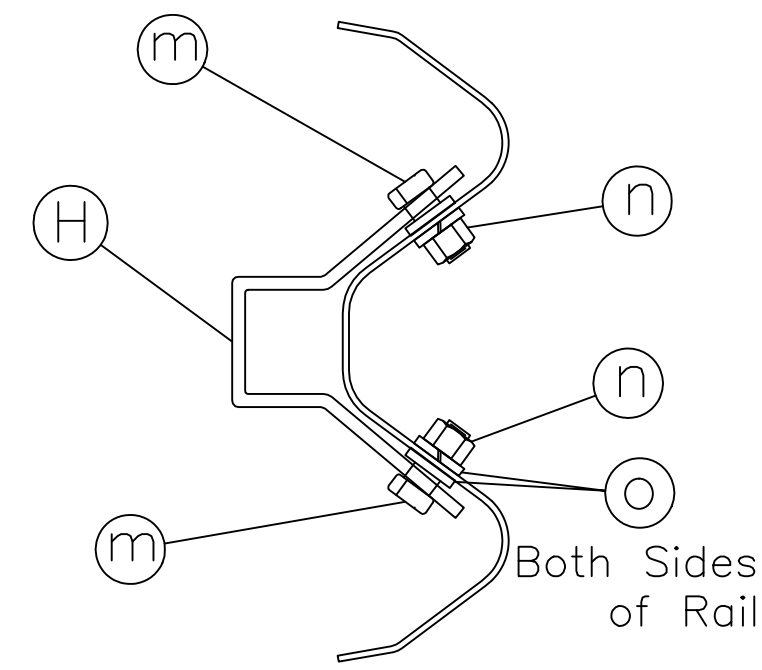
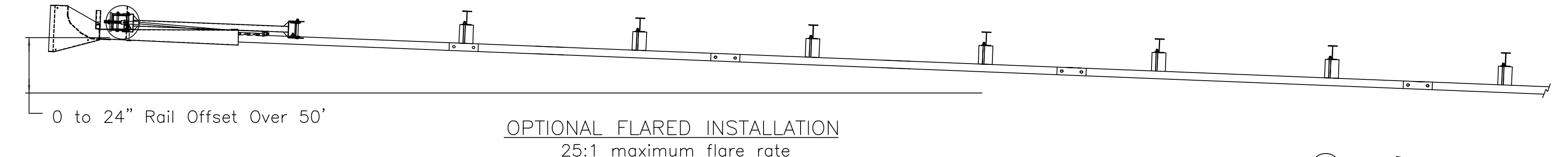
Designed:
Drawn By:
Approved By:
Job No.: 21350
Scale: AS SHOWN
Date: 2/22/2023

SHEET No.
D7 OF 42

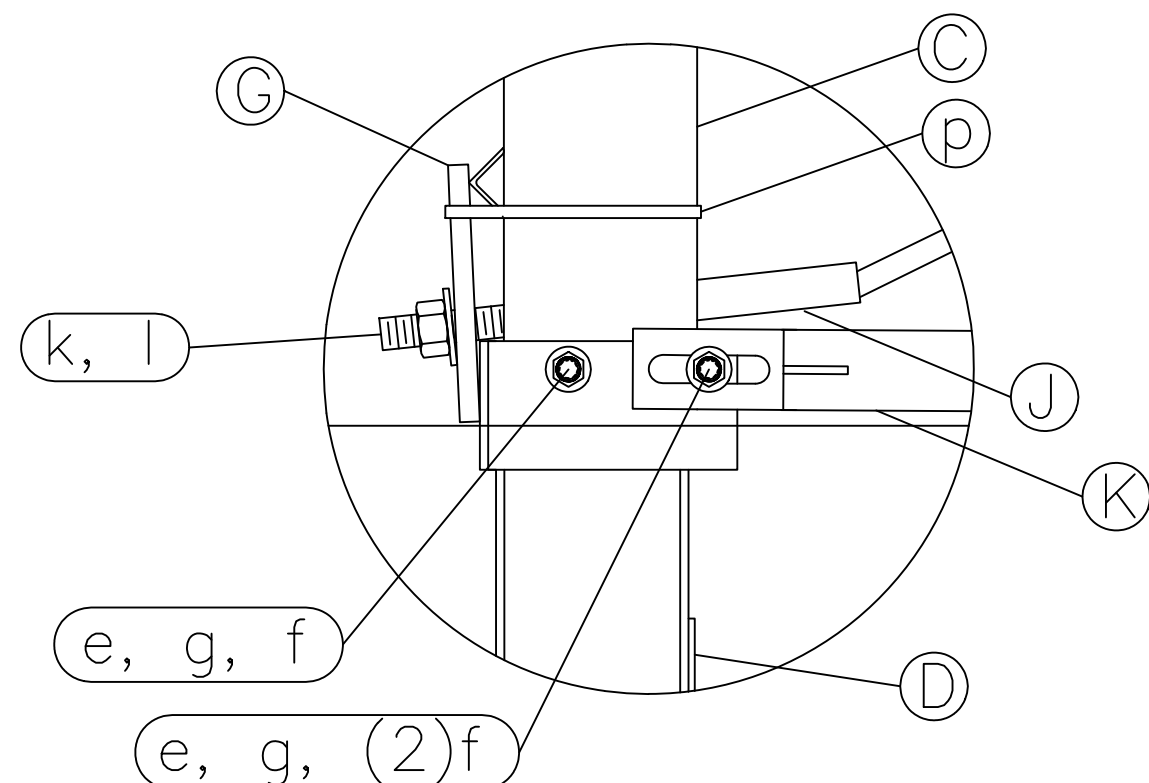


ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12 Ga.	SF1303
C	1	FIRST POST TOP (6X6X $\frac{3}{4}$ " Tube)	MTPHP1A
D	1	FIRST POST BOTTOM (6' W6X15)	MTPHP1B
E	1	SECOND POST ASSEMBLY TOP	UHP2A
F	1	SECOND POST ASSEMBLY BOTTOM	HP2B
G	1	BEARING PLATE	E750
H	1	CABLE ANCHOR BOX	S760
J	1	BCT CABLE ANCHOR ASSEMBLY	E770
K	1	STRUT	MS785
L	6	6x9 (6x8.5) STEEL POST	P621
M	6	RECYCLED PLASTIC BLOCK OR EQUIV.	CSP-14
N	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	G12025
O	2	W-BEAM MGS RAIL SECTION (12'-6")	G1203A
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	25	5/8 Dia. x 1 1/4 SPLICE BOLT (POST #2)	B580122
e	2	5/8 Dia. x 9 HEX BOLT A449	B580904A
f	3	5/8 WASHER	W050
g	33	5/8 Dia. H.G.R. NUT	N050
h	1	3/4 Dia. x 8 1/2 HEX BOLT GRD A449	B340854A
j	1	3/4 Dia. HEX NUT	N030
k	2	1 ANCHOR CABLE HEX NUT	N100
l	2	1 ANCHOR CABLE WASHER	W100
m	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
n	8	1/2 STRUCTURAL NUT	N012A
o	8	1/2 STRUCTURAL WASHER	W012A
p	1	BEARING PLATE RETAINER TIE	CT-100ST
q	6	5/8" x 10" H.G.R. BOLT	B581002

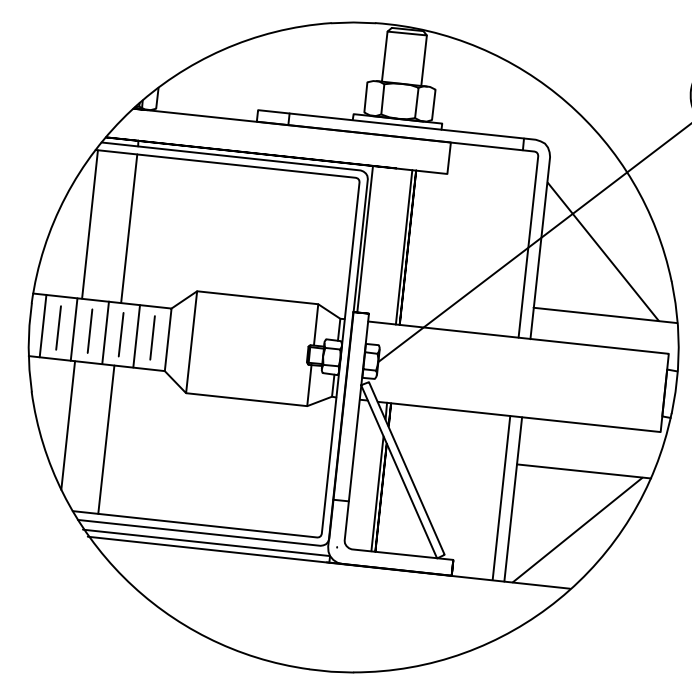
- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1 & 2 shall not protrude more than 4 in [100] above the ground (measured along a 5' [1.5m] cord longitudinal to the system). Site grading may be necessary to meet this requirement.
 - The lower section of the hinged post should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" [300] Ø post hole, 20 in. [500] deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" [60] deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.



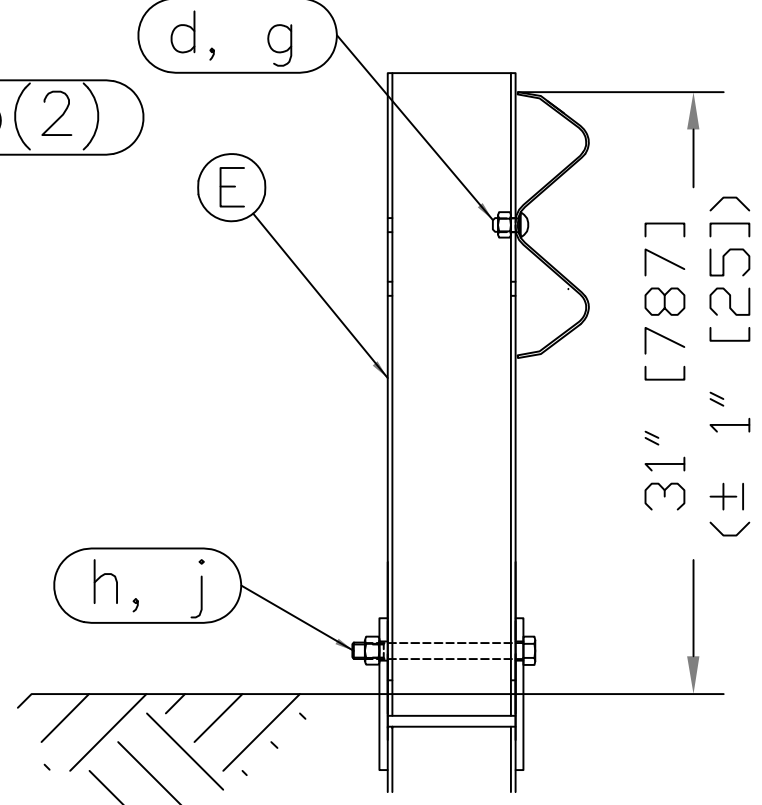
SECTION B-B
Anchor Bracket



Post #1 Connection Detail



Impact Head Connection Detail



SECTION A-A
Post #2

1 IN-LINE END TREATMENT 8" BLOCKS
D9 SCALE: N.T.S.

Big Spring, TX
Phone: 432-263-2435
or Phone: 330-346-0721

MSKT-SP-MGS Terminal (8" Blocks) Test Level 3

Drawing Name: MSKT-SP-MGS8 Scale: None

Sheet: 1

Date: 05/20/17

By: JRR

Rev: M



90 PERCENT SUBMITTAL
DATE: 2/22/2023

REV	BY	DATE	REVISIONS

DETAILS - MSKT-SP-MGS TERMINAL 8" BLOCKS

INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

2/22/2023

DESIGNED: [Signature]

DRAWN BY: [Signature]

APPROVED BY: [Signature]

JOB NO: 21350

SCALE: AS SHOWN

DATE: 2/22/2023

SHEET No.

D9 OF 42

ADDENDUM NO. 1

TO THE SPECIFICATIONS FOR

HSIP Onion Valley Road Guardrail Project

August 2nd, 2023

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Add Engineer's Estimate:

- Please find attached the Engineer's Estimate as prepared by Eastern Sierra Engineering.

Add Tentative Start Date:

- October 2nd, 2023 – This project covers a large elevation differential, from approximately 8700' ASL to 6544' ASL. Some of the lower guardrail segments could be installed in the late Fall. The concrete moment slab at Segment 10 will need to be constructed in the Spring 2024. Inyo County Public Works controls the road opening date. Segment 10 work will need to start ASAP after that segment is clear of snow.

Mobilizations:

- This project will require two mobilizations, one in the Fall of 2023 and one in the Spring of 2024, with a winter shut-down. Please include the costs for two mobilizations.

Segment 10 Moment Slab:

Only Option 2 Moment Slab is to be bid in this package. This option will cover the full width of the roadway. The transverse rebar will need to be full width in order for the moment slab to carry the load at the slope side. This will require a complete road closure in the Spring of 2024 until the concrete has reached design strength. The plan view of the moment slab is shown on Sheet C19 is shown to be 82.75' x 25'.

There are other questions that have been asked regarding the wood blocking and the steel posts. I will send out an Addendum #2 as soon as I have clarification from the designer.

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the HSIP **Onion Valley Guardrail Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: August 2nd, 2023

Onion Valley Guardrail
Engineers Estimate - 90%

Last Updated: 2/23/2023

Bid Item No.	Description	Unit	Qty	Unit	Total Amount
1	Mobilization	LS	1	\$40,000.00	\$40,000.00
2	Demolish Existing Guardrail, Posts, and Conflicting or Exposed Footings	LF	4,400	\$14.50	\$63,800.00
3	Remove Asphalt Concrete Pavement	SF	4,300	\$8.00	\$34,400.00
4	Remove AB & Subgrade	CY	300	\$100.00	\$30,000.00
5	Furnish and Install New Midwest Guardrail System	LF	3,760	\$52.00	\$195,520.00
6	Furnish and Install Alternative Flared End Section	EA	12	\$4,900.00	\$58,800.00
7	Furnish and Install Alternative In-Line End Section	EA	16	\$4,900.00	\$78,400.00
8	Furnish and Install Buried Post End Anchor	EA	7	\$2,000.00	\$14,000.00
9	Erosion Control	LS	1	\$20,000.00	\$20,000.00
10	Traffic Control	LS	1	\$20,000.00	\$20,000.00
11	Furnish and Install Signage	EA	8	\$450.00	\$3,600.00
12	Furnish and Install Type L-1 Object Marker	EA	36	\$110.00	\$3,960.00
13	Fine Grading	SF	12,000	\$7.00	\$84,000.00
14	Furnish and Install MGS Delineation	EA	270	\$56.00	\$15,120.00
15	Momentum Slab (Segment 10)	CY	43	\$1,500.00	\$64,500.00
16	Barrier Wall (Segment 10)	CY	11	\$1,500.00	\$16,500.00
	CONSTRUCTION SUBTOTAL				\$742,600.00
	Contingency			10%	\$74,260.00
	CONSTRUCTION SUBTOTAL + Contingency				\$816,860.00
	Construction Engineering			10%	\$81,686.00
	Total Contract Estimate				\$898,546.00

ADDENDUM NO. 2

TO THE SPECIFICATIONS FOR

HSIP Onion Valley Road Guardrail Project

August 3rd, 2023

This addendum is being issued to notify bidders that the following changes have been made to the Project Bid Documents:

Revised Engineer's Estimate:

- Please find attached an updated Engineer's Estimate as prepared by Eastern Sierra Engineering. The neat line concrete volumes for Engineer's Estimate Items 15 & 16 have been updated and increased. There will be a potential for significant overbreak volumes.

Clarification regarding the steel posts and the wood blocks:

- The post installation is the same for the narrow and subnarrow details. The difference between the two is only in the additional approval level required for state projects for the subnarrow installation, which is not applicable here.
- Use of plastic blocks on the Caltrans Authorized Material List is acceptable on the steel posts.

Receipt of this addendum should be acknowledged by referencing Addendum #2 and the date of receipt of Addendum #2 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **HSIP Onion Valley Guardrail Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: August 3rd, 2023

Onion Valley Guardrail
Engineers Estimate - 100%

Last Updated: 8/3/2023

Bid Item No.	Description	Unit	Qty	Unit	Total Amount
1	Mobilization	LS	1	\$40,000.00	\$40,000.00
2	Demolish Existing Guardrail, Posts, and Conflicting or Exposed Footings	LF	4,400	\$14.50	\$63,800.00
3	Remove Asphalt Concrete Pavement	SF	4,300	\$8.00	\$34,400.00
4	Remove AB & Subgrade	CY	300	\$100.00	\$30,000.00
5	Furnish and Install New Midwest Guardrail System	LF	3,760	\$52.00	\$195,520.00
6	Furnish and Install Alternative Flared End Section	EA	12	\$4,900.00	\$58,800.00
7	Furnish and Install Alternative In-Line End Section	EA	16	\$4,900.00	\$78,400.00
8	Furnish and Install Buried Post End Anchor	EA	7	\$2,000.00	\$14,000.00
9	Erosion Control	LS	1	\$20,000.00	\$20,000.00
10	Traffic Control	LS	1	\$20,000.00	\$20,000.00
11	Furnish and Install Signage	EA	8	\$450.00	\$3,600.00
12	Furnish and Install Type L-1 Object Marker	EA	36	\$110.00	\$3,960.00
13	Fine Grading	SF	12,000	\$7.00	\$84,000.00
14	Furnish and Install MGS Delineation	EA	270	\$56.00	\$15,120.00
15	Momentum Slab (Segment 10)	CY	96	\$1,500.00	\$144,000.00
16	Barrier Wall (Segment 10)	CY	10	\$1,500.00	\$15,000.00
	CONSTRUCTION SUBTOTAL				\$820,600.00
	Contingency			10%	\$82,060.00
	CONSTRUCTION SUBTOTAL + Contingency				\$902,660.00
	Construction Engineering			10%	\$90,266.00
	Total Contract Estimate				\$992,926.00

ADDENDUM NO. 3 TO THE SPECIFICATIONS FOR

HSIP Onion Valley Road Guardrail Project

August 10th, 2023

This addendum 3 is being issued to notify bidders that the following changes have been made to the Project Bid Documents:

Updated Bid Item List Showing (2) Mobilizations:

- The original Bid Item List in the bid package only indicated for (1) mobilizations. Bid Item List updated to reflect a quantity of (2) mobilizations (please see attached revised bid item sheet)

Pre-Bid Meeting Agenda:

- The Pre-Bid Meeting Agenda from August 9th Pre-Bid Meeting is attached.

Concrete Moment Slab Clarifications:

- The top elevations of the concrete moment slab can be adjusted upwards by the County Engineer if deemed necessary if substantial rock is encountered below the existing paving.
- The Bid Item List has been modified to allow a Deductive Alternate if the County Engineer chooses to omit the concrete cut-off wall below the moment slab in an effort to reduce costs.

Guardrail Quantities

- During the Pre-Bid Job Walk, a contractor indicated that it would be beneficial to add additional length to some of the guardrail sections. Currently this potential additional quantity stands at 266 LF. The Bid Item List has been modified to allow a Lineal Foot Unit Price for increases or reductions in the quantity of guardrail above or below those indicated on the bid documents by the Engineer-of-Record.

Epoxy Coated Rebar

- Epoxy coated rebar in the moment slab **IS NOT** required, per communications with the EOR.

Receipt of this addendum should be acknowledged by referencing Addendum #3 and the date of receipt of Addendum #3 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the HSIP **Onion Valley Guardrail Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: August 10th, 2023

Onion Valley Road Guardrail Replacement Project

Pre-Bid Job Walk Agenda

Wednesday, August 9, 2023

Mobilizations

Anticipate two mobilizations, with a winter weather shut-down in between

Schedule

Fall 2023 – Lower Elevation Segments

Spring 2024 – Upper Elevation Segments

Segment 10 will need to start as soon as the snow is cleared and concrete trucks can safely make the trip up the hill. Inyo County Road Department controls the road opening date, but it is critical that the road be reopened as soon as possible. The transverse rebar in the moment slab must be continuous, so all traffic above the segment will effectively be cut-off from traffic from the time the rebar mat is placed until the concrete has reached design strength.

Soil Conditions

Anticipate that rocks will be encountered at some, many, or most post locations. All bids must include pricing for rocky conditions. Rocky conditions will not be an allowable basis for a change order or for time and materials work. Loose rocks that result from the excavation process must be removed to eliminate a permanent dangerous condition to the general public.

Quality Control

Contractor to manage the quality control process, including but not limited to subgrade density testing and concrete testing. Contractor to provide County Engineer with test results as they become available.

Safety

Contractor will be responsible for all traffic control and temporary road signage during the course of the project. Traffic control and signage plan will need to be submitted to the Road Superintendent for approval.

Environmental Stewardship

This project is surrounded by US Forest Service Land. The contractor will need to make a good faith effort to mitigate the impacts on the environment. Approved concrete washout tubs are to be utilized.

Housekeeping

Contractor to submit plan for requested lay-down areas for County Engineer to review. All trash to be removed daily. Trash containing food and food remnants must not be left on-site due to concerns with the wildlife. Concrete rubble, etc. to be cleaned up daily and stockpiled until off-haul quantities are accumulated.

Mobilization & Demobilization

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	2	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 1 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1-2	Demolition	1	LS		
1-3	Install Posts, Guardrail, and Terminations	1	LS		
1-4	Finish Grading	1	LS		
1-5	Traffic Control	1	LS		
1-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 2 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
2-2	Demolition	1	LS		
2-3	Install Posts, Guardrail, and Terminations	1	LS		
2-4	Finish Grading	1	LS		
2-5	Traffic Control	1	LS		
2-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 3 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
3-2	Demolition	1	LS		
3-3	Install Posts, Guardrail, and Terminations	1	LS		
3-4	Finish Grading	1	LS		
3-5	Traffic Control	1	LS		
3-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 4 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4-2	Demolition	1	LS		
4-3	Install Posts, Guardrail, and Terminations	1	LS		
4-4	Finish Grading	1	LS		
4-5	Traffic Control	1	LS		
4-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 5 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
5-2	Demolition	1	LS		
5-3	Install Posts, Guardrail, and Terminations	1	LS		
5-4	Finish Grading	1	LS		
5-5	Traffic Control	1	LS		
5-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 6 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
6-2	Demolition	1	LS		
6-3	Install Posts, Guardrail, and Terminations	1	LS		
6-4	Finish Grading	1	LS		
6-5	Traffic Control	1	LS		
6-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 7 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
7-2	Demolition	1	LS		
7-3	Install Posts, Guardrail, and Terminations	1	LS		
7-4	Finish Grading	1	LS		
7-5	Traffic Control	1	LS		
7-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 8 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
8-2	Demolition	1	LS		
8-3	Install Posts, Guardrail, and Terminations	1	LS		
8-4	Finish Grading	1	LS		
8-5	Traffic Control	1	LS		
8-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 9 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
9-2	Demolition	1	LS		
9-3	Install Posts, Guardrail, and Terminations	1	LS		
9-4	Finish Grading	1	LS		
9-5	Traffic Control	1	LS		
9-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Guardrail)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
10-2	Demolition	1	LS		
10-3	Install Posts, Guardrail, and Terminations	1	LS		
10-4	Finish Grading	1	LS		
10-5	Traffic Control	1	LS		
10-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Concrete Roadway as Drawn)

10-7	Remove Asphalt				
10-8	Excavation, Grading, & Compaction				
10-9	Formwork				
10-10	Rebar				
10-11	Concrete Roadway & Curtain Wall				
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 11 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
11-2	Demolition	1	LS		
11-3	Install Posts, Guardrail, and Terminations	1	LS		
11-4	Finish Grading	1	LS		
11-5	Traffic Control	1	LS		
11-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 12 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
12-2	Demolition	1	LS		
12-3	Install Posts, Guardrail, and Terminations	1	LS		
12-4	Finish Grading	1	LS		
12-5	Traffic Control	1	LS		
12-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 13 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
13-2	Demolition	1	LS		
13-3	Install Posts, Guardrail, and Terminations	1	LS		
13-4	Finish Grading	1	LS		
13-5	Traffic Control	1	LS		
13-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 14 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
14-2	Demolition	1	LS		
14-3	Install Posts, Guardrail, and Terminations	1	LS		
14-4	Finish Grading	1	LS		
14-5	Traffic Control	1	LS		
14-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 15 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
15-2	Demolition	1	LS		
15-3	Install Posts, Guardrail, and Terminations	1	LS		
15-4	Finish Grading	1	LS		
15-5	Traffic Control	1	LS		
15-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 16 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
16-2	Demolition	1	LS		
16-3	Install Posts, Guardrail, and Terminations	1	LS		
16-4	Finish Grading	1	LS		
16-5	Traffic Control	1	LS		
16-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 17 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
17-2	Demolition	1	LS		
17-3	Install Posts, Guardrail, and Terminations	1	LS		
17-4	Finish Grading	1	LS		
17-5	Traffic Control	1	LS		
17-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 18 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
18-2	Demolition	1	LS		
18-3	Install Posts, Guardrail, and Terminations	1	LS		
18-4	Finish Grading	1	LS		
18-5	Traffic Control	1	LS		
18-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

All Locations (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1			
2	Demolition	1			
3	Install Posts, Guardrail, and Terminations	1			
4	Finish Grading	1			
5	Traffic Control	1			
6	Clean Up & Offhaul	1			
7	Remove Asphalt	1			
8	Excavation, Grading, & Compaction	1			
9	Formwork	1			
10	Rebar	1			
11	Concrete Roadway	1			
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Alternates

Item No.	Description	Quantity	Unit	Unit Price	Total Price
A	Addition LF of guardrail & posts, installed, assume as much as 266 LF.	1	LF		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Item No.	Description	Quantity	Unit	Unit Price	Total Price
B	Omit the concrete curtain wall below the moment slab from the scope-of-work. This Alternate Deductive Item includes, formwork, rebar, and concrete.	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Commissioners
Eric Sklar, President
Saint Helena

Erika Zavaleta, Vice President
Santa Cruz

Jacque Hostler-Carmesin, Member
McKinleyville

Samantha Murray, Member
La Jolla

Vacant, Member

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

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MEETING AGENDA October 11-12, 2023

Participate in Person

San Jose Scottish Rite Center
2455 Masonic Drive
San Jose, CA 95125

Participate via Webinar/Teleconference

The meeting will be live streamed; visit www.fgc.ca.gov the day of the meeting to watch or listen. To provide public comment during the meeting, please join at an in-person location, via Zoom, or by telephone; you may join the webinar directly at <https://us02web.zoom.us/j/81722552033>. For complete instructions on how to join via Zoom or telephone, [click here](#) or visit fgc.ca.gov/meetings/2023

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 10. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department. All section and subsection references are to Title 14 of the California Code of Regulations, unless otherwise noted.

Invitation: The Commission invites members of the public to join commissioners and staff for a field trip currently under development that will take place on Wednesday, October 11. Details will be available in advance of the Commission meeting. Members of the public are welcome to join but must provide their own transportation.

DAY 1 – October 11, 2023, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

- 1. Consider approving agenda and order of items**

GENERAL PUBLIC COMMENT

2. **General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

CONSENT ITEMS

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. **Inland sport fish update**

Consider adopting proposed amendments to regulations regarding freshwater sport fishing regulations.

(Amend subsections 7.40(b)(27), 7.40(b)(79), 7.50(b)(7), and 7.50(b)(81))

4. **Mitigating risks for cervid importation and movement**

Consider adopting regulations for regarding cervid importation and movement to mitigate risks for importing diseases like chronic wasting disease into California.

(Amend sections 257.5, 475, 676, and 712, and add sections 681 and 714)

5. **San Bernardino kangaroo rat**

Consider ratifying findings on the decision to list San Bernardino kangaroo rat (*Dipodomys merriami parvus*) as endangered under CESA.

(Pursuant to Section 2075.5, Fish and Game Code)

DISCUSSION AND ACTION ITEMS

6. **Committee and Department reports**

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Wildlife Resources Committee***

Receive summary and consider approving recommendations from the September 19, 2023 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***

7. **Department lands**

Consider authorizing publication of notice of intent to amend regulations for lands owned or managed by the Department.

(Add Section 540 and amend sections 550, 551, and 630)

- 8. Exotic game mammals and wild pig validation**
Consider authorizing publication of notice of intent to amend regulations for exotic game mammals and wild pig validations.
(Amend sections 250, 251.5, 252, 257.5, 258, 350, 352, 353, 401, 465.5, 679, and 708.13, repeal section 368, and add sections 375, 376, 377, 378, and 379)
- 9. White sturgeon emergency regulation**
Discuss and consider adopting emergency regulations concerning recreational take of White Sturgeon to support recovery of sturgeon populations and to track fishing pressure and success.
(Amend sections 5.79, 5.80, 27.90, and 27.92)
- 10. Lime Ridge eriastrum**
Consider the petition, Department's status review report, and comments received to determine whether listing Lime Ridge eriastrum (*Eriastrum ertterae*) as endangered under the California Endangered Species Act (CESA) is warranted.
(Pursuant to sections 2075 and 2075.5, Fish and Game Code)
- 11. Inyo rock daisy**
Consider the petition, Department's status review report, and comments received to determine whether listing Inyo rock daisy (*Perityle inyoensis* synonym *Laphamia inyoensis*) as threatened or endangered under CESA is warranted.
(Pursuant to sections 2075 and 2075.5, Fish and Game Code)
- 12. Monterey clover**
Receive a presentation on the Department's five-year species review for Monterey clover (*Trifolium trichocalyx*) which is listed as endangered under CESA.
(Pursuant to Section 2077, Fish and Game Code)
- 13. Wild trout waters**
Receive Department presentation and recommendation and consider adopting proposed amendments to the Commission Designated Wild Trout Waters Policy.
(Pursuant to Section 1727, Fish and Game Code)
- 14. American bullfrog and non-native turtles**
Discuss Wildlife Resources Committee recommendations for potential Commission actions on American bullfrog and non-native turtles.
- 15. California Waterfowlers Hall of Fame**
Commission recognition of newly-inducted members of the California Waterfowlers Hall of Fame.

16. Regulation change petitions (wildlife and inland fisheries)

(A) *New petitions*

Receive new petitions for regulation change.

(Pursuant to Section 662, Title 14, CCR)

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the December 13-14, 2023 meeting.

(B) *Previously received petitions*

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662)

- I. *Petition 2022-01: Request to prohibit waterfowl hunting along the shoreline of Benicia, the Benicia State Park waters, or the Southampton Bay waters*

17. Non-regulatory requests from previous meetings (wildlife and inland fisheries)

Consider and potentially act on requests for non-regulatory action received from members of the public at previous meetings.

DAY 2 – October 12, 2023, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

GENERAL PUBLIC COMMENT

18. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

CONSENT ITEMS

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

19. California halibut emergency

Discuss and consider adopting 90-day extension of emergency regulations for California halibut recreational daily bag and possession limits.

(Amend Section 28.15)

DISCUSSION AND ACTION ITEMS

- 20. Commission executive director and Department reports**
(A) ***Commission executive director's report***
(B) ***Department director and Law Enforcement Division***
- 21. Justice, equity, diversity and inclusion**
Receive and discuss an update on developing the justice, equity, diversity, and inclusion plan.
- 22. California halibut**
Consider authorizing publication of notice of intent to amend regulations for California halibut recreational daily bag and possession limits.
(Amend Section 28.15)
- 23. Recreational sea urchin**
Consider authorizing publication of notice of intent to amend regulations for the recreational take of sea urchin to extend the bag limit exemption sunset date.
(Amend Section 29.06)
- 24. Commission policies**
Receive update on planning and coordination for review of Commission policies, and initial list of policies proposed for review.
- 25. Regulation change petitions (marine)**
(A) ***New petitions***
Receive new petitions for regulation change.
(Pursuant to Section 662)
Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the December 13-14, 2023 meeting.
- (B) ***Previously received petitions***
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.
(Pursuant to Section 662)
- I. *Petition 2023-06: Extend Natural Bridges State Marine Reserve boundary to include entire Natural Bridges State Beach coastline*
- 26. Non-regulatory requests from previous meetings (marine)**
Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

27. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Marine Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on November 16, 2023.

(B) ***Department Marine Region***

28. Coastal Fishing Communities Policy

Consider and potentially adopt new Commission policy on coastal fishing communities. (Pursuant to Section 703, California Fish and Game Code)

29. Commission administrative items

(A) ***Legislation and other agency regulations***

(B) ***Rulemaking timetable updates***

(C) ***Next meeting – December 13-14, 2023***

Adjourn

EXECUTIVE SESSION

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
 - I. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - II. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (California Environmental Quality Act determination regarding amendments to inland trout regulations)
 - III. United Water Conservation District v. California Fish and Game Commission (southern California steelhead “may be warranted” determination under the California Endangered Species Act and regulation authorizing limited take under Fish and Game Code Section 2084)
 - IV. Crowe v. California Fish and Game Commission (suspension of a commercial fishing license and a lobster operator permit)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
 - I. Consider the proposed decision in Agency Case No. 22ALJ011-FGC, regarding the suspension of Michael Volaski’s commercial fishing license and lobster operator permit.
 - II. Consider the proposed decision in Agency Case No. 20ALJ12-FGC, regarding the denial of an amendment to Joseph Carvalho’s restricted species permit.
 - III. Consider Agency Case No. 22ALJ006-FGC, regarding revocation of Arthur Esparza’s lobster operator permit and commercial fishing license.

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list. All Commission meetings will include a webinar/phone option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
November 16, 2023		Marine Resources San Diego area
December 12, 2023		Tribal San Diego area
December 13-14, 2023	San Diego area	
January 18, 2024		Wildlife Resources Southern California
February 14-15, 2024	Natural Resources Headquarters Building Auditorium 715 P Street, 1st Floor Sacramento, CA 95814	
March 14, 2024		Marine Resources San Clemente area
April 16, 2024		Tribal San Jose
April 17-18, 2024	San Jose	
May 15, 2024	Teleconference	
May 16, 2024		Wildlife Resources Yreka
June 19-20, 2024	Mammoth Lakes	
July 18, 2024		Marine Resources Santa Rosa area
August 13, 2024		Tribal Fortuna
August 14-15, 2024	Fortuna	
September 12, 2024		Wildlife Resources San Jose
October 9-10, 2024	Sacramento	
November 7, 2024		Marine Resources Sacramento
December 10, 2024		Tribal San Diego area

Meeting Date	Commission Meeting	Committee Meeting
December 11-12, 2024	San Diego area	

Revised August 30, 2023

Other Meetings of Interest

Pacific Fishery Management Council

- October 31 - November 8, 2023 – Garden Grove, CA
- March 5-11, 2024 – Fresno, CA
- April 5-11, 2024 – Seattle, CA
- June 6-13 – San Diego, CA

Pacific Flyway Council

- August 25, 2023 – Winter Park, CO
- March 2024 – TBD

Western Association of Fish and Wildlife Agencies

- June 2-7, 2024 – Stevenson, Washington

Wildlife Conservation Board

- November 16, 2023 – Sacramento, CA
- February 2024 – Sacramento, CA
- May 2024 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 154th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on September 28, 2023**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on October 6, 2023**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments will not be accepted after the supplemental comment deadline.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda item). Petitions received at this meeting will be scheduled for consideration at the next

regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item by webinar/teleconference, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. If you are participating via Zoom and ceding your time to another speaker, please notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom you are ceding your time, and be present on Zoom during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.