

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

October 20, 2015

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(d)(2)]. – Significant Exposure to Potential Litigation (one case).**
4. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)] - decision whether to initiate litigation (three cases).**
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**

OPEN SESSION

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

8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
9. **PUBLIC COMMENT**

COUNTY ADMINISTRATOR

10. ***Recycling and Integrated Waste Management*** – Request Board A) excuse the bidding irregularities in the Quinn Company bid as minor: not identifying the model and the exception to meet specifications found in 5.0 due to not applying; and B) award the bid for and approve the purchase of a Caterpillar D6T Bulldozer from Quinn Company in the amount of \$431,528.99 and authorize the County Administrator or his designee to sign all documents relevant to the purchase.
11. ***Recycling and Integrated Waste Management*** – Request Board A) award and approve the Contract for the Bishop-Sunland Landfill Gas Extraction Well Project with Bob Sonn Excavating in the amount of \$127,143.09; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

PUBLIC WORKS

12. Request approval of Amendment No. 10 to the Contract between the County of Inyo and Nichols Consulting Engineers, Chtd., amending the scope of work for a specialized traffic study and increasing the amount of the Contract by \$14,980 to a total amount not to exceed \$380,285; and authorize the Chairperson to sign.

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

13. ***PUBLIC WORKS*** - Request Board A) award and approve the Contract for the Independence Airport-Runway 14-32 Pavement Crack Repair, Sealing and Marking Project to Pavement Coatings Company in the amount of \$243,605 and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; B) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law; and C) amend the Independence Airport Improvements Budget Unit 15042 by decreasing appropriations in Professional Services (*Object Code #5265*) by \$243,605 and increasing appropriations in Construction in Progress (*Object Code 5700*) by \$243,605. (*4/5's vote required.*)
14. ***PLANNING*** – Request Board review and provide input on draft correspondence to Inyo National Forest Supervisor Ed Armenta regarding the Inyo National Forest Plan Update/Revision, Wilderness Evaluation Process; and authorize staff to send.
15. ***PLANNING – Yucca Mountain Repository*** - Request Board A) amend the Yucca Mountain Oversight Budget Unit 620605 by increasing Professional and Special Services (*Object Code #5265*) by \$20,000, (*4/5's vote required*); B) approve Amendment No. 1 to the Contract between the County of Inyo and Hydrodynamics Group amending the fee schedule to increase the Contract by \$5,000 to a total not to exceed \$25,000; and authorize the Chairperson to sign; and C) approve Amendment No. 1 to the Contract between the County of Inyo and Andy Zdon and Associates amending the fees schedule to increase the Contract by \$15,000 to a total amount not to exceed \$75,000, and authorize the Chairperson to sign.
16. ***COUNTY ADMINISTRATOR – Recycling and Integrated Waste Management*** – Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Gate Attendant position exists in the Solid Waste Budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to fill the position from an existing list that the County has recruited for and has an existing list that was approved and created for that position; and C) approve the hiring of one Gate Attendant at Range 48 (\$2,581 – \$3,128).
17. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Death Valley Roadeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

18. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
19. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
20. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

TIMED ITEMS (Items will not be considered before scheduled time)

- 10:15 a.m.** 21. **COUNTY ADMINISTRATOR – Personnel** – Request Board waive the first reading of an ordinance entitled “An Ordinance of the County of Inyo, State of California, Amending Section 2.80.055 of the Inyo County Code to Exempt the Psychiatrist, Senior Assistant County Counsel, Assistant County Counsel, and Deputy County Counsel II-IV Classifications from Competitive Service” and set the enactment for October 27, 2015 at 11:45 a.m., in the Board of Supervisors Room, at the County Administrative Center, in Independence.
- 10:30 a.m.** 22. **COUNTY ADMINISTRATOR-COUNTY COUNSEL-PLANNING DEPARTMENT** – Request Board conduct a workshop regarding the Draft Tribal Consultation Policy.

CORRESPONDENCE – ACTION (To be considered at the Board’s convenience)

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

23. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
24. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Approve the Purchase of a Bulldozer for use in Recycling and Waste Management Program.

DEPARTMENTAL RECOMMENDATION:

That your Board (a) excuse the bidding irregularities in the Quinn Company bid as minor; not identifying the model and the exception to meet specifications found in 5.0 due to not applying;(b) award the bid to Quinn Company; (c) approve the purchase of a Caterpillar D6T Bulldozer in the amount of \$431,528.99 to Quinn Company of Lancaster California; and authorize the County Administrator or designee to sign all documents relevant to the purchase of the bulldozer.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management (RWM) will be utilizing a grant through the Great Basin Unified Air Pollution Control District's (GBUAPCD) Environmental Public Benefits Fund (EPB) to cover \$138,609 of the total \$431,538.00 to purchase a new, Tier 4 Compliant Bulldozer. GBUAPCD requires RWM to permanently remove a 1979 Caterpillar 950 Front End Wheel Loader from use by destroying the engine in order to use the EPB Fund money to purchase a Bulldozer that meets the CARB approved regulations.

Three (3) companies were solicited for bids, and are summarized as follows:

Company Name, Location	Bid Price Including Tax & Freight
Quinn Company, Lancaster, CA	\$431,528.99
Hawthorne CAT, San Diego, CA	\$519,155.00
Holt California, Los Banos, CA	No Response

All bids were reviewed by County Counsel for responsiveness.

ALTERNATIVES:

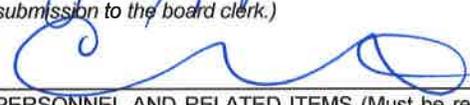
Your Board could choose not to award the bid for the purchase for the Bulldozer; however, this is not recommended due to the requirement of Inyo County to comply with CARB rules on diesel equipment and the use of the GBUAPCD grant requires purchase of the replacement equipment before December 31, 2015.

OTHER AGENCY INVOLVEMENT:

County Counsel's Office and the Auditor's Office

FINANCING:

Funding for the purchase of the Bulldozer includes Great Basin Unified Air Pollution Control District Environmental Public Benefits Fund Grant funding in the amount of \$138,609, and General Fund dollars, of \$292,919.99, which are all included in the Board Approved Fiscal Year 2015-2016 Recycling and Waste Management Budget. 045700-5650

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date: <u>10/13/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>10/14/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 10/14/15

DEALER BID SHEET

DELIVERY TIME

The equipment will be delivered to Bishop, CA 93514 90 days following award notification (unless authorized by Inyo County).

PRICE

Base Price	\$ <u>399,563.88</u>
Sales Tax 8 %	\$ <u>31,965.11</u>
Delivery Charge	\$ <u>Ø</u>
Total Price	\$ <u>431,528.99</u>

NOTE: A Completed bid package must be returned no later than:

AUGUST 26, 2015

To: Inyo County Recycling and Waste Management
163 May St
Bishop, CA 93514

ADDITIONAL INFORMATION/COMMENTS

Caterpillar Brand dozer

Caterpillar financial is unable to guarantee tax rates
will remain the same and therefore is unable to
include tax on payment amounts

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID



Material or Services
To be delivered to:

BISHOP-SUNLAND LANDFILL
110 SUNLAND RESERVATION RD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY ADMINISTRATIVE SERVICES
RECYCLING AND WASTE MANAGEMENT
163 MAY STREET
BISHOP, CA 93514
760-873-5577

BID OPENING: DATE: August 26, 2015 TIME: 3:00 P.M.

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Administrative Services Office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.

4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Recycling and Waste Management, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.

17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

AGREEMENT

We hereby agree to furnish the equipment as specified above the prices and terms stated, to Inyo County Recycling and Waste Management, subject to the instructions and specifications set forth in the attached bid documents.

Executed at Lancaster California August 18, ²⁰¹⁵_{2014.}

Company: Quinn Company

Address: 46101 N. Sierra Hwy

City: Lancaster

State: California

Signature: *Tree Ferrell*
Print Name: Tree Ferrell

Contact Information:

Phone: 661-579-8805
Fax: 661-942-9477

Email: tree.ferrell@quinncompany.com

EXCEPTIONS TO SPECIFICATIONS

S.O Powertrain/transmission - Does not apply to Dozer or mat spec.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

INSTRUCTIONS TO BIDDERS

1. Evaluation and selection of the lowest bidder shall be based on the bid price of the equipment meeting all of the specifications. Inyo County reserves the right in a case where none of the equipment meets the specifications, to award to the lowest price equipment which comes closest to meeting the specifications.
2. Inyo County reserves the right to reject any and all bids, and to waive any minor bid discrepancies.
3. The low bidder shall have 60 days from the date of award to deliver the equipment to the Bishop-Sunland Landfill, unless otherwise stated.
4. Bidders may provide a discount for early payment. The time limit for counting the early payment period shall not be calculated until after the equipment has been delivered and accepted in accordance with the terms of the specifications.
5. The County reserves the right to make an award anytime during a 90-day period following the receipt of bids.
6. All bids must include the firm's name, and be signed by a responsible officer or employee of the firm submitting the bid.
7. The bid(s) must be submitted in a sealed envelope, marked "Dozer Purchase or Lease Bid", with the bid no. listed and addressed to: Inyo County Recycling and Waste Management, 163 May Street, Bishop California 93514.
8. Due to budget considerations, Inyo County reserves the right to modify the number to be purchased.
9. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% of the base price of the low bid received and will be treated as the low bidder. **To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**
10. **This bid/quote request for the purchase of a Dozer is also soliciting quotes for finance options. Inyo County Recycling and Waste Management would prefer to make one (1) annual payment over a SEVEN (7) year period.**

Please include finance options as part of your quote package. Please include the payment amount including 8% sales tax and interest.

All service, parts and maintenance manuals shall be included with the delivery of the Dozer in hard-copy book form.

QUALITY ASSURANCE PROVISIONS

Prior to delivery, all equipment shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed and signed by a representative of the organization performing the inspection/service and delivered with the equipment.

A representative of Inyo County following delivery at the designated location will make inspection of the equipment. In the event deficiencies are detected, the equipment will be rejected and the dealer will be required to make the necessary repairs, adjustments and/or corrections. Payment and/or commencement of a discount period will not be made until the defects are corrected, and the equipment re-inspected and accepted. The dealer shall be required to pick up the equipment and deliver to the business that will be making the repairs and/or adjustments.

Inyo County shall have two (2) working days from date of delivery to inspect the equipment and report any defects to the dealer. Undetected deficiencies not related to compliance with the specifications shall be handled under normal warranty provisions. Undetected deficiencies in meeting specifications shall not relieve the dealer from the responsibility of correcting such deficiencies should they be detected at any time after purchase and acceptance.

SPECIFICATIONS FOR DOZER

1.0 BASIC SPECIFICATIONS

- 1.1 Basic operating weight shall not be less than 46,263 lb (20,985 kg). Basic operating weight with the VPAT blade shall not be less than 52,167 lb (23 663 kg). Weight includes lubricants, coolant, full fuel tank, SU blade, 22 inch shoes, cab, hydraulic controls, drawbar and operator
- 1.2 The overall length of the basic tractor shall not exceed 13 ft 9 in (4250 mm).
- 1.3 The overall width over trunnions shall be at least 8 ft 10 in (2690 mm)
- 1.4 Ground clearance per SAE J1234 will be at least 15 inches (372 mm).
- 1.5 Machine shall be equipped with Waste Handling package.

2.0 ENGINE

- 2.1 The engine shall be of diesel type, four-stroke cycle, fully equipped with all necessary operating accessories. The engine shall be mounted so as to be accessible for adjustment and normal servicing without being detached from the tractor unit.
- 2.2 The engine shall meet Tier 4 Final/Stage IV emission specifications for the U.S. (EPA) and Europe.
- 2.3 Engine shall develop at least 207 net flywheel hp (154 kW). Net flywheel hp shall be for standard equipped engine operating under SAE standard conditions (J1349) at 77° F (25° C) and 29.32 in Hg (99 kPa) dry barometer using 35° API gravity fuel. Standard equipment shall include turbocharger, aftercooler, fan, air cleaner, water pump, fuel pump, muffler, lubricating oil pump, diesel oxidation catalyst and diesel particulate filter.
- 2.4 Engine shall have a turbocharger and aftercooler providing full fwHP to a minimum of 7500 ft (2286 m) before altitude deration for all models.
- 2.5 Engine air cleaner shall have a service indicator.
- 2.6 Machine shall be equipped with a 24-volt electrical starting and operating system.
- 2.7 Machine shall be equipped with water separator.
- 2.8 Engine shall be equipped with an electric fuel priming system.
- 2.9 Engine shall be equipped with a hydraulically driven demand fan to adjust fan speeds dependent on ambient conditions, thus improving fuel efficiency and reducing sound levels.

3.0 POWERTRAIN/TRANSMISSION

- 3.1 Transmission shall be a planetary type power shift with torque converter.
- 3.2 Transmission shall provide at least nine speeds forward and nine speeds in reverse.
- 3.3 A single control unit for both direction and speed changes shall control transmission.
- 3.4 Transmission shall have a forward ground speed of at least 7.0 mph (11.3 km/h).
- 3.5 Transmission shall have a reverse ground speed of at least 9.0 mph (14.4 km/h).
- 3.6 Transmission shall have auto-shift and auto-kickdown features available.
- 3.7 Hydraulic system shall have separate pumps for steering and implement control.

4.0 HYDRAULICS AND CONTROLS

- 4.1 Hydraulics and controls shall have a fully enclosed protected system.
- 4.2 Hydraulics and controls shall have a load sensing, variable displacement piston pump, which adjusts hydraulic flow to match implement demand.
- 4.3 Hydraulics and controls shall have a single lever for dozer control functions.
- 4.4 Hydraulic steering pump output at 1,001 psi (6900 kPa) shall not be less than 52 gal/min (195 L/min)
- 4.5 Hydraulic implement pump output at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.6 Hydraulic lift cylinder flow at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.7 Tilt cylinder flow at 1,001 psi (6900 kPa) shall not be less than 29 gal/min (110 L/min)
- 4.8 Ripper cylinder flow at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.9 Maximum hydraulic operating pressure for non-VPAT machines shall not be less than 2,800 psi (19,300 kPa)
- 4.10 Maximum hydraulic operating pressure for VPAT machines shall not be less than 3,125 psi (21,550 kPa)

- 4.11 Machine shall have blade control system that complements operator input to automatically make instant adjustments for smoother grading results with less effort.

5.0 POWERTRAIN/TRANSMISSION

- ~~NO 5.1~~ Machine shall have a forward/neutral/reverse switch standard on the implement control joystick
- ~~NO 5.2~~ Machine shall have four forward and four reverse speed ranges with a maximum of 25 mph (40 kph)
- ~~NO 5.3~~ Machine shall have ground accessible ports to sample engine and transmission oil
- ~~NO 5.4~~ Machine shall have transmission oil sight gauge and fill spout on the same side of the machine
- ~~NO 5.5~~ Machine shall have independent control for ground speed and engine RPM
- ~~NO 5.6~~ Machine shall have operator-selectable Rim Pull Control feature to minimize tire slip and wear in various ground conditions
- ~~NO 5.7~~ Machine shall have operator-selectable Creeper Control feature to control ground down speed from 0.6 mph (1 kph) to 8 mph (13kph) independent of engine RPM

6.0 STEERING

- 6.1 Integrated electronic steering and transmission shall be available through the tractor manufacturer.
- 6.2 Machine shall utilize differential steering to control the direction and degree of turns, forward-reverse shifting, and gear selection in a single control handle.
- 6.3 Touch shift buttons on the steering control shall shift the electronically controlled powershift transmission.
- 6.4 Tiller shall allow operator to work precisely in close areas.
- 6.5 Machine shall utilize a system for improving fuel economy when in the reverse travel direction of the dozing cycle.

7.0 FINAL DRIVES

- 7.1 Final drives shall be fully enclosed.
- 7.2 Final drives shall be single reduction, planetary design.
- 7.3 Final drives shall be isolated from ground-induced shock loads.

8.0 HYDRAULIC SYSTEM

- 8.1 Undercarriage shall have reinforced box section and tubular track roller frame construction to resist bending and torsional loads.
- 8.2 Undercarriage shall have a roller frame attached to the tractor by a pivot shaft and pinned equalizer bar.
- 8.3 Undercarriage shall have seven track rollers per side.
- 8.4 Undercarriage shall have a minimum 74 inch (1880 mm) gauge for machines equipped with SU blade, and 84 inch (2134 mm) for machines equipped with VPAT blade.
- 8.5 Minimum 22 inch (560 mm) shoe shall be standard.
- 8.6 Undercarriage shall have a minimum 113 inches (2860 mm) length of track on ground.
- 8.7 Undercarriage shall have a minimum 5,489 square inch (3.54 square meters) ground contact with standard shoe.
- 8.8 Standard maximum ground pressure of 8.4 psi (58.1 kPa) when equipped with standard shoes, 6SU dozer, cab, fuel and lubricants. Standard maximum ground pressure of 9.5 psi (65.5 kPa) when equipped with standard shoes, VPAT dozer, cab, fuel and lubricants.

9.0 DOZER BLADE

- 9.1 For machines equipped with SU blades, L shaped push arms shall bring the blade close to the frame for maneuverability and provide solid lateral stability and cylinder positions for constant pryout independent of blade height.
- 9.2 Angle bulldozer blade shall be a maximum 164 inches (4160 mm) wide.
- 9.3 Angle bulldozer blade shall be a minimum 45 inches (1155 mm) high.
- 9.4 Angle bulldozer blade shall have a minimum 16 inch (408 mm) tilt.
- 9.5 Angle bulldozer blade shall have a minimum 47 inch (1204 mm) lift above ground.

- 9.6 Angle bulldozer blade shall have a minimum 21 inch (524 mm) drop below ground.
- 9.7 Angle bulldozer blade shall have a minimum dozer capacity of 5.14 cubic yards (3.93 cubic meters).
- 9.8 Semi-universal bulldozer blade shall be a maximum 128 inches (3260 mm) wide.
- 9.9 Semi-universal bulldozer blade shall be a minimum 56 inches (1412 mm) high.
- 9.10 Semi-universal bulldozer blade shall have a minimum 29 inch (743 mm) tilt.
- 9.11 Semi-universal bulldozer blade shall have a minimum 47 inch (1195 mm) lift above ground.
- 9.12 Semi-universal bulldozer blade shall have a minimum 18 inch (459 mm) drop below ground.
- 9.13 Semi-universal bulldozer blade shall have a minimum dozer capacity of 6.94 cubic yards (5.31 cubic meters).
- 9.14 Variable Pitch Angle Tilt bulldozer blade shall be a maximum 153 inches (3880 mm) wide.
- 9.15 Variable Pitch Angle Tilt bulldozer blade shall be a minimum 51 inches (1295 mm) high.
- 9.16 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 19 inch (502 mm) tilt.
- 9.17 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 46 inch (1181 mm) lift above ground.
- 9.18 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 29 inch (737 mm) drop below ground.
- 9.19 Variable Pitch Angle Tilt bulldozer blade shall have a minimum dozer capacity of 6.19 cubic yards (4.73 cubic meters).

10.0 OPERATOR STATION

- 10.1 Modular cab shall be available through the tractor manufacturer.
- 10.2 Tractor shall be equipped with electronic indicators and gauges, which monitor critical operational systems and alert the operator when potential problems occur.
- 10.3 Operator seat shall include retractable seat belt.
- 10.4 Cab shall be prewired for a 12 volt or 24 volt radio, equipped with two speakers, an antenna and a radio mount recessed in the headliner.
- 10.5 Operator shall have a clear working view to the blade and rear of the machine provided by a tapered hood, notched fuel tank and large single pane windows as well as a low rear window.
- 10.6 Seat shall be adjustable with side seat bolsters to restrain side to side movement as well as a rolled-down front edge for less pressure on the operator's thighs
- 10.7 Seat shall have standard adjustable arm rests that are adjustable without the use of tools.
- 10.8 Instrument panel shall have easy to read gauges and warning lamps that keep the operator aware of fuel level, hydraulic oil temperature, engine coolant temperature, powertrain oil temperature, engine RPM. All gauges shall be easily visible in all external light conditions.
- 10.9 Cab shall be equipped with heating and air conditioning and controls shall be easily accessible from the operators seat.
- 10.10 Cab shall feature a 10 amp, 12 volt power converter for the convenient use of radios, wireless phones and laptop computers.
- 10.11 An electronic rocker switch work tool lockout valve shall be provided to prevent inadvertent operation of the hydraulic work tool attachments.
- 10.12 A dial switch shall activate high or low idle.
- 10.13 A decelerator pedal shall give the operator full control of the machine when the engine is at high idle.
- 10.14 Low-effort, electro-hydraulics shall be standard for easy operation and precise work tool control.
- 10.15 Machine shall be equipped with an operator presence detection system to prevent accidental machine or implement movement when an operator is not in the seat.

11.0 FINAL DRIVES

- 11.1 Final drives shall be fully enclosed.
- 11.2 Final drives shall be single reduction, planetary design.
- 11.3 Final drives shall be isolated from ground-induced shock loads.

12.0 SERVICEABILITY

- 12.1 Major components shall be made as modules that can be removed without disturbing or removing others.

- 12.2 Machine shall have a monitoring system that is easily upgradeable by flashing software.
- 12.3 Powertrain oil filter shall be mounted in the right hand fender for ease of service.
- 12.4 Powertrain pressure taps shall be mounted in the rear of the machine for ease of service and aiding machine diagnostics.
- 12.5 Engine oil filter shall be located on the engine.
- 12.6 Machine shall have sight gauges, easy to access filter, oil and coolant ports and an engine compartment mounted work light.
- 12.7 The engine shall have a minimum of 500-hour oil change interval.
- 12.8 Transmission shall have a minimum 1000-hour oil change period.
- 12.9 Final drives shall have a minimum 2000-hour oil change period.
- 12.10 Undercarriage shall have lifetime lubricated track rollers.
- 12.11 Undercarriage shall have lifetime lubricated carrier rollers (if equipped).
- 12.12 Undercarriage shall have sealed and lifetime lubricated idlers.
- 12.13 Undercarriage shall have the capacity of replacing worn sprocket segments without breaking track.
- 12.14 Undercarriage shall have hydraulic track adjustment by grease gun, fully sealed.
- 12.15 Undercarriage shall have bolt-on, replaceable sprocket segments.
- 12.16 Final drives shall be of modular design for easy service, allow for removal with only breaking track.
- 12.17 Quick disconnect fittings shall allow for fast diagnosis of the powertrain and hydraulic oil systems.
- 12.18 Winch components shall be serviceable with winch mounted on the tractor

13.0 Service Maintenance Availability

- 13.1 Service and maintenance is available in Bishop California with no additional travel charges

14.0 Maintenance and Parts Books

- 14.1 Equipment shall be delivered with a full set of maintenance, service and parts manuals for dozer in hard-copy book form, and electronic CD form.

COUNTY OF INYO BID TABULATION

Project Title & Bid Number: _____

DUMP TRUCK/LOADER/DOZER

Bid Opening Date 9/3/15

Location: Bishop Admin

#	BIDDER NAME	A	B	C	D	E	F
		Bid Amount					

1.	HAWTHORNE CAT	ARTICULATED DUMP TRUCK	\$494,121.32				
2.	QUINN CO	ARTICULATED DUMP TRUCK	\$411,465.58				
3.	HAWTHORNE CAT	LOADER CAT 938K	\$311,180.00				
4.	QUINN CO	LOADER CAT 938K	\$256,987.75				
5.	HAWTHORNE CAT	DOZER D6T	\$519,155.88				
6.	QUINN CO	DOZER D6T	\$431,528.99				

Opened by: SCOTT EAGAN



Present: TERESA ELLIOTT

DEALER BID SHEET

DGT-T4

DELIVERY TIME

The equipment will be delivered to Bishop, CA 93514 90 days following award notification (unless authorized by Inyo County).

PRICE

Base Price	\$ <u>466,811.00</u>
Sales Tax 8 %	\$ <u>37,344.88</u>
Delivery Charge	\$ <u>15,000.00</u>
Total Price	\$ <u>519,155.00</u>

NOTE: A Completed bid package must be returned no later than:

AUGUST 26, 2015

To: Inyo County Recycling and Waste Management
163 May St
Bishop, CA 93514

ADDITIONAL INFORMATION/COMMENTS

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

AGREEMENT

We hereby agree to furnish the equipment as specified above the prices and terms stated, to Inyo County Recycling and Waste Management, subject to the instructions and specifications set forth in the attached bid documents.

Executed at SAN DIEGO California AUGUST 6 2015
2014.

Company: HAWTHORNE CAT

Address: 16945 CAMINO SAN BERNARDO
City: SAN DIEGO, CA. 92127
State: CA.

Signature: [Handwritten Signature]
Print Name: JOE POLUTANECWICZ

Contact Information:

Phone: 858-688-0118
Fax: 858-674-7170

Email: JPOLUTANECWICZ@HAWTHORNECAT.COM

EXCEPTIONS TO SPECIFICATIONS

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID



Material or Services
To be delivered to:

BISHOP-SUNLAND LANDFILL
110 SUNLAND RESERVATION RD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY ADMINISTRATIVE SERVICES
RECYCLING AND WASTE MANAGEMENT
163 MAY STREET
BISHOP, CA 93514
760-873-5577

BID OPENING: DATE: August 26, 2015 TIME: 3:00 P.M.

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Administrative Services Office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.

4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Recycling and Waste Management, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.

17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

DEALER BID SHEET

DELIVERY TIME

The equipment will be delivered to Bishop, CA 93514 90 days following award notification (unless authorized by Inyo County).

PRICE

Base Price	\$ <u>399,563.88</u>
Sales Tax 8 %	\$ <u>31,965.11</u>
Delivery Charge	\$ <u>Ø</u>
Total Price	\$ <u>431,528.99</u>

NOTE: A Completed bid package must be returned no later than:

AUGUST 26, 2015

To: Inyo County Recycling and Waste Management
163 May St
Bishop, CA 93514

ADDITIONAL INFORMATION/COMMENTS

Caterpillar Brand dozer

Caterpillar Financial is unable to guarantee tax rates will remain the same and therefore is unable to include tax on payment amounts

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

AGREEMENT

We hereby agree to furnish the equipment as specified above the prices and terms stated, to Inyo County Recycling and Waste Management, subject to the instructions and specifications set forth in the attached bid documents.

Executed at Lancaster California August 18, 2015
2014.

Company: Quinn Company

Address: 46101 N. Sierra Hwy

City: Lancaster

State: California

Signature: Tree Ferrell
Print Name: Tree Ferrell

Contact Information:

Phone: 661-579-8805

Email: tree.ferrell@quinncompany.com

Fax: 661-942-9477

EXCEPTIONS TO SPECIFICATIONS

5.0 Powertrain/transmission - Does not apply to Dozer or mat spec.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

INSTRUCTIONS TO BIDDERS

1. Evaluation and selection of the lowest bidder shall be based on the bid price of the equipment meeting all of the specifications. Inyo County reserves the right in a case where none of the equipment meets the specifications, to award to the lowest price equipment which comes closest to meeting the specifications.
2. Inyo County reserves the right to reject any and all bids, and to waive any minor bid discrepancies.
3. The low bidder shall have 60 days from the date of award to deliver the equipment to the Bishop-Sunland Landfill, unless otherwise stated.
4. Bidders may provide a discount for early payment. The time limit for counting the early payment period shall not be calculated until after the equipment has been delivered and accepted in accordance with the terms of the specifications.
5. The County reserves the right to make an award anytime during a 90-day period following the receipt of bids.
6. All bids must include the firm's name, and be signed by a responsible officer or employee of the firm submitting the bid.
7. The bid(s) must be submitted in a sealed envelope, marked "Dozer Purchase or Lease Bid", with the bid no. listed and addressed to: Inyo County Recycling and Waste Management, 163 May Street, Bishop California 93514.
8. Due to budget considerations, Inyo County reserves the right to modify the number to be purchased.
9. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% of the base price of the low bid received and will be treated as the low bidder. **To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**
10. **This bid/quote request for the purchase of a Dozer is also soliciting quotes for finance options. Inyo County Recycling and Waste Management would prefer to make one (1) annual payment over a SEVEN (7) year period.**

Please include finance options as part of your quote package. Please include the payment amount including 8% sales tax and interest.

All service, parts and maintenance manuals shall be included with the delivery of the Dozer in hard-copy book form.

QUALITY ASSURANCE PROVISIONS

Prior to delivery, all equipment shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed and signed by a representative of the organization performing the inspection/service and delivered with the equipment.

A representative of Inyo County following delivery at the designated location will make inspection of the equipment. In the event deficiencies are detected, the equipment will be rejected and the dealer will be required to make the necessary repairs, adjustments and/or corrections. Payment and/or commencement of a discount period will not be made until the defects are corrected, and the equipment re-inspected and accepted. The dealer shall be required to pick up the equipment and deliver to the business that will be making the repairs and/or adjustments.

Inyo County shall have two (2) working days from date of delivery to inspect the equipment and report any defects to the dealer. Undetected deficiencies not related to compliance with the specifications shall be handled under normal warranty provisions. Undetected deficiencies in meeting specifications shall not relieve the dealer from the responsibility of correcting such deficiencies should they be detected at any time after purchase and acceptance.

SPECIFICATIONS FOR DOZER

1.0 BASIC SPECIFICATIONS

- 1.1 Basic operating weight shall not be less than 46,263 lb (20,985 kg). Basic operating weight with the VPAT blade shall not be less than 52,167 lb (23 663 kg). Weight includes lubricants, coolant, full fuel tank, SU blade, 22 inch shoes, cab, hydraulic controls, drawbar and operator
- 1.2 The overall length of the basic tractor shall not exceed 13 ft 9 in (4250 mm).
- 1.3 The overall width over trunnions shall be at least 8 ft 10 in (2690 mm)
- 1.4 Ground clearance per SAE J1234 will be at least 15 inches (372 mm).
- 1.5 Machine shall be equipped with Waste Handling package.

2.0 ENGINE

- 2.1 The engine shall be of diesel type, four-stroke cycle, fully equipped with all necessary operating accessories. The engine shall be mounted so as to be accessible for adjustment and normal servicing without being detached from the tractor unit.
- 2.2 The engine shall meet Tier 4 Final/Stage IV emission specifications for the U.S. (EPA) and Europe.
- 2.3 Engine shall develop at least 207 net flywheel hp (154 kW). Net flywheel hp shall be for standard equipped engine operating under SAE standard conditions (J1349) at 77° F (25° C) and 29.32 in Hg (99 kPa) dry barometer using 35° API gravity fuel. Standard equipment shall include turbocharger, aftercooler, fan, air cleaner, water pump, fuel pump, muffler, lubricating oil pump, diesel oxidation catalyst and diesel particulate filter.
- 2.4 Engine shall have a turbocharger and aftercooler providing full fwHP to a minimum of 7500 ft (2286 m) before altitude deration for all models.
- 2.5 Engine air cleaner shall have a service indicator.
- 2.6 Machine shall be equipped with a 24-volt electrical starting and operating system.
- 2.7 Machine shall be equipped with water separator.
- 2.8 Engine shall be equipped with an electric fuel priming system.
- 2.9 Engine shall be equipped with a hydraulically driven demand fan to adjust fan speeds dependent on ambient conditions, thus improving fuel efficiency and reducing sound levels.

3.0 POWERTRAIN/TRANSMISSION

- 3.1 Transmission shall be a planetary type power shift with torque converter.
- 3.2 Transmission shall provide at least nine speeds forward and nine speeds in reverse.
- 3.3 A single control unit for both direction and speed changes shall control transmission.
- 3.4 Transmission shall have a forward ground speed of at least 7.0 mph (11.3 km/h).
- 3.5 Transmission shall have a reverse ground speed of at least 9.0 mph (14.4 km/h).
- 3.6 Transmission shall have auto-shift and auto-kickdown features available.
- 3.7 Hydraulic system shall have separate pumps for steering and implement control.

4.0 HYDRAULICS AND CONTROLS

- 4.1 Hydraulics and controls shall have a fully enclosed protected system.
- 4.2 Hydraulics and controls shall have a load sensing, variable displacement piston pump, which adjusts hydraulic flow to match implement demand.
- 4.3 Hydraulics and controls shall have a single lever for dozer control functions.
- 4.4 Hydraulic steering pump output at 1,001 psi (6900 kPa) shall not be less than 52 gal/min (195 L/min)
- 4.5 Hydraulic implement pump output at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.6 Hydraulic lift cylinder flow at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.7 Tilt cylinder flow at 1,001 psi (6900 kPa) shall not be less than 29 gal/min (110 L/min)
- 4.8 Ripper cylinder flow at 1,001 psi (6900 kPa) shall not be less than 54 gal/min (205 L/min)
- 4.9 Maximum hydraulic operating pressure for non-VPAT machines shall not be less than 2,800 psi (19,300 kPa)
- 4.10 Maximum hydraulic operating pressure for VPAT machines shall not be less than 3,125 psi (21,550 kPa)

- 4.11 Machine shall have blade control system that complements operator input to automatically make instant adjustments for smoother grading results with less effort.

5.0 POWERTRAIN/TRANSMISSION

- ~~NO~~ 5.1 Machine shall have a forward/neutral/reverse switch standard on the implement control joystick
- ~~NO~~ 5.2 Machine shall have four forward and four reverse speed ranges with a maximum of 25 mph (40 kph)
- ~~NO~~ 5.3 Machine shall have ground accessible ports to sample engine and transmission oil
- ~~NO~~ 5.4 Machine shall have transmission oil sight gauge and fill spout on the same side of the machine
- ~~NO~~ 5.5 Machine shall have independent control for ground speed and engine RPM
- ~~NO~~ 5.6 Machine shall have operator-selectable Rim Pull Control feature to minimize tire slip and wear in various ground conditions
- ~~NO~~ 5.7 Machine shall have operator-selectable Creeper Control feature to control ground down speed from 0.6 mph (1 kph) to 8 mph (13kph) independent of engine RPM

6.0 STEERING

- 6.1 Integrated electronic steering and transmission shall be available through the tractor manufacturer.
- 6.2 Machine shall utilize differential steering to control the direction and degree of turns, forward-reverse shifting, and gear selection in a single control handle.
- 6.3 Touch shift buttons on the steering control shall shift the electronically controlled powershift transmission.
- 6.4 Tiller shall allow operator to work precisely in close areas.
- 6.5 Machine shall utilize a system for improving fuel economy when in the reverse travel direction of the dozing cycle.

7.0 FINAL DRIVES

- 7.1 Final drives shall be fully enclosed.
- 7.2 Final drives shall be single reduction, planetary design.
- 7.3 Final drives shall be isolated from ground-induced shock loads.

8.0 HYDRAULIC SYSTEM

- 8.1 Undercarriage shall have reinforced box section and tubular track roller frame construction to resist bending and torsional loads.
- 8.2 Undercarriage shall have a roller frame attached to the tractor by a pivot shaft and pinned equalizer bar.
- 8.3 Undercarriage shall have seven track rollers per side.
- 8.4 Undercarriage shall have a minimum 74 inch (1880 mm) gauge for machines equipped with SU blade, and 84 inch (2134 mm) for machines equipped with VPAT blade.
- 8.5 Minimum 22 inch (560 mm) shoe shall be standard.
- 8.6 Undercarriage shall have a minimum 113 inches (2860 mm) length of track on ground.
- 8.7 Undercarriage shall have a minimum 5,489 square inch (3.54 square meters) ground contact with standard shoe.
- 8.8 Standard maximum ground pressure of 8.4 psi (58.1 kPa) when equipped with standard shoes, 6SU dozer, cab, fuel and lubricants. Standard maximum ground pressure of 9.5 psi (65.5 kPa) when equipped with standard shoes, VPAT dozer, cab, fuel and lubricants.

9.0 DOZER BLADE

- 9.1 For machines equipped with SU blades, L shaped push arms shall bring the blade close to the frame for maneuverability and provide solid lateral stability and cylinder positions for constant pryout independent of blade height.
- 9.2 Angle bulldozer blade shall be a maximum 164 inches (4160 mm) wide.
- 9.3 Angle bulldozer blade shall be a minimum 45 inches (1155 mm) high.
- 9.4 Angle bulldozer blade shall have a minimum 16 inch (408 mm) tilt.
- 9.5 Angle bulldozer blade shall have a minimum 47 inch (1204 mm) lift above ground.

- 9.6 Angle bulldozer blade shall have a minimum 21 inch (524 mm) drop below ground.
- 9.7 Angle bulldozer blade shall have a minimum dozer capacity of 5.14 cubic yards (3.93 cubic meters).
- 9.8 Semi-universal bulldozer blade shall be a maximum 128 inches (3260 mm) wide.
- 9.9 Semi-universal bulldozer blade shall be a minimum 56 inches (1412 mm) high.
- 9.10 Semi-universal bulldozer blade shall have a minimum 29 inch (743 mm) tilt.
- 9.11 Semi-universal bulldozer blade shall have a minimum 47 inch (1195 mm) lift above ground.
- 9.12 Semi-universal bulldozer blade shall have a minimum 18 inch (459 mm) drop below ground.
- 9.13 Semi-universal bulldozer blade shall have a minimum dozer capacity of 6.94 cubic yards (5.31 cubic meters).
- 9.14 Variable Pitch Angle Tilt bulldozer blade shall be a maximum 153 inches (3880 mm) wide.
- 9.15 Variable Pitch Angle Tilt bulldozer blade shall be a minimum 51 inches (1295 mm) high.
- 9.16 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 19 inch (502 mm) tilt.
- 9.17 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 46 inch (1181 mm) lift above ground.
- 9.18 Variable Pitch Angle Tilt bulldozer blade shall have a minimum 29 inch (737 mm) drop below ground.
- 9.19 Variable Pitch Angle Tilt bulldozer blade shall have a minimum dozer capacity of 6.19 cubic yards (4.73 cubic meters).

10.0 OPERATOR STATION

- 10.1 Modular cab shall be available through the tractor manufacturer.
- 10.2 Tractor shall be equipped with electronic indicators and gauges, which monitor critical operational systems and alert the operator when potential problems occur.
- 10.3 Operator seat shall include retractable seat belt.
- 10.4 Cab shall be prewired for a 12 volt or 24 volt radio, equipped with two speakers, an antenna and a radio mount recessed in the headliner.
- 10.5 Operator shall have a clear working view to the blade and rear of the machine provided by a tapered hood, notched fuel tank and large single pane windows as well as a low rear window.
- 10.6 Seat shall be adjustable with side seat bolsters to restrain side to side movement as well as a rolled-down front edge for less pressure on the operator's thighs
- 10.7 Seat shall have standard adjustable arm rests that are adjustable without the use of tools.
- 10.8 Instrument panel shall have easy to read gauges and warning lamps that keep the operator aware of fuel level, hydraulic oil temperature, engine coolant temperature, powertrain oil temperature, engine RPM. All gauges shall be easily visible in all external light conditions.
- 10.9 Cab shall be equipped with heating and air conditioning and controls shall be easily accessible from the operators seat.
- 10.10 Cab shall feature a 10 amp, 12 volt power converter for the convenient use of radios, wireless phones and laptop computers.
- 10.11 An electronic rocker switch work tool lockout valve shall be provided to prevent inadvertent operation of the hydraulic work tool attachments.
- 10.12 A dial switch shall activate high or low idle.
- 10.13 A decelerator pedal shall give the operator full control of the machine when the engine is at high idle.
- 10.14 Low-effort, electro-hydraulics shall be standard for easy operation and precise work tool control.
- 10.15 Machine shall be equipped with an operator presence detection system to prevent accidental machine or implement movement when an operator is not in the seat.

11.0 FINAL DRIVES

- 11.1 Final drives shall be fully enclosed.
- 11.2 Final drives shall be single reduction, planetary design.
- 11.3 Final drives shall be isolated from ground-induced shock loads.

12.0 SERVICEABILITY

- 12.1 Major components shall be made as modules that can be removed without disturbing or removing others.

- 12.2 Machine shall have a monitoring system that is easily upgradeable by flashing software.
- 12.3 Powertrain oil filter shall be mounted in the right hand fender for ease of service.
- 12.4 Powertrain pressure taps shall be mounted in the rear of the machine for ease of service and aiding machine diagnostics.
- 12.5 Engine oil filter shall be located on the engine.
- 12.6 Machine shall have sight gauges, easy to access filter, oil and coolant ports and an engine compartment mounted work light.
- 12.7 The engine shall have a minimum of 500-hour oil change interval.
- 12.8 Transmission shall have a minimum 1000-hour oil change period.
- 12.9 Final drives shall have a minimum 2000-hour oil change period.
- 12.10 Undercarriage shall have lifetime lubricated track rollers.
- 12.11 Undercarriage shall have lifetime lubricated carrier rollers (if equipped).
- 12.12 Undercarriage shall have sealed and lifetime lubricated idlers.
- 12.13 Undercarriage shall have the capacity of replacing worn sprocket segments without breaking track.
- 12.14 Undercarriage shall have hydraulic track adjustment by grease gun, fully sealed.
- 12.15 Undercarriage shall have bolt-on, replaceable sprocket segments.
- 12.16 Final drives shall be of modular design for easy service, allow for removal with only breaking track.
- 12.17 Quick disconnect fittings shall allow for fast diagnosis of the powertrain and hydraulic oil systems.
- 12.18 Winch components shall be serviceable with winch mounted on the tractor

13.0 Service Maintenance Availability

- 13.1 Service and maintenance is available in Bishop California with no additional travel charges

14.0 Maintenance and Parts Books

- 14.1 Equipment shall be delivered with a full set of maintenance, service and parts manuals for dozer in hard-copy book form, and electronic CD form.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: October 13, 2015

SUBJECT: Award of construction contract for the Bishop-Sunland Landfill Gas Extraction System Installation Project.

DEPARTMENTAL RECOMMENDATION:

1. Award a Construction Contract for the Bishop-Sunland Landfill Gas Extraction Well Project to Bob Sonn Excavating, from Descanso, CA, in the amount of \$127,143.09.
2. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained.
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

SUMMARY DISCUSSION:

On June 10, 2015 your Board approved plans and specifications for the Bishop-Sunland Landfill Gas Extraction System Installation Project and authorized the Public Works Department to advertise and receive bids for the project. This project will be funded through the 2015-2016 Board adopted Recycling and Waste Management Budget.

This project will install two (2) gas extraction wells, and the appropriate gas cleaning system for each well.

On September 4, 2015, three (3) bids were received and opened by the Assistant Board Clerk: (1) Bob Sonn Excavating of Descanso, CA, submitted the lowest responsive bid amount at \$127,143.09; (2) Humphrey Constructors of Diamond Bar, CA, submitted the second lowest responsive bid amount at \$161,254.00; and (3) SCE Field Services of Long Beach, CA, submitted the highest responsive bid at \$214,729.00. The three (3) bids have been reviewed by County Counsel and have been deemed responsive to the bid documents (bid tabulation sheet is attached for your review). Currently, the budget amount for the project is \$150,000.00. The engineer's estimate for the Total Bid project was \$127,143.09, per CA Public Contract Code Section 10126(c)(1), the lowest responsive base bid amount shall be used to determine the low bidder. Therefore, the Public Works Department is recommending that the Board award the construction contract to Bob Sonn Excavating of Descanso, CA in a total bid contract amount of \$127,143.09.

ALTERNATIVES:

Your Board could choose not to award the bid Bob Sonn Excavating for the Bishop-Sunland Landfill Gas Extraction System Installation Project; however, this is not recommended:

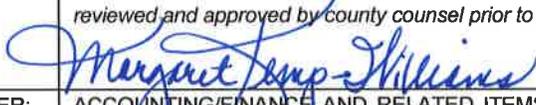
1. This project is being performed to address a Notice of Violation from 2012, delaying the project could impact Inyo Counties compliance standing with the State Water Board, and;
2. The bids have been reviewed by County Counsel, and the design engineers, and has been deemed responsive and conform to the design specifications.

OTHER AGENCY INVOLVEMENT:

County Counsel's Office and the Auditor's Office

FINANCING:

The Bishop-Sunland Landfill Gas Extraction System Installation Project was budgeted for in the Fiscal Year 2015-2016 Recycling and Waste Management Budget in the Professional and Special Services Object Code 5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/07/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/8/2015</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 10/14/15

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Sunland Landfill Gas Extraction System

Bid Opening Date: 9-4-15

Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	<i>See Field Services</i>	<i>\$214,729.00</i>			✓
2.	<i>Humphrey Constructors</i>	<i>\$161,254.00</i>			✓
3.	<i>Bob Son Escavating</i>	<i>\$127,143.09</i>			✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: *Patricia Genselley*

Present: *Scott Lagon*



CONTRACT AND BOND FORMS FOR

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond

CONTRACT
for the
BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, _____, 20___, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and **BOB SONN EXCAVATING**

(herein "CONTRACTOR"), for the construction of the **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish 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 Contract Documents and within the Time for Completion set forth in the Contract Documents, for:

Title: **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the following amount, which constitutes the total bid by CONTRACTOR for said Work:

ONE HUNDRED TWENTY SEVEN THOUSAND, ONE HUNDRED FORTY THREE DOLLARS AND NINE CENTS _____ (\$ **127,143.09**),

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.

3. 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 1070.04 "Definitions"** of the Standard Specifications of the Inyo County Public Works Department, March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable Standard Specifications of the Inyo County Public Works Department, March, 1997 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.

Bishop-Sunland Landfill Gas Extraction System Installation Project

Labor and Materials Payment Bond

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070 Abbreviations, Symbols and Definitions** of the Standard Specifications of the Inyo County Public Works Department, March, 1997.

5. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department 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 wage rates are on file with the Inyo County Department of Public Works, 168 North Edwards Street, Independence, CA 93526, 760-878-0201, and are available to any interested party upon request.

CONTRACT
for the
BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

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.

OWNER

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

BOB SONN EXCAVATING

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

Taxpayer's Identification or
Social Security Number:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

APPROVED AS TO INSURANCE
REQUIREMENTS:

County Auditor

County Risk Manager

Bishop-Sunland Landfill Gas Extraction System Installation Project

Labor and Materials Payment Bond

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

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

KNOW ALL MEN BY THESE PRESENTS: That _____

BOB SONN EXCAVATING

(Name of Contractor)

as Principal, hereinafter called Contractor, and, _____

BERKLEY INSURANCE COMPANY

(Name of Corporate Surety)

4 HUTTON CENTRE DRIVE, SUITE 640, SANTA ANA, CA, 92707

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 ONE HUNDRED TWENTY SEVEN

THOUSAND, ONE HUNDRED FORTY THREE AND 9/100 dollars

(\$ 127,143.09), 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 agreement with the County for the Construction of the **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT** (herein "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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.

Signed and sealed this _____ day of _____, 20 _____.

BERKLEY INSURANCE COMPANY

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

Bishop-Sunland Landfill Gas Extraction System Installation Project

Labor and Materials Payment Bond

(SEAL)

By: _____
(Signature)

(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
BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter called CONTRACTOR,

and **BERKLEY INSURANCE COMPANY**

(Name of Corporate Surety)

Bishop-Sunland Landfill Gas Extraction System Installation Project

Labor and Materials Payment Bond

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 ONE HUNDRED TWENTY SEVEN THOUSAND, ONE HUNDRED FORTY THREE AND 9/100 Dollars (\$ 127,143.09)

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 agreement with County for the construction of the **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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 material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of

the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

BERKLEY INSURANCE COMPANY

(Name of Corporate Surety)

(SEAL)

By: _____
(Signature)

(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:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

BID PROPOSAL FORMS FOR

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

ENCLOSURES:

Bid Proposal Form
Bid Item List
Designation of Subcontractors
Bid Bond
Cashier's or Certified Check Form
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Public Contract Code Section 10285.1 Statement
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

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Assistant Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: BOB SONN EXCAVATING
26132 OLD HWY 80
DESCANSO, CA 91916

(Herein called "Bidder")

FOR: **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. **BID DEADLINE.** Bids must be received no later than 3:00 P.M. on August 28, 2015 by the Inyo County Assistant Clerk of the Board of Supervisors, 224 North Edwards Street, Independence, California 93526, at which time they will be publicly opened and read. No oral, telegraphic, telephonic or faxed bid proposals or modifications will be accepted.
2. **BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as follows:

AMENDEND BASE BID ITEMS PROJECT BID FORM - UNIT PRICE BID:
 (REMOVE AND REPLACE PAGE 10 OF BID PROPOSAL GUARANTEE WITH THIS PAGE)
BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

PROJECT NO. RR-14-016

ABBREVIATIONS:
 LS = LUMP SUM
 EA = EACH
 LF = LINEAR FOOT

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN	UNIT PRICE	TOTAL DOLLARS
1	Mobilization/ Demobilization	LS	1	\$ 15,840.00	\$ 15,840.00
2	Surveying	LS	1	\$ 1,882.35	\$ 1,882.35
3	Install Vertical Gas Collection Wells	LF	80	\$ 99.70	\$ 7,976.00
4	Furnish and Install Well Heads	LS	2	\$ 1,748.43	\$ 3,496.86
5	Furnish and Install 1000lb Carbon Canisters	LS	2	\$ 10,059.97	\$ 20,119.94
6	Furnish and Install Mini Blower Stations (including Blower, VFD, Panel, Vent, grading, concrete blocks)	LS	2	\$ 19,813.27	\$ 39,626.54
7	Electrical wire	LF	2835	\$ 3.66	\$ 10,376.10
8	Trenching for Electrical Wire	LF	1935	14.38	27,825.30

2. BASE BID PRICE:

BID TOTAL (IN NUMBERS) \$ 127,143.09

BID TOTAL (IN WORDS) one hundred twenty seven thousand One hundred forty three dollars & 09/100ths.

BIDDER (Print Name): BOB SONN EXCAVATING DATE 8/31/15

REVIEWED AND CHECKED BY: _____ DATE _____ (For County Use Only)

This Bid was received on 9-2, 2015 at 1:12p.m.
 ATTEST: Kevin D. Carunchio

Bishop-Sunland Landfill Gas Extraction System Installation Project
 Addendum No.3
 Page 2 of 2
 County Administrative Officer and Clerk of the Board
 Inyo County, California

By G. Samselley
 Assistant

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 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, March 1997.

5. ACCEPTANCE. County reserves the right to reject this Bid. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days 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. Failure of bidder to execute the Contract in a timely manner and deliver to the County the associated documents may result in forfeiture of bidder's security.

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 required pursuant to 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 8/13/15) (#2 8/17/15) (#3 8/20/15)

(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:

8.1 Bidder's Name: BOBBY GENE SONN

Bishop-Sunland Landfill Gas Extraction System Installation Project
Bid Proposal Guarantee

8.2 Address: 26132 OLD Hwy 80
DESCANSO, CA Zip Code 91916
(The above address will be used to send notices or requests for additional information.)

8.3 Telephone: 619 445-8346

8.4 Federal Identification No.: 95-3304606

8.5 Contractor's License No.: 361295 State: CA

Classification: A Expiration Date: 8/31/2016

8.6 Type of Business (check one):

Individual , Partnership (), Joint Venture ()

Corporation (), Other (Specify): _____ ()

8.7 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.

N/A

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 at least 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. 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 11134-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (5) Public Contract Code Section 10162 Questionnaire
- (6) Public Contract Code Section 10232 Statement

11. 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, March, 1997

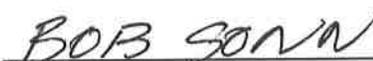
THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT HE OR SHE IS THE INDIVIDUAL BIDDER, OR THE MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE OF THE BIDDER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON HIS/HER OWN OR 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

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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,

Bob Sonn Excavating

(Name of Bidder)

as Principal, and Berkley Insurance Company

(Name of Corporate Surety)

4 Hutton Centre Drive, Suite 640, Santa Ana, CA. 92707

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent of the 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 **BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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 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.

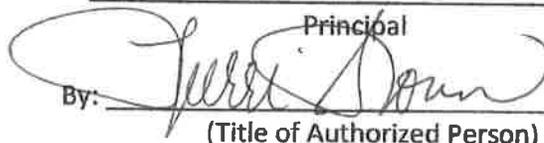
WITNESS our hands and seals this 26th day of August, 20 15 A.D.

Bob Sonn Excavating

Principal

(SEAL)

By:



Terri Macon Sonn

(Title of Authorized Person)

26132 Old Hwy 80, Descanso, CA. 91916

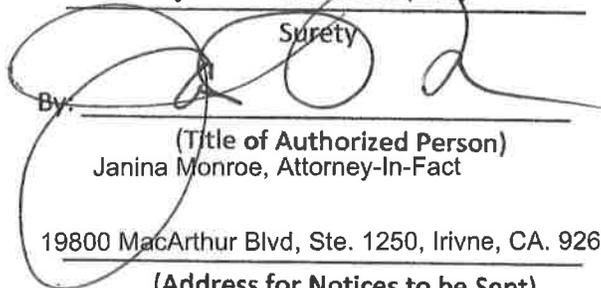
(Address for Notices to be Sent)

Berkley Insurance Company

Surety

(SEAL)

By:



(Title of Authorized Person)

Janina Monroe, Attorney-In-Fact

19800 MacArthur Blvd, Ste. 1250, Irvine, CA. 92612

(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:

ALL- PURPOSE CERTIFICATE OF 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 Orange }

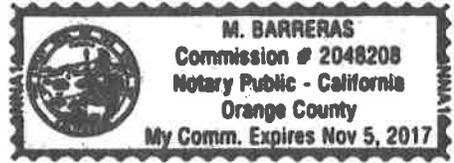
On AUG 26 2015 before me, M. Barreras, Notary Public
(Here insert name and title of the officer)

personally appeared Terri Macon Sonn,
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.

M. Barreras
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On AUG 26 2015 before me, M. Barreras, Notary Public
(Here insert name and title of the officer)

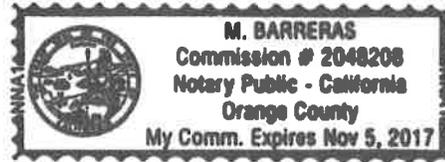
personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ 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.

M. Barreras
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT; has made, constituted and appointed, and does by these presents make, constitute and appoint: *Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this AUG 26 2015 day of _____, _____.

(Seal)

Andrew M. Fuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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, specially 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, where the portion of the work to be done by each Subcontractor for each subcontract is in excess of one-half of one percent of the Prime Contractor's total bid. In addition, the Bidder shall set forth below (under the heading "Description of Work") the portion of the work which will be done by each such Subcontractor. The Bidder shall list only one Subcontractor for each portion as defined by the Bidder in this Bid.

The Bidder understands that if it fails to specify a Subcontractor for any portion of the work to be performed under the Contract which is in excess of one-half of one percent of his bid, it shall be deemed to have agreed to perform such portion itself, and that it shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the County of Inyo, 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
2	Survey	1.20	PLS # 8087 12/31/16	EASTERN SIERRA LAND SURVEY FIRM 14 CHASE AVE BISHOP, CA 93514 760.872.3451
3	DRILL & INSTALL well	7.590	C-57 #767888 8/31/17	TECHNICON ENV. SCAP. 1539 N. BRAWLEY #108 FRESNO, CA 93722 559.276.9311
6+7	install mini Blower + electric cable	6 1/2 20	ITBCO TRAVIS BROOKSHUE A-709037A 3/31/17 860 MIDWAY DR ALPINE CA 91901 619.279.4244	

Bob Sonn
 Signature of Authorized Person) (Title)

BOB SONN EXCAVATING

(Printed Name) BOB SONN (Date) 8/25/15

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.5)**

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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.

BOB SONA, OWNER
(Name and Title of Signer)

Bob Sona
Signature

8/25/15
Date

Company Name BOB SONA EXCAVATING

Business Address 26132 OLNEY RD
DESCANSO, CA 91916

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

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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.

BOB SONN, OWNER
(Name and Title of Signer)

Bob Sonn
Signature

8/25/15
Date

Company Name BOB SONN EXCAVATING
Business Address 26132 Old Highway
DESCANSO, CA 91914

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

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

STATE OF CALIFORNIA:

COUNTY OF INYO:

I, BOB SONN, declare that I hold the office or position of OWNER of BOB SONN Excavating 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.

BOB SONN, OWNER
(Name and Title of Signer)

Bob Sonn
Signature

8/25/15
Date

Company Name BOB SONN excavating
Business Address 26132 OLD HENY RD
DECATO, CA 91916

Public Contract Code Section 10285.1 Statement

PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED PUBLIC CONTRACT CODE STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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 is true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION 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.

Bidder (print name) BOB SONN EXCAVATING
By: Bob Sonn 8/25/15
Signature of Authorized Person Date
BOB SONN, OWNER
Printed Name and Title

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

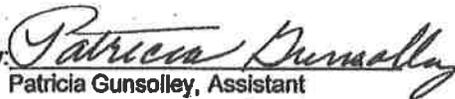
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered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

4/28/10

ALL BIDDERS: Be advised that per Section 6.06.030 - Inyo County Ordinance No. 1156, the "**Local Business Preferences**" provisions of said Ordinance No. 1156 shall not apply to this bid. Only the "Small Business Preferences" shall apply to this bid. Those bidders desiring to receive this preference shall submit the required State certification with their bid.

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: BISHOP-SUNLAND LANDFILL GAS EXTRACTION SYSTEM INSTALLATION PROJECT

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: _____

BIDDER'S COMPANY NAME: BOB SONN EXCAVATING

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	CERT. No. of SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR SMALL BUSINESS ENTERPRISE <small>(Must be certified on the date bids are opened)</small>	DOLLAR AMOUNT SMALL BUSINESS ENTERPRISE
1-8	<u>ALL ITEMS GENERAL</u>	<u>1350060 9/30/16</u>	<u>TERRI SONN 619.445.8346</u>	<u>127,143.09</u>

For Inyo County to Complete:

Project Number: RR-14-016
 Financing Type: _____
 Contract Award Date: _____

Checked by: _____
 Print Name _____ Signature _____ Date _____

Total Claimed Participation \$127,143.09
 _____ 100 %

Bob Sonn
 Signature of Bidder
8/26/15 619.445.8346
 Date (Area Code) Tel. No.
TERRI SONN 619.445.8346
 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 an 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 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 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 being participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

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

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

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

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both 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***



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 12
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Approval of Amendment No. 10 to the contract for engineering services with Nichols Consulting Engineers, Chtd. (NCE).

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve Amendment No. 10 to County of Inyo Standard Contract No. 156 between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE) to:

1. Increase the amount of the contract \$14,980 for a total not to exceed amount of \$380,285;
2. Authorize the chairperson to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County approved the award of a contract regarding pavement management services to Nichols Consulting Engineers, Chtd. (NCE) in 2008 for a term from 12/16/2008 to 6/30/2010. The Public Works Department administers the contract with NCE to provide engineering services for a county and city-wide pavement management program and to complete traffic counts on an as needed basis.

The County is required by Assembly Bill 628 and its Implementing Procedures to conduct specialized traffic counts to monitor combined use routes it has opened.

This amendment will increase the contract amount by \$14,980, which increase the original contract amount \$167,380 to \$380,285, to cover the expense by NCE to complete video traffic counts in November 2015. NCE is currently under contract, primarily to update a Pavement Management System of roads part of the County Maintained Mileage System. Task "O" of the scope of work is being amended to add additional traffic counts. To ensure that adequate traffic counts are completed, two counts will be completed on each combined use route.

ALTERNATIVES:

The board could choose not to approve the amendment to add this work. This is not recommended, as the County is required to complete traffic counts and to include the traffic counts in a report to the California Legislature. .

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.
- (3) The California Department of Transportation to reimburse the county for project costs as described below.

FINANCING:

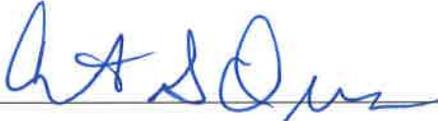
The Public Works Department will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. The anticipated expenditures created by Amendment No. 10 are included in the department requested FY15/16 budget. The cost to prepare the combined use traffic counts will be provided entirely by existing programming of Planning, Programming, and Monitoring funds in the State Transportation Improvement Program and by Rural Planning Assistance funds. Both of these types of funds are administered by the Inyo County Local Transportation Commission (LTC) and are included as tasks in the LTC Overall Work Program. There is no risk because adequate funding has already been allocated from the California Transportation Commission and via the execution of the Overall Work Program to fund the implementation of this project, as amended, during the contract period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: 	Date <u>10/05/15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: 	Date <u>10/13/15</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 10/13/15

**AMENDMENT NUMBER 10 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENGINEERING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Nichols Consulting Engineers Chtd. of Reno, Nevada (hereinafter referred to as “Contractor”), have entered into an Agreement for the provision of engineering services dated December 16, 2008, on County of Inyo Standard Contract No. 156, for the term from December 16, 2008 to June 30, 2010, which was subsequently extended to June 30, 2011, then to June 30, 2012, then to September 30, 2013, then to September 30, 2014, then to September 30, 2015 and finally to September 30, 2016.

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

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

1. The Scope of Work in Attachment A is amended as provided herein.
2. Paragraph 3 Subparagraph D is amended to read as follows:

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, including travel and per diem shall not exceed Three hundred eighty thousand two hundred and eighty-five (380,285) dollars (hereinafter referred to as “contract limit”). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

The effective date of this amendment to the Agreement is November 1, 2015.

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

**AMENDMENT NUMBER 10 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2015.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd.
FOR THE PROVISION OF Pavement Management Services**

TERM:

FROM: December 16, 2008 **TO:** September 30, 2016

SCOPE OF WORK:

Consultant shall perform all work necessary to prepare a City and County-wide Pavement Management System in accordance with the Nichols Consulting Engineers, Chtd. Scope of Work submitted on August 30, 2013 and attached hereto.

In addition, Inyo County Standard Contract No. 156 shall be amended in accordance with modifications included in the Amendments to Inyo County Standard Contract No. 156, attached hereto.



PROJECT UNDERSTANDING

Per Inyo County’s request, this proposal was developed to add Traffic Data Collection Services to Task O of NCE’s to Standard Contract No. 156 between Inyo County and NCE. This proposal includes the scope of work and fee for additional traffic data collection, per the County’s request.

SCOPE OF WORK

Additional services to be added to Task O include the following

Task O - Traffic Data Collection

NCE will provide all necessary services to collect additional traffic data. NCE will be teaming with Traffic Works to provide the following services.

- Conduct video recording at the follow six (6) locations within Inyo County

Road	Location	Nearest Community	Estimated Traffic Volume
Mazourka Canyon Road	On a dirt portion of the road about 7.2 miles from US 395	Independence (about 7.2 miles east of US 395)	<100 vehicles per day
Mazourka Canyon Road (dirt)	About 100 yards east of Clay Street	Independence (on the edge of town)	<100 vehicles per day
Lubken Canyon Road	100-200 yards west of US 395	Lone Pine (about a mile south of town)	<100 vehicles per day
Horseshoe Meadows Road	About 100 yards south of Lubken Canyon Rd	Lone Pine (about five miles SW of town)	100-400 vehicles per day depending on the
Poleta Road	About 100 yards east of Laws Poleta Road	Bishop (a few miles east of town)	200-500 vehicles per day
Silver Canyon Road	Between Joe Smith Road and Laws Poleta Road	Bishop (a few miles east of town)	<100 vehicles per day

- Duration to be at least 72 hours at each location and include (2) weekend days
- Data to be collected within the first 3 weekends of November 2015
- Create a custom classification for review and approval by Inyo County staff prior to data collection
- Classification to include ALL users and ALL vehicle types, motorized and non-motorized
- Collect and summarize daily volumes and classifications based on the approved classification scheme. Reporting will include daily volume and classification graphs and the classification categories.



Collaboration. Commitment. Confidence.™

*Pavement Management System Update for County of Inyo
Revised: September 29, 2015*

Deliverables:

- Data output summary tables and data graphs
- Brief memorandum report summarizing the data collected using supporting tables/graphics

The following cost estimate was developed based on this Scope of Work. These costs were developed using NCE's 2015 Schedule of Charges (attached).



Collaboration. Commitment. Confidence.™

*Pavement Management System Update for County of Inyo
Revised: September 29, 2015*

COST ESTIMATE

Task Description	Hourly Breakdown by Personnel			Total Costs
	Project Manager	Project Engineer	Traffic Works	
Task O. Traffic Data Collection	4	4	120	\$14,980
Totals	4	4	120	\$14,980

Engineering & Environmental Services

www.ncenet.com



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: October ²⁰~~13~~, 2015

SUBJECT: Award and approval of the construction contract for the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project

DEPARTMENTAL RECOMMENDATIONS: Request that your Board: 1) award the Construction Contract for the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project to Pavement Coatings Company of Jarupa Valley, California in the amount of \$243,605.00; 2) authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; 3) authorize the Public Works Director to execute all other contract documents, including change orders to the extent permitted by Public Contract Code section 20142 and other applicable law; and, 4) Request your Board amend the 2015-2016 county budget as follows: for Budget Unit 150402, Independence Airport Improvements, decrease appropriations in Professional Services (object code 5265) by \$243,605.00 and increase appropriations in Construction in Progress (object code 5700) by \$243,605.00 (4/5th's vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 11, 2015 meeting of the Board of Supervisors, your Board approved plans and specifications for the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project, and authorized the Public Works Director to advertise the project for bids. At the same meeting, your Board authorized the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the project.

On September 2, 2015, three (3) bids were received and opened by the Assistant Board Clerk. These bids have been reviewed by County Counsel and deemed responsive to the bid documents. A bid tabulation sheet is attached for you review. The bids received were as follows:

- | | |
|------------------------------|--------------|
| 1. Pavement Coatings Company | \$243,605.00 |
| 2. Pave-Tech Inc. | \$282,104.50 |
| 3. Maxwell Asphalt, Inc. | \$317,636.75 |

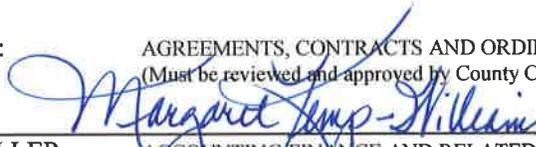
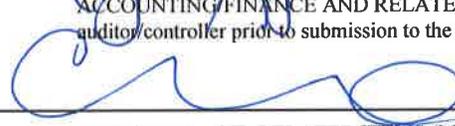
Pavement Coatings Company of Jarupa Valley, CA, provided the lowest bid total amount \$243,605.00, which was 9.56% above the engineer's estimate of \$222,354.

The FAA grant agreement was signed by the Public Works Director and County Counsel on September 10, 2015, and returned to the FAA. The FAA grant agreement amount was \$303,381 which represents the federal 90% share of the overall project cost of \$337,090.00. If the Board approves the resolution to submit a California Division of Aeronautics (CDA) state matching grant application for the project, which is also on today's agenda, the Public Works Department will submit an application for a matching grant from the CDA for 5 percent of the federal grant amount, or \$15,169.00. The local match for remainder of the project cost is \$18,540.00.

ALTERNATIVES: Your Board could choose not to approve the construction contract for the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project. This is not recommended because the FAA grant is in place, and the improvements are needed.

OTHER AGENCY INVOLVEMENT: The Auditor’s Office to make payments to the contractor after the contract is awarded; County Counsel to review and approve the contract documents; and, FAA and CDA to reimburse the County for their share of project costs.

FINANCING: The project is funded by the FAA’s AIP, which will reimburse the county for 90 percent of the currently estimated total project cost of \$337,090.00, or \$303,381.00. Additionally, the County is applying for California Department of Aeronautics funding in the amount of \$15,169, which represents 4.5% of the total project cost. All costs will be paid through budget unit 150402, Independence Airport Improvement, object code 5700, Construction in Progress.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/7/2015</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/8/2015</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

COUNTY ADMINISTRATIVE OFFICER:  Date: _____

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)  Date: 10/9/15

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Independence Airport Improvement

Bid Opening Date: 9-2-15 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Pavement Costings Co.	\$221,848.74	\$21,756.26	\$243,605.00	✓
2.	Maxwell Asphalt	\$263,496.25	\$54,140.50	\$317,636.75	✓
3.	Pave Tech	\$244,822.00	\$37,282.50	\$282,104.50	✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Bursallay

Present: Jeff Ahlstrom



AGREEMENT
BETWEEN THE COUNTY OF INYO AND
Pavement Coatings Company
for

**INDEPENDENCE AIRPORT – RUNWAY 14-32 PAVEMENT CRACK
REPAIR, SEALING AND MARKING PROJECT, AIRPORT IMPROVEMENT
PROGRAM FAA AIP PROJECT NO. 03-06-0108-007-2015**

THIS AGREEMENT is made and entered into _____ by and between the County of Inyo, a political subdivision of the State of California ("COUNTY") and Pavement Coatings Company ("CONTRACTOR") (hereinafter collectively referred to as "Parties") for the construction of the **INDEPENDENCE AIRPORT – RUNWAY 14-32 PAVEMENT CRACK REPAIR, SEALING AND MARKING PROJECT** pursuant to the Federal Aviation Administration Grant designated FAA AIP Project No. 03-06-0108-007-2015, ("Project"):

- I. CERTIFICATIONS:** CONTRACTOR affirms and certifies by signing this Agreement:
- A.** It is eligible to receive FAA AIP Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. (Title 2 CFR Part 180);
 - B.** In the performance of this Agreement it will affirm any sub-contractor retained to perform work in association with the Grant is eligible to receive FAA AIP Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. (Title 2 CFR Part 180 C); and
 - C.** In the performance of this Agreement it will affirm any contractor retained to perform work in association with the Project satisfies all relevant provisions of the Project, and all contracts arising therefrom specifically include the mandatory provisions set out in the Grant for FAA AIP Project No. 03-06-0108-007-2015 ("Grant") as stated hereinafter.
- II. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Exhibit A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Exhibit B and incorporated herein by this reference, and complete all work within the time for completion set forth in Exhibit A.
- III. TIME OF PERFORMANCE:** This Project shall begin on the date this Agreement is signed and shall continue until all requested services are completed. Said services shall be completed no later than _____, unless that date is properly extended as provided in the Grant. CONTRACTOR on behalf of COUNTY will meet all reporting expectations and deadlines established for the Project. Provided that CONTRACTOR shall not be responsible for delays caused by factors beyond its control provided that approval for any extended time of performance has been first approved by the COUNTY subject to the conditions of the Grant.

IV. COMPENSATION: Compensation to be paid to CONTRACTOR shall be in accordance with the schedules for payment set forth in Exhibit "B" at page _____. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.

V. METHOD OF PAYMENT: CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.

VI. PROFESSIONAL ABILITY OF CONTRACTOR AND STANDARDS OF PERFORMANCE: CONTRACTOR represents that it is competent, qualified and licensed to provide the services required in this Agreement. 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 Agreement. 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 Agreement. CONTRACTOR shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. 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 Agreement. All services provided and work performed under this Agreement shall be carried out in accordance with the FAA regulations, including those with respect to airport assurances¹.

VII. BREACH OF CONTRACT TERMS: Any violation or breach of terms of this Agreement on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of COUNTY pursuant to this Agreement. The duties and obligations imposed by the CONTRACT DOCUMENTS and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. CONTRACTOR'S BOOKS AND RECORDS: CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide COUNTY, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Project for the purpose of making audit, examination, excerpts and transcriptions. CONTRACTOR agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed as more specifically discussed below. At all times CONTRACTOR shall:

- A. Have intact, auditable fiscal records;
- B. Be familiar with and cooperate with any requests from the COUNTY associated with audits in keeping with OMB Circular A-133;

¹ http://www.faa.gov/airports/aip/grant_assurances/media/airport-COUNTY-assurances-aip.pdf

- C. Maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later;
- D. Maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later;
- E. Provide access to any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by COUNTY's Counsel or other designated representative of the COUNTY. Copies of such documents shall be provided to COUNTY for inspection at the office of the requesting COUNTY officer unless it is impractical to do so; in which case the records shall be made available at CONTRACTOR's address indicated for receipt of notices in this Agreement;
- F. Permit the State government, Federal government, the Bureau of State Audits, the Federal Aviation Administration the Comptroller General of the United States or any of their duly authorized representatives upon reasonable notice, unrestricted access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Project for the purpose of monitoring, auditing, or otherwise examining said materials; and
- G. When COUNTY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, give custody of the records to COUNTY, which will maintain them subject to granting access to such records and documents to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest upon Notice.

IX. INDEPENDENT CONTRACTOR: Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent Contractor, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY

harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.

X. INTEREST OF CONTRACTOR: CONTRACTOR affirms:

- A. CONTRACTOR (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 - 1. Will conduct research and arrive at conclusions with respect to his/her/its rendition of information, advice, recommendation or counsel independent of the control and direction of the COUNTY or of any COUNTY's official, other than normal agreement monitoring; and
 - 2. Possesses no authority with respect to any COUNTY decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

XI. INDEMNITY AND LIABILITY: The COUNTY shall not be liable for any damages or injuries caused under this agreement.

- A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and volunteers from and against any and all claims, demands, causes of action of every kind and character, losses, damages, injuries, and/or liability, including without limitation the amounts of judgments or contribution thereon, penalties, interest, court costs, legal fees and all other expenses, any and all costs and expenses in connection therein, occurring or in any way incident too, in connection with or arising directly or indirectly out of this Agreement;
- B. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense;
- C. CONTRACTOR agrees to bear all costs and expenses related to any claims, demands, or suit even if the claims, demands, or suit are groundless, false or fraudulent; and
- D. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge, in any way, CONTRACTOR's liability but is intended solely to provide for indemnification of COUNTY, its officers, agents, employees or volunteers from liability for damages or injuries to third persons or property arising from CONTRACTOR's performance pursuant to this Agreement.

XII. INSURANCE: Contractor must provide proof of insurance required by Exhibit "C"

XIII. COMPLIANCE WITH LAWS:

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION:

- 1. Every subcontract for construction exceeding \$10,000 must contain the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. CONTRACTOR furthermore agrees to insert

the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

2. CONTRACTOR's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

3. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. Timetables

b. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)

c. Goals for female participation in each trade (6.9%)

4. These goals are applicable to all of the CONTRACTOR's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

5. CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the Agreement, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

6. CONTRACTOR shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

7. As used in this contract the "covered area" is the City of Bishop, Inyo County, California.

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

C. CIVIL RIGHTS-GENERAL: CONTRACTOR agrees that it will comply with

pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds CONTRACTOR from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. the period during which the property is used by the airport COUNTY or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. the period during which the airport COUNTY or any transferee retains ownership or possession of the property.

D. CIVIL RIGHTS TITLE VI

1. **Title VI Solicitation Notice:** CONTRACTOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) agrees to notify all bidders for subcontracts that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
2. **Compliance with Nondiscrimination Requirements:** During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:
3. **Compliance with Regulations:** CONTRACTOR (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
4. **Non-discrimination:** CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
6. **Information and Reports:** CONTRACTOR will provide all information and reports

required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

7. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this Agreement, COUNTY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to CONTRACTOR under the Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
8. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one (1) through seven (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request COUNTY to enter into any litigation to protect the interests of COUNTY. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

E. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES:

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

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

expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

F. DISADVANTAGED BUSINESS ENTERPRISES

1. **Contract Assurance (§ 26.13)** - CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
2. **Prompt Payment (§26.29)** The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime CONTRACTOR receives from COUNTY. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

G. ENVIRONMENTAL REQUIREMENTS: CONTRACTOR acknowledges that the Project and activity are subject to the provisions of the National Environmental Policy Act (NEPA) and the procedures contained in 24 CFR, Part 58. CONTRACTOR agrees to not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until COUNTY or the FAA has issued an environmental clearance.

H. CLEAN AIR AND WATER ACTS: CONTRACTOR acknowledges that if the Project and activity are subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.,

and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time, will abide by the same.

CONTRACTOR and subcontractors agree:

1. That any facility to be used in the performance of the Agreement or subcontract or to benefit from the Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this Agreement, CONTRACTOR or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

I. TITLE 29, CODE OF FEDERAL REGULATIONS, SUBTITLE A, PARTS L, 3 AND 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended. CONTRACTOR with and on behalf of COUNTY shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

1. Minimum Wages:

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

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

worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(b)(i) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

b. [deliberately blank]

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

equivalent thereof.

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

2. **Withholding:** The Federal Aviation Administration or COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Agreement, the Federal Aviation Administration may, after written notice to CONTRACTOR, applicant, or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records:**

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

- b. [deliberately blank]

- i. CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Agreement, but if the agency

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

- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- iv. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section

1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

- a. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable

program is approved.

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

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

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

6. Contract Termination: Debarment. A breach of the Agreement clauses in paragraph 1 through 10 of this section may be grounds for termination of the Agreement, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

employees or their representatives.

8. Certification of Eligibility.

- a. By entering into this Agreement, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

9. California law requires:

- a. Where funds provided through this Agreement are used for construction work, or in support of construction work, CONTRACTOR shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- b. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between County and a licensed building contractor, County shall serve as the "awarding body" as that term is defined in the Labor Code. Where County will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

XIV. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

A. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970, 20 CFR Part 1910.

B. SAFETY TRAINING:

1. 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 CALOSHA (See Subchapter 4 and 7, Cal/OSHA T8 Regulations);* and
2. 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 CONTRACTOR has non-fixed worksites; and
3. CONTRACTOR using subcontractors with the approval of the COUNTY to perform the work which is the subject of this Agreement shall require each subcontractor working with employees to comply with the requirements of this section.

C. All contracts and subcontracts that result from this Agreement shall incorporate all provisions of this section. CONTRACTOR has full responsibility to monitor compliance

to the referenced statutes or regulation. CONTRACTOR and subcontractors must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency or State Agency with enforcement responsibilities.

XV. ANTI-LOBBYING CERTIFICATION: All contracts and subcontracts entered into in connection with this Project shall require certification by CONTRACTOR or subcontractor as set out below on page CB-26 of this Agreement.

XVI. RIGHTS TO INVENTIONS: All rights to inventions and materials generated under this Agreement are subject to requirements and regulations issued by the FAA, COUNTY and the Federal grant under which this Agreement is executed.

XVII. TRADE RESTRICTION CLAUSE:

A. CONTRACTOR or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

C. Further, CONTRACTOR agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

D. CONTRACTOR shall provide immediate written notice to COUNTY if CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

E. The certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through COUNTY cancellation of the Agreement or subcontract for default at no cost to the Government.

F. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. The certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

XVIII. VETERAN'S PREFERENCE: In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

XIX. "ANTI-KICKBACK ACT OF 1986" (41 U.S.C. 51-58): The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

XX. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
4. "Minority" includes:
 - a. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate

their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D.** CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of 41 CFR 60-4.5. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E.** Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 nor the regulations promulgated pursuant thereto.
- F.** In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by CONTRACTOR during the training period and CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G.** CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken

with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under section XX(G)(2).
6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. All contracts and subcontracts entered into in connection with this Project shall require certification by CONTRACTOR or a subcontractor as set out below on page CB-27 of this Agreement.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p of 41 CFR 60-4.5). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- M. CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of 41 CFR 60-4.5, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Executive Order 11246, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

XXI. NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

- A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
- C. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

- A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
- C. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

XXII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

A. OVERTIME REQUIREMENTS. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES. In the event of any violation of the clause set forth in paragraph (1) above, CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES. The Federal Aviation Administration or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

D. SUBCONTRACTORS. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

XXIII. PROCUREMENT: Compliance is required with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

XXIV. CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS: CONTRACTOR shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

XXV. TEXTING WHEN DRIVING:

- A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- B. CONTRACTOR must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. CONTRACTOR must include these policies in each third party subcontract involved on this project.

XXVI. 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 Agreement, any licenses, permits, insurance and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a County of Inyo business license.

XXVII. CONTROLLING LAW VENUE: This Agreement 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.

XXVIII. 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, etc., 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 ***** Independence, CA 95932
If to CONTRACTOR:	[Name, Title] CONTRACTOR Address CONTRACTOR City, State, Zip CONTRACTOR Phone #

XXIX. ENTIRE AGREEMENT: This Agreement constitutes the complete and exclusive statement of Agreement between COUNTY and CONTRACTOR. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

XXX. AMENDMENTS: This Agreement may be modified or amended only by a written document executed by both CONTRACTOR and COUNTY and approved as to form by the COUNTY Counsel.

XXXI. 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.

XXXII. EFFECT OF REFUSAL OF BOARD OF SUPERVISORS TO ENTER INTO AGREEMENT. It is understood and agreed by the parties that this Agreement is subject to the review and approval of the COUNTY Board of Supervisors upon Notice and Public Hearing. In the event that the COUNTY Board of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXXIII. EXECUTION: This Agreement 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 Agreement, it shall not be necessary to produce or account for more than one such counterpart.

XXXIV. ASSIGNMENT & SUBCONTRACTING: The parties recognize that a substantial inducement to COUNTY for entering into this Agreement is the professional reputation, experience and competence of CONTRACTOR. Assignments of any or all rights, duties or obligations of CONTRACTOR under this Agreement 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 Agreement 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 Agreement 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 is required by law.

XXXV. TERMINATION: This Agreement may be terminated for the reasons stated below:

TERMINATION OF CONTRACT

- A. COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the COUNTY.
- B. If the termination is for the convenience of COUNTY, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill CONTRACTOR's obligations, COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, CONTRACTOR is liable to COUNTY for any additional cost occasioned to COUNTY thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR had not so failed, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the contract price will be made as provided in paragraph b. of this clause.
- E. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- F. 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
G. By COUNTY upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Agreement.

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

XXXVII. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

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

Exhibit "A:" COUNTY OF INYO REQUEST FOR BIDS

Exhibit "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

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

COUNTY OF INYO

CONTRACTOR

Matt Kingsley, Board Chair

[], Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: KEVIN CARUNCHIO
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

Certification:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

I, _____ certify to the best of my knowledge or belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of me or to my knowledge, to the COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If I know or become aware that any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, I will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

CONTRACTOR

Dated: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

EXHIBIT "A"

RELEVANT PORTIONS OF RFB

[Faint, illegible text block]

[Faint, illegible text block]

EXHIBIT "B"

Two Hundred Forty Three Thousand Six Hundred Five Dollars and 00/100 Cents

(\$243,605.00)

EXHIBIT "C"

INSURANCE REQUIREMENTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14
--

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Inyo National Forest Plan Update – Wilderness Process, letter of support

RECOMMENDATION: Review Draft correspondence (Attachment: Letter to Ed Armenta), prepared for Forest Supervisor Ed Armenta regarding the Inyo National Forest Plan Update/Revision, Wilderness Evaluation Process (Attachment: Summary of Wilderness Evaluation Process) and provide input and direction to staff to send.

SUMMARY DISCUSSION: On October 6, 2015 staff provided your Board an update on the status of the Inyo National Forest Plan Revision and asked for input regarding comments on the Forest's process for identifying potential wilderness. The Forest Service recently shared its process for evaluating and identifying lands that may be suitable for recommendation in the Forest Plan for inclusion in the National Wilderness Preservation System (NWPS) and solicited input.

The 2012 Planning Rule requires the Forest Service to identify and evaluate lands that may be suitable for inclusion in the NWPS and to determine whether to recommend any lands for wilderness designation as part of the Forest Plan Revision work. There are four primary steps in this process:

1. Inventory – land is identified that meets size and improvement requirements for possible inclusion in the NWPS;
2. Evaluation – the lands that are inventoried are evaluated for wilderness characteristics based on criteria in Forest Service Handbook 1909.12, Chapter 70;
3. Analysis – the evaluated lands are reviewed and the Forest Service gathers public feedback to identify which specific areas to carry forward into the National Environmental Policy Act (NEPA) analysis. Not all of the land included in the inventory and/or evaluations have to be carried forward; and,
4. Decision – based the NEPA analysis, the responsible official will make a decision on the specific areas to recommend for the NWPS. The Forest's recommendation is not a final decision. Wilderness areas must be established by Congress.

The Inyo National Forest ended up with three potential new areas and three additions to two existing wilderness areas identified. The three potential new recommended wilderness areas are one each in the Glass Mountains, Deep Springs South and the Deep Springs North areas. There is one potential addition on the eastern side of the South Sierra Wilderness and two potential additions to the White Mountains Wilderness. All but the Glass Mountain recommendation are located in Inyo County.

Staff has been involved as a cooperating agency with Inyo Forest staff throughout the wilderness process to date and has conducted sight visits to look at the proposed NWPS areas from a distance. The County has provided the Forest Service comments and even maps of areas the County considers areas of importance, especially with regard to socioeconomic factors (agriculture, recreation and mining) and has found minimal issues with the proposed areas proposed to be carried forward. Staff has also reviewed these steps and finally the summary of the Wilderness Evaluation Process with your Board on October 6, 2015. Your Board

requested that staff return with a draft letter to the Inyo National Forest showing support for the Wilderness Process.

The letter conveys the County's appreciation for the continued corporation between the County and the Inyo Forest staff and the County's support for the methodology the Inyo Forest used to identify potential wilderness areas.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-12-15

Attachments:

- Draft letter of support for the Wilderness Process
- Summary: Wilderness Evaluation Process



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

October 20, 2015

Ed Armenta, Supervisor
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Inyo National Forest Plan – Process for identifying potential Wilderness Areas

Dear Supervisor Armenta:

On behalf of the Inyo County Board of Supervisors, we would like to thank you for continuing to provide avenues for input regarding the Inyo National Forest Plan Revision. We appreciate the opportunity to participate in development of the Plan and particularly with the issue of wilderness.

The Board would also like to convey our appreciation for the current level of cooperation that the County and Inyo Forest staff shares as you work on the Revision. We understand there must be considerable pressure on the Inyo Forest staff as an early adopter forest. Originally the County was not in favor of the early adopter status and we applaud your efforts as you blaze the trail for the Forests that will follow your lead.

We have reviewed the process you used for evaluating and identifying lands that may be suitable for recommendation in the Forest Plan for inclusion in the National Wilderness Preservation System. We believe that the County has been offered ample opportunity and has participated adequately in the development of the currently proposed areas. We find that your process, as summarized, is logical and technically sound and would like to offer our support for your methodology.

Sincerely

Matt Kingsley, Chairperson
Inyo County Board of Supervisors



U.S. Forest Service
Pacific Southwest Region



September 2015

Summary: The Wilderness Evaluation Process and Process for Identifying Areas for Potential Wilderness Recommendation during Environmental Analysis

The Forest Service is revising the Inyo, Sequoia, and Sierra National Forests' land and resource management plans as directed by the 2012 Planning Rule. This rule requires us to identify and evaluate lands that may be suitable for inclusion in the National Wilderness Preservation System. There are four steps in this process: inventory, evaluation, analysis and recommendation. The process outlined below explains our approach to the second step: wilderness evaluation. This process follows guidance outlined in the 2012 Planning Rule Directives, Forest Service Handbook 1909.12 Chapter 70, and the Wilderness Act of 1964.

Below we provide a summary of the wilderness evaluation step (section I) as well as the criteria we use for identifying areas during environmental analysis (also known as National Environmental Policy Act or NEPA analysis) for potential wilderness recommendation (section II). We also provide two supporting documents to explain how we evaluated wilderness characteristics (Attachment A), and to share the guidance we use for considering whether to bring areas forward for environmental analysis (Attachment B).

I. Wilderness Evaluation Process

A. Inventory dataset and map

- 1. Creation of an evaluation dataset and map based on the final inventory.** To begin the evaluation phase an evaluation dataset and map were prepared using the final inventory map and data. The evaluation map and dataset included all the areas that met the inventory criteria in the final inventory and excluded those areas that were excluded from the final inventory. The set of areas in the final inventory were referred to as the evaluation dataset and the map as the evaluation map. The intent of this first step was to create a clean dataset with which to begin the evaluation phase that no longer included areas considered but not included in the final inventory.

B. Consideration of motorized trails

- 1. Mapping and creation of subpolygons:**
 - a. Staff at each national forest mapped designated motorized trails and overlaid those maps on the evaluation maps, which contain all the polygons identified in the inventory process.

- b. The staffs then created subpolygons within the inventory polygons that encompass authorized motor vehicle trails in order to separate those motor vehicle trails from the rest of the polygon.

2. Assessment of subpolygons:

- a. The staffs evaluated the subpolygons containing designated motorized trails to determine the impact of those trails on the wilderness characteristics of the area. This entailed examining:
 - (i) The prevalence of motorized trails, and
 - (ii) The level of commitment to these trails (that is, is there strong commitment to maintaining them as evidenced by the Travel Management Subpart B decision-making process).
- b. This step was based on the assumption that areas networked with motorized trails may not have high potential for wilderness recommendation because they will likely lack wilderness character due to the authorized motorized activity. The Forest Service recognized there may be exceptions to this, but it was a starting assumption.

3. Public input on subpolygons approach and change in direction:

- a. The public provided input on the evaluation step through two avenues: input on the evaluation map showing the motorized and non-motorized subpolygons through the Web-based “Talking Points” system, and scoping comments on the Federal Register notice of intent and proposed action.
- b. Public input received on the maps resulted in the decision to retain all the subpolygons for evaluation, including those that contained designated motor vehicle trails. There was concern the Forest Service was automatically excluding the areas with motorized trails identified on the “Talking Points” map from being evaluated for wilderness characteristics and a belief that despite the current authorized motorized use, wilderness characteristics may be present in some areas. As a result, all polygons identified in the final inventory dataset were brought forward in their entirety for evaluation, as described below.

C. Evaluation of wilderness characteristics based on Chapter 70 of the Forest Service Directives

Each of the three forests has assembled an interdisciplinary team which is conducting a thorough review of each evaluation polygon using the best information available and focused on a set of questions derived from guidance in Chapter 70 of the directives.

An initial spreadsheet assessing the wilderness characteristics was created by the teams on each national forest for each polygon and any available information relevant to those characteristics has been documented in the spreadsheet. The list of questions based on Chapter 70 is contained in Attachment A: *Evaluation of Wilderness Characteristics*.

D. Narrative summaries of evaluations

1. **Draft evaluation narratives.** The wilderness evaluation narrative spreadsheets populated by the national forest staffs are being used to write a draft summary of the wilderness characteristics for each evaluation polygon in the inventory. These preliminary wilderness evaluation narratives include:

- a. A general description of the area, including the ecological groups present in the area that may be underrepresented in the wilderness system;
- b. A description of the factors relevant to the wilderness characteristics of the area including the degree the area generally appears to be affected primarily by the forces of nature; opportunities for solitude or primitive and unconfined recreation; and other features of value;
- c. A discussion of the ecosystems present in the evaluation polygon and their representation in the National Wilderness Preservation System. The forests used existing information and data provided by The Wilderness Society, which was reviewed and verified, to develop these descriptions;
- d. A description of issues related to manageability;
- e. A summary of all the factors relevant to the potential suitability for the area's inclusion in the National Wilderness Preservation System.

E. Public input

Public input has been gathered to date in a number of ways and is being considered in the development of the evaluation narratives in an iterative process. Further public input will be collected on the evaluation narratives themselves following publication of the evaluation narratives in the DEIS, as noted below.

1. **Evaluation maps and Web-based "Talking Points."** The Forest Service notified stakeholders that the final inventory maps with the areas affected by motorized trails identified would be posted to the "Talking Points" system on the Pacific Southwest Region's Web site at <https://my.usgs.gov/ppgis/studio/launch/16850>. Stakeholders were notified that the national forests were in the process of evaluating these areas and they were asked to provide any information about the areas that would help document the wilderness characteristics of the areas. Information provided by stakeholders was given via the Web site as both written comments and specific points or areas highlighted geographically on the map. These comments were systematically reviewed and if new information was brought forward about specific areas the forests reviewed, verified, and incorporated the information in to the evaluation spreadsheets and draft narratives.
2. **Scoping comments.** The Forest Service systematically reviewed scoping comments. If a comment had information that could potentially be new information about the wilderness characteristics or manageability of specific evaluation polygons then that information was highlighted and matched to the evaluation polygon number. The national forest staffs were then asked to go through all of those comments and if that information had not already been identified by the staff then they verified the information and incorporated it into the spreadsheet and draft narratives where applicable. Scoping comments that were more general in nature were categorized, summarized and provided to the forest supervisor for consideration as they were making decisions about what to bring forward into the draft environmental impact statement. This summary presented the full range of opinions expressed through scoping comments regarding the wilderness evaluation.
3. **Reports summarizing ecosystem representation information.** As noted above, in addition to the other public and stakeholder comments the Forest Service received, the Wilderness Society submitted substantial and detailed information regarding ecosystem representation (four large tables and 9 maps). The Forest Service reviewed and synthesized this information

into one cohesive document for each forest. These detailed reports were provided to each forest interdisciplinary team and are being considered during the evaluation process. The information will be summarized in the wilderness evaluation narratives.

4. **Future DEIS Appendix.** The evaluation narratives will be included in an appendix to the DEIS as provided by the directives (Chapter 72.2) and available for comment.

II. Process for identifying areas brought forward for environmental analysis

A. Information sources

1. **Draft wilderness evaluation narratives.**
2. **Scoping comments.**
3. **Other public input.**
4. **“Guidance for Consideration of Evaluated Areas for Recommendation in an Alternative.”** (Attachment B)

B. Process

1. **Initial recommendations.** Forest supervisors met with staff to review the draft wilderness evaluation narratives and to make initial recommendations regarding areas to be brought forward for environmental analysis.
 - a. **Considerations.** The draft evaluation narratives provided the primary foundation for the initial identification of potential recommended wilderness areas. The starting point was identifying areas with the highest quality of wilderness character based on the narrative and the location. (For example, areas with high characteristics adjacent to existing wilderness). After the initial round of high quality characteristics was determined, considerations for inclusion involved the extent of development both within and adjacent to the polygon, consideration for the feasibility of management as wilderness, such as the need to maintain the ability to undertake vegetation management to protect infrastructure and communities from wildfire. As the quality of wilderness characteristics diminished, polygons were assessed for the presence of infrastructure (motorized trails, mountain bike trails), or established activities that are incompatible with wilderness (groomed snowmobile trails, existing land uses requiring motorized access). These polygons were assessed carefully and if the existing uses were of a limited extent a determination was made on inclusion. Additional reviews between the three forests (Inyo, Sequoia, and Sierra), were done to ensure consistency in applying the process and as a result additional polygons went through the same process of consideration for inclusion.
 - b. **Preparation of maps and narratives for initial recommended wilderness areas.** The forests refined the boundary for each of the initial recommended wilderness areas based on the criteria in Chapter. 70. Each narrative description of the area was based on the direction in Chapter 70 and included the following:
 - (i) Name of potential recommended wilderness area
 - (ii) Number of acres
 - (iii) A description of the location and of the recommended boundary

- (iv) A description of the general geography, topography, and vegetation
- (v) A description of current uses
- (vi) A description of the wilderness characteristics of the area and the ability to protect and manage the area so as to preserve wilderness characteristics.

- 2. Evaluation and identification of initial recommendations.** The forests started drafting summaries of the evaluation narratives aimed at addressing the question of whether the individual polygons, or portions of those polygons, would be suitable as recommended wilderness or not. The forests considered the following criteria for drafting these initial summaries (see also Appendix B). This criteria was based on direction found in the Forest Service Directives 1909.12:
- a. Describe element in terms of the degree the area appears to be affected by the forces of nature, its apparent naturalness, i.e., whether or not human impacts are substantially noticeable.
 - (i) Whether or not the composition of plant and animal communities appear substantially unnatural (for example, past management activities have created a plantation style forest with trees of a uniform species, age, and planted in rows).
 - (ii) Extent to which the area appears to reflect ecological conditions that would normally be associated with the area without human intervention.
 - (iii) Extent to which improvements included in the area represent a departure from apparent naturalness.
 - b. Describe the degree to which the area has outstanding opportunities for solitude or for a primitive and unconfined type of recreation. The word “or” means that an area only has to possess one or the other. The area does not have to possess outstanding opportunities for both elements, nor does it need to have outstanding opportunities on every acre.
 - (i) Describe impacts that are pervasive and influence a visitor’s opportunity for solitude within the evaluated area. Factors to consider may include topography, presence of screening, distance from impacts, degree of permanent intrusions, and pervasive sights and sounds from outside the area.
 - (ii) Describe the relative opportunity to engage in primitive-type or unconfined recreation.
 - c. Describe the degree to which the area may be managed to preserve its wilderness characteristics. Consider such factors as:
 - (i) Shape and configuration of the area;
 - (ii) Legally established rights or uses within the area;
 - (iii) Specific Federal or State laws that may be relevant to the availability of the area for wilderness or the ability to manage the area to protect wilderness characteristics;
 - (iv) The presence and amount of non-Federal land in the area; and;
 - (v) Management of adjacent lands.
- 3. Release of Initial Recommendations.** The Forest Service posted to its public website the maps and narratives of each initially-selected area on the Pacific Southwest Regional planning Web site:
<http://www.fs.usda.gov/detail/r5/landmanagement/planning/?cid=STELPRD3803608>

4. **Review of scoping comments and additional public input.** The forests have undertaken additional review of public comments, including comments that were received after the formal scoping period closed, and compared the public's recommendations with the draft evaluation narratives. The careful review of public comments has fostered additional review of the inventoried polygons and development of the evaluation narratives in an iterative and ongoing process that involves: (1) reviewing public comments for any new information not considered in the narratives; (2) reviewing the narratives for consistency and clarity; (3) ensuring that statements regarding wilderness characteristics in the narratives are supported.
5. **Identification of additional areas to bring forward for environmental analysis as recommended wilderness.** The Forest Supervisors continue to meet with staff to determine which additional areas could be brought forward as recommended wilderness under one or more alternatives in the EIS. The following are the basic steps that the Forest Supervisors use in evaluating areas to include as recommended wilderness under one or more of the alternatives in the environmental analysis:
 - a. **First screen:** Appearance of naturalness and outstanding opportunities for solitude OR primitive recreation.
 - (i) Consideration is given as to whether human modifications to the area are substantially noticeable or not. Polygons where human modifications, such as mining operations, extensive range developments, plantations, etc., are substantially noticeable and adversely affect the appearance of naturalness are not brought forward.
 - (ii) Polygons are evaluated to determine the degree to which they offer opportunities for solitude or a primitive recreation experience. Where external factors adversely affect opportunities for solitude or a primitive experience, consideration is given to how extensive the adverse effect is within the polygon under consideration. Polygons where these opportunities are low due to various factors such as the presence and/or adjacency of motorized roads and trails, groomed snowmobile trails, recreation sites, and infrastructure, among others, are typically removed from further evaluation.
 - (iii) All polygons are evaluated to determine whether they could be redrawn to exclude the activities that adversely affect the appearance of naturalness or opportunities for solitude or a primitive experience and whether the remaining area retains an appearance of naturalness and outstanding opportunities for solitude or primitive recreation.
 - b. **Second screen:** Manageability
 - (i) Consideration is given to whether existing management activities and potential future management needs conflict with preserving the area's wilderness characteristics. This includes, but is not limited to, fuels and vegetation management activities needed to protect adjacent high value areas and communities, management of existing special use permits and facilities, the need for habitat restoration activities for sage-grouse, and the ability to define polygon boundaries and keep incompatible uses out of the recommended wilderness area.
 - c. **Third screen:** Ecosystem representation. Consideration is given to whether the area presents an opportunity to protect an ecosystem that is underrepresented.

- d. **General principle:** Although the considerations above represent primary decision considerations, in very few cases is an area eliminated or brought forward based on one factor alone. Instead, each area is evaluated holistically, and those with the wilderness characteristics and manageability needed to support their recommendation as wilderness brought forward, taking full account of the level of public interest that was expressed for and against additional wilderness areas on each forest.

III. Work in progress

Boundaries, maps, and narratives for the additional potential recommended wilderness areas are currently being developed and finalized. In addition, evaluation narratives and rationales for areas not being brought forward are being completed. All of this information will appear in either an appendix in the DEIS or in the project record.

Attachment A: Evaluation of Wilderness Characteristics¹

1. **Evaluate the degree to which the area generally appears to be affected primarily by the forces of nature, with the imprints of man's work substantially unnoticeable.** Consider such factors as:
 - a. **The composition of plant and animal communities.** The purpose of this factor is to determine if plant and animal communities have been substantially impacted by man.
 - (i) What human impact is there to the plant communities?
 - 1) Are invasive species present? If so which ones and how prevalent are they? Are they increasing or decreasing?
 - 2) Is fire occurring within its range of natural variability?
 - 3) Describe the past and current vegetation management.
 - 4) Describe past and current grazing activities.
 - (ii) What human impact is there to wildlife, fish, amphibians, and invertebrates?
 - 1) Are there feral species present? If so, please describe the situation.
 - 2) Are there invasive species present? If so please describe the situation.
 - 3) Does fish stocking occur in this area? If so, please describe whether native species are stocked or not. Are the lakes or streams where stocking is occurring self-sustaining? What frequency does stocking occur? Are any motorized or mechanized transportation or equipment used?
 - 4) Are there any overpopulation issues? Please describe.
 - 5) Does the area provide contiguous habitat or connectivity for fish and wildlife? Please describe.
 - b. **To what extent does the area reflect conditions that would normally be associated with the area absent human intervention?**
 - (i) Does the area have ecological integrity?
 - 1) Is species composition/succession generally the result of natural processes or have they been manipulated by humans?
 - (ii) What are the hydrologic conditions of the area?
 - (iii) What is the air quality of the area?
 - (iv) What are the soil conditions of the area?
 - (v) What is the condition of meadow and riparian areas within the area?
 - c. **What improvements, if any, are in the area and what is their impact on the naturalness of the area?**
 - (i) Are there any airstrips or heliports? If so, what affects do they have to the naturalness of the surrounding area?
 - (ii) Have there been vegetation treatments in the area? Please describe. Are they substantially noticeable?

¹ Evaluation Criteria Based on FSH 1909.12 Chapter 70

- (iii) Does the area contain timber harvest areas where logging and prior road construction had occurred? Please describe. Are they substantially noticeable?
 - (iv) Are there permanently installed vertical structures within the area, such as electronic installations including cell towers, television and radio repeaters, etc.? Please describe.
 - 1) What is the frequency of access and type of access required for maintenance and administration of any vertical structures in the areas?
 - (v) Does the area contain historic mining sites? Please describe. Are they substantially noticeable?
 - (vi) Does the area contain current mining activity? Please describe. Are the impacts substantially noticeable? What is the frequency of access and type of access required?
 - (vii) What type and amount of structural (fences, water troughs, etc.) and non-structural (chaining, burning, spraying, potholing, etc.) range improvements, if any, are present in the area?
 - (viii) Are there any recreation improvements within the area? Please describe. How easily could these be removed?
 - (ix) Are there any ground return telephone lines, electric lines, power lines, or other similar permanently installed linear right-of-way structures present where the right-of-way has not been cleared? Please describe.
 - (x) Does the area contain any watershed treatment areas (contouring, diking, channeling, hand constructed gully plugs, etc.). Please describe. If so, are they substantially noticeable?
 - (xi) Are there developments or activities immediately adjacent to the area? Please describe. Do they impact opportunities for solitude?
 - (xii) Are there any structures, dwellings or other relics of past occupation present? If so, please describe them and if/how they are being maintained?
- 2. Evaluate the degree to which the area has outstanding opportunities for solitude or for primitive and unconfined type of recreation.** Does the area provide a feeling of isolation or a sense that civilization has been left behind?
- a. What opportunities are there to engage in primitive type or unconfined recreation activities that lead to a visitor's ability to feel a part of nature?
 - (i) What are the types of primitive-type recreation activities, current and potential, in the area? Please describe what opportunities there are for the following types of activities: wildlife observation, hiking, backpacking, horseback riding, fishing, hunting, floating, kayaking, cross-country skiing, camping, climbing, photography, and enjoying nature.
 - (ii) Does the area provide visitors with a degree of challenge or risk while using outdoor skills? Please describe the degree to which the area offers visitors the opportunity to experience adventure, excitement, challenge, initiative, or self-reliance, the unusual or typical.

- b. Consider impacts that are pervasive and that influence a visitor's opportunity for solitude.
 - (i) What is the topography of the area?
 - (ii) Is screening present due to topography and vegetation?
 - (iii) How much distance is there from impacts from developments and activities on adjacent lands?
 - (iv) What is the degree of permanent intrusions in the area due to existing infrastructure?
 - (v) Are sights and sounds from outside the area present? Please describe.
 - 1) Can a traveler see or hear evidence of civilization from within the area?
 - 2) Is the area a quiet place free from motorized noise?
 - 3) Are motorized trails present in the area? If so, how prevalent are they?
 - (vi) What is the potential for encounters with other visitors (high, medium, low)?
 - 1) Are there seasonal differences?
 - 2) How is use distributed in the area?
3. **Evaluate how an area less than 5,000 acres is of sufficient size as to make practicable its preservation and use in an unimpaired condition.**
 - a. Is the area less than 5,000 acres?
 - b. Is the area contiguous to existing wilderness, recommended wilderness or similar classifications on adjacent lands of other agencies?
 - c. Does the size of the area allow for its preservation and use in an unimpaired condition? Explain.
4. **Evaluate the degree to which an area may also contain ecological, geological, or other features of scientific, educational, or historical value.**
 - a. Does the area contain any rare plants, animals or ecosystems? Please describe.
 - b. Does the area contain outstanding landscape features such as waterfalls, mountains, viewpoints, water bodies or geologic features? Please describe.
 - c. Does the area contain any historic or cultural sites? (Confidentiality requirements will be respected) Please describe.
 - d. Does the area contain any Research Natural Areas or other special designations? Please describe.
 - e. Does the area contain high quality water resources or important watershed features? Please describe.
 - f. Are there other unique or exceptional features of value? Please describe.
5. **Evaluate the degree to which the area may be managed to preserve its wilderness characteristics.**
 - a. What is the shape and configuration of the area?

Summary of the Wilderness Evaluation and Recommendation Process

- (i) Does it have a narrow, elongated or gerrymandered type of shape? If so, How easily could this shape be managed?
- (ii) Are there any cherry stemmed roads running into the roadless area? If yes, describe the extent, current access, uses and level of activity.
- (iii) Does the existing boundary provide for easy management of the area?
- b. Are there any legally established uses in the area?
 - (i) Area there any legal easements? Please describe.
 - (ii) Are there any mining claims in the area? Please describe.
 - (iii) Is there any established access to private inholdings? If yes, describe the extent, current access, uses and level of activity.
 - (iv) Do any military training activities occur in the area? Please describe.
 - (v) Is there active tribal use of the area for ceremonies or traditional uses? Please describe.
 - (vi) Are there any water impoundments? Please describe the extent, current access, maintenance and administrative needs.
 - (vii) Are there any existing water rights within the area? Please describe.
 - (viii) Is grazing permitted within the area? If so, what is specifically permitted?
 - (ix) Are there any lands special uses permits issued within this area. If yes, please describe.
- c. Are there any specific federal or state laws that may be relevant to the availability of the area for wilderness or the ability to manage and protect wilderness? Please list the laws and their effect on the area. (For Example: ESA and the management activities in an area necessary for SN Bighorn Sheep management.)
- d. Is non-federal land present within the area?
 - (i) Describe the amount and ownership.
 - (ii) Describe the uses and activities.
 - (iii) Is it an inholding or an edgeholding? If an inholding, what is access across NFS land.
- e. What type of management is occurring on adjacent lands?
 - (i) What is the ownership of adjacent lands?
 - (ii) What are the current uses of adjacent lands?
 - (iii) Is there a potential for existing or potential public uses and activities on adjacent lands to increase that might result in demands to allow nonconforming structures/activities in wilderness? Please describe the situation.
- f. Are there any other designations overlying the area?
 - (i) Are there Wild and Scenic Rivers? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

- (ii) Are there Pacific Crest Trail segments? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
 - (iii) Are there other designated trails? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
 - (iv) Are there National Monuments? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
 - (v) Are there National Recreation Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
 - (vi) Are there Special Management Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
 - (vii) Are there Research Natural Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?
- 6. Describe any other information that might be relevant to determining the wilderness character of this area based on public feedback.**

Attachment B: Guidance for Consideration of Evaluated Areas for Recommendation in an Alternative

- **The recommended areas should have suitable wilderness characteristics:**
 - ◆ Generally appears to be affected primarily by the forces of nature, with the imprints of man's work substantially unnoticeable (naturalness)
 - ◆ The area should have outstanding opportunities for solitude or for a primitive and unconfined type of recreation. The area does not have to possess outstanding opportunities for both elements, nor does it need to have opportunities on every acre
 - ◆ May contain ecological, geological, or other features of scientific, educational, scenic, or historical value, but these values are not required to be present in an area for the area to be recommended for inclusion in the NWPS.
- **The area must be one that can be managed to preserve its wilderness characteristics**
- **An area does not have to be pristine or untouched to be suitable for the NWPS.** Congress has recognized the need to provide for passive or active restoration in previously modified areas that have wilderness characteristics. A recommended area may contain:
 - ◆ Vegetation treatments that are not substantially noticeable.
 - ◆ Timber harvest areas where logging and prior road construction are not substantially noticeable.
 - ◆ Permanently installed vertical structures provided their impact, as well as their maintenance and access needs, is minimal.
 - ◆ Areas of historic mining where impacts are not substantially noticeable.
 - ◆ Range improvement areas with minor structural improvements and nonstructural improvements that are not substantially noticeable.
 - ◆ Minor, easily removable recreation developments may be included, but generally not developed sites.
 - ◆ Ground return utility lines if a right-of-way has not been cleared.
 - ◆ Watershed treatment areas that are not substantially noticeable, or if wilderness character can be maintained or restored through appropriate management actions.
 - ◆ Lands that are adjacent to development or activities that impact opportunities for solitude. The fact that non-wilderness activities can be seen or heard from within any portion of the area does not, of itself, preclude consideration.
 - ◆ Structures, dwellings and relics of past occupation when they are considered part of the historical and cultural landscape.
 - ◆ Level 1, decommissioned, unauthorized or temporary roads, or has previous decision to reclassify to a Level 1 or decommission.
- **A polygon may be moved forward in whole or in part into one or more of the alternatives in the analysis.**
 - ◆ A recommendation can be a portion of the parent polygon that has been analyzed.
 - ◆ The area moved forward can be reshaped to remove or exclude things that would make it an otherwise suitable areas difficult to manage in such a way as to protect it wilderness characteristics.

Summary of the Wilderness Evaluation and Recommendation Process

- For areas that are recommended in the DEIS document we will need to provide for the public, at a minimum:
 - ◆ Name and number of acres include in the area to be considered for recommendation
 - ◆ Location and a description of a recommended boundary for each area.
 - The boundary must be clearly defined and support management of the area as wilderness and other adjacent uses. There is good guidance in Ch. 70 on how to develop the boundary. Once an area is identified to be moved forward as a recommendation in the analysis the RO will assist the forest in creating boundaries that meet the requirements in Ch. 70.
 - ◆ A brief description of the general geography, topography and vegetation of the recommended area.
 - ◆ A brief description of the current uses of the area
 - ◆ A description of the area's wilderness characteristics and the ability to protect and manage the area so as to preserve its wilderness characteristics.
 - ◆ A brief summary of the factors considered and the process used in evaluating the area and developing alternatives.
 - This will need to include a discussion articulating why polygons with wilderness characteristics are not moved forward into the analysis.

USDA is an equal opportunity provider and employer.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Planning Department, Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Yucca Mountain Oversight Budget Amendment; Amendment No. One to the contract between the County of Inyo and The Hydrodynamics Group; and, Amendment No. One to the contract between the County of Inyo Andy Zdon & Associates

DEPARTMENTAL RECOMMENDATION:

- Request the Board amend the Fiscal Year 2015-2016 Board Approved Budget by amending the Planning Department's Yucca Mountain Oversight (620605) budget by increasing Object Code 5265 (Professional and Special Service) by \$20,000 (4/5 vote required).
- Request the Board approve Amendment No. One to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the contract limit by \$5,000 to a total of \$25,000, contingent upon appropriate signatures being obtained and adoption of future budgets.
- Request the Board approve Amendment No. One to the contract between County of Inyo and the Andy Zdon & Associates (Zdon) to amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the contract limit by \$15,000 to a total of \$75,000 and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained and adoption of future budgets.

SUMMARY DISCUSSION: On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the Nuclear Regulatory Commission (NRC) to resume the previously discontinued licensing process for the DOE Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff to use the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository.

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the Board entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada.

On May 19, 2015 the Board entered into a contract with Zdon to review reports and other information relevant to the draft SEIS and review the draft SEIS to provide assistance to the County and its consultants in preparing comments on the draft SEIS. Mr. Zdon is a former employee of the Inyo County Water Department, and is very

familiar with the hydrology in the vicinity of Yucca Mountain, as well as with the groundwater models used by the DOE and NRC in developing the SEIS.

On August 21, 2015 the NRC released the SEIS for public review and comment. The NRC, in response to many initial comments requesting a time extension, has extended the comment period to end on November 20, 2015 from October 20, 2015. Hydrodynamics and Zdon have begun their review of the document, but have also indicated that the review and development of comments will require more time from them, which will, in turn, require more funding from the County. Since the County is an AULG and has standing contentions, this amendment request for review by these experts is in the County's best interest. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

ALTERNATIVES: The Board could not approve the amendments. This is not recommended as Hydrodynamics' and Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on the SEIS and it is important to be able to use their services in the County's review and comments.

OTHER AGENCY INVOLVEMENT: The Department of Energy

FINANCING: Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. The proposed budget amendment will increase the Yucca Mountain Oversight Budget (620605) Object Code 5265 (Professional and Special Services) by \$20,000 to \$135,000 to accommodate these expenses.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <i>Margaret Kemp-Williams</i> 10/13/15
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <i>[Signature]</i> yes 10/14/2015
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>[Signature]</i> Approved: <i>[Signature]</i> Date 10-14-2015

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
[Signature] Date: 10/15/15

Attachments

- 1 – Proposed Contract Amendments (Hydrodynamics and Andy Zdon) No. One.

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 24, 2014 on County of Inyo Standard Contract No. 156 for the term from July 1, 2014 to June 30, 2016.

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

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$25,000.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: Michael J. King

Dated: _____

Dated: October 7, 2015

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M Baker
County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ANDY ZDON AND ASSOCIATES, INC
FOR THE PROVISION OF HYDROLOGICAL
CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Andy Zdon and Associates, Inc (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrological consulting services dated May 19, 2015 on County of Inyo Standard Contract No. 156 for the term from June 1, 2015 to June 30, 2016.

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

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$75,000.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Authorize Personnel to fill a vacant Gate Attendant position from an established eligibility list.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that consistent with the adopted Authorized Position Review Policy that: A) The availability of funding for the requested position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and B) an internal recruitment, however it would be more appropriate to fill the position from an existing list that the County has recruited for and has an existing eligibility list that was approved and created for that the position; and C) approve the hiring of one Gate Attendant, at Range 48 (\$2,581 - \$3,128).

SUMMARY DISCUSSION:

The FY 2014-2015 Manpower Report (approved by your Board as part of the FY 2014-2015 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling and Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The Bishop-Sunland Landfill Gate Attendant position recently became vacant when the attendant accepted a position with Inyo County Recycling and Waste Management as an Equipment Operator.

Staff recommends filling of the Gate Attendant position, Range 48 (\$2,581 - \$3,128) from the established eligibility list to work at the Bishop-Sunland Landfill.

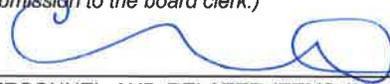
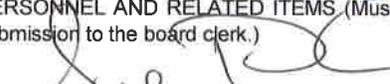
ALTERNATIVES:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2015-2016 Solid Waste Budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/12/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>10/8/15</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/14/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 20, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a bi-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

 _____ Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING October 20, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 19

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 20, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 20, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:15 a.m Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Ordinance Amending Section 2.88.55 of the Inyo County Code - Adding Classifications

DEPARTMENTAL RECOMMENDATION: - Request Board waive the first reading of an ordinance entitled "An Ordinance of the County of Inyo, State of California, Amending Section 2.80.055 of the Inyo County Code to Exempt the Psychiatrist, Senior Assistant County Counsel, Assistant County Counsel, and Deputy County Counsel II-IV Classifications from Competitive Service" and set the enactment for October 27, 2015 at 11:45 a.m. in the Board of Supervisors Room, at the County Administrative Center in Independence.

SUMMARY DISCUSSION: - Based on direction from your Board staff has prepared the Ordinance exempting the Psychiatrist and County Counsel Classifications from Competitive Services in the Inyo County Code. Staff requests your Board waive the first reading of the ordinance and set the enactment for October 27, 2015 at 11:45 a.m. in the Board of Supervisors Room, at the County Administrative Center in Independence.

ALTERNATIVES: - Your Board could choose to not waive the first reading of the ordinance and direct staff in a different direction

OTHER AGENCY INVOLVEMENT: - County Counsel, Personnel

FINANCING: N/A

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.80.055 OF THE COUNTY CODE TO EXEMPT THE PSYCHIATRIST, SENIOR ASSISTANT COUNTY COUNSEL, ASSISTANT COUNTY COUNSEL, DEPUTY COUNTY COUNSEL II-IV CLASSIFICATION FROM COMPETITIVE SERVICE

The Board of Supervisors of the County of Inyo, State of California, do ordain as follows:

SECTION ONE: AUTHORITY

Article 11 section 1(b) of California Constitution authorizes the governing body of a County to provide for the appointment of employees.

Government Code section 25300 allows the Board of Supervisors to provide for the number, compensation, appointment, tenure, and conditions of employment for County employees by resolution or ordinance.

Inyo County Code at Section 2.80 establishes a merit system subject to exemptions as set by the Board of Supervisors by ordinance.

SECTION TWO: PURPOSE

Inyo County Code §2.80.055 identifies the types of offices, positions that are exempt from the merit system, or competitive service.

SECTION THREE. SECTION 2.80.55 AMENDED

Section 2.80.55 is amended to read as follows:

- G. Psychiatrist
- H. Senior Assistant County Counsel
- I. Assistant County Counsel
- J. Deputy County Counsel IV
- K. Deputy County Counsel III
- L. Deputy County Counsel II

SECTION FOUR. 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 thereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of this 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 _____ day of _____ 2015.

AYES:
NOES:
ABSENT:
ABSTAINED

Matt Kingsley, Chairperson

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:30 a.m. Closed Session Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: October 20, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: At its September 15, 2015 meeting, the Board conducted a workshop regarding a draft Tribal Consultation Policy. During the workshop, local Tribal representatives provided preliminary input, and generally expressed a preference for additional time to review the draft Policy. The Board scheduled a follow-up workshop for October 20 to do so. Attached is the Agenda Request Form from September 15.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

A handwritten signature in blue ink, appearing to read "John Hart", is written over a horizontal line.

Date: 10/12/15

Attachment: September 15, 2015 Agenda Request Form



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 p.m. Closed Session Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: Intergovernmental consultation between the County and recognized local tribes is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and codified with respect to General Plans in Government Code Section 65562.5 and 65352.3 et seq., Specific Plans in Government Code in Section 65453, and the California Environmental Quality Act (CEQA) in Public Resources Code Section 21080.3.1 et seq. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features. The County has been consulting with local Tribes for many years pursuant to SB18 and, since July 1, 2015, has consulted with local tribes pursuant to AB52.

Background

SB18 requires that the County consult with local Tribes when adopting or amending its General Plan and/or Specific Plans. The process is as follows: (1) the County requests a contact list from the Native American Heritage Commission, (2) the County sends consultation requests to those contacts provided in response at least 90 days prior to any action, and (3) the County consults with any tribes that may request consultation within 30 days. Consultation is defined as follows:

...the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

AB52 is new legislation that incorporates consultation into the CEQA process. The procedure is that the County must notify local tribes and request consultation for Environmental Impact Reports and (Mitigated) Negative Declarations within geographic areas that may be identified by local tribes. Within 14 days of determining a project complete or deciding to undertake a project,

the lead agency shall notify tribes that have requested to be notified of projects within a geographic area that includes the project, and the tribes have 30 days to request consultation. The definition of consultation is the same as for SB18.

Draft Policy

Partly through its efforts to consult with local tribes pursuant to SB18, County staff has been working to develop a Policy to guide consultation and other intergovernmental discussions with local tribes. Through an iterative process, a draft Policy has been crafted (attached) that includes the following:

1. Purpose
2. Defining consultation
3. Notification
4. Designates members of the Board of Supervisors and Tribal Council to consult
5. Procedures (including number, duration, location, and timing of meetings, participants, agendas, and note-taking)
6. Responsibilities
7. Protecting cultural resources
8. Confidentiality
9. Information exchange
10. Conferring regarding additional topics not required by SB18 and/or AB52

By design, and in an effort to further Tribal/County relations, the proposed policy has been drafted to exceed the requirements SB 18 and AB 52.

Next Steps

In conducting today's workshop, staff is seeking input from your Board, Tribes, and the general public. Prior to considering approval of the Policy as it may be revised, your Board may want to direct staff to provide public notice of its intent to consider the proposed Policy well in advance of the Board of Supervisors meeting at which the Policy will be agendized.

Also, if your Board ultimately adopts a policy, and if the Tribes please, the County and Tribes could use the policy as the basis for developing Tribe-specific Memorandums of Understanding (MOU) – or other similar instruments – regarding consultation, which would be presented to the Board for consideration. In the absence of such MOUs, the Policy (if adopted) would guide the County's consultation with the Tribes in compliance with, and exceeding current State law.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp Williams</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

[Handwritten Signature]

Date: 09-09-2015

[Handwritten Signature]

Date: 9/9/15

Attachment: Draft Policy

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by SB 18 (Burton, 2004) and AB 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a CEQA project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. CONSULTATION PROCESS

- i. **Consultation Defined.** The County adheres to the definition of “consultation” found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:

“Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties’ cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party’s sovereignty. Consultation shall also recognize the tribes’ potential needs for confidentiality with respect to places that have traditional tribal cultural significance”

- ii. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County’s General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act (“CEQA”).
- iii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters

affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

- iv. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-

face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, the County Policy is:

- a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.
- b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.
- c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.
- d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.
- e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint two members of its Tribal Council to serve as its representatives to the consultation meetings.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

- f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.
- g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

- h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.
- i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.
- j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.
1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.
 2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the

information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.
- k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

III. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,
3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

DRAFT