

# 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.

**April 10, 2018**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899.**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
5. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957] –** Title: Planning Director.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

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

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
9. **PROCLAMATIONS – Wild Iris** – Request Board approve two proclamations: one declaring April Sexual Assault Awareness Month in Inyo County and one declaring April Child Abuse Prevention Month in Inyo County.

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

10. **BOARD OF SUPERVISORS** – In follow-up to a presentation from the Sierra Business Council on February 13, request Board consider approving: A) a resolution titled, "A Resolution the Board of Supervisors, County of

Inyo, State of California in Support of SB 5, Which Will Appear on the June 5, 2018 Ballot as Proposition 68: The Parks, Environment and Water Bond of 2018;” and B) a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State Of California in Support of the Sierra Climate Adaptation and Mitigation Partnership (CAMP).”

11. **HEALTH AND HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely the vacancy could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applications apply for the specialized position; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$4,804 - \$5,843) or Psychotherapist at Range 81 (\$5,806 - \$7,060).
12. **PUBLIC WORKS** – Request Board adopt the plans and specifications for the Whitney Portal Road and Horseshoe Meadow Road Permanent Restoration Repair Project and authorize the Public Works Director to advertise for bids for the project.
13. **PUBLIC WORKS** – Request Board approve the adoption of a new Quality Assurance Program to be used on all Inyo County road paving projects.
14. **PUBLIC WORKS** – Request Board ratify and approve the contract between the County of Inyo and LSC Transportation Consultants, Inc. for the provision of transportation planning services, in an amount not to exceed \$45,135 for the period of March 27, 2018 through April 30, 2023 and authorize the Chairperson to sign.
15. **PUBLIC WORKS – Road Department** – Request Board: A) award a contract to the second-lowest bidder, Environmental Concepts of Tehachapi, CA, for delivery and purchase of 180,000 pounds of Crafcoc crack seal material, in an amount not to exceed \$175,950, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) declare and approve Environmental Concepts as a sole-source for the rental of a Super Shot 125 Crafcoc rubber melting kettle, for use by the County for a period of up to five months to apply Crafcoc crack seal material at a cost of \$5,000 per month plus tax, for an amount not to exceed \$27,500; and C) amend the Fiscal Year 2017-2018 Road Budget (034600) as follows: increase appropriations in Road Materials (Object Code 5309) by \$180,000 (*4/5ths vote required*).
16. **COUNTY ADMINISTRATOR** – Request your Board:
  - A. Consider most recent draft License Agreement between the City of Los Angeles Department of Water and Power and the County of Inyo for the Big Pine Veteran’s Path Project (Attachment D), and either:
    1. Approve and Authorize Chair to sign the License Agreement subject to final County Counsel and Risk Manager approval as to form; OR,
    2. Direct staff continue License Agreement negotiations; OR,
    3. Direct staff to initiate efforts to purchase an easement for the Veteran’s Path Project in lieu of the License Agreement; OR,
    4. Terminate the County’s efforts to obtain some form of land use agreement for the Veteran’s Path Project from LADWP.
  - B. Provide direction to staff with regard to expending \$124,120 in remaining Great Basin Air Pollution Control District Environmental Public Benefit Grant funds for the Big Pine Veteran’s Path Project or the Lone Pine VFW Parking Lot Paving Project.
17. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
18. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
19. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

20. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
21. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11 a.m. 22. **COUNTY ADMINISTRATOR – Parks & Recreation** – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 12.16.180, 12.18.010, 12.18.020, 12.18.030 and 12.18.150 of the Inyo County Code, Pertaining to the Use of County Campgrounds.”
- 11 a.m. 23. **PLANNING** – Request Board: A) conduct a public hearing regarding Appeal No. 2018-01 (Kent Schlick) appealing the Planning Commission’s decision to uphold the Planning Director’s determination that mini-storage facilities are not an allowed used in the Central Business zone; and B) deny the appeal.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.**

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

24. **PUBLIC COMMENT**

**CORRESPONDENCE – INFORMATIONAL**

25. **Inyo County Auditor-Controller** – In accordance with Sections 26905 and 26921 of the Government Code and Board orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer made on April 3, 2018.

**BOARD MEMBER AND STAFF REPORTS**



**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING APRIL 2018  
SEXUAL ASSAULT AWARENESS MONTH IN INYO COUNTY**



#9

**WHEREAS**, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 5 women and 1 in 71 men will experience sexual assault during their lifetime; and

**WHEREAS**, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18; and

**WHEREAS**, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault; and

**WHEREAS**, on campus, 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college; and

**WHEREAS**, survivors should have help finding the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law; and

**WHEREAS**, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse; and

**WHEREAS**, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem; and

**WHEREAS**, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

**WHEREAS**, prevention is possible through education, awareness and community involvement; and

**WHEREAS**, it is time for all residents of Inyo County to take action to create a safer environment for all and make ending sexual assault a priority; and

**WHEREAS**, Wild Iris requests all residents of Inyo County pledge to join advocates and communities across the country in taking action to prevent sexual violence.

**NOW THEREFORE**, in recognition of the important work done by Wild Iris and all victims' service providers, the Inyo County Board of Supervisors does hereby declare April, 2018, as Sexual Assault Awareness Month in Inyo County.

**PASSED AND PROCLAIMED** this 10<sup>th</sup> day of April 2018 by the Inyo County Board of Supervisors.

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

Attest: **KEVIN D. CARUNCHIO**  
Clerk of the Board

by: \_\_\_\_\_  
Assistant Clerk of the Board





**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING APRIL 2018  
CHILD ABUSE PREVENTION MONTH IN INYO COUNTY**



**WHEREAS**, approximately five children die every day due to child abuse and neglect; and

**WHEREAS**, in 2015, there were four million child abuse referrals made in the U.S.; and

**WHEREAS**, children are vital to our community's future success and quality of life as well as being our most vulnerable assets; and

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

**WHEREAS**, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

**WHEREAS**, child maltreatment can occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

**WHEREAS**, child abuse and neglect can be reduced in Inyo County by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

**WHEREAS**, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Inyo County and creating a future where all children can live free from abuse.

**NOW THEREFORE**, in recognition of the important work done by Wild Iris and all victims' service providers, the Inyo County Board of Supervisors does hereby declare April, 2018, as Child Abuse Prevention Month in Inyo County.

**PASSED AND PROCLAIMED** this 10<sup>th</sup> day of April 2018 by the Inyo County Board of Supervisors.

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

Attest: **KEVIN D. CARUNCHIO**  
Clerk of the Board

by: \_\_\_\_\_  
Assistant Clerk of the Board



**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: Board of Supervisors**  
**BY: Darcy Ellis, Assistant Clerk of the Board**

**FOR THE BOARD MEETING OF: April 10, 2018**

**SUBJECT: Resolutions in support of SB 5 and the Sierra Climate Adaptation and Mitigation Partnership**

**DEPARTMENTAL RECOMMENDATION:**

In follow-up to a presentation from the Sierra Business Council on February 13, request Board consider approving: A) a resolution titled, "A Resolution the Board of Supervisors, County of Inyo, State of California in Support of SB 5, Which Will Appear on the June 5, 2018 Ballot as Proposition 68: The Parks, Environment and Water Bond of 2018;" and B) a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California in Support of the Sierra Climate Adaptation and Mitigation Partnership (CAMP)."

**SUMMARY DISCUSSION:**

On February 13, 2018, your Board received a presentation from Sierra Business Council President Steven Frisch on SB 5: the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, which authorizes \$4 billion general obligation bonds for creation and rehabilitation of State and local parks, environmental protection and restoration projects, climate adaptation projects, water quality and supply projects, and wildfire mitigation and flood protection projects throughout California, including the Sierra Nevada. Frisch also introduced to the Board to the Sierra Climate Adaptation and Mitigation Partnership (Sierra CAMP), a public-private cross-sector partnership working under the umbrella of the Sierra Business Council to galvanize widespread support for investment in Sierra resources that are critical to the rest of the state. He also discussed the Sierra Consortium, a similar collection of stakeholders working specifically to secure state funding for Sierra Nevada communities, with the intent of contracting with a California Registered Lobbyist to represent joint objectives across the region.

At the conclusion of the workshop, Frisch said the Sierra Business Council encouraged Inyo County to become members of both Sierra CAMP and the Sierra Consortium, and adopt a formal resolution endorsing the June 2018 ballot measure, now known as Prop 68.

Staff has returned with two resolutions for consideration, one supporting AB 5/Prop 68 and the other supporting Sierra CAMP as an organization. These resolutions are being presented in order to continue the process initiated by the February 13 workshop, while allowing staff to review the Memorandum of Understanding and Membership Agreement that govern membership in the Sierra Consortium and Sierra CAMP, respectively, before bringing those documents back for Board approval at another meeting in the near future.

**ALTERNATIVES:**

Your Board could not approve the resolutions but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Sierra Business Council

**FINANCING:**

There is no financial impact associated with the resolutions of support; however, they open the door to future possible membership contributions from Inyo County that could themselves lead to increased funding for local projects if SB 5/Prop 68 passes at the polls on June 5.

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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)



Date: 04-05-2018

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, IN SUPPORT OF SB 5, WHICH WILL APPEAR ON THE JUNE 5, 2018 BALLOT AS PROPOSITION 68: THE PARKS, ENVIRONMENT AND WATER BOND OF 2018**

*WHEREAS*, the legislature adopted and the governor signed SB 5 to be placed on the June 2018 ballot titled, "Prop 68: the Parks, Environment and Water Bond of 2018;" and

*WHEREAS*, SB 5 represents the first legislatively authorized debt instrument for parks, resources and environmental improvements since 2002; and

*WHEREAS*, SB 5 would authorize \$4 billion in general obligation bonds for creation and rehabilitation of State and local parks, environmental protection and restoration projects, climate adaptation projects, water quality and supply projects, wildfire mitigation and flood protection projects throughout California, including the Sierra Nevada; and

*WHEREAS*, investments in California's urban, suburban and rural park and resources-related landscapes provide health, environmental, economic and aesthetic benefits and promote the notion of community; and

*WHEREAS*, California's Outdoor economy is a \$92 billion economic driver, partly responsible for the continued health and growth of many of California's local economies; and

*WHEREAS*, SB 5 contains \$215 million in Per Capita funding to assist all of California's communities in underwriting priority park-related improvements; and

*WHEREAS*, an additional \$40 million will be available in block grant awards for communities that self-tax for park related improvements; and

*WHEREAS*, \$55 million from SB 5 goes directly to the Sierra Nevada Conservancy; and

*WHEREAS*, SB 5 invests \$95 million in wildfire mitigation through the Wildlife Conservation Board and CalFire, with a substantial portion of that funding available in the Sierra Nevada; and

*WHEREAS*, SB 5 invests \$30 million in trail network improvements to promote non-motorized recreational and commuter opportunities throughout the state; and

*WHEREAS*, SB 5 recognizes the importance of California's rural spaces and invests \$25 million through a competitive grant program to improve and enhance rural park infrastructure; and

*WHEREAS*, SB 5 expends hundreds of millions on other important resource-related infrastructure investments to benefit California's rivers, coast, and other waterways, including the state's mountainous settings like the Sierra Nevada and its wildlife and fish-dependent habitats; and

*WHEREAS*, SB 5 invests in promoting urban greening projects, healthy forests and carbon farming applications to reduce greenhouse gas impacts; and

**WHEREAS**, SB 5 underwrites investments in improving local water systems, promoting access to safe drinking water in some of California's most economically challenged communities; and

**WHEREAS**, SB 5 commits to a robust investment in groundwater improvements and sustainability to diversify water sources and recharge groundwater tables; and

**WHEREAS**, SB 5 underwrites improvements in the state flood management systems, armoring against calamities that beset the state in the Oroville area, Inyo County in the Owens Valley, and elsewhere; and

**WHEREAS**, local, state and federal jurisdictions in Inyo County have significant infrastructure needs that could begin to be addressed through SB 5 funding; and

**WHEREAS**, annual, independent audits and the establishment of a citizen advisory committee will be required to ensure SB 5 funds are used efficiently and for their intended purposes.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Inyo supports SB 5, which will appear on the June 5, 2018 ballot as Prop 68: the Parks, Environment and Water Bond of 2018.

**PASSED AND ADOPTED** on this 10th day of April, 2018, by the Inyo County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dan Totheroh, Chair, Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio  
Clerk of the Board

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

Assistant Clerk of the Board

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,  
STATE OF CALIFORNIA IN SUPPORT OF THE SIERRA CLIMATE ADAPTATION  
AND MITIGATION PARTNERSHIP (CAMP)**

**WHEREAS**, the Sierra Climate Adaptation and Mitigation Partnership (CAMP) seeks to empower, mobilize and collaborate with a diverse set of agencies across the Sierra Nevada to address state representation for the rural Sierra Nevada relative to climate change mitigation and adaptation; and

**WHEREAS**, Sierra CAMP aims to educate, provide resources for, and facilitate engagement with Sierra leaders and communities about the increasing risk of disasters including wildfire, atmospheric floods and drought - consequences of a web of factors occurring under the umbrella of climate change; and

**WHEREAS**, Sierra CAMP operates under the firm belief that Sierra Nevada must adapt to a changing climate through collaboration in order to overcome devastating tree mortality rates, reduced snowpack, increased drought, and crippling economic instability within the region due to these environmental factors; and

**WHEREAS**, Sierra CAMP stays informed through science-based research conducted by a vast array of academic institutions, public organizations, and state and national agencies as a way to provide information to members for decision-making; and

**WHEREAS**, the County of Inyo may also undertake policies, programs and activities that lend themselves to collaboration and working in tandem with Sierra CAMP; and

**WHEREAS**, these policies, programs and activities are intended to appropriately manage natural resources, save energy and money, and promote sustainable land use and economic diversification, and transportation planning in the community; and

**WHEREAS**, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

**WHEREAS**, Sierra CAMP provides a mechanism for Sierra leaders to engage and collaborate with urban populations, state agencies, and other statewide collaboratives through the Alliance of Regional Collaboratives for Climate Adaptation.

**NOW, THEREFORE BE IT RESOLVED**, that the County of Inyo supports Sierra CAMP, and will consider a Membership Agreement, and looks forward to working with Sierra CAMP towards climate change mitigation, resilience and adaptation through this partnership.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of April, 2018 by the Inyo County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dan Totheroh, Chairperson, Inyo County Board of Supervisors

Attest: Kevin D. Carunchio  
Clerk of the Board

By: \_\_\_\_\_  
Assistant Clerk of the Board





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

11

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF: April 10, 2018**

**SUBJECT:** Request to hire one full time Social Worker IV/Psychotherapist position in the Behavioral Health division.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board find that consistent with the adopted Authorized Position Review Policy:

- a. the availability of funding for a Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- b. whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
- c. approve the hiring of one Social Worker IV at Range 73 (\$4804-\$5843) or Psychotherapist at Range 81 (\$5806-\$7060) contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Social Worker IV/Psychotherapist position in the Behavioral Health Division will be vacant as a long time employee will retire from this position as of May 31, 2018. This position is one of three authorized Social Worker IV/Psychotherapist positions in the adult Behavioral Health core programs and is supervised by the HHS Deputy Director of the Behavioral Health Division. The person in this position has carried a full caseload of adults/older adults with severe mental illness or co-occurring mental illness and substance use disorders. This position also takes part in the behavioral health on-call rotation. In this capacity the person in this position responds to and assesses crisis and urgent behavioral health situations and works to provide the support in the least restrictive environment. The position is part of a team made up of the psychiatrist (or telemedicine provider), behavioral health nurses, HHS Specialists and clinicians that provide services to 200-300 adult consumers. The team works closely with partners in primary care, law enforcement and the Emergency Department as well as the other HHS Divisions.

The Department respectfully requests that your Board authorize the hiring of one full-time Social Worker IV or Psychotherapist, dependent upon the qualifications to fill the vacancy in the Behavioral Health Adult Services.

**ALTERNATIVES:**



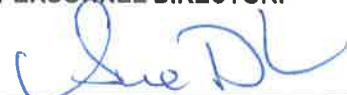

The Board could choose to not to fill this vacancy. This would result in decreased access to services for the target population and puts Medi-Cal funds at risk. It would also result in increased overtime costs and coverage issues.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

**FINANCING:**

This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> n/a	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:  Date: 3/28/2018
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved:  Date: 3/28/18

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 3/29/18



**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:  <b>AGENDA NUMBER</b> 12
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FROM: Public Works Department

FOR THE BOARD MEETING OF: April 10, 2018

SUBJECT: Adoption of the plans and specifications for the Whitney Portal Road and Horseshoe Meadow Road Permanent Restoration Repair Project, and authorization to advertise for bids.

**DEPARTMENTAL RECOMMENDATIONS:** Request your Board to:

1. Adopt the plans and specifications for the Whitney Portal Road and Horseshoe Meadow Road Permanent Restoration Repair Project; and
2. Authorize the Public Works Director to advertise for bids for the project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This construction project includes the Permanent Restoration Phases of two federally funded repair projects on roads damaged during the January 2017 storms – Whitney Portal Road and Horseshoe Meadows Road.

Repairs on Whitney Portal Road include repaving three sections of roadway damaged by rock fall, replacement of 180 feet of guardrail, rumble strips and pavement markings. The Horseshoe Meadows repairs include repaving 140 feet of damaged roadway and installing 300 feet of asphalt concrete curb to protect the fill slope from future storm run-off erosion.

Since both repair projects are relatively small in scope, the Public Works Department decided to combine the work as one construction contract. This will ensure that both roads are repaired in a timely, cost-effective manner.

**ALTERNATIVES:**


Your Board could direct the Public Works Department to make changes to the Plans and Specifications or decide not to advertise the project. This is not recommended as Caltrans has already reviewed the bid documents and approved construction funding.

**OTHER AGENCY INVOLVEMENT:**


County Counsel to review and approve contract documents.

**FINANCING:** The cost for the construction will be paid through budget unit 034600: Road, object code 5700: Construction in Progress. This project is federally reimbursable at 88.53%; the remaining 11.47% will be covered by Inyo County.

**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>3/2/18</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>3/6/2018</u>

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  Date: 3/8/18

# BID PACKAGE



## FOR CONSTRUCTION ON COUNTY ROADS IN INYO COUNTY

### Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project

Whitney Portal Road and Horseshoe Meadows Road, Lone Pine, CA

**FOR USE IN CONNECTION WITH FEDERALLY FUNDED LOCAL ASSISTANCE  
CONSTRUCTION PROJECTS ADMINISTERED UNDER THE STANDARD PLANS  
AND STANDARD SPECIFICATIONS, DATED 2015, OF THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION, AND GENERAL PREVAILING WAGE  
RATES AND LABOR SURCHARGE AND EQUIPMENT RENTAL RATES**

**FEDERAL PROJECT NO. ER 32L0 (001) AND ER 32L0(047)**

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# Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project

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# **NOTICE INVITING BIDS FOR**

## **Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project**

Whitney Portal Road and Horseshoe Meadows Road, Lone Pine, CA

**March 2018**

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT**

## NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for the:

### **Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project**

The project location is briefly described below:

This project includes four sites of storm damage on two roads. Sites 1-3 are located on Whitney Portal Road, 10.5 miles west of the intersection with Highway 395, at approximately 7,500 ft elevation. Site 4 is located on Horseshoe Meadows Road, 8 miles south of the junction with Whitney Portal Road, at 6170 ft elevation. The nearest town is Lone Pine, CA.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$65.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available for viewing only at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us).

**Bidders must purchase bid documents and register as plan holders with Inyo County Public Works Department to be able to submit a bid.** Bidders who fail to notify the County that they are plan holders may not be informed of the issuance of any addenda. If the County issues any addenda to the bid packages that are not acknowledged by the bidder, the bid proposal may be rejected.

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

#### **Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration**

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on \_\_\_\_\_, 2018** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

#### **General Work Description:**

The Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project consists of saw cutting and removing both concrete slurry and damaged asphalt, compacting existing base, placing new hot mix asphalt, shoulder backing, guardrail repair, pavement markings and rumble strips. The operations will also require construction area signs, the implementation of a traffic control plan, and the preparation and implementation of a Water Pollution Control Plan. You must perform, place, construct or install other items and details not mentioned here as shown on the plans and as described in the special provisions and Standard Specifications.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, *Inyo County Standard Specifications and Standard Plans*, dated 2015, *Department of Transportation Standard Specifications and Standard Plans*, dated 2015, special provisions, project plans, and current edition of the *Manual of Uniform Traffic Control Devices*, and any other documents incorporated therein by reference. Bids are required for the entire work described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

**General requests for information, such as how to order bid packages, engineer's estimate, plan holders list, bid results or summaries, subcontractor lists, or similar information should be directed to the receptionist at the Inyo County Public Works Department at 760-878-0201.**

**Technical questions related to engineering, site conditions, materials, construction methods, or testing should be directed to Ashley Helms of Inyo County Public Works at ahelms@inyocounty.us or 760-878-0200.**

**All Requests for Information (RFI) must be submitted by 5:00 p.m. on \_\_\_\_\_. Submit RFIs by fax (760-878-2001 Attn: Ashley Helms) or by email to ahelms@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.**

**An optional job walk for this project has been scheduled for \_\_\_\_\_, beginning at Site 4 on Horseshoe Meadow Road. If unable to attend on this date, bidders are encouraged to visit the site at their convenience prior to preparing their bid.**

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

The basis of contract award will be the responsive, low-bid amount indicated for the scope of work.

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

**DISADVANTAGED BUSINESS ENTERPRISE**

This project is subject to Title 49 CFR 26. The Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. **The project has a Disadvantaged Business Enterprise (DBE) contract goal of 3 percent.**

The contractor, subcontractor, or the sub-recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract.

The contract is subject to, and incorporates by reference, the provisions of **Public Contract Code Section 22300**, pursuant to which the contractor is permitted to substitute securities for earned retentions or have them placed in escrow at the contractor's expense.

The contract is also subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code Section 12990, et seq.**

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

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

The bidder and all subcontractors must be licensed as required by law at the time the bid is accepted and the contract is awarded. The bid will not be accepted nor a contract awarded without proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is Class A or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

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

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

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1 of the Department of Transportation Standard Specifications, dated 2015.

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number

is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

- A. Appeal must be in writing.
- B. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- C. An appeal of a denial of award can only be brought on the following grounds:
- D. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
- E. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- F. A violation of State or Federal law.
- G. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

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

County of Inyo  
Public Works Department



Clint Quilter, P.E.  
Director of Public Works

Dated: March 2018

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# **BID PROPOSAL FORMS FOR**

## **Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project**

Whitney Portal Road and Horseshoe Meadows Road, Lone Pine, CA

**FEDERAL PROJECT NO. ER 32L0(001) AND ER 32L0(047)**

**March 2018**



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**BID PROPOSAL FORM**

To: COUNTY OF INYO  
Public Works Department  
168 N. Edwards Street  
P.O. Drawer Q  
Independence, California 93526  
(Herein called the "Owner")

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

(Herein called the "Contractor").

**FOR: WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD PERMANENT RESTORATION**  
**FEDERAL PROJECT NO. ER 32L0(001) and ER 32L0(047)**  
**(Herein called "Project")**

Bids will be opened at 3:30 A.M., on \_\_\_\_\_, 2018 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

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

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2010; the Department of Transportation Standard Specifications, dated 2010; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for Project requires the contractor to deliver a complete and finished asphalt concrete roadway patch and additional associated work. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if it's or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **45 working days** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

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

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the labor code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the labor code at the time the contract is awarded.

The meanings of words used in these bid proposal forms are the same as set forth in **Section 1-1.02, "Definitions and Terms"** of the special provisions relating to this project.

#### **ACCEPTANCE:**

The owner reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within eight (8) working days, not including Saturdays, Sundays, and legal holidays, after receipt of the notification of acceptance of this bid (notification of award of contract).

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

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

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

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

**BID ITEM LIST**  
**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD**  
**PERMANENT RESTORATION PROJECT**  
**FEDERAL PROJECT NO. ER 32L0(001) AND ER 32L0(047)**

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

ABBREVIATIONS: LF = LINEAR FOOT      HMA = HOT MIX ASPHALT  
 SF = SQUARE FEET                      CY = CUBIC YARD  
 LS = LUMP SUM                              SY = SQUARE YARD

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUAN	ITEM PRICE	TOTAL DOLLARS
Location A: Sites 1-3 (Whitney Portal Road)					
1	MOBILIZATION	LS	1	\$	\$
2	WPCP PREPARATION AND IMPLEMENTATION	LS	1	\$	\$
3	CONSTRUCTION STAKING	LS	1	\$	\$
4	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
5	TRAFFIC CONTROL	LS	1	\$	\$
6	ROADWAY EXCAVATION (INCLUDES SAWCUT AND REMOVAL OF ASPHALT AND CONCRETE SLURRY)	CY	173	\$	\$
7	CLASS II BASE	CY	38	\$	\$
8	HMA TYPE A (STANDARD) PG 64-28 ½", 3" THICK	TON	100	\$	\$
9	SHOULDER BACKING	LF	16	\$	\$
10	RUMBLE STRIP-MILLED	LF	255	\$	\$
11	GUARDRAIL REPLACEMENT	LF	180	\$	\$
12	INSTALL ROAD DELINEATORS	EACH	7	\$	\$
13	INSTALL SNOW SURVEY POSTS	EACH	1	\$	\$
14	PAINT TRAFFIC STRIPE (2-COATS) – WHITE, 6"	LF	606	\$	\$
15	PAINT TRAFFIC STRIPE (2-COATS) – YELLOW 4"	LF	510	\$	\$
Location B: Site 4 (Horseshoe Meadows Road)					
1	MOBILIZATION	LS	1	\$	\$
2	CONSTRUCTION STAKING	LS	1		
3	CONSTRUCTION AREA SIGNS	LS	1	\$	\$

4	TRAFFIC CONTROL	LS	1	\$	\$
5	ROADWAY EXCAVATION (INCLUDES SAWCUT AND AC REMOVAL)	CY	80	\$	\$
6	HMA TYPE A (STANDARD) PG 64-28 ½", 3" THICK (INCLUDES TACK COAT)	TON	75	\$	\$
7	CURB, ASPHALT, TYPE A	LF	302	\$	\$

TOTAL BID (IN NUMBERS) \_\_\_\_\_

TOTAL BID (IN WORDS) \_\_\_\_\_

REVIEWED AND CHECKED BY: \_\_\_\_\_  
(For County Use)

**TIME OF COMPLETION:**

The undersigned further specifically agrees to complete all the work within forty five (45) working days as required by **Section 8-1.05** of the Special Provisions.

**BID SECURITY:**

The required ten percent (10%) Bid Security for this bid is attached in the form of:  
(Note: Check and complete one of the following items)

( ) Bid bond issued by \_\_\_\_\_,  
an admitted corporate surety on the form provided in the bid package.

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

\_\_\_\_\_

**ADDENDA:**

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


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

**WARNING:**

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



**BIDDER'S BUSINESS INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Date)

**Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)**  
**Part 1**

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million	<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million	<input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

**Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)  
Part 2**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
Name:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million
City, State:							<input type="checkbox"/> <\$10 million	<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	<input type="checkbox"/> <\$5 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT**

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

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT**

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

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

Yes  No

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

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

\_\_\_\_\_  
**(Name and Title of Signer)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S LABOR CODE CERTIFICATION**  
**(Labor Code Section 3700 et seq.)**  
**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD**  
**PERMANENT RESTORATION PROJECT**

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

\_\_\_\_\_

**(Name and Title of Signer)**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

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

**Business Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

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

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**(Name and Title of Signer)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

**Business Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## NONLOBBYING CERTIFICATION

### FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b>  <input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b>  <input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p align="right"><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="right">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>                  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b>                  \$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b>  <input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p align="right">Authorized for Local Reproduction                  Standard Form - LLL</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

**Exhibit 15-H DBE Information —Good Faith Efforts**

**DBE Information - Good Faith Efforts**

Federal-aid Project No. **ER-24M0(001) PR** Bid Opening Date: \_\_\_\_\_, 2018.

The **County of Inyo** established a Disadvantaged Business Enterprise (DBE) goal of **3%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate

DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):



Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT**

**CASHIER'S OR CERTIFIED CHECK**

**(Not required if bid bond accompanies the bid)**

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

[

]

**ATTACH CHECK HERE**

[

]

Bidder (print name): \_\_\_\_\_

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT**

**PROJECT NO. ER 32L0(001)**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

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

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
(Name of Bidder)

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

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly

bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

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

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project**, in compliance with the contract therefor:

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

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

(SEAL) By \_\_\_\_\_  
(Name & Title of Authorized Person)

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

\_\_\_\_\_  
Surety

(SEAL) By \_\_\_\_\_  
(Name & Title of Authorized Person)

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

**NOTE:**

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

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

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

**FEDERAL MINIMUM  
WAGE RATES**

General Decision Number: CA150031 01/02/2015 CA31  
Superseded General Decision Number: CA20140031

State: California

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

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work);

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling);

HIGHWAY CONSTRUCTION PROJECTS.

**Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).**

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# **CONTRACT AND BONDS**

**FOR**

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS  
ROAD PERMANENT RESTORATION PROJECT**

Lone Pine, CA

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

\_\_\_\_\_, **CONTRACTOR**  
  
for the  
  
\_\_\_\_\_ **PROJECT**

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

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "\_\_\_\_\_" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: \_\_\_\_\_ **PROJECT**

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

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

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

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

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

**10. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

**18. TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

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

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

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

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

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

---o0o---

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

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

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---



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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

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

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

ATTACHMENT 2

PROJECT

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

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

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

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

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of \_\_\_\_\_

dollars (\$ \_\_\_\_\_ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or

labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

# **SPECIAL PROVISIONS**

**FOR**

**WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS  
ROAD PERMANENT RESTORATION PROJECT**

Lone Pine, CA

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD PERMANENT RESTORATION PROJECT

Lone Pine, CA

*These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.*



Director of Public Works

3/8/18

Specifications Approval Date

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**WHITNEY PORTAL ROAD AND HORSESHOE MEADOW ROAD  
PERMANENT RESTORATION PROJECT  
PROJECT NO. ER-32L0 (001) AND ER-32L0 (047)  
SPECIAL PROVISIONS  
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### **STANDARD PLANS LIST**

The Standard Plan sheets applicable to this Contract include those listed below. The applicable Revised Standard Plans (RSP's) listed below are available at the following website:

[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-US-customary-units-new15.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new15.htm)

- |       |  |
|-------|--|
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| A77N2 | Midwest Guardrail System - Steel Post and Notched Wood Block Details   |
| A87B  | Hot Mix Asphalt Dikes  |

**INYO COUNTY PUBLIC WORKS DEPARTMENT  
WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD  
PERMANENT RESTORATION PROJECT  
ER-32L0(001) AND ER-32L0(047)**

**SPECIAL PROVISIONS**

**DIVISION 1 – GENERAL PROVISIONS**

**SECTION 1: GENERAL**

**1-1.01 GENERAL**

Unless otherwise stated, the work embraced herein shall be done in accordance with the Inyo County Standard Specifications and Standard Plans, dated 2015, the California Department of Transportation Standard Specifications and Standard Plans, dated 2015, and the current Manual of Uniform Traffic Control Devices, insofar as the same may apply, and in accordance with the following Special Provisions. Copies of the Inyo County Standard Plans and Standard Specifications may be obtained on the Inyo County website under Public Works ([www.inyocounty.us/county\\_directory.htm](http://www.inyocounty.us/county_directory.htm)), the Caltrans Standard Plans and Standard Specifications and the Manual of Uniform Traffic Control Devices may be obtained from the Department of Transportation. Copies are also available for review at the Inyo County Road Department.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specification is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revisions shall take precedence over and be used in lieu of the conflicting portions.

**1-1.07 DEFINITIONS**

All definitions and terms in **Section 1-1.07B, "Glossary,"** of the Standard Specifications shall apply, except whenever the following terms or pronouns are used, the intent and meaning shall be as follows:

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code.
- b) Bid Book: The Bid Package as described below.
- c) Bid Package: The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2010, Department of Transportation Standard Plans, dated 2010, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.

- d) Bid Proposal: The written offer of a bidder to perform the specified work in accordance with the Contract Documents, made out on the Bid Proposal forms furnished by the County of Inyo.
- e) Days, Calendar Days: Unless otherwise specified, days, or calendar days, means each and every day shown on the calendar, Saturdays, Sundays and holidays included.
- f) Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the Owner and Contractor which amend or change the Contract, including but not limited to, contract change orders. These documents are identified in the Contract as component parts.
- g) Contractor: Party awarded bid contract by owner.
- h) County: The County of Inyo, State of California. See also "Owner."
- i) Department: The Department of Public Works (Roads) of the County of Inyo.
- j) Director: The Director of Public Works of the County of Inyo.
- k) Department of Transportation: The Department of Public Works (Roads) of the County of Inyo, also referred to as the County; except, where Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation.
- l) Engineer: The Director of Public Works of the County of Inyo, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- m) Laboratory: The Laboratory of the Department of Public Works (Roads) or other laboratories authorized by the Department of Public Works (Roads) of the County of Inyo to test materials and work involved in the Contract.
- n) Owner: The County of Inyo, State of California.
- o) Manual of Uniform Traffic Control Devices: The current State of California Department of Transportation publication entitled *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) administered by the Federal Highway Administration.
- p) Project: The erection, construction, alteration, repair or improvement of any structure, building, road, or other type improvement of any kind, which is required directly or indirectly by the Contract.
- q) State: State of California.
- r) **State Contract Act: Chapter 1, Division 2 of the Public Contract Code.** This contract is not subject to the provisions of this Act, except for language of said act that is specifically incorporated into this Contract by reference.
- s) Working Days: Any day, except Saturdays, Sundays, and legal holidays (as identified in **Section 1-1.07B** of the Department of Transportation Standard Specifications), and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations.

## SECTION 2: BIDDING

The bidder's attention is directed to the provisions in **Section 2, "Bidding,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the Proposal Form and the submission of the bid.

### 2-1.01 GENERAL

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

- a. In accordance with **Public Contract Code Section 7106**, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.
- b. **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)** provides as follows:

Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a Subcontractor at any tier upon the Contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of 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 **Section 1101**, with any public entity, as defined in **Section 1100**, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A state agency may determine the eligibility of any person to enter into a Contract under this article by requiring the person to submit a statement, under penalty of perjury, declaring that neither the person nor any Subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this Section within the preceding three years.

A form for the statement required by **Section 10285.1** is included in the Proposal.

- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. **Each subcontract signed by the bidder must include this assurance.**
- d. **Federal Lobbying Restrictions** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Package. Standard Form LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included the section of the Bid Package entitled "Non-Lobbying Certification for Federal-Aid Contracts." Signing the Bid Package shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**2-1.06 BID DOCUMENTS** The Standard Specifications is amended to read:

The Bid Book is bound in a book together with the Notice Inviting Bids, Contract and Bond Forms entitled "Bid Package."

The remainder of Section 2-1.06, "Bid Documents," of the Standard Specifications is deleted.

**2-1.12 DISADVANTAGED BUSINESS ENTERPRISE GOAL**

**2-1.12B(1) GENERAL** – The Standard Specifications is amended to read:

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**2-1.12B DBE COMMITMENT SUBMITTAL** – The Standard Specifications is amended to read:

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

**2-12B(3) GOOD FAITH EFFORTS SUBMITTAL** – The Standard Specifications is amended to read:

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the

nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

**2-1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**– The Standard Specifications is amended to read:

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after opening of the proposals.

**2-1.33B ELECTRONIC BIDS** – The Standard Specifications is amended to read:

Electronic bids will not be accepted.

### **SECTION 3: CONTRACT AWARD AND EXECUTION**

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

**3-1.01 GENERAL**

The award of the contract, if it is awarded, will be to the lowest **responsible** bidder whose proposal complies with all the requirements prescribed.

**3-1.04 CONTRACT AWARD** – The Standard Specifications is amended to read:

1. The right is reserved to reject any and all proposals.
2. The award of the Contract, if it is awarded, will be to the lowest, responsible, responsive bidder whose proposal complies with all the requirements prescribed. Whenever possible, such award, if made, will be made within 30 days after the opening of the proposals. However, failure of the County to make award within 30 days after the opening of the proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 10 calendar days of receipt of the Contract, as further described in **Section 3-1.18, “Contract Execution,”** of the Standard Specifications.
3. All bids will be compared on the basis of the Engineer’s Estimate of the quantities of work to be done.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the county so that it is received within 10 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Inyo County Public Works Department  
P.O. Drawer Q  
168 North Edwards Street  
Independence, California 93526  
Attn: Director of Public Works  
760-878-0201

**3-1.05 CONTRACT BONDS** – The Standard Specifications is amended to read:

Contractor shall provide the following Surety Bonds:

1. A performance bond.
2. A payment bond.

The payment bond and the performance bond shall be in a sum equal to the contract price.

Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**3-1.06 CONTRACTOR LICENSE** – The Standard Specifications is amended to read:

The successful bidder must be properly licensed as required by law and consistent with the Contract Documents, at the time the contract is awarded. Such license shall be a current California Class A Contractor’s license or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code Section 7029.**

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

## **SECTION 5: CONTROL OF WORK**

The bidder's attention is directed to the provisions in **Section 5, "Control of Work,"** of the Inyo County Standard Specifications and these Special Provisions.

### **5-1.13 SUBCONTRACTING** – The Standard Specifications is amended to read:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code 4100 et seq., the County may exercise the remedies provided under Public Contract Code 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and do not again use a subcontractor who fails to prosecute the work satisfactorily.

### **5-1.13B DISADVANTAGED BUSINESS ENTERPRISE** – The Standard Specifications is amended to read:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

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Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### ***Performance of Disadvantaged Business Enterprises***

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

The County of Inyo has established the goal for **Disadvantaged Business Enterprise (DBE) participation for this project of 3%.**

**5-1.27B RECORDS RETENTION** Add the following to the Standard Specifications:

For the purpose of determining compliance with **Public Contract Code, Section 10115 et.seq.** and **Title 21, California Code of Regulations, Chapter 21, Section 2500 et.seq.**, when applicable, and all other matters connected with the performance of the Contract pursuant to **Government Code Section 8546.7**, the Contractor, subcontractors, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the Contract. The County, the State Auditor, or any duly authorized representative of the State government shall have access to any books, records, and documents of the Contractor that are pertinent to the Contract for purpose of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**5-1.32 AREAS FOR USE** – The Standard Specifications is amended to read:

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

Areas available for the use of the Contractor are designated on the plans. Use of the Contractor's work areas and other County property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in **Section 4-1.13, "Cleanup,"** of the Standard Specifications.

## SECTION 6: CONTROL OF MATERIALS

### 6-1.04 BUY AMERICA – Add the following to the Standard Specifications:

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in **Section 6-3.05E, "Certificates of Compliance"** of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### 6-2.02 QUALITY CONTROL

The bidder's attention is directed to the provisions in **Section 6-2.02, "Quality Control"** of the Standard Specifications for details on the Quality Control Program requirements.

## SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

The bidder's attention is directed to the provisions in **Section 7, "Legal Relations and Responsibility to the Public,"** of the Inyo County Standard Specifications and these Special Provisions.

**7-1.02I(2) NONDISCRIMINATION.** Attention is directed to the following Notice that is required by **Chapter 5 of Division 4 of Title 2, California Code of Regulations.**

### NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause" set forth in **Section 7-1.02I(2), "Nondiscrimination,"** of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more:

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall also comply with the provisions of the **Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.)** and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

2. This Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CLAUSE CONSTRUCTION  
CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. "Administrator" means Administrator, Office of Compliance programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

b. "Minority" includes:

i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);

iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this Contract, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California (Nondiscrimination) Construction Contract Specifications, either directly or through incorporation by reference.



3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.
4. Neither the provision 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, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Deleted
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. 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 equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 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 work force participation, 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.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP, and to keep records. Records for each employee shall at least include the employee's 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 any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**NOTE:** Authority cited: **Sections 12935 (a) and 12990 (d), Government Code. Reference: Section 12990, Government Code.**

#### **7-1.02K      LABOR CODE**

Attention is directed to **Section 7-1.02K(2), "Wages,"** of the Standard Specifications.

Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

The prevailing wage rates determined by the Director of Industrial Relations refer to expiration dates. If the wage determination does not refer to a predetermined wage rate to be paid after the expiration date, said wage determination shall be in effect for the life of this Contract. If the wage determination refers to a predetermined wage rate to become effective upon expiration of the wage determination and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the balance of this Contract. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**Replace the 4th paragraph of section 7-1.02K(3):**

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

**Delete 5th and 6th paragraphs of section 7-1.02K(3).**

**7-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications. In addition to any other measures taken by the Contractor pursuant to the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b. Excavations less than one foot deep.
  - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - d. Excavations parallel to a lane for the purpose of pavement widening or reconstruction.

- e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
  - f. Excavations protected by existing barrier or railing.
2. Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
  3. Storage Areas. Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the requirements in this section shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in **Section 12-3.08, "Type K Temporary Railing,"** of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) that was fabricated prior to January 1, 1993, and conforms to 1988 Standard Plan B11-30, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit - MPH)	WORK AREAS
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Convenience and Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **7-1.05 INDEMNIFICATION**

The Standard Specifications is amended to read:

Contractor shall defend, indemnify and hold harmless the County, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Contract by the Contractor, or Contractor's agents, officers or employees. Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Excepting only those liabilities, claims, and damages caused solely and exclusively by the active fault or negligence of the County, the Engineer, or their officers, agents, employees, or volunteers, the Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of the Contractor or any of its subcontractors or the agents, employees, suppliers, or material men of any of them or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

#### **7-1.06 INSURANCE**

**Add to Section 7-1.06A:**

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

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

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

**Replace sections 7-1.06B through 7-1.06I with:**

**7-1.06B Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owner's and Contractor's Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.

**7-1.06C Minimum Limits of Coverage – Maintain limits of no less than:**

1. General Liability (including operations, products, and completed operations): \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be \$5,000,000 or higher.  
If any earthwork, including, but not limited to: road work, excavation, footings, slabs, trenching, digging, etc., is required, the policy or other form of coverage shall include coverage for damage and injury caused by explosion, blasting, collapse, structural injuries, or damage to underground utilities.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Course of Construction: Not required.

**7-1.06D Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**7-1.06E Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on

behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy

2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

#### **7-1.06F Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Unless otherwise acceptable to the county. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **7-1.06G Verification of Coverage**

Furnish the County with original certificates and amendatory endorsements affecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the county's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All certificates and endorsements are to be received and approved by the County before work commences by mailing or delivering the same to the County of Inyo, Attention: Risk Manager, P. O. Drawer "N", Independence, California 93526. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications, at any time.

#### **7-1.06H Waiver of Subrogation**

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

#### **7-1.06I Subcontractor**

The Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The following insurance requirements are added to each section of the Standard Specifications:

#### **7-1.11B FHWA-1273 -- Revised May 1, 2012**

#### **REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

1. General
2. Nondiscrimination
3. Non-segregated Facilities
4. Davis-Bacon and Related Act Provisions
5. Contract Work Hours and Safety Standards Act Provisions
6. Subletting or Assigning the Contract
7. Safety: Accident Prevention
8. False Statements Concerning Highway Projects
9. Implementation of Clean Air Act and Federal Water Pollution Control Act
10. Compliance with Government-wide Suspension and Debarment Requirements
11. Certification Regarding Use of Contract Funds for Lobbying

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower- tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions



labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

Training and Promotion:

- e. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- f. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - g. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - h. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
6. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral

practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**7. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**9. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**10. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 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 regulations issued 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 equivalents 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 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. 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 be easily seen by the workers.

- b. 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.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.
- f. 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.
- g. 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 contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.



## 11. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 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 cost 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. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/whinstr.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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency.
- c. 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or 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.
- d. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.
  - e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - f. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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.

**12. Apprentices and trainees**

- g. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

h. Trainees (programs of the USDOL).

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 who 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.

- i. 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.
- j. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 13 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 14 **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 15 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 16 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 17 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor

(or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**18 Certification of eligibility.**

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

**V CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3 **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

- 4 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1 The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project;
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

- 2 The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3 The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4 No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5 The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1 In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2 It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3 Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards

and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions



- 1 That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2 That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a

grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- k. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
1. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- m. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- n. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- o. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- p. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions"

refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- q. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- r. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- s. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- t. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- u. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**\*\*\*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## V CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1 The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2 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 not more than \$100,000 for each such failure.
- 3 The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be in at all such recipients shall certify and disclose accordingly.

**7-1.11C FEMALE AND MINORITY GOALS** – Amend the Standard Specifications to read as follows:

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000. The nationwide goal Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

for female utilization is **6.9 percent**. The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] for Inyo County is **24.6 percent**.

**7-1.11E TITLE VI ASSURANCES** – Add the following section to the Standard Specifications:

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

- 1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3 Solicitations for Sub-agreements, 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 Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.

- 6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**7-1.11F USE OF UNITED STATES FLAG VESSELS** – Add the following section to the Standard Specifications

The CONTRACTOR agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**SECTION 8: PROSECUTION AND PROGRESS**

The bidder’s attention is directed to the provisions in **Section 8, “Prosecution and Progress,”** of the Inyo County Standard Specifications and these Special Provisions.

**8-1.03 PRE-CONSTRUCTION CONFERENCE**

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held, at a location to be determined, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor’s representatives at this conference should include all major superintendents for the work and may include subcontractors.

**8-1.04B STANDARD START** – The Standard Specifications is amended to read as set forth in (a) through (f) below:

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.
- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.
- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.
- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:
  - (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
  - (2) Submit a 72-hour notice
  - (3) Obtain an encroachment permit from the Department
  - (4) Receive the Department's authorization to start
  - (5) Perform work at your own risk
  - (6) Perform work under the Contract

**8-1.05 TIME** – Add the following to the Standard Specifications

The Contractor shall diligently prosecute the project to completion before the expiration of **forty five (45) working days** after the date that is deemed to be Contractor's first working day.

**8-1.10 LIQUIDATED DAMAGES** – The Standard Specifications is amended to read:

The Contractor shall pay to the County of Inyo the sum of **\$2,000.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

**SECTION 9: PAYMENTS**

The bidder's attention is directed to the provisions in **Section 9, "Payments,"** of the Inyo County Standard Specifications and these Special Provisions.

**9-1.03 SCOPE PAYMENT** – amend the last sentence of this section to read:



**Prompt Progress Payment to Subcontractors:** A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.07A PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL**

Replace "Department's" in the 5th paragraph of section 9-1.07A with:  
Caltrans

**9-1.16 PROGRESS PAYMENTS – Add the following to the Standard Specifications:**

No partial payment will be made for any materials on hand that have been furnished but not incorporated into the work.

The Contractor's attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in **Business and Professions Code, Sections 7028.15(a) and 7031.**

**9-1.16E WITHHOLDS – Add the following to the Standard Specifications**

The Contractor's attention is directed to **Public Contract Code Section 10263, "Withheld payments; substitution of securities for moneys; escrow; interest,"** which reads as follows:

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent

within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.

- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

**Prompt Payment of Funds Withheld to Subcontractors:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.16F RETENTIONS** – Amend the Standard Specifications to read:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,

3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

**9-1.17D(3) FINAL DETERMINATION OF CLAIMS** – Replace the 3rd and 4th paragraph with: The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

**9-1.12 ARBITRATION** – Amend the Standard Specifications to read:

This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

## **RESOLUTION OF CONSTRUCTION CLAIMS**

All public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between Owner and Contractor under this Contract shall be governed by **Article 1.5** (commencing with **Section 20104**) of the **Public Contract Code**.

**Section 20104.2** of the **Public Contract Code** provides:

For any claim subject to this article, the following requirements apply:

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or

within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

**Section 20104.4** of the Public Contract Code provides:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986 (Article 3** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure**) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**Section 20104.6** of the **Public Contract Code** provides:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under **Section 20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**Section 9204** of the **Public Contract Code** provides:

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

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

c) For purposes of this section:

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

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

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

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

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

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State

University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that

the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **DIVISION II – GENERAL CONSTRUCTION**

### **SECTION 10: GENERAL**

The bidder's attention is directed to the provisions in **Section 10, "General,"** of the Standard Specifications and these Special Provisions.

#### **10-4 WATER USAGE** – The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, "Legal Relations and Responsibility to the Public,"** of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "**Water Conservation**" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7**.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working



order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, "Dust Palliative,"** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**10-6 WATERING** – Add the following to the Standard Specifications:

NOTE: There are no Government provided water sources available. Water sources shall be obtained by the Contractor. Do not obtain water from the rivers or streams unless approval is obtained from the Forest Service.

## **SECTION 12: TEMPORARY TRAFFIC CONTROL**

Attention is directed to **Sections 12-4, "Maintaining Traffic," 12-5, "Traffic Control System for Lane Closure," 12-8, "Temporary Pavement Delineation," and 12-3.06, "Construction Area Signs"** of the Standard Specifications and **7-1.04, "Public Safety"** of these Special Provisions.

The work shall be performed such that construction operations are completed on one lane before they are initiated on the other lane. Construction operations shall not be performed concurrently on both sides of the highway.

During the evening and when construction operations are not occurring, both lanes shall be open for traffic. The Contractor will be allowed to select the order and extent of operations to be performed during a workday. However, the lane under construction shall be properly prepared and opened to public traffic after working hours. The Contractor shall submit a Staging Plan to the Engineer for approval that shall describe the order of construction operations and the provisions to be made for opening lanes to public traffic.

**Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks, and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.**

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed

therefor. No payment will be made for material placed in excess of that required for the structural section.

## **SECTION 13: WATER POLLUTION CONTROL**

**13-2.01A SUMMARY** – Add the following to the Standard Specifications:

This project requires a Water Pollution Control Program, not a Storm Water Pollution Prevention Plan, because the soil disturbance is anticipated to be less than 1 acre.

## **SECTION 14: ENVIRONMENTAL STEWARDSHIP**

### **14-2.03 ARCHAEOLOGICAL RESOURCES**

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, “Differing Site Conditions,”** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated within **Section 4-1.06, “Differing Site Conditions,”** of the Standard Specifications.

**14-6.02B BIRD PROTECTION** – Amend paragraph 2 of the Section to read:

The Department anticipates nesting or attempted nesting from **April 15 to September 1.**

**14-8.02 NOISE CONTROL** – The Standard Specifications is amended to read:

The noise level from the Contractor's operations between the hours of 7:00 p.m. and 7:00 a.m. shall not exceed 86 dBa at a distance of 15 m {50 feet}. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**14-11.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** – Add the following to the Standard Specifications:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in **Section 25914.1 of the Health and Safety Code**, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with **Section 25914.1 of the Health and Safety Code**, removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

## **SECTION 39: ASPHALT CONCRETE**

**39-2 HOT MIX ASPHALT** - Add the following to the Standard Specifications:

This work consists of producing and placing hot mix asphalt (HMA) Type A using the Standard Process and shall comply with this section of the Standard Specifications. Attention is directed to **Section 39-2.01A(3): Submittals**.

**39-2.01 B(3) ASPHALT BINDER** – Add the following to the Standard Specifications:

The grade of asphalt binder for the HMA Type A for this work shall be **PG 64-28**.

**39-2.01 B(4) AGGREGATES** – Add the following to the Standard Specifications:

The aggregate for the HMA Type A must comply with ½ inch grading.

## **SECTION 81: MISCELLANEOUS TRAFFIC CONTROL DEVICES**

**81-2 DELINEATORS** – The Standard Specifications **Section 82-2.01A: Summary** is amended to read:

The work for this item shall consist of installing damaged or missing delineators.

## **SECTION 83: RAILINGS AND BARRIERS**

The bidder's attention is directed to the provisions in **Section 83-2.02, "Midwestern Guardrail Systems,"** of the Standard Specifications and these Special Provisions.

**83-2.02 MIDWESTERN GUARDRAIL SYSTEMS** – Add the following to the Standard Specifications:

**83-2.02C CONSTRUCTION** – Where pavement surface is within 3 feet of the guardrail face, installs posts before placing the new pavement surface

**83-11.02 EXISTING GUARDRAILS** – Add the following to the Standard Specifications in **Section 83-11.02A(2): MATERIALS**

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

Materials used for guardrail repair shall conform to existing guardrail section. See **Caltrans Standard Plan A77L2** for more details.

A Certificate of Compliance shall be submitted from the manufacturer stating that the material complies with the project specifications. This shall include a Buy America Certificate, see **Section 6-1.04: Buy America**, of these Special Provisions for additional details.

1. Guardrail posts: W6" x 9" or W6" x 8.5" steel posts
2. Blocks: Notched plastic block, 6" x 12" x 1'-2"
3. Rail elements: Apply Weathering Agent to all steel rails according to **Section 91-2**.

**83-11.02A(3) CONSTRUCTION** – Amend the Standard Specifications to read:

The Contractor shall ensure that the following criteria are met for the repaired guardrail:

1. Tension capability is intact:
  - a. No tears.
  - b. Eight 5/8-in splice bolts in each rail connection.
  - c. No rail subjected to a cutting torch is reused; any new holes are drilled.
2. Height is according to standard.
3. Posts are intact and firmly bedded in ground. Use a longer post (7 ft+) in front of a fill slope when there is less than 1 ft of relatively flat ground behind the post.
4. No washers under rail-to-post bolt head.
5. Available deflection distance in back of W-beam to a rigid vertical object (W-beam deflects as it develops tension – 3 ft is the standard distance provided; if 3 ft is not available, then add posts and/or nest rail to stiffen the system).
6. Lap rail elements in the direction of traffic (upstream {approach} rail is in front of downstream {leave} rail).
7. Guardrail-mounted delineators in damaged section replaced. If no guardrail-mounted delineators previously existed, install delineators per MUTCD and/or highway agency policy.

## **SECTION 84: MARKINGS**

**84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS** – The Standard Specifications Section 84-2.01A: Summary is amended to read:

The work for this item shall consist of installing centerline and edge striping per Caltrans Standard Plans and Project Plans. Pavement markings shall be applied in two coats (each at a rate of 215 sqft/gal), including application of glass beads. Painting shall not commence until after completion of all roadway resurfacing and the roadway has been cleaned and is suitable for painting.

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Certificates of Compliance shall be submitted from the manufacturers stating that the paint and glass beads comply with the project specifications.

## **SECTION 91-2: PAINT FOR METAL**

**91-2.01 GENERAL** – The Standard Specifications is amended to read:

This work includes furnishing all materials, equipment and labor necessary for the application of steel stain to all exposed galvanized surfaces of guardrail and guardrail terminal sections to create a rustic brown finish without affecting the galvanized layer. Finish color must closely match existing guardrail.

**91-2.02 MATERIALS** – The Standard Specifications is amended to read:

Weathering Agent

Furnish a steel stain that involves a stable, one-step component solution applied directly to the galvanized surfaces.

Provide a stain that has a projected life expectancy range from 50-100 years. Furnish a stain that develops full coloration within two weeks of application. Supply a stain where the final color of the stain is controlled by custom blending of the basic ingredients, application techniques, dilution rate of the color concentrate with water or a combination of these methods.

Furnish a stain that contains chemical components that have no adverse reaction of effects on soils, plants, or animals. Furnish a stain that contains no corrosive by-products that are present once the stain has been applied; only nitrate fertilizer products are permitted to be present as soluble residues.

For information, the following stain system has been previously used by other agencies:

NATINA manufactured by Natina Products, LLC  
1577 1<sup>st</sup> St  
Coachella, CA 92236  
[www.natinaproducts.com](http://www.natinaproducts.com)

Alternate stain systems from various manufacturers may be proposed provided they meet the minimum material requirements specified herein.

**91-2.03 CONSTRUCTION** – The Standard Specifications is amended to read:

Weathering Agent Application, Guardrail: The contractor shall perform a test patch with the proposed Weathering Agent product on galvanized guardrail measuring at least 12 for approval from the Resident

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project – Special Provisions

Engineer. Apply multiple coats of the Weathering Agent, as needed, to create the appearance of a fully oxidized surface on all surfaces of the galvanized rail and attachment hardware.

Do not acquire the production Weathering Agent until the engineer has provided written approval.

Clean and prepare all surfaces to be treated in accordance with the manufacturer's written recommendations.

Apply Weathering Agent to rails and attachment hardware per manufacturer's recommendations. Once treated, protect the steel from abrasion that removes the darkening color. Re-treat any rails without adequate coverage prior to finalizing at no cost to the County.

**91-2.04 PAYMENT** – The Standard Specifications is amended to read:

Payment for Weathering Agent shall be included in the Guardrail unit price.

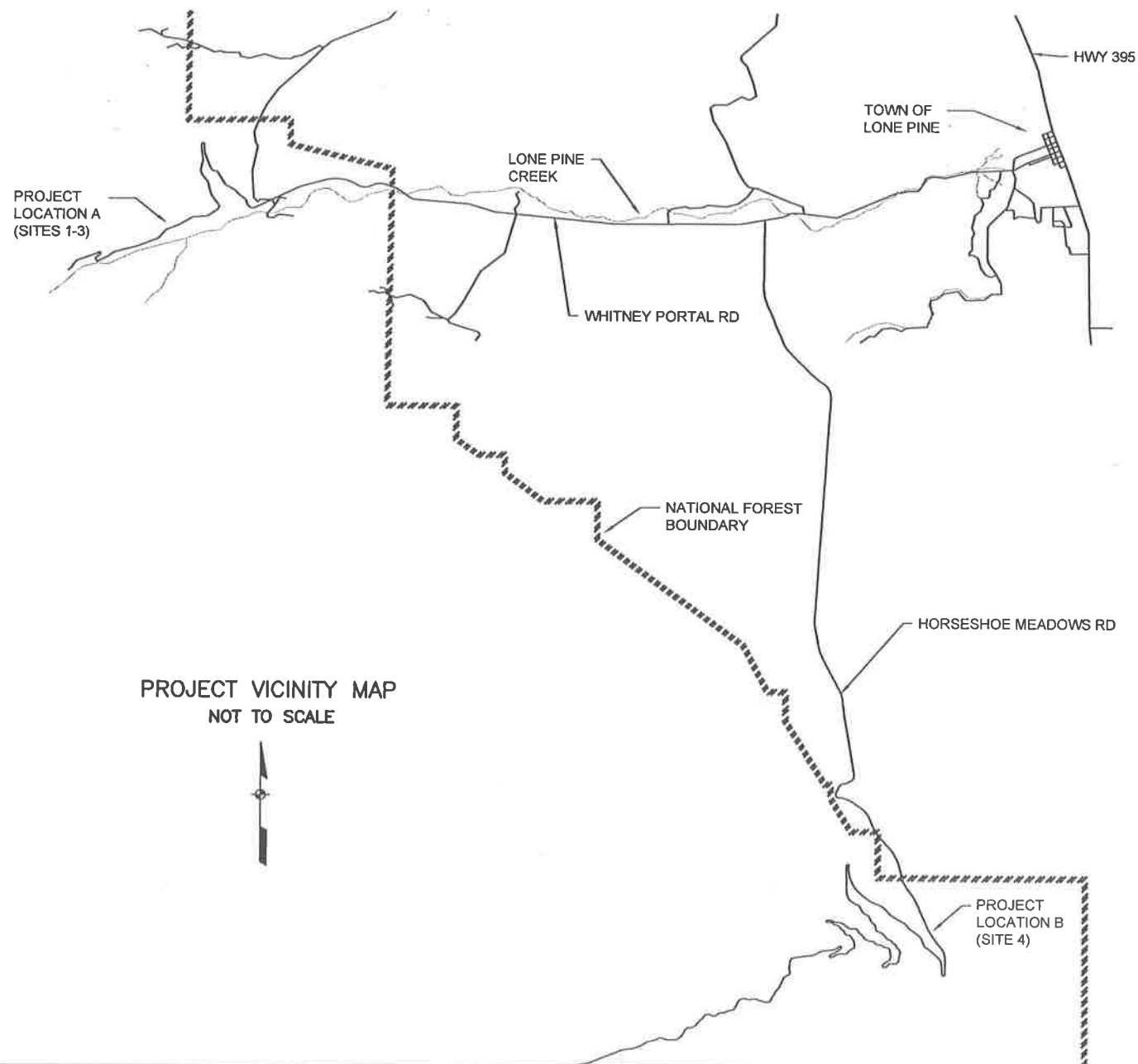


**COUNTY OF INYO**  
**DEPARTMENT OF PUBLIC WORKS**  
**PLANS FOR THE**  
**WHITNEY PORTAL RD AND HORSESHOE MEADOW RD**  
**PERMANENT RESTORATION STORM DAMAGE REPAIR**  
**LONE PINE, CA**

PROJECT NO. TR-17-006 AND TR-17-009  
 FEDERAL PROJECT NO. ER 32L0(001) AND 32L0(047)

**INDEX OF SHEETS**

1. TITLE AND LOCATION
2. NOTES, LEGEND AND ABBREVIATIONS
3. HORIZONTAL CONTROL 1: WHITNEY PORTAL
4. HORIZONTAL CONTROL 2: HORSESHOE MEADOWS
5. PLAN SHEET: SITE 1
6. PLAN SHEET: SITE 2
7. PLAN SHEET: SITE 3
8. PLAN SHEET: SITE 4
9. TYPICAL X-SECTIONS
10. DETAILS AND QUANTITIES



CONSTRUCTION LIMITS	
SITE	STATION LIMITS
1	153+77 to 156+74, Whitney Portal Rd
2	165+76 to 168+00, Whitney Portal Rd
3	183+50 to 184+31, Whitney Portal Rd
4	655+34 to 658+36, Horseshoe Meadows Rd

APPROVED BY:



  
 CLINT G. QUILTER, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

3/8/19  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>WHITNEY PORTAL RD AND          HORSESHOE MEADOW RD          PERMANENT RESTORATION          STORM DAMAGE REPAIR          LONE PINE, CA</b>
Drawn by: ARH    Date: 12/2017    Checked By: MJE    Date: 1/2018	Date: Jan. 2018    Drawing Name: 2017 Storm Damage Permanent Restoration

**GENERAL NOTES**

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.

PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, AND OTHER GOVERNING REGULATIONS.

ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
















INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS .

THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.

IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

PROJECT LOCATION: WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD NEAR LONE PINE, CA

**LEGEND**

	Monument
	Roadway Centerline (With Station Ticks)
	Right of Way
	Edge of Embankment
	Fog Line
	Edge of Pavement
	New Asphalt
	Base/Shoulder Backing
	Native Soil or Subbase
	Drainage Ditch
	Guardrail
	Existing Delineator
	Damaged or Missing Delineator - to be replaced
	Snow Pole
	Asphalt Concrete Dike, Type A

**Abbreviations**

€	Centerline
PI	Point of Intersection
Δ	Deflection Angle
e	Superelevation
R	Curve Radius
T	Tangent Length
L	Curve Length
HMA	Hot Mix Asphalt
AC	Asphalt Concrete
Lt	Left of €
Rt	Right of €
Approx.	Approximately

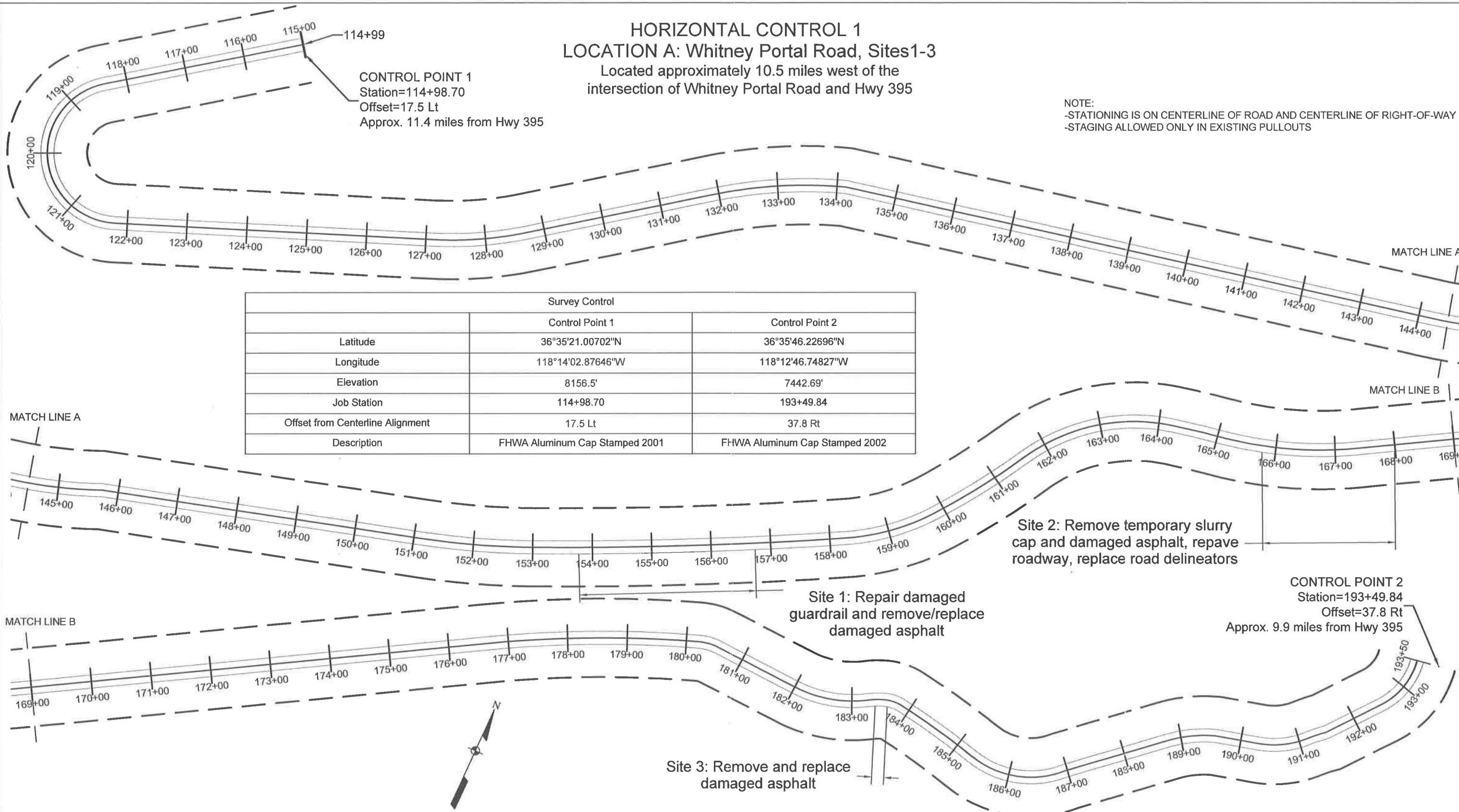
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018
Date: Jan. 2018		Drawing Name: 2017 Storm Damage Permanent Restoration.dwg	
			SHEET 2 OF 10



**HORIZONTAL CONTROL 1**  
**LOCATION A: Whitney Portal Road, Sites 1-3**  
 Located approximately 10.5 miles west of the  
 intersection of Whitney Portal Road and Hwy 395

**CONTROL POINT 1**  
 Station=114+98.70  
 Offset=17.5 Lt  
 Approx. 11.4 miles from Hwy 395

**NOTE:**  
 -STATIONING IS ON CENTERLINE OF ROAD AND CENTERLINE OF RIGHT-OF-WAY  
 -STAGING ALLOWED ONLY IN EXISTING PULLOUTS



Survey Control		
	Control Point 1	Control Point 2
Latitude	36°35'21.00702"N	36°35'46.22696"N
Longitude	118°14'02.87646"W	118°12'46.74827"W
Elevation	8156.5'	7442.69'
Job Station	114+98.70	193+49.84
Offset from Centerline Alignment	17.5 Lt	37.8 Rt
Description	FHWA Aluminum Cap Stamped 2001	FHWA Aluminum Cap Stamped 2002

MATCH LINE A

MATCH LINE A

MATCH LINE B

MATCH LINE B



SCALE 1:150

SURVEY CONTROL: PROVIDED BY FHWA WHITNEY PORTAL RD  
 RECONSTRUCTION CA FLAP CRS4018(1)

**Site 1: Repair damaged  
 guardrail and remove/replace  
 damaged asphalt**

**Site 2: Remove temporary slurry  
 cap and damaged asphalt, repave  
 roadway, replace road delineators**

**Site 3: Remove and replace  
 damaged asphalt**

**CONTROL POINT 2**  
 Station=193+49.84  
 Offset=37.8 Rt  
 Approx. 9.9 miles from Hwy 395

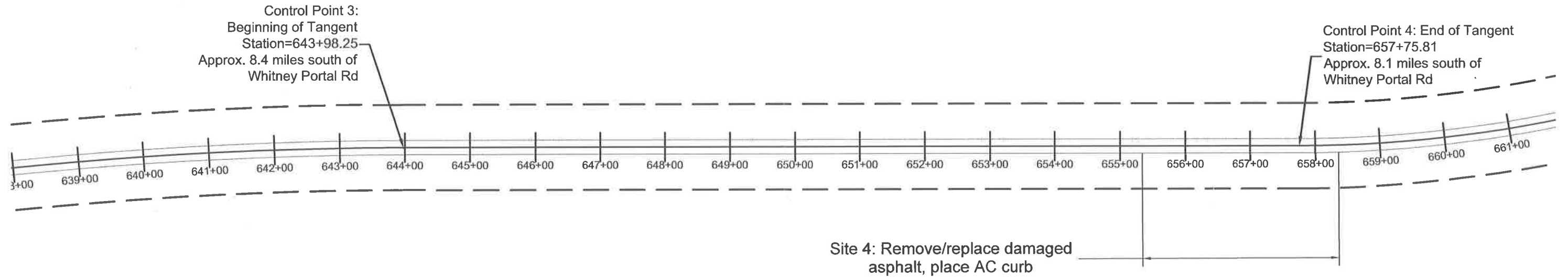
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>WHITNEY PORTAL RD AND                  HORSESHOE MEADOW RD                  PERMANENT RESTORATION                  STORM DAMAGE REPAIR                  LONE PINE, CA</b>	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018
Date: Jan. 2018		Drawing Name: SHEET 3 OF 10	

NOTES:  
 -STATIONING IS ON CENTERLINE OF ROAD AND CENTERLINE OF RIGHT OF WAY  
 -STAGING PERMITTED ONLY IN EXISTING PULLOUTS AND CLOSED LANES

## HORIZONTAL CONTROL 2

### LOCATION B: Horseshoe Meadows Road, Site 4

Located approximately 8 miles south of the intersection of Horseshoe Meadows Road  
Whitney Portal Road



SCALE 1:150

Survey Control		
	Control Point 3	Control Point 4
Latitude		
Longitude		
Elevation		
Job Station	643+98.25	657+75.81
Offset from Centerline Alignment	0	0
Description	12" Iron Cap - "County Surveyor Monument"	Iron Cap - "County Surveyor Monument"

SURVEY CONTROL: PROVIDED BY INYO COUNTY  
 HORSESHOE MEADOWS RD PLANS, DATED JULY 6, 1971

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>WHITNEY PORTAL RD AND          HORSESHOE MEADOW RD          PERMANENT RESTORATION          STORM DAMAGE REPAIR          LONE PINE, CA</b>	
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		Date: Jan. 2018	Drawing Name: 2017 Storm Damage Permanent Restoration.dwg
			SHEET 4 OF 10

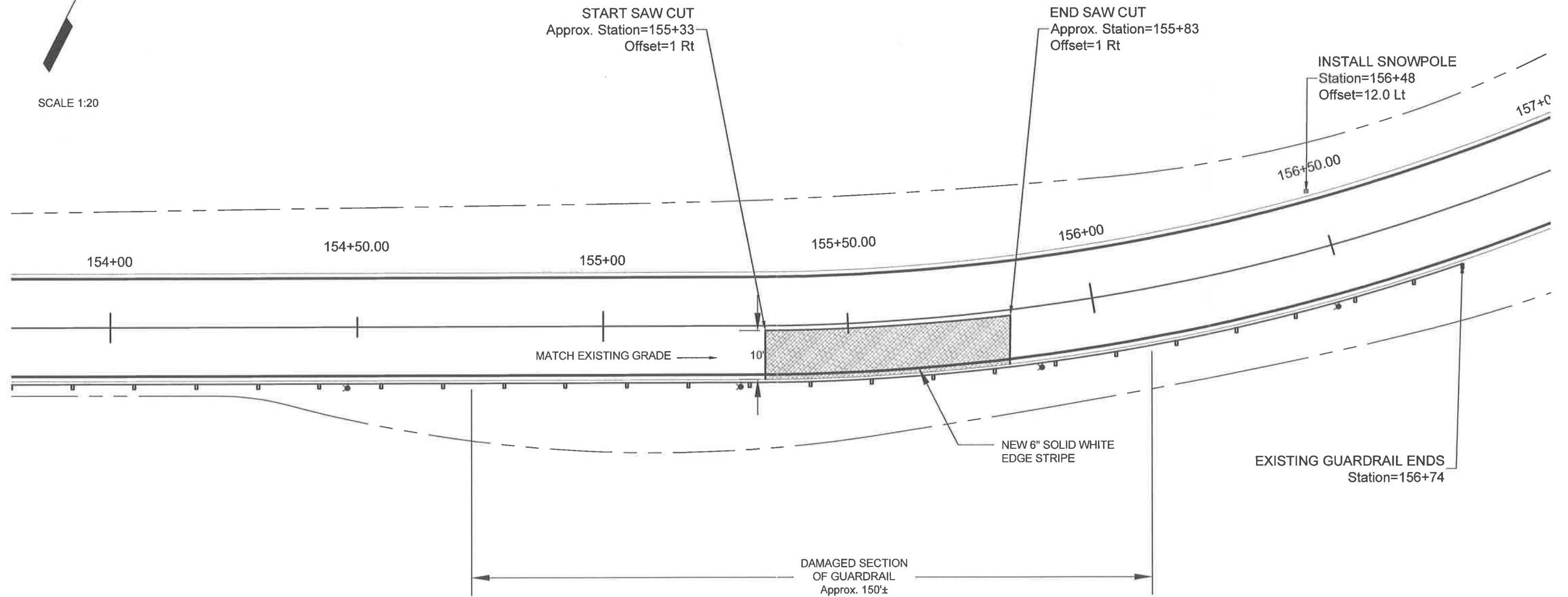
# Whitney Portal Road, Site 1

See Horizontal Control 1 (Sheet 3)

Repair pavement and replace  
damaged guardrail



SCALE 1:20

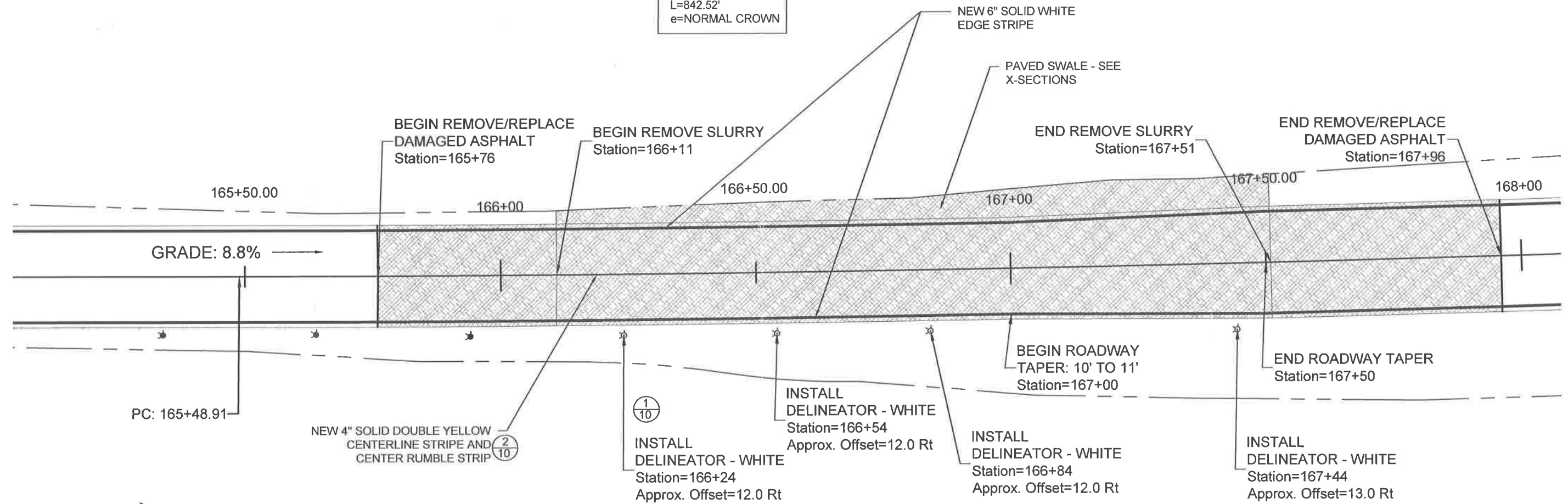


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		Date: Jan. 2018	Drawing Name: SHEET 5 OF 10

# Whitney Portal Road, Site 2

See Horizontal Control 1 (Sheet 3)  
 Repair pavement and replace  
 delineators

CURVE DATA:  
 PI 169+70.55  
 $\Delta=5^{\circ} 55' 23''$  (LT)  
 R=8,150.00'  
 T=421.63'  
 L=842.52'  
 e=NORMAL CROWN



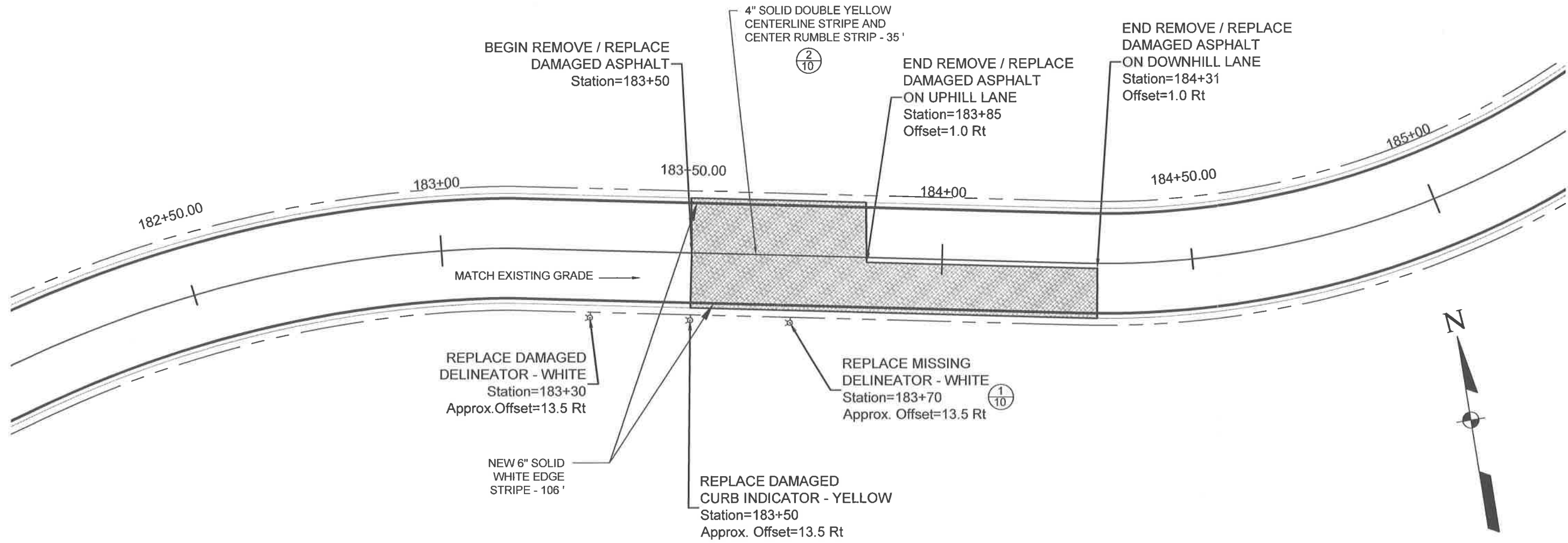
SCALE 1:20



Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018
Date: Jan. 2018		Drawing Name: 2017 Storm Damage Permanent Restoration.dwg	
			SHEET 6 OF 10

# Whitney Portal Road, Site 3

See Horizontal Control 1 (Sheet 3)  
Repair pavement and replace delineators

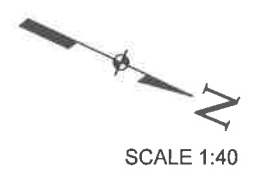
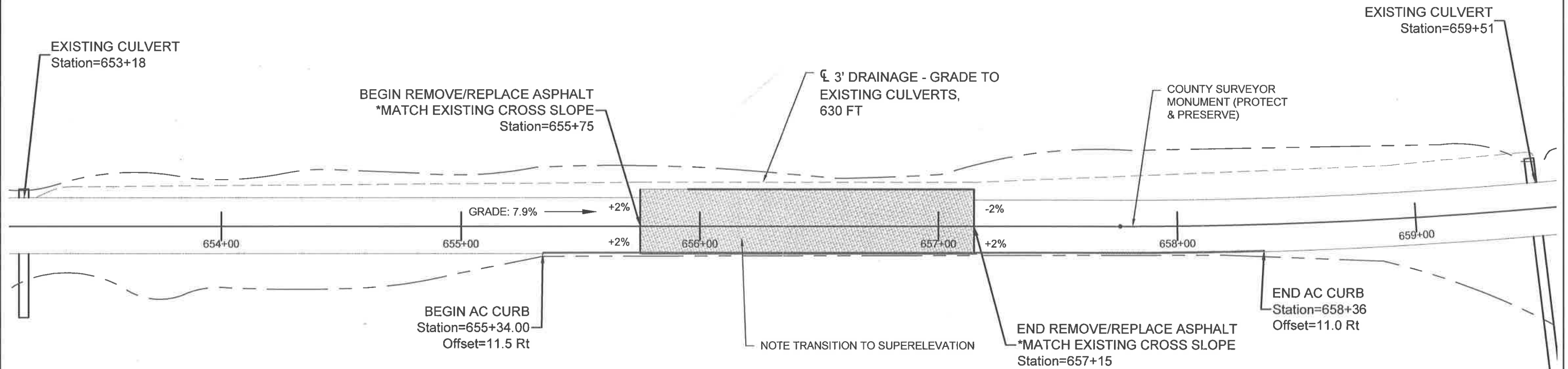


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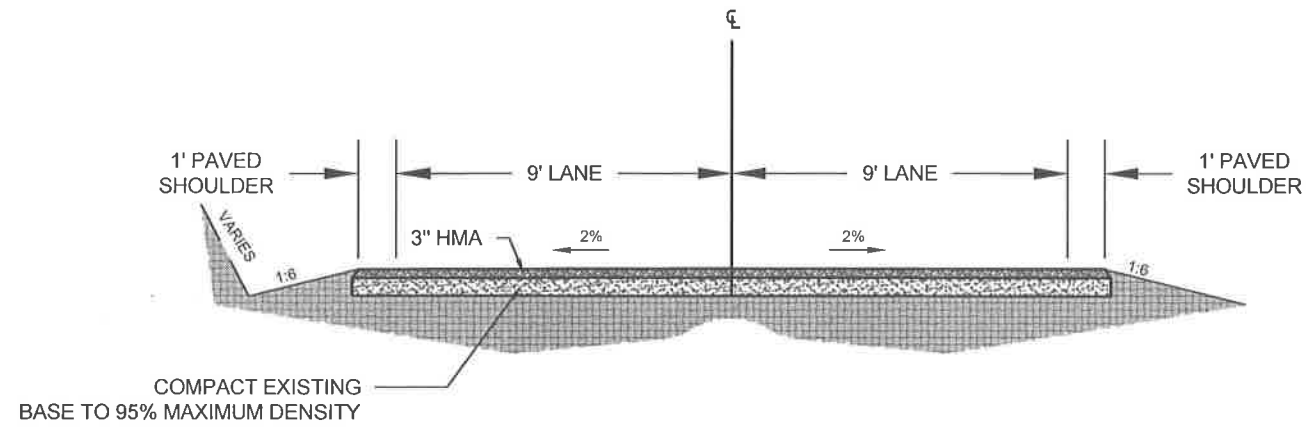
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018
Date: Jan. 2018		Drawing Name: 3317 Storm Damage Permanent Restoration.dwg	
			SHEET 7 OF 10

# Horseshoe Meadows Road, Site 4

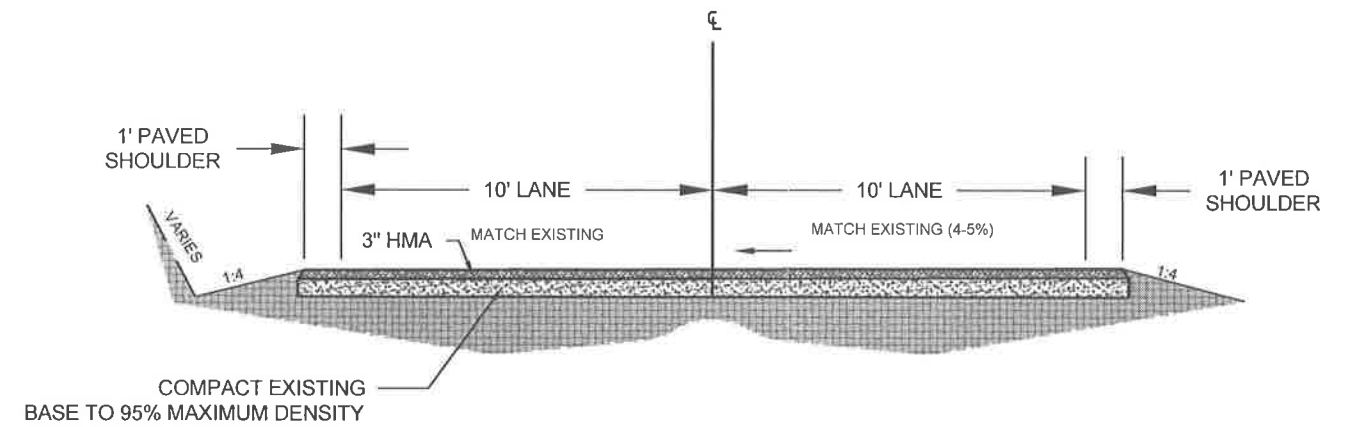
See Horizontal Control 2 (Sheet 4)  
 Repair pavement and place AC curb



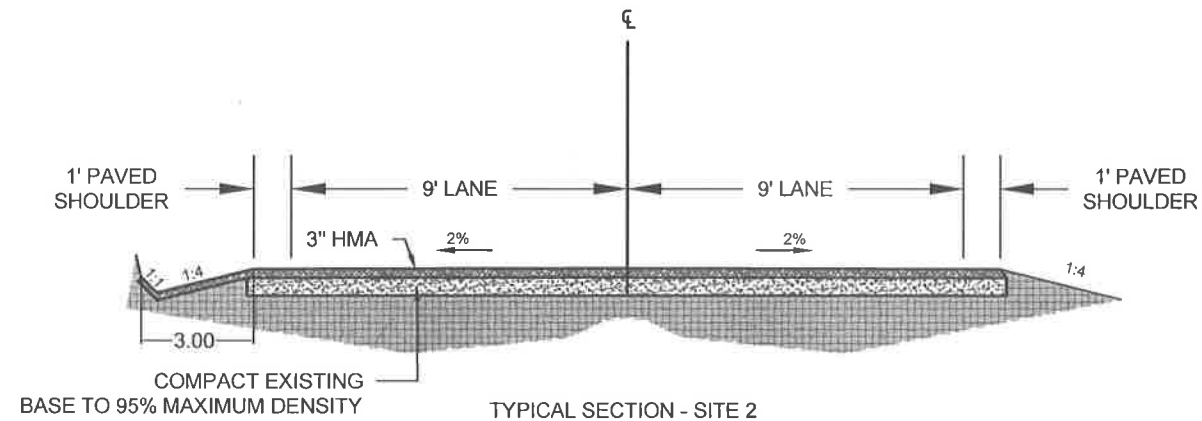
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018
		Date: Jan. 2018	Drawing Name: 2017 Storm Damage Permanent Rehabilitation
			SHEET 8 OF 10



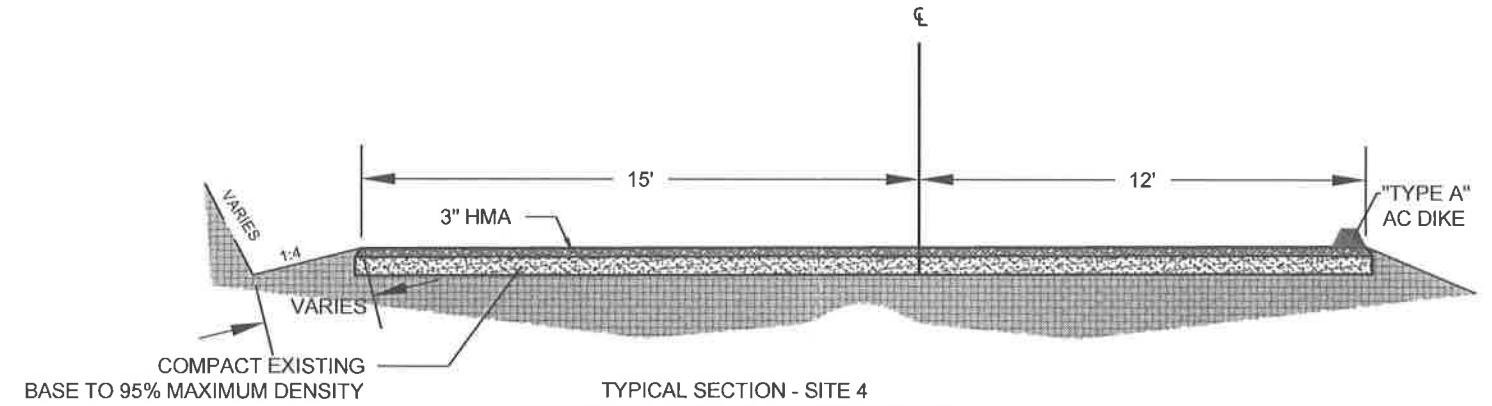
TYPICAL SECTION - SITE 2  
STATION 165+76 TO 167+00 (APPROX.)



TYPICAL SECTION - SITE 1 & 3  
STATION 155+33 TO 155+83 (APPROX.)  
STATION 183+40 TO 183+60 (APPROX.)



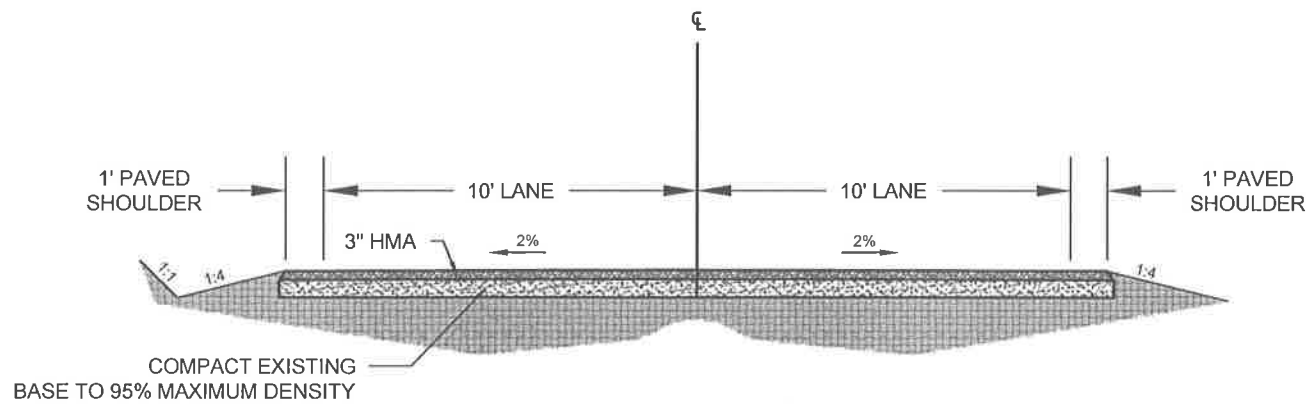
TYPICAL SECTION - SITE 2  
STATION 166+10 TO 167+50 (APPROX.)



TYPICAL SECTION - SITE 4  
HORSESHOE MEADOW RD, 8 MILES FROM  
JUNCTION WITH WHITNEY PORTAL RD  
STATION 655+34 TO 658+36 - AC CURB  
STATION 655+75 TO 657+15 - HMA PAVEMENT AND AC CURB

NOTE:  
FOR STATION 167+00 TO 167+50, LF & RT  
-TAPER PAVED ROADWAY FROM 20' TO 22'  
-TAPER LANE WIDTHS FROM 9' TO 10'

NOTE:  
-SECTION BEGINS WITH APPROX. 2% CROWN  
-TRANSITIONS TO 1-2% SUPERELEVATION.

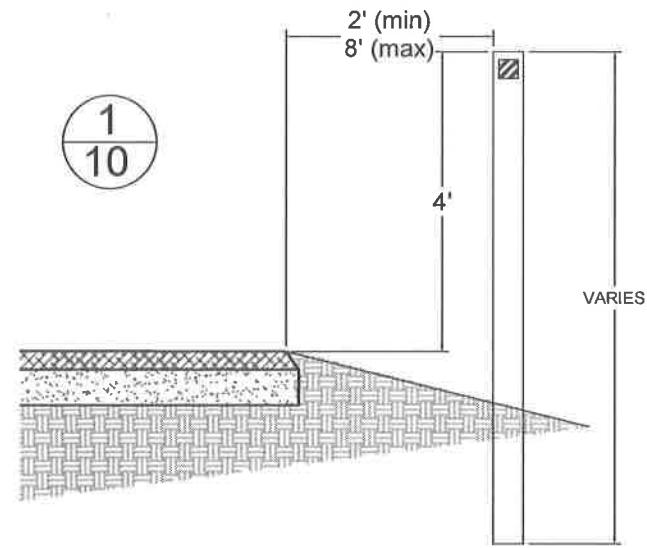


TYPICAL SECTION - SITE 2  
STATION 167+50 TO 167+96 (APPROX.)

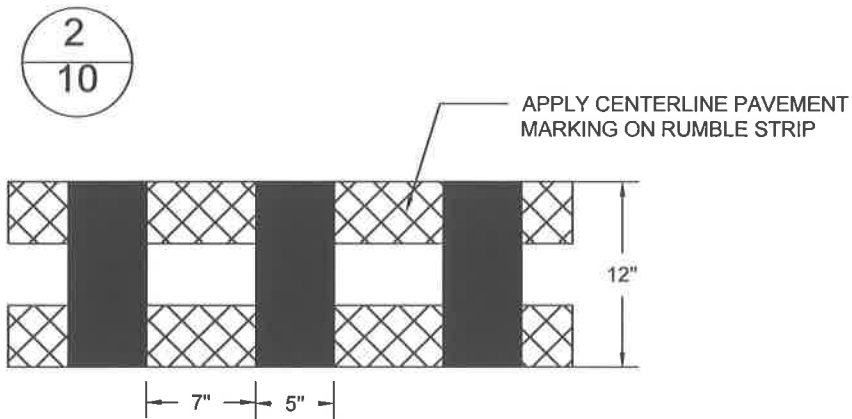
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201				WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA	
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018	Date: Jan. 2018	Drawing Name: 2017 Storm Damage Permanent Restoration
					SHEET 9 OF 10

# DETAILS

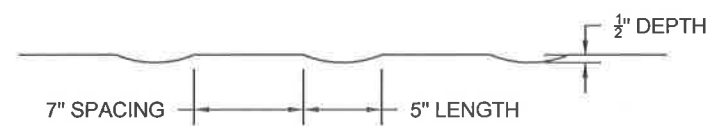
# SUMMARY OF QUANTITIES



LOCATION OF DELINEATOR



CENTERLINE RUMBLE STRIP



RUMBLE CROSS SECTION

ROADWAY ITEMS						
	UNITS	SITE 1	SITE 2	SITE 3	SITE 4	TOTAL
ROADWAY EXCAVATION	CY	5	53	12	35	105
CLASS II BASE	CY	0	10	0	0	10
HMA TYPE A	TN	9	94	23	75	201
RUMBLE STRIP-MILLED	LF	0	220	35	0	255
RECONSTRUCT GUARDRAIL	LF	150	0	0	0	150
INSTALL ROAD DELINEATOR	EA	0	4	3	0	7
INSTALL SNOW SURVEY POST	EA	1	0	0	0	1
6" TRAFFIC STRIPE, EDGE	LF	50	440	116	0	606
4" TRAFFIC STRIPE, CENTER	LF	0	440	70	0	510
ASPHALT CONCRETE CURB	LF	0	0	0	302	302

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201				WHITNEY PORTAL RD AND HORSESHOE MEADOW RD PERMANENT RESTORATION STORM DAMAGE REPAIR LONE PINE, CA		
Drawn by: ARH	Date: 12/2017	Checked By: MJE	Date: 1/2018	Date: Jan. 2018	Drawing Name: SHEET 10 OF 10	





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  <span style="font-size: 2em;">13</span>
---

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** April 10, 2018

**SUBJECT:** Adopting a new Quality Assurance Program to guide sampling, testing and inspection on road construction projects.

**DEPARTMENTAL RECOMMENDATIONS:** Request that your Board approve the adoption of a new Quality Assurance Program (QAP) to be used on all Inyo County road paving projects.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Inyo County is currently using the Caltrans QAP as our testing standard on state and federally funded road projects. A QAP is a "sampling, testing and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications." The Caltrans QAP, which must be followed for projects on the State Highway System, requires a level of testing and inspection that is very difficult for the County to maintain given funding and staffing limitations.

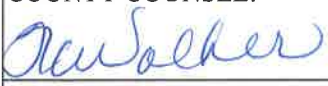
Caltrans District 9 Local Assistance recently discussed with the Public Works Department the possibility of adopting a less stringent QAP; better suited to the size and scope of the County's projects. A Caltrans Construction Oversight Engineer created a template for local agencies to customize to suit their needs, which was approved by Caltrans and by the Federal Highway Administration (FHWA). That template was used to create this program, which includes reduced sampling frequencies and simplified Source Inspection requirements.

**ALTERNATIVES:** The Board could choose not to adopt this QAP and to continue under the Caltrans QAP. This is not recommended since the County has difficulty maintaining this standard, and could possibly lose funding from state and federally funded road projects for failing to meet the adopted Program.

**OTHER AGENCY INVOLVEMENT:** County Council has reviewed this document; Caltrans and FHWA have approved of the template used to create this program.

**FINANCING:** N/A

**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>3/27/18</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>N/A</u> Date: _____
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>N/A</u> Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/29/18  
 (Not to be signed until all approvals are received)

INYO COUNTY  
DEPARTMENT OF PUBLIC WORKS



**QUALITY ASSURANCE PROGRAM (QAP)**

*Approved By:*

*Date:*

*[Signature]* - PUBLIC WORKS DIR. 3/29/18  
*Name and Title*

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**THE PURPOSE OF THIS PROGRAM IS TO PROVIDE ASSURANCE THAT THE MATERIALS INCORPORATED INTO THE CONSTRUCTION PROJECTS CONFORM WITH THE CONTRACT SPECIFICATIONS.**

- This Quality Assurance program and document shall be *updated every five years minimum*
- This program and document shall be updated if changes are made to the test methods or to the testing sampling and frequencies.

## **I. DEFINITION OF TERMS**

---

**Quality Assurance Program (QAP):** A sampling, testing and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications. The main elements of a QAP are the Material Acceptance Program and the Independent Assurance Sampling and Testing Program.

**Material Acceptance Program:** Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: *Acceptance Testing, Manufacturer's Certificate of Compliance, Source Inspection, or field inspection.*

**Acceptance Testing (AT):** Testing of project materials to determine compliance with the contract specification criteria.

**Certificate of Compliance:** A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications.

**Source Inspection:** Sampling, testing and/or inspection of manufactured or prefabricated structural materials at a location other than the job site; generally at the manufactured location.

**Independent Assurance Program (IAP):** A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

## **II. MATERIALS ACCEPTANCE PROGRAM**

---

Materials incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. *Field Sampling and Acceptance Testing*
2. *Source Inspection and Testing*
3. *Manufacturer's Certificate of Compliance* (with attachments if required)
4. *Visual Inspection* (for minor quantities)

**1. FIELD SAMPLING AND ACCEPTANCE TESTING :**

**General:**

- Acceptance sampling and testing shall be performed by certified materials personnel.
- Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
- The test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Contract Change Orders (CCO).
- Justification shall be provided for any failing material allowed to remain in place.

**Sampling and Testing Locations and Frequencies:**

- Sample and testing locations and frequencies shall be in accordance with the contract specifications.
- If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown on **Attachment No. 1: Acceptance Sampling and Testing Frequencies**.
- When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials, the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to *avoid a predictable sampling routine*.

**Acceptance Test Methods:**

- The test methods used shall be *as specified in the contract documents*.
- For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

<b>Test Property</b>	<b>Test</b>
Relative compaction	CT 216 or 231
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Grading (sieve analysis)	CT 202
Durability index	CT 229
Cleanness Value	CT 227

**Acceptance Testing Laboratory:**

- A consultant materials laboratory will be used to perform acceptance testing. The consultant laboratory used may vary by project.
- The materials laboratory shall be under the responsible management of a *California Registered Engineer* with experience in sampling, inspection, and testing of construction materials.
- The Engineer shall *certify* the results of all tests performed by laboratory personnel under the Engineer’s supervision.
- Laboratories shall be properly accredited.
- Laboratory testing personnel shall be appropriately certified.
- Testing equipment shall be properly calibrated.
- Laboratories shall comply with Section IV, *Independent Assurance Program*, of this document.

**Reporting Test Results:**

- Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.
- Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

**Timetable for Providing Full Test Results to the RE**

*If the material is sampled... and the test performed is.... submit results to the RE within ...*

at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or Asphalt extraction	96 hours

### ***Acceptance Testing Summary Logs***

- The RE shall maintain a testing summary log for each test method performed more than once on the project (CT 217, CT 202 etc....), and by salient feature (structure backfill, subgrade, etc....)
  - **Attachment 2:** *Test Result Summary Log* form shall be used.
- The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.

### **MANUFACTURER'S CERTIFICATES OF COMPLIANCE:**

#### ***General:***

- Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
- *Where required by the contract specifications*, the contractor shall submit a certificate of compliance.
- Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance.
- The RE may perform sampling and testing on such materials at any time.
- Certificates of compliance **shall**:
  - Be submitted by the Contractor before the material is incorporated into the work;
  - Accompany the material to the job site;
  - Identify the lot (or heat) number for each lot delivered;
  - Include the contract number;
  - Include test data and other documents, if required;
  - State that the material complies with the contract specifications; and
  - Be signed by the producer of the material.

#### ***List of Materials Accepted by Certificate of Compliance:***

In accordance with the Caltrans 2015 Standard Specifications the materials listed in **Attachment No. 3: *Materials Accepted by Certificate of Compliance*** may be accepted by Certificate of Compliance. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions.

### **SOURCE INSPECTION AND TESTING:**

- Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
- Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include, but are not limited to: structural steel , precast prestressed concrete girders and

pilings; RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, electrical items.

- The RE may reject source inspected material at the job site if it is deemed not acceptable. For example:
  - Material damaged in shipment or installation.
  - Defective material; source inspection is usually a random sampling and may not have checked 100% of the material.
- A consultant materials laboratory will be used to perform source inspection and testing. The consultant laboratory used may vary by project.

### **ACCEPTANCE OF MINOR QUANTITIES WITHOUT TESTING (VISUAL INSPECTION):**

#### ***General:***

- Relatively minor quantities of construction materials may be accepted without testing, if the following three conditions are met:
  1. Visual examination of the material is performed;
  2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements; and
  3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

#### ***Approximate quantities that may be accepted by visual inspection:***

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
  - 100 tons per day, nor
  - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
  - 50 tons per day.
  - If project total is less than 500 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
  - 100 gallons per project

### **III. INDEPENDENT ASSURANCE PROGRAM (IAP)**

- The IAP shall verify that:
  - Sampling and testing procedures are being performed correctly;
  - All testing equipment is in good condition and properly *calibrated*; and
  - All AT performed on the project uses a *qualified laboratory* and *certified testing personnel*.
- A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency, when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.



**LABORATORY TO PERFORM INDEPENDENT ASSURANCE (IA) TESTING AND DUTIES:**

- The IAP, including certification of testers and qualification of lab, shall be executed by one of the following
  - Caltrans (for CT test methods only)
  - Consultant (this consultant shall be different from AT consultant)
- IA shall be performed on every type of materials test required for the project.
- IAP samples and tests shall *not* be used for determining compliance with contract requirements.

**LABORATORY QUALIFICATION:**

- The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
  1. AASHTO Materials Reference Laboratory (AMRL)
  2. Cement and Concrete Reference Laboratory (CCRL)
  3. Caltrans' Reference Samples Program (RSP)
- The AT Laboratory qualification shall occur *annually*.
- A copy of the current laboratory qualification shall be kept in the project records.

**TESTER CERTIFICATION:**

- Sampling and testing personnel shall be certified for a maximum of two years by one or more of the following Personnel Certification Programs:
  - CT Materials Engineer and/or CT METS IA Representative (for CT tests only)
  - Nationally recognized organizations such as the American Concrete Institute
  - National Institute of Certification of Engineering Technologies
  - A consultant lab qualified for such purposes
- Proficiency tests shall be performed for testers to be certified on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types shall be witness tests.
- A copy of each tester's current and applicable certifications shall be kept in the project files.

**EQUIPMENT CERTIFICATION / CALIBRATION:**

- Laboratory testing equipment shall be:
  - Capable of performing the tests required.
  - Be in good working order.
  - Be calibrated at least *once each year*.

- Be calibrated by impartial means using devices of accuracy traceable to the **National Institute of Standards and Technology**.
- Have a *decal* firmly affixed to each piece of equipment showing the date of the last calibration.

#### ***IV. CERTIFICATION OF PROJECT MATERIALS:***

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- The RE shall complete and sign **Exhibit 17-G, "Materials Certificate"** of the Local Assistance Procedures Manual (LAPM), upon completion of a federal-aid project.
- The form shall *explain and justify* all materials incorporated into the work which did not conform to specifications, including changes by virtue of contract change orders.
- The form shall be filed in the project records.
- The form shall be included in the Report of Expenditures submitted to the Caltrans District Local Assistance Engineer (DLAE).

#### ***V. PROJECT QAP RECORDS:***

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- Each project shall have the following quality assurance documents on file, organized and indexed in the following categories:
  - Copy of Quality Assurance Plan
  - Certificates of Proficiency-Testers and Samplers (LAPM Exhibit 16-D TL-0111)
  - Certificates of Accreditation of Testing Lab (TL-0113)
  - Notice of Materials to be Used (LAPM Exhibit 16-I)
  - Acceptance Testing Summary Logs and Test Results
  - Certificates of Compliance, including Buy American Certificates
  - Source inspection records and reports
  - Materials Certification (LAPM Exhibit 17-G)
- For up to three years following the date of final project voucher, and at all times during the project, all project records shall be available in a single location for inspection by auditors and reviewers.

#### ***VI. ATTACHMENTS***

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- ATTACHMENT NO. 1 - Acceptance Sampling and Testing Frequencies
- ATTACHMENT NO. 2 - Test Results Summary Log
- ATTACHMENT NO. 3- Materials Accepted by Certificate of Compliance

## Sampling and Testing Frequency Table for projects OFF the SHS.

### HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a) Loose Mix Behind Paver Per CT 125
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		
In-Place Density and Relative Compaction (Nuclear )	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans

(b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test

(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test

(d) Report the average of 3 tested briquettes from a single split source

(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density

(f) No testing required unless warranted by concern; sample and store until completion of project

### SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

### AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

### STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

## PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE		Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Quality Characteristic				
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; if bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement.	
Cleaness Value	CT 227			

FINE AGGREGATE		Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Quality Characteristic				
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; if bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement.	
Sand Equivalent	CT 217			

WET MIX		Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Quality Characteristic				
Slump/Penetration	CT 533	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	Sample from truck/work site.	
Cylinders	CT 539/540			



**Exhibit 16-T Materials Accepted By Certificate of Compliance**

**Table 6-2.3 Materials Accepted by Certificate of Compliance (1 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Asphalt	
Asphaltic emulsion	Certificate of compliance must include the following: 1. Shipment number and shipment date. 2. Source refinery, consignee, and destination. 3. Type and description of material with specific gravity and quantity. 4. Contract or purchase order number. 5. Signature by the manufacturer of the material and a statement that the material complies with the contract.
Asbestos cement pipe	
Asbestos sheet packing	
Asphalt modifier	Test results required with each truck load.
Asphalt rubber joint sealant	A certified test report of the results for the required tests performed within 12 months before the proposed use.
Backer rods	Must include manufacturer's statement of compatibility with the joint sealant to be used.
Barbed Wire	
Blast cleaning material	
Bonding Material	
Brick	
Cable-type restrainers Lock nuts	Certificate of compliance must be submitted with a copy of each required test report.
Cast iron pipe	
Cast iron manhole rings and covers	
Chemical adhesive for bonding tie bars and dowel bars in concrete pavement	
Chemical adhesive for structures	Certificate of compliance must state compliance with ICBO AC 58 and Caltrans. Augmentation/Revisions to ICBO AC 58.
Concrete Admixture	Certificate of compliance from the manufacturer must certify that the admixture furnished is the same as that previously authorized or the authorized materials list.
Concrete Cementitious material	Certificate of compliance must include the source name and location. If the cementitious material is delivered directly to the job site, the certificate of compliance must be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete, the certificate of compliance must be signed by the concrete manufacturer. If blended cement is used, the certificate of compliance must include a statement signed by the blended cement supplier that shows the actual percentage of SCM, by weight, in the blend.
Concrete Curing compound	Certificate of compliance must include: 1. Test results for the tests specified in Section 90-1.01D(6) [90-7.01B] of the <i>Standard Specifications</i> . 2. Certification that the material was tested within 12 months before use.
Concrete Minor concrete	Before placing minor concrete from a source not previously used on the contract, a certificate of compliance stating that the minor concrete to be furnished complies with the contract requirements, including the specified minimum cementitious material content.
Ceramic tile	
Chain link fencing and railing	Certificate required for protective coating system.
Concrete anchorage devices	

**Table 6-2.3 Materials Accepted by Certificate of Compliance (2 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Concrete pipe Circular reinforced direct design method	Certificate of compliance must: 1. Be signed by the manufacturer's quality control representative. 2. State that all materials and workmanship comply with the specifications and authorized shop drawings.
Copper pipe	
Corrugated metal pipe	
Crack sealant	Certificate of compliance must include: 1. Manufacturer's name 2. Production location 3. Product brand or trade name 4. Product designation 5. Batch or lot number 6. Crack treatment material type 7. Contractor or subcontractor name 8. Contract number 9. Lot size 10. Shipment date 11. Manufacturer's signature
Crash cushions	
Crumb rubber modifier	Test results required with each truck load.
Culvert markers	
Delineators	Certificate of compliance required for: 1. Metal target plates 2. Enamel coating 3. Retroreflective sheeting
Dowel bar baskets	
Drop inlet grates and frames	
Drain tile	
Drip irrigation line	
Elastomeric Bearing Pads Plain	Certified test results for the elastomer.
Elastomeric Bearing Pads Steel-reinforced	Certified test results.
Electrical Battery back-up system	Certificates of compliance is required for: • External cabinet • Batteries
Electrical Conductor	
Electrical Conduit (galvanized and plastic)	
Electrical Equipment	
Electrical Pull boxes (concrete and plastic)	
Electrical Service cabinets	



**Table 6-2.3 Materials Accepted by Certificate of Compliance (3 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Erosion control	Certificate of compliance is required for: <ul style="list-style-type: none"> <li>• Straw</li> <li>• Fiber</li> <li>• RECP</li> <li>• Fasteners</li> </ul> Certificate of compliance with attachments are required for: <ul style="list-style-type: none"> <li>• Tackifier</li> <li>• Bonded fiber matrix</li> <li>• Polymer-stabilized fiber matrix</li> </ul> Certificates of compliance attachments include: <ol style="list-style-type: none"> <li>1. Material Safety Data Sheet.</li> <li>2. Product label.</li> <li>3. List of applicable nonvisible pollutant indicators for soil amendment and stabilization products as shown in the table titled "Pollutant Testing Guidance Table" in the Caltrans Construction Site Monitoring Program Guidance Manual.</li> <li>4. Report of acute and chronic toxicity tests on aquatic organisms conforming to EPA methods.</li> <li>5. List of ingredients, including chemical formulation.</li> <li>6. Properties of polyacrylamide in tackifier including (1) percent purity by weight, (2) percent active content, (3) average molecular weight, and (4) charge density.</li> </ol>
Epoxy	
Epoxy powder coating for dowel bars and tie bars	
Expansion joint filler	
Fiberglass pipe	Certificate of compliance must be submitted with laboratory test results.
Gabions	If PVC coating is shown, a suitable UV resistance additive must be blended with the PVC and the additive must be shown on the certificate of compliance.
Geocomposite drain	Certificate of compliance must certify that the drain produces the specified flow rate. The certificate must be accompanied by a flow capability graph for the geocomposite drain showing flow rates and the externally applied pressures and hydraulic gradients. Verification must be by an authorized laboratory for the flow capability graph.
Geosynthetics	Test sample representing each lot and minimum average roll value.
Glass beads	
Glue laminated timbers and decking	
Guide markers	
Irrigation hose	
Irrigation pipe	Certificate of compliance required for: <ul style="list-style-type: none"> <li>• Polyethylene pipe.</li> <li>• Plastic pipe supply line for pipe with wall thickness of the bell less than the specified minimum wall thickness of the pipe.</li> </ul>
Joint filler material	
Joint seals (Type A and AL)	Certified test report for each batch of sealant.

**Table 6-2.3 Materials Accepted by Certificate of Compliance (4 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Joint seal (Type B)	Certificate of compliance required for: <ul style="list-style-type: none"> <li>• Elastomeric joint seal</li> <li>• Lubricant-adhesive</li> </ul> Certificate of compliance must be submitted with certified test report for each lot of elastomeric joint seal and lubricant-adhesive. Test reports must include the seal movement rating, the manufacturer's minimum uncompressed width, and test results.
Joint seal assemblies with a movement rating of 4 inches or less	For alternative joint seal assemblies, a certificate of compliance must be submitted for each shipment of joint seal materials. The certificate must state that the materials and fabrication involved comply with the specifications and the data submitted in obtaining the authorization for the alternative joint seal assembly.
Joint seal assemblies with a movement rating over 4 inches	
Lime	Certificate of compliance must include a statement certifying the lime furnished is the same as on the authorized material source list.
Machine spiral wound PVC pipeliners	Certificate of compliance for each reel of PVC strip must include: <ol style="list-style-type: none"> <li>1. Name of manufacturer</li> <li>2. Plant location</li> <li>3. Date of manufacture and shift</li> <li>4. Cell classification</li> <li>5. Unit mass</li> <li>6. Average pipeliner stiffness and profile type</li> </ol>
Markers	Certificate of compliance required for: <ol style="list-style-type: none"> <li>1. Metal target plates</li> <li>2. Enamel coating</li> <li>3. Retroreflective sheeting</li> </ol>
Masonry block	Certificate of compliance required for: <ol style="list-style-type: none"> <li>1. Concrete masonry units</li> <li>2. Aggregate for grout</li> <li>3. Grout</li> </ol>
Micro surfacing emulsion	
Mulch	
Open steel flooring and grating	
Overside drains	Certificate of compliance based on steel materials, aluminum materials or plastic materials.
Parking area seal material	
Pavement markers	
Pavement marking	
Paint or thermoplastic	
Plastic lumber	Laboratory test report.
Plastic traffic drums	
Plastic pipe for drainage	Certificate of compliance must include average pipe stiffness, resin material cell classification, and date of manufacture. For corrugated polyethylene pipe, manufacturer's copy of plant audits and test results from the National Transportation Products Evaluation Program for the current cycle of testing for each pipe diameter furnished.
Portable changeable message sign	
Precast concrete Cementitious material used in precast concrete products	Certificate of compliance must be signed by the precast concrete product manufacturer.

**Table 6-2.3 Materials Accepted by Certificate of Compliance (5 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Precast concrete Box culverts	Certificate of compliance must signed by the manufacturer's QC representative for each shipment.
Precast raised traffic bars	
Preformed compression seal for concrete pavement	
Preformed membrane sheet	Must include type of sheet and the conditioner or primer application rates.
Rapid strength concrete	Certificate of compliance is required for each delivery of aggregate, cementitious material, and admixtures used for calibration tests. The certificate of compliance must state that the source of the materials used for the calibration tests is the same source as to be used for the planned work.
Reinforcement	You may request that the contractor submits with certificate of compliance: 1. Copy of the certified mill test report for each heat and size of reinforcing steel showing physical and chemical analysis. 2. Two copies of a list of all reinforcement before starting reinforcement placement.
Reinforcement Epoxy-coated	Certificate of compliance for each shipment of epoxy-coated reinforcement must be submitted with: 1. Certification that the coated reinforcement complies with ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M, Class A, Type 1, for wire reinforcement 2. All certifications specified in ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement.
Reinforcement Epoxy-coated prefabricated reinforcement	Certificate of compliance for each shipment of epoxy-coated prefabricated reinforcement must be submitted with: 1. Certification that the coated reinforcement complies with ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M Class A, Type 2 for wire reinforcement. 2. All certifications specified in ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement.
Reinforcement Epoxy-coating patching materials	Certificate of compliance for the patching material must include certification that the patching material is compatible with the epoxy powder to be used.
Reinforcement Headed bar	Certificate of compliance for each shipment of headed bar reinforcement must be submitted with: 1. Mill test reports for the: 1.1. Bar reinforcement 1.2. Head material 2. Production test reports 3. Daily production logs
Reinforcement Splicing	Certificate of compliance for each shipment of splice material must be submitted with: 1. Type or series identification of the splice material, including tracking information for traceability. 2. Grade and size number of reinforcement to be spliced. 3. Statement that the splice material complies with the type of mechanical splice on the authorized material list. 4. For resistance-butt-welded material: 4.1. Heat number 4.2. Lot number 4.3. Mill certificates

**Table 6-2.3 Materials Accepted by Certificate of Compliance (6 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Sheet metal	
Sign panels	Certificates of compliance required for: <ol style="list-style-type: none"> <li>1. Aluminum sheeting</li> <li>2. Retroreflective sheeting</li> <li>3. Screened-process colors</li> <li>4. Nonreflective, opaque, black film</li> <li>5. Protective-overlay film</li> </ol>
Silicone joint sealant	A certified test report of the results for the required tests performed within 12 months before the proposed use.
Slotted edge drain	
Snow poles	
Snow plow deflectors polyethylene material	
Soil amendment	
Steel crib wall	
Sheet metal	
Sign panels	Certificates of compliance required for: <ol style="list-style-type: none"> <li>1. Aluminum sheeting</li> <li>2. Retroreflective sheeting</li> <li>3. Screened-process colors</li> <li>4. Nonreflective, opaque, black film</li> <li>5. Protective-overlay film</li> </ol>
Silicone joint sealant	A certified test report of the results for the required tests performed within 12 months before the proposed use.
Slotted edge drain	
Snow poles	
Snow plow deflectors polyethylene material	
Soil amendment	
Steel crib wall	
Steel pipe piles	The certificate of compliance must be signed by the plant's QC representative. The QC representative must be on record with the Department's Office of Structural Materials. certificate of compliance must include: <ol style="list-style-type: none"> <li>1. Statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described.</li> <li>2. Certified mill test reports for each heat number of steel pipe piles being furnished.</li> <li>3. Test reports for tensile, chemical, and any specified non-destructive test (NDT).</li> <li>4. Test reports must be based on test samples taken from the base metal, steel, coil or from the manufactured or fabricated piles.</li> <li>5. Calculated carbon equivalent. The carbon equivalent may be shown on the mill test report.</li> </ol>
Steel sheet piling	
Structural plate culverts	Certificate of compliance required for: <ol style="list-style-type: none"> <li>1. Structural metal plate pipe</li> <li>2. Arches</li> <li>3. Pipe arches</li> <li>4. Metal liner plate pipe</li> </ol>

**Table 6-2.3 Materials Accepted by Certificate of Compliance (7 of 7)**

Material/Product	Remarks (Including Requirements for Additional Back-Up Information Required with Certificate of Compliance)
Structural shape steel piles	Certificate of compliance must include: 1. Test reports for tensile, chemical, and any specified NDT. Test samples must be taken from the base metal, steel, or from the manufactured or fabricated pile. 2. A statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described.
Structural composite lumber used in falsework	
Structural steel thermal spray coat	
Wire feedstock	
Styrofoam filler	
Subsurface drain	
Temporary concrete washout	Certificate of compliance required for: • Gravel-filled bag • Plastic liner
Temporary fence (Type ESA)	Certificate of compliance required for: • High visibility fabric • Safety caps for metal posts
Temporary linear sediment barrier	Certificate of compliance required for: • Fiber roll • Safety cap for metal posts • Silt fence fabric • Sediment filter bag • Foam barrier • Gravel-filled bag fabric
Temporary railing (Type K)	
Thermoplastic	
Tie bars	
Tie bar baskets	
Timber products (treated and untreated)	Certificate of compliance for timber and lumber must state the species of the material to be shipped and include a certified grading report. If treated, certified treating report.
Threaded tie bar splice couplers	
Traffic stripe	
Paint or thermoplastic	
Turf sod	
Underdrains	Certificate of compliance required for: • Type of pipe • Tubing • Fitting
Waterproofing fabric	
Waterstop	Certificate of compliance for waterstop material must state compliance with paragraph 6 of Army Corps of Engineers CRD-C 572.
Welded wire fabric	
Wire mesh fencing	



**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:** Public Works Department

**FOR THE BOARD MEETING OF:** April 10, 2018

**SUBJECT:** Consideration of a contract with LSC Transportation Consultants, Inc. to 1) complete two updates of the Regional Transportation Plan and 2) for other transportation planning services as needed over a five year period.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Contract between the County of Inyo and LSC Transportation Consultants, Inc., for the provisions of transportation planning services, in an amount not to exceed \$45,135, for the period of March 27, 2018 through April 30, 2023 and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County Local Transportation Commission (ICLTC) is requesting that Inyo County enter into a contract with LSC Transportation Consultants to 1) complete two update the Regional Transportation Plan (RTP) that are four years apart and 2) for other transportation planning services such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount is only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

A Request for Proposals for the two updates of the RTP and other transportation planning tasks was mailed out to interested parties, posted on the County website, and published in the Inyo Register. There were only two proposals submitted to complete this project. A project selection committee consisting of County, City of Bishop, and Caltrans District 9 staff reviewed, rated, and ranked the two proposals. The committee unanimously recommended LSC. LSC has had prior experience in Inyo County and completed the 2015 update to the RTP. In addition, LSC had completed a successful Active Transportation Program grant application for the City of Bishop Spruce Yaney Hanby Sidewalk project.

**RTP Update(s)**

RTP Updates are intended to serve as a comprehensive planning tool directing the ICLTC's policies and actions, and providing a framework for the development of a coordinated and balanced regional transportation system. The RTP uses, as a base, those policies set forth in the Inyo County General Plan Circulation Element. The ICLTC is required to adopt and submit an updated RTP to the California Department of Transportation (Caltrans) every four years. In exchange for the LTC updating the RTP every four years, the County and City of Bishop are required to update their Housing Elements every eight years (instead of every five years). The consultant will be tasked with completing two updates to the RTP. The first update will be completed by April 2019 and the second update will be completed by 2023.

**General Transportation Planning Services**

This task is not included in the initial contract. As requested, the consultant may provide transportation planning services to assist with general administration and operation of the ICLTC. Possible future tasks could include the completion of grant applications on behalf of the County / City for programs such as the Active Transportation Program and the Highway Safety Improvement Program.

**ALTERNATIVES:**

The Board could choose not to approve the contract with LSC Transportation Consultants, in which case, the Public Works Department would have to re-advertise a Request for Proposals for qualified consultants to perform the transportation planning services. This is not advised because the preparation of the RTP and Active Transportation Program grant applications would be delayed and additional work would be required for both County staff and consulting firms.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, Auditor, and Risk Manager have reviewed and approved the proposed contract. The RTP is geared to comply with requirements set forth by Caltrans. The RTP will require coordination with the City of Bishop and the five Tribal Governments in Inyo County.

**FINANCING:**

The funding for this contract will be provided through the non-general fund Transportation and Planning Trust Budget 504605 and funding for the RTP Update is proved for in the Board approved FY 2017-2018 budget.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  <i>Kevin Walker</i>	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>3/20/18</u>
AUDITOR/CONTROLLER:  <i>Cra</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyd</u> Date <u>3/20/2018</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:** *Art of One* Date: 3/29/18  
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** LSC Transportation Consultants, Inc.  
**FOR THE PROVISION OF** transportation planning **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the transportation planning services of LSC Transportation Consultants, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from March 27, 2018 to April 30, 2023 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.



Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 45,135 (initial term) \$N/A (option 1) and \$N/A (option 2) for a total of \$ N/A Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the Monday of the week including the first day of the month to the last Sunday of the month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

#### **9. STATUS OF CONSULTANT.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**11. RECORDS AND AUDIT.**

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

<u>Public Works</u>	Department
<u>168 N. Edwards St., PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

**Consultant:**

<u>LSC Transportation Consultants, Inc.</u>	Name
<u>2690 Lake Forest Road, Suite C</u>	Address
<u>Tahoe City, CA 96145</u>	City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** LSC Transportation Consultants, Inc.  
**FOR THE PROVISION OF** Transportation Planning **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

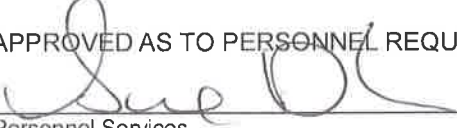
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager


**AGREEMENT BETWEEN COUNTY OF INYO  
AND LSC Transportation Consultants, Inc.  
FOR THE PROVISION OF Transportation Planning SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF \_\_\_\_\_

**COUNTY OF INYO**

**CONSULTANT**

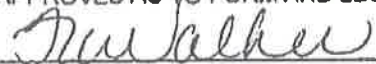
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By:   
Signature  
GORDON R SHAW  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 3/30/18

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS

  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** LSC Transportation Consultants, Inc.

**FOR THE PROVISION OF** Transportation Planning **SERVICES**

**TERM:**

**FROM:** March 27, 2018 **TO:** April 30, 2023

**SCOPE OF WORK:**

See the attached Section 6 - Work Scope and Section 7 - Work Schedule

The LSC Team will work closely with Inyo County staff and will conduct all study efforts efficiently, in a timely manner and with careful consideration of federal, state and local requirements. Final products will be consistent with adopted City and County planning documents. Each invoice will be accompanied by a monthly progress report. We have found through experience in previous transit and transportation planning studies that this manner of approaching the proposed Work Program provides for a cost-effective use of resources as well as allowing the client staff to keep well apprised of our progress. The next section presents a detailed outline of our proposed Work Program.

## **WORK SCOPE**

Under this proposal, the Study Team will work closely with local staff to complete the tasks necessary to complete the RTP to the satisfaction of the ICLTC. Our work scope will consist of the following tasks.

### **Regional Transportation Plan Update**

#### **Project Understanding**

As the Regional Transportation Planning Agency (RTPA) for the region, California law requires the Inyo County Local Transportation Commission (ICLTC) to adopt and submit an updated RTP to the California Transportation Commission (CTC) and to the California Department of Transportation (Caltrans) every five years. The main objective of a Regional Transportation Plan update is to develop a long-term plan for transportation facilities in Inyo County that is fiscally constrained, sustainable, and consistent with the goals and assumptions set forth in adopted and in-progress plans in the region. LSC has found that the study process is also a good opportunity to create a comprehensive transportation strategy for a region, based on discussions with community leaders and the public.

As illustrated in this proposal, LSC will work closely with ICLTC, the public, and other stakeholders to address these issues by determining Inyo County's regional transportation needs and updating capital improvement project lists to address those needs. The RTP update will be conducted in conformance with the latest edition of the RTP guidelines and will be in compliance with Fixing Americas Surface Transportation (FAST) Act, Environmental Justice and Title VI considerations.

## **TASK 1: Kick-off Meeting**

### **Kick-Off Meeting**

As part of Task 1, the LSC Team will travel to Bishop to hold a “kick-off” meeting with ICLTC staff, county representatives, City of Bishop staff, tribal representatives, and the Caltrans District 9 representative to refine the focus and schedule of the project, gather data, discuss relevant changes in existing conditions, review regional goals and policies, and discuss data forecasts and plan assumptions. The Study Team will use this trip to Inyo County as an opportunity to do a site visit of potential Active Transportation Program project locations.

## **TASK 2: Existing and Future Conditions Analysis**

### **Existing Conditions**

The first step in the RTP process will be to conduct an analysis of existing conditions. As this is an update to previous RTPs and as Inyo County has not grown significantly in population, it is anticipated that changes to existing conditions will be minimal. Data such as population and traffic volumes will be updated with the most current information available. This section will also include a list of transportation capital improvement projects completed since the last RTP adoption. Recent plans and studies which have been updated since 2015, such as the recent Short Range Transit Plan for the Eastern Sierra Transit Authority (ESTA), will also be reviewed. Lastly, the Study Team will review applicable planning documents identified in the 2017 guidelines with which the RTP should be consistent such as Local Public Health Plans.

### **Future Conditions Analysis**

As part of this task, the Study Team will project demographic and economic conditions over the 20-year planning period as a basis for the transportation needs assessment. This will include a review of local and state demographic forecasts. LSC will also prepare forecasts of traffic volumes and level of service, based on the following:

- Traffic trends over the last 10 and 20 years per Caltrans and Inyo County data
- Transportation Concept Reports

The existing and future conditions analysis will be combined with input from the public/stakeholder outreach (Task 3) effort to update the regional transportation needs and issues assessment for each transportation mode.

## **TASK 3: Public Participation/Stakeholder Consultation Process**

Per the 2017 RTP Guidelines, a strong consultation and coordination process is a key element in the development of an effective RTP. The public participation process will comply with

previously adopted ICLTC Public Involvement Procedures. We will make documented outreach efforts to the following:

### **On-line Questionnaire**

In rural counties such as Inyo County, public workshops often garner minimal input. It is likely that more input can be attained by directly contacting agencies and groups with interest in regional transportation. For this reason the RTP consultation and coordination process will be an important part of public input. The Study Team will develop a short questionnaire which can be made available on-line and in hard copy format. The questionnaire will ask respondents about their opinion on how to prioritize transportation needs in general categories (maintenance, new roadways, public transit, bicycle facilities, etc.), as well as ask for specific input. Respondents will also be asked to rank performance measures used to prioritize transportation capital improvement projects (safety, mobility, productivity, etc.). The questionnaire could also be used to solicit input on potential Active Transportation Program (ATP) projects for the City of Bishop and County of Inyo. The Study Team will work closely with City and County staff to develop a list of potential ATP projects and ask respondents to rank the list in order of priority.

Availability of the questionnaire will be noticed in Inyo Register. The following groups will be directly contacted and provided a link to the on-line questionnaire as well as a PDF file to be distributed in hard copy format:

- Tribal Governments (Bishop Paiute Tribe, Big Pine Paiute, Fort Independence, Lone Pine Paiute, Timbisha Shoshone)
- County and City Health and Human Services Departments
- Inyo County Office of Education
- Bicycle advocacy groups
- ESTA
- Private Shuttle Services
- Eastern Sierra Area Agency for the Aging
- Inyo Mono Association for the Handicapped
- Adventure Trails of the Eastern Sierra
- Private companies generating truck traffic (freight shippers)
- ICLTC Social Services Transportation Advisory Council (SSTAC)
- Chamber of Commerce

If it is deemed by the Study Team and ICLTC that insufficient input was received, LSC will work with county staff to advertise the questionnaire to a larger audience and extend the availability of the questionnaire.

## Consultation

Per the 2017 RTP Guidelines, the Study Team will consult with the following agencies in the development of the RTP.

- After consulting the Caltrans Native American Liaison Branch, we will contact Tribal Governments that have sacred lands in Inyo County to request input on the RTP process. The Study Team will request and review any transportation related tribal plans and projects. LSC will continue to keep the tribal governments informed about various meetings and document availability throughout the RTP process.
- We will contact all adjacent county RTPAs to make them aware of the RTP update and request their input.
- We will consult with environmental resource agencies such as the US Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, Death Valley National Park, Lahonton Water Quality Control Board and California Department of Fish and Game. Regional Transportation Plans and projects will be compared with adopted resource agency plans, maps and other data. The Great Basin Unified Air Pollution Control District will also be included in the planning process and the RTP will be consistent with transportation conformity measures set forth in applicable State Implementation Plans.

## Notification

- Draft documents and public notices for input will be made available for posting on the ICLTC website.

## Public Hearing

After completion of the Draft RTP and Negative Declaration, LSC will present the RTP at a regularly scheduled ICLTC meeting during a public hearing process. We will directly notify all stakeholders and persons who have expressed interest in the project of the public hearing.

All public participation/stakeholder input will be summarized in the RTP and copies of correspondence will be included as an appendix.

## TASK 4: Policy Element

The Policy Element describes the transportation issues in the region, identifies and quantifies regional needs expressed within both a short- and long-range framework, and maintains internal consistency with the financial element fund estimates. As this document is an update to the 2015 RTP and there has not been significant changes in the county over the intervening years, it is not anticipated that the policy element will not change significantly.

## **TASK 5: Action Element**

The Action Element identifies plans to address the needs and issues for each transportation mode (roadways, goods movement, transit and non-motorized transportation), in accordance with the goals, objectives, and policies set forth in the policy element. The future conditions analysis and public/stakeholder input will be considered to develop prioritized short-term and long-term projects and programs consistent with the identified needs and policies. Top priority projects along with cost estimates, implementing agency, and performance measures will be displayed in tables in Microsoft Excel for easy reference and use by decision-makers. The action element also includes a discussion of the following required RTP elements:

- Transportation safety & security
- Preservation of existing and future infrastructure
- Compatibility with transportation and land use
- Potential environmental mitigation areas and activities
- Performance measures and evaluation criteria for prioritizing improvement projects based on the latest federal guidance
- Coordination with other planning processes such as the Interregional Transportation Strategic Plan (ITSP) and Transportation Concept Reports (TCRs).

Although as a rural county Inyo County is not required to develop Sustainable Community Strategies, a qualitative analysis of the potential impacts of RTP projects on greenhouse gas emissions will be conducted, a discussion as to how RTP projects and policies can help attain statewide GHG goals will be included and potential strategies to address climate change issues will be outlined. This analysis will enhance the quality of information available to decision makers and assist with future policymaking.

## **TASK 6: Financial Element**

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the action element. The intent is to define realistic inflation adjusted financing constraints and opportunities. The focus of the financial element will be to work closely with ICLTC to develop conservative and realistic estimates of all transportation funding sources to formulate a 10-year fiscally constrained project list. A 20 year financially unconstrained projects will also be listed.

## **TASK 7: Draft RTP and Environmental Documentation**

All elements described above will be compiled into an Administrative Draft Plan for review and comment by ICLTC staff. Two hard copies and electronic files in both Microsoft Word and Adobe PDF format will be delivered.

Deliverable

**Administrative Draft RTP**

Next, LSC will incorporate all comments to prepare the Public Draft RTP. This document will include an Executive Summary and the California Transportation Commission (CTC) RTP checklist. Thirteen hard copies and electronic files in both Microsoft Word and Adobe PDF format will be provided to ICLTC staff for review and distribution. The Public Draft RTP will be made available for posting on ICLTC's website. As indicated in Task 3, the Public Draft RTP will be presented at a regularly scheduled ICLTC meeting as a public hearing.

Deliverable

**Public Draft RTP**

### **CEQA Documentation**

It is the understanding of LSC that, given the very limited scope of new capacity increasing projects to be included in the RTP as well as the programmatic nature of the document, adoption of the 2019 RTP will not require an Environmental Impact Report (EIR). As part of this task, LSC will complete the CEQA Initial Study checklist to confirm that the RTP will not result in any significant environmental impacts. LSC will then prepare a Negative Declaration, while the ICLTC will be responsible for publicly noticing the Negative Declaration. If it were determined after the initial study process that an EIR is necessary, preparation of this document would be outside the scope of this proposal. The Negative Declaration report will include the following:

- Project description
- Project location
- Identification of project proponent
- Proposed finding of less than significant impact
- Attached copy of the California Environmental Quality Act (CEQA) Initial Study Checklist justifying the finding. The checklist will include the consideration of the environmental impact on Greenhouse Gas Emissions as suggested in the RTP Guidelines.

A minimum public review period of 30 days is required for a Negative Declaration unless the State Clearinghouse grants a "shortened review period" of 20 days and approved by Caltrans staff. LSC will mail 15 copies of the Negative Declaration directly to the State Clearinghouse for environmental review, while another five copies and an electronic file will be sent to ICLTC. Additionally, we will make the Initial Study/Proposed Negative Declaration available for posting on ICLTC's website the duration of the public review period.

Deliverable	<b>Negative Declaration</b>
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LSC will present the Draft RTP and the Draft Negative Declaration to the ICLTC at a regularly scheduled meeting as part of a public hearing.

**TASK 8: Prepare Final RTP and Negative Declaration**

A Final RTP and Negative Declaration will be prepared incorporating public and Caltrans comments. Thirteen copies of each document will be provided, along with all electronic files on USB key in both native formats and Adobe PDF. We expect that this document can be adopted by the ICLTC without the need for a presentation by LSC. Within five days of adoption of the RTP, LSC will assist the ICLTC with filing a Notice of Determination for approval with the State Clearinghouse and arrange for posting by the County Clerk.

Deliverable	<b>Final RTP</b>
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**2019 Active Transportation Program Grant Applications**

LSC will assist the County of Inyo and City of Bishop with two to three Active Transportation Program Grant applications for the 2019 grant cycle. At the RTP kick-off meeting, the Study Team will discuss potential ATP projects with County and City staff. As part of the kick-off meeting trip to Inyo County, LSC will conduct a brief site visit of potential ATP project locations. After the call for projects has been released in the Spring of 2018, the Study Team will hold a conference call with City and County staff to discuss details of the projects and data required. Next, the Study Team will estimate staff hours required for completion of the applications for approval by ICLTC. Costs will be based on the standard billing rates identified below. It is assumed for this work scope, that City and County staff will be primarily responsible for construction cost estimates and any survey or data collection required. LSC will be primarily responsible for answering the narrative questions and organization and compilation of the application. Applications will be submit by the deadline identified in the Final ATP Guidelines or by June 8, 2018 (if requested by ICLTC).

**General Transportation Planning Services**

As part of this task, the Project Team will be available to assist ICLTC with general transportation planning services, upon request. Representative projects could be Project Initiation Documents, Project Study Reports and various grant applications including but not limited to Active Transportation Program, Safe Routes to Schools and Highway Safety Improvement Program. If approved by the County, the contract would also include a second



update of the RTP. Work Scope of the 2022-2023 RTP update would be similar to the work scope described in this proposal.

The total cost of each transportation planning service request will be dependent upon the number of hours required. Standard billing rates are listed in the Price Proposal Section.

**PROJECT SCHEDULE**

We are prepared to begin this study immediately upon approval and the signing of a contract. A draft schedule is presented in Table 2, which accounts for 30-day environmental review periods for the Negative Declarations. Public input is scheduled for early in the process so that input can be gathered for both the ATP grant and RTP processes. Depending on when the Final ATP applications are released, this schedule could be shifted to slightly later in the year.

- Kick-off meeting – Mid March 2018
- Completion of ATP Grant Applications – June 8, 2018 or by deadline identified in Final ATP guidelines
- On line Questionnaire Available– Late April/Early May
- Completion Administrative Draft RTP – Late October
- Completion of Draft RTP and Initial Study/Proposed Negative Declaration – Mid November
- Presentation of Draft RTP and Environmental Document– Mid December 2018
- Completion of Final RTP and Environmental Document– Mid January 2019

While this schedule requires that several tasks be conducted simultaneously, we believe that it provides adequate time to conduct all tasks, and environmental and public input processes. This schedule assumes that County and ICLTC staff can provide data and review interim draft documents in a timely manner. LSC is able to adjust this schedule as necessary to better meet the needs of the ICLTC.



**TABLE 2: Proposed Schedule**  
**Inyo County 2019 Regional Transportation Plan**

Phase	March					April					May					June					July					August					September					October					November					December					January				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46									
<u>Regional Transportation Plan</u>																																																							
Task 1: Kick-off Meeting	KO																																																						
Task 2: Existing and Future Conditions																																																							
Task 3: Public/Stakeholder Participation																																																							
Task 4: Policy Element																																																							
Task 5: Action Element																																																							
Task 6: Financial Element																																																							
Task 7: Draft RTP and Environmental ATP Grant Applications																																																							
Task 8: Final RTP																																																							

Note: KO = Kick-off A = Administrative Draft RTP, P = Public Draft and Environmental Document, F = Final RTP and Environmental Document  
Presentation = ■

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** LSC Transportation Consultants, Inc.

**FOR THE PROVISION OF** Transportation Planning **SERVICES**

**TERM:**

**FROM:** March 27, 2018 **TO:** April 30, 2023

**SCHEDULE OF FEES:**

See the attached Section 3 - Project Costs

## Section 3 Project Costs

Labor requirements and detailed cost estimates have been developed for the study Work Plan. We have estimated the total cost of the scope of work for the Inyo County Regional Transportation Plan to be \$45,135, as shown in Table 1. Of this total \$44,185 will be required for staff hours while \$950 will be required for travel and other indirect expenses.

<b>TABLE 1: Cost Analysis</b>							
<i>Inyo County 2019 Regional Transportation Plan Update</i>							
<b>Personnel and Hourly Rates</b>							
	Principal-In Charge <i>Shaw</i>	Project Manager <i>Evans</i>	Planner <i>Fink</i>	Graphics Support	Clerical Support		
Rate	\$71.30	\$44.56	\$37.43	\$24.96	\$23.17		
Administrative Overhead	\$110.52	\$69.07	\$58.02	\$38.68	\$35.92		
Profit	\$18.18	\$11.36	\$9.55	\$6.36	\$5.91	Total	Total
Total Cost Per Hour	\$200.00	\$125.00	\$105.00	\$70.00	\$65.00	Hours	Cost
<b>Regional Transportation Plan</b>							
Task 1: Kick-off Meeting	8	15	8	0	0	31	\$4,315
Task 2: Existing and Future Conditions	5	20	20	20	10	75	\$7,650
Task 3: Public/Stakeholder Participation	4	30	15	0	15	64	\$7,100
Task 4: Policy Element	2	4	0	0	0	6	\$900
Task 5: Action Element	10	40	18	8	0	76	\$9,450
Task 6: Financial Element	4	20	0	0	0	24	\$3,300
Task 7: Draft RTP and Environmental	10	30	0	8	12	60	\$7,090
Task 8: Final RTP	4	20	0	8	8	40	\$4,380
Subtotal Hours	47	179	61	44	45	376	
Subtotal Personnel Cost	\$9,400	\$22,375	\$6,405	\$3,080	\$2,925		\$44,185
<u>LSC Additional Expenses</u>							
							\$800
							\$50
							\$100
							\$950
							<b>\$45,135</b>





**LSC Transportation Consultants, Inc.**

2690 Lake Forest Road, Suite C  
 Post Office Box 5875  
 Tahoe City, California 96145  
 Phone: (530) 583-4053 • Fax 583-5966  
 Website: www.LSCtrans.com  
 Email: info@lsc Tahoe.com

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TAHOE STANDARD BILLING RATES

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<b>LABOR</b>	<b>RATE</b>
Principals .....	\$200/hour
Associates .....	\$150/hour
Senior Engineers .....	\$125/hour
Senior Planners .....	\$125/hour
Engineers .....	\$105/hour
Planners .....	\$105/hour
Senior CAD Operators .....	\$70/hour
Graphic Technicians .....	\$70/hour
Administrative Assistants .....	\$65/hour
Traffic Count Technicians .....	\$40/hour

**SPECIALIZED EQUIPMENT**

Computer and Specialized Software .....	\$15/hour
Turning-Movement Traffic Keyboard .....	\$3/hour
Automatic Traffic Counter.....	\$25/day
Auto .....	\$0.57/mile
Photocopies .....	\$0.10/copy
Color Copies .....	\$0.15/copy
Plots .....	\$5.00/D-size plot

**OUTSIDE CONSULTANTS, SUB-CONTRACTORS AND CONTRACT LABOR**

Billed at our cost + 10 percent.

**OTHER DIRECT PROJECT EXPENSES** such as Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, etc., are billed at our cost.

*Effective January 1, 2018*

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** LSC Transportation Consultants, Inc.

**FOR THE PROVISION OF** Transportation Planning **SERVICES**

**TERM:**

**FROM:** March 27, 2018 **TO:** April 30, 2023

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Not Applicable



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
15

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

FROM: Road Department

FOR THE BOARD MEETING OF: April 10, 2018

**SUBJECT:** Approve Environmental Concepts as a sole source provider for rental of a Crafcoc melting kettle, and award the contract for the delivery and purchase of Crafcoc crack seal material to Environmental Concepts.

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

- 1) Award the contract to the second lowest bidder, Environmental Concepts, 27801 Hale Court, Tehachapi, CA, 93561, for delivery and purchase of 180,000 pounds of Crafcoc crack seal material, for an amount not to exceed \$175,950.00 and execute the contract for delivery and purchase;
- 2) Approve Environmental Concepts as a sole source for the rental of a Super Shot 125 Crafcoc rubber melting kettle, for use by the County for a period of up to five months, to apply Crafcoc crack seal material, at a cost of \$5,000 per month plus tax, for an amount not to exceed \$27,500.00; and
- 3) Amend the Fiscal Year 2017-2018 Road budget (034600) as follows: Increase appropriations in Road Materials (5309) by \$180,000. (4/5's vote required.)

**CAO RECOMMENDATIONS:**

N/A

**SUMMARY DISCUSSION:**

On April 28, 2017, the Governor signed Senate Bill (SB) 1 to address basic road maintenance, rehabilitation and critical safety needs on both the state highways and local streets and road system. As was previously outlined in the Board meeting of May 9<sup>th</sup>, 2017, SB 1 will increase the per gallon fuel excise taxes, increase the diesel fuel sales tax and vehicle registration fees, and provides for inflationary adjustments to tax rates in future years.

At the October 3<sup>rd</sup>, 2017 Board meeting, a number of projects to be performed as part of SB1 were outlined and approved by the Board. The Road Maintenance and Rehabilitation Account (RMRA), Project No. 1, "Rubberized Crack Fill, to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure," are to be done in various locations throughout Inyo County. To accomplish this work, the Road Department solicited bids for crack seal material, and received bids from three suppliers: Environmental Concepts, from Tehachapi, California; Crafcoc Inc. from Chandler, Arizona; and Maxwell Products Inc., from Salt Lake City, Utah. Although Maxwell Products Inc. came in as the low bidder, their bid was deemed nonresponsive, as the product they bid was not within the specified heat range required under the Bid; therefore, Maxwell Inc. was removed from consideration, despite being the low bid. The next lowest responsible bidder was Environmental Concepts, who came in at \$175,950.

In addition to the product specifications listed in the Bid requirement for the crack seal material, there was an Addendum (Addendum No. 1) that included the option to submit prices for a product quantity amount that would allow a savings on shipping costs. The bid for Addendum No. 1 from Environmental Concepts proved to provide the best per unit cost for the Crafcoc product at \$0.9775 per pound, with only a slight increase in product quantity to receive free shipping. For these reasons, the Bid Award should go to Environmental Concepts.



The Road Department has a material melting kettle in its fleet for melting and applying the Crafcro product; however, due to the age of our kettle, its operation is unreliable. The Road Department is requesting to rent a Crafcro melting kettle from the same supplier that is designed for the application of this product, to ensure this material can be applied with the least amount of equipment down time. Environmental Concepts is a distributor of Crafcro, Inc., and is the only company that rents the Crafcro melting kettle; therefore, we are requesting approval of Environmental Concepts as a sole source provider. Note: Crafcro, Inc., only sells the melting kettles; they do not rent. Next year, should SB1 continue, we will be looking to purchase a newer, larger melting kettle along with the additional products to be used.

**ALTERNATIVES:**

Your Board could choose not to approve the purchase of the product and/or the rental of the application equipment. This is not recommended as this is part of the previously identified SB1 projects, and a requirement to continue to receive SB1 funds from the Road Maintenance and Rehabilitation Account (RMRA).


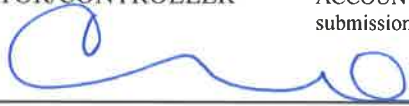

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding for SB1 projects was included in the FY 17/18 Road Department Budget #034600. The purchase of materials will be out of Road Materials object code 5309.

**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>3/21/18</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>3/26/2018</u>
BUDGET OFFICER 	BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>3/27/2018</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 3/28/18



**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:** County Administrator

**FOR THE BOARD MEETING OF:** April 10, 2018

**SUBJECT:** Big Pine Veteran's Path and Lone Pine VFW Parking Lot Great Basin Unified Air Pollution District Environmental Public Benefit Fund Block Grant Projects

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- A. Consider most recent draft License Agreement between the City of Los Angeles Department of Water and Power and the County of Inyo for the Big Pine Veteran's Path Project (Attachment D), and either:
1. Approve and Authorize Chair to sign the License Agreement subject to final County Counsel and Risk Manager approval as to form; OR,
  2. Direct staff continue License Agreement negotiations; OR,
  3. Direct staff to initiate efforts to purchase an easement for the Veteran's Path Project in lieu of the License Agreement; OR,
  4. Terminate the County's efforts to obtain some form of land use agreement for the Veteran's Path Project from LADWP.
- B. Provide direction to staff with regard to expending \$124,120 in remaining Great Basin Air Pollution Control District Environmental Public Benefit Grant funds for the Big Pine Veteran's Path Project or the Lone Pine VFW Parking Lot Paving Project

**SUMMARY DISCUSSION:**

On February 6, 2018, your Board received and discussed an Agenda Request regarding the status of the County's Great Basin Unified Air Pollution District Environmental Public Benefit (EPB) Fund Block Grant, including: an update on the status of the Big Pine Veteran's Path Project and prolonged efforts to negotiate a land use agreement with the City of Los Angeles Department of Water and Power necessary to proceed with the project; and, a proposal to consider utilizing remaining grant funds to pave the parking lot at the Veterans of Foreign Wars building in Lone Pine (either in place of the Veteran's Path Project or as a back-up to the Veteran's Path Project).

At the conclusion of its discussion, your Board directed staff to send a letter to the GBUAPCD Governing Board requesting it provide the County an extension to December 31, 2018, to expend its remaining GBUAPCD EPB Funds, and that the Lone Pine VFW Parking Lot Paving Project be approved as an alternate project for the use of the EPB Grant funds. A copy of the letter to GBUAPCD transmitting the County's requests is included here as Attachment A.

At its meeting on March 8, 2018, the GBUAPCD Governing Board considered the County's request and approved a time extension and expansion of Inyo County EPB Fund expenditure for the Lone Pine Veterans of

Foreign War parking lot paving until December 2018. A copy of GBUAPCD Board Order No. 180308-06e is included here as Attachment B.

Also since your Board of Supervisors February 6<sup>th</sup> discussion, staff has continued to work with LADWP to negotiate a License Agreement for the Big Pine Veteran's Path Project. A condensed but reasonably detailed chronology of efforts to secure LADWP's permission to construct the project on City of Los Angeles land, extending back to 2013, was included in the associated February 6, 2018, Agenda Request Form which is provided again here as Attachment C.

On February 12, 2018, LADWP responded to the County's proposed changes to the draft License Agreement for the Big Pine Veteran's Path Project, rejecting most of the requested modifications, including: assurances that the County be allowed to purchase an easement in lieu of continuing the license agreement for a fixed, previously discussed price of \$17,500; consideration of a \$1 per year government-to-government license fee; and modification of mandatory license fee re-adjustments every 5 years. Also dismissed were concerns about limitations on use of the licensed premises and one-sided language regarding General and Environmental Indemnification.

County staff subsequently requested that, based on prior negotiations, LADWP reconsider its refusal to commit to selling the County an easement for a fixed price, and that the County's and LADWP's respective Risk Managers meet to work out the Indemnification – General and Environmental language. In response, on March 8, 2018, LADWP reaffirmed its willingness to issue a long-term license to the County for the Veteran's Trail Project, but rejected the County's request that it be assured the right to purchase an easement for the project in the future at a fixed price of \$17,500, or that any license fees paid by the County prior to purchase of the easement be credited toward the purchase price. LADWP indicated it is open to selling the County an easement at a reasonable price, but that the reasonable price would need to be established and negotiated at the time the County pursues the purchase, and would be done in conformance with the requirements for divesting City of Los Angeles owned property.

With regard to the indemnity language issue, LADWP also invited the County's Risk Manager to call LADWP's Risk Manager. The ensuing conversation resulted in a minor softening of the language as shown in the most recent draft of the Veteran's Path License Agreement which is included here, for consideration by your board, as Attachment D.

As it now stands, the License Agreement proposed by LADWP:

- Provides a 30-year term.
- Charges an annual license fee of \$1,416 per year that is subject to an automatic 3% adjustment each year for approximately one-quarter acre of land. This stands in contrast to LADWP's previously stated policy (in 2006) that:

*Leases with governmental agencies that promote good will, mutual benefit, and/or public benefit are leased a minimum administrative fee - an administrative cost to process the agreement. The current administrative fee for Eastern Sierra governmental agencies is \$500 per year, or \$500 per lease term.*

- Provides that the license fee is subject to readjustment every five-years based on a "fair market analysis" rather than government-to-government relations. Based on the 12-year escalation in

administrative fees for Eastern Sierra governmental agencies cited above, the County might assume this readjustment could be as much as 49.6% every five years.

- Indicates that, at any time during the term of the license, the County may engage LADWP in a good faith attempt to negotiate the purchase and sale of an easement conveying a permanent right to maintain and operate the Veteran’s Walking Path Project on the land subject to approval by the Board and the Los Angeles City Council.
- Adds new construction requirements, not previously discussed, which the County Public Works department preliminarily estimates will add \$4,000 to \$6,000 to construction costs.

The County has \$124,120 remaining in its EPB Grant from the GBUAPCD. The Public Works department’s 2016 estimate for constructing the Veteran’s Path Project was \$115,464. Adding, \$6,000 for new construction requirements in the License Agreement brings this cost estimate up to \$121,464.

Ongoing operations and maintenance costs for the Project have not been calculated, but it may be possible to work out an arrangement with the Big Pine American Legion to cover this expense. Annual license fee costs are difficult to estimate given the uncertainties associated with the five-year license fee re-adjustment process required by the License Agreement, however, based on the apparent 9.92% per year increase in LADWP’s administrative fees for Eastern Sierra governmental agencies over the past 12 years, the following table provides an estimate of what these costs could be:

**Scenario with the 9.92% per year (49.6%) + the 3% applied to Year 6, 11, 16, 21**

1st Rental Period		2nd Rental Period		3rd Rental Period		4th Rental Period		5th Rental Period		6th Rental Period	
Year 1	\$ 1,416.00	Year 6	\$ 2,432.02	Year 11	\$ 4,177.05	Year 16	\$ 7,174.20	Year 21	\$12,321.88	Year 26	\$ 21,163.16
Year 2	\$ 1,458.48	Year 7	\$ 2,504.98	Year 12	\$ 4,302.37	Year 17	\$ 7,389.43	Year 22	\$12,691.54	Year 27	\$ 21,798.05
Year 3	\$ 1,502.23	Year 8	\$ 2,580.13	Year 13	\$ 4,431.44	Year 18	\$ 7,611.11	Year 23	\$13,072.28	Year 28	\$ 22,451.99
Year 4	\$ 1,547.30	Year 9	\$ 2,657.53	Year 14	\$ 4,564.38	Year 19	\$ 7,839.44	Year 24	\$13,464.45	Year 29	\$ 23,125.55
Year 5	\$ 1,593.72	Year 10	\$ 2,737.26	Year 15	\$ 4,701.31	Year 20	\$ 8,074.63	Year 25	\$13,868.38	Year 30	\$ 23,819.32
	\$ 7,517.74		\$12,911.91		\$22,176.55		\$38,088.81		\$65,418.54		\$ 112,358.06

Without the uncertainties of the license fee readjustment every five years, the County’s total license fee payments over the 30-year term of the proposed license agreement would be \$67,366. Under any scenario, these costs will most likely need to be paid from the General Fund. Failure to pay these fees, or otherwise not comply with the terms of the License Agreement, will result in the County having to remove the Veteran’s Path from the property, again at the expense of the General Fund.

Preliminary cost estimates for the Lone Pine VFW Parking Lot Paving Project are about \$50,000 if a portion of the parking lot is paved by a private entity. If the County elects to pave the entire parking lot the cost will be higher, perhaps more than twice as much.

**ALTERNATIVES:**

Alternatives include but are not limited to:

1. Your Board could choose to accept the License Agreement for the Big Pine Veteran’s Path Project as proposed by LADWP, and direct staff to proceed with constructing the project once the Agreement is approved. Based on the most current estimates, this would utilize almost all of the County’s remaining Great Basin EPB Grant funds. Conservative operations and maintenance costs for the next 30 years, including license fees, will be \$70,000 but could easily exceed this by a factor of five depending on how license fees are adjusted every five years and/or actual operations and maintenance costs.

2. Your Board could direct staff to continue License Agreement negotiations with LADWP. Since the timeframes are uncertain for completing negotiations that will result in a License Agreement acceptable to your Board, and for any subsequent Board of Water and Power Commissioners and/or City Council approvals, this alternative means that it is unlikely the County could construct the Project and expend the EPB Grants funds by the end of 2018. Under this alternative, your Board may want to assume that it would need to wait and try to identify other funding for the Project after the License Agreement has been approved.
3. The same uncertain timeframes associated with continuing License Agreement negotiations also apply to negotiating and getting City approval for any easement for the project. Under this alternative, too, your Board may want to assume that it would need to wait and try to identify other potential funding for the Project after the easement has been approved.
4. Your Board could direct that the County proceed with using remaining Great Basin EPB funds to complete the Lone Pine VFW Parking Lot Paving Project and, if any funds and time remain, appropriate the money along with other County funds if they can be identified, to complete the Veteran's Path Project if an acceptable LADWP land use agreement is obtained.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Counsel, Risk Management, Public Works, Planning, and Water departments; GBUPCD; LADWP; and, Big Pine American Legion Post 457.

**FINANCING:**

As part of the Fiscal Year 2017 – 2018 Board Approved County Budget, the Great Basin APC Grant budget identifies \$124,120 in remaining EPB Fund Block Grant Funding. The preliminary costs associated with either project are discussed above.

<b><u>APPROVALS</u></b>	
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>  <div style="text-align: right;">Approved: _____ Date _____</div>
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>  <div style="text-align: right;">Approved: _____ Date _____</div>
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>  <div style="text-align: right;">Approved: _____ Date _____</div>

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 04-05-2018



**COUNTY OF INYO**

ADMINISTRATOR'S OFFICE

KEVIN D. CARUNCHIO  
COUNTY ADMINISTRATIVE OFFICER



February 14, 2018

Phill Kiddoo, Air Pollution Control Officer  
Great Basin Unified Air Pollution Control District  
157 Short Street  
Bishop, CA 93514-3537

**SUBJECT: GBUAPCD Environmental Public Benefit Funds Grant**

Dear Mr. Kiddoo:

I am writing on behalf of the Inyo County Board of Supervisors to respectfully request that Great Basin Unified Air Pollution Control District Governing Board provide the County of Inyo an extension to December 31, 2018, to expend the remaining Environmental Public Benefit Funds the District has generously granted to the County. The Board of Supervisors also respectfully requests the County be afforded the flexibility to, possibly, use the remaining Environmental Public Benefit Funds, either in total or in part, for an alternate dust control project not currently on the list of Inyo County EPB Fund projects approved by the District's Governing Board: paving the Veterans of Foreign Wars' parking lot in Lone Pine.

Inyo County and the air quality in our communities have benefitted greatly from the Environmental Public Benefit Funds Program; completing (by my count) 17 projects that have aided in reducing dust or other air pollutants since 2015. The \$120,783 in EPB Funds that remain have been earmarked for the Big Pine Veteran's Path Project in Big Pine, and the County sincerely appreciates GBUAPCD's previous extensions of time for completing this dust control project. During this time, the County negotiated a right of entry from the Los Angeles Department of Water and Power and has conducted preliminary site assessment, engineering design and environmental work for the project. However, as described in my December 27, 2017, email, and discussed in further detail in the attached staff report and Board Order from the February 6, 2018, Board of Supervisors meeting, obtaining a site agreement from LADWP that would allow the County to proceed with constructing the project has proven elusive and frustrating.

At its meeting on February 6<sup>th</sup>, the Board of Supervisors determined that, pending District Governing Board approval of this request for an extension to finish expending the EPB Funds, if the Board is not

EL CAMINO SIERRA

Mr. Phill Kiddoo; EPB Fund Extension Request

February 14, 2018

Page Two of Two

presented with a site agreement from LADWP for the Veteran's Path Project that the Board can approve by the end February, it will – with District Governing Board concurrence – proceed to use the remaining EPB Funds to pave the VFW parking lot in Lone Pine. From an air quality perspective, the County believes the Lone Pine VFW Parking Lot Paving Project will provide similar dust control and public environmental benefits as the Veteran's Path in Big Pine, and is therefore a more equitable alternative project concepts. For this reason, if the County is able to move forward and complete the Veteran's Path Project, the Board also seeks the ability to pledge any "leftover" EPB Funds toward the Lone VFW Parking Lot Project.

The Inyo County Public Works Department estimates that either the Big Pine Veteran's Path Project or the Lone Pine VFW Parking Lot Project will take at least 150 days to complete (e.g., until at least the end of August 2018). Given the likelihood of any possible site agreement for the Veteran's Path Project also requiring a lengthy subsequent approval process in Los Angeles after being approved by the Board of Supervisors, it seems prudent for the County to request an extension for expending the EPB Funds through the end of 2018.

In closing, I want to thank you and the District Governing Board for its support for the Inyo EPB Fund projects, and especially the Veteran's Path Project, to date, as well as the County's previous requests for time to complete them. And, the County truly appreciates the Governing Board's willingness to consider this request. The Board of Supervisors recognizes the objective of the EPB Fund Program is to accomplish air pollution reduction sooner than later and takes this charge seriously, the aforementioned delays notwithstanding.

Thank you again.

Sincerely,

Kevin D. Carunchio  
Inyo County Administrator

cc: Inyo County Board of Supervisors

EL CAMINO SIERRA

ATTACHMENT B

Phillip L. Klddoo  
Air Pollution Control Officer



**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

157 Short Street, Bishop, California 93514-3537  
760-872-8211 Fax: 760-872-6109

**B/O #180308-06e**

March 8, 2018

**I HEREBY CERTIFY** that at a regular meeting of the Great Basin Unified Air Pollution Control District Governing Board held in the City of Los Angeles Department of Water and Power Administrative Building, Training Room 134A, 111 Sulfate Road, Keeler, California on March 8, 2018 an order was duly made and entered as follows:

**AGENDA ITEM 6E: CONSENT ITEMS**

A motion was made by Wentworth and seconded by Hames approving consent agenda item e as follows:

- e) Approval of a time extension and expansion of Inyo County Environmental Public Benefit fund expenditure for the Lone Pine Veterans of Foreign War parking lot paving until December 2018.

Ayes: Board Members – Griffith, Kingsley, Hames, Corless, Peters, Wentworth

Noes: Ø

Abstain: Ø

Absent: Board Members – Totheroh, Stump

Motion carried 6/0 and so ordered.

ATTEST:

*Tori DeHaven*

\_\_\_\_\_  
Tori DeHaven, Clerk of the Board



*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6<sup>th</sup> day of February 2018 an order was duly made and entered as follows:

CAO – GREAT BASIN  
BLOCK GRANT  
EXTENSION  
REQUEST

CAO Carunchio reviewed for the Board the history of the Big Pine Veterans Path Project, including the extensions that have been granted by Great Basin Unified Air Pollution Control District to expend its Environmental Public Benefit (EPB) block grant funds. He provided an update on the status of negotiations with LADWP, whose Assistant General Manager is currently reviewing a license agreement in which the City proposes charging an annual license fee of \$1,416 for the ¼-acre easement. He explained that even if the license agreement were approved by the end of the month, completing the project by the end of June would be a challenge, and he recommended at the very least requesting another extension from Great Basin. Carunchio also said that, given the deadline and lack of progress on the Veterans Path Project, both Supervisor Tillemans and Supervisor Kingsley identified paving the Lone Pine VFW parking lot as a Plan B for use of the County's remaining EPB funds. Supervisor Tillemans said the Veterans Path Project was first conceived in 2007, and expressed frustration at the many delays and road blocks. He also voiced support for Supervisor Kingsley's project in Lone Pine. Supervisor Kingsley similarly voiced support for the Veterans Path Project, and noted that the Town Fathers, who own the parking lot property, are supportive of the paving project. Ezra Tsosie, Commander of the Lone Pine VFW Post, noted that many community groups use the parking lot and it is riddled with potholes and creates dust issues. Supervisor Kingsley said he hoped whichever project did not get funded would be added to a priority list for the future. There was additional discussion about timelines, with Public Works Director Clint Quilter acknowledging either project would take about 150 days to complete and being able to start at the end of February would be ideal. Supervisor Griffiths said he didn't realistically see any agreement coming together in time to allow the County to complete either project by the funding deadline. He also bemoaned LADWP wanting to charge the Big Pine American Legion \$1,500 a year to use a quarter-acre of their land. Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to authorize the County Administrator to draft a letter for Great Basin's consideration at its March 8 meeting, asking for an extension to the end of December 2018 to expend the County's remaining block grant funds and as part of that request, ask that the Lone Pine VFW parking lot be added as an alternate project, noting that either project will require a minimum of 150 days. Motion carried unanimously. Carunchio said that if Great Basin is unable to authorize the extension through the end of December, he will ask to be notified of the deadline that has been chosen and will return to the Board for additional discussion. He said hopefully by that time, LADWP will have returned the license agreement or some other approval instrument for the Board to consider with regard to the Veterans Path.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO X Other: DATE: February 12, 2018

WITNESS my hand and the seal of said Board this 6<sup>th</sup>  
Day of February, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

30

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 6, 2018

**SUBJECT:** Great Basin Unified Air Pollution District Environmental Public Benefit Fund Block Grant

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- (A) Discuss status of County projects funded by the 2014 Great Basin Unified Air Pollution District (GBUAPCD) Environmental Public Benefits (EPB) Fund Block Grant;
- (B) Consider authorizing the County Administrator to sign and transmit a letter to GBUAPCD seeking an additional extension of time, to August 31, 2018, to fully expend its Environmental Public Benefits Fund Block Grant encumbered for the Veteran's Path Project in Big Pine; and,
- (C) As part of its consideration of the letter requesting additional time to expend the remaining EPB Fund Block Grant allocation, provide direction as to if your Board wants to also request the County be allowed the option to utilize remaining grant funds to pave the parking lot at the VFW building in Lone Pine: either in place of the Veteran's Path Project; or, as a back-up the Veteran's Path Project (if it appears the Veteran's Path project cannot be completed by the deadline to use the funds); or, that any EPB Fund Block Grant monies left over after completion of the Veteran's Path Project be applied toward paving the VFW parking lot.

**SUMMARY DISCUSSION:**

On November 17, 2014, your Board approved a list of air pollution projects that Inyo County would propose be funded with the Great Basin Unified Air Pollution District's (GBUAPCD) Environmental Public Benefits (EPB) Fund Block Grant in the amount of \$615,259 (the associated Board Order is included as Attachment A). The GBUAPCD Board of Directors approved the County's request on March 16, 2015, and set a deadline of December 31, 2015 for the County to expend the funds, with an option to request the deadline be extended to March 31, 2016. On December 28, 2015, County Planning staff submitted a status report to GBUAPCD with a request to extend the deadline to expend the funds to March 31, 2016. The request was approved.

As the County worked to complete the approved EPB Fund projects, it became apparent that some projects were coming in under budget – leaving approximately \$39,500 in unspent funds available for re-allocation to other projects – and that the proposed Veteran's Path project would take more time to complete. As such, on March, 8, 2016, your Board voted to seek changes and re-allocation of funds for the EPB Fund Block Grant, and requested an extension of the use of the funds until December 31, 2016 (a copy of the associated Board Order is included here as Attachment B). The County's request was approved by the GBUAPCD Board, and the County has completed all of the projects, and all the alternative projects identified as part of its March 8,

2016, letter – with the exception of the Big Pine Veteran’s Path Project and the Inyo County Jail Water Heater & Boiler Replacement Project (other funding has since been identified and budgeted to begin this project).

On December 16, 2016, the County Administrator e-mailed the GBUAPCD Air Pollution Officer, Phill Kiddoo, requesting another extension of time to complete the Veteran’s Path Project and expend the grant funding. Mr. Kiddoo indicated that the e-mail was sufficient for making the request, and the GBUAPCD Board approved the request on January 11, 2017.

As part of the Fiscal Year 2017 - 2018 Board Approved County Budget, the Great Basin APC Grant budget identifies \$124,120 in remaining EPB Fund Block Grant Funding, and notes that

If it appears that it will not be possible to complete the Big Pine Veterans Path Project before the [December 31, 2017] deadline, it will be necessary to seek another extension for expending the grant monies from GBUAPCD, and/or for your Board to re-direct the grant funds to another eligible project.

The challenges the County has faced in moving forward with the Veteran’s Path Project are detailed below. In recognition of these challenges, last December, Supervisors Tillemans and Kingsley discussed the possibility of seeking GBUAPCD approval to re-program the remaining funds to pave the VFW parking lot in Lone Pine, and seek another extension to use the remaining funding. That conversation has led to today’s agenda request.

In the interim, the County Administrator has contacted the GBUAPCD Air Pollution Control Officer to inquire if such a request might be possible. Mr. Kiddoo responded that the District might be supportive of such a request if it could be prepared for consideration by the District Governing Board at its March 8, 2018, meeting. Mr. Kiddoo also noted the District would like to see the funds expended as soon as possible to ensure implementation of these projects provides the public health benefit of air pollution reduction sooner than later, and indicated that, from an air quality perspective, the VFW Parking Lot Project would be a more equitable alternative to the Veteran’s Path Project than, for example, an HVAC project.

#### Veteran’s Path

The Big Pine Veteran’s Path Project was originally conceived by, and has been discussed among community leaders in Big Pine since at least 2013. These discussions grew to include Supervisor Tillemans, County staff and senior LADWP representatives, and led to the Veteran’s Path Project being included in the list of projects identified by your Board of Supervisors, on November 17, 2014, for funding with its GBUAPCD EPB Fund Grant. The Veteran’s Path Project was projected to cost \$22,700, and a companion project, paving the Veteran’s Memorial parking lot near the Glacier View Campground, was estimated to cost \$111,650, for a total cost of \$134,350.

At the time the Board of Supervisors approved the Veteran’s Path Project as one of the County’s EPB Fund Block Grant projects, it was envisioned that, if LADWP was willing, LADWP would agree to construct the project using Department forces on Department land. The County and LADWP could enter into a simple agreement - similar to what was used on Division Creek – for the County to reimburse LADWP for the cost of the project up to an agreed upon estimate. Once constructed, American Legion Post 457 of Big Pine would be willing to accept a License Agreement from LADWP to operate and maintain the pathway.

As the County began to engage LADWP to develop the Project, it became clear the City of Los Angeles would require the County to assume a greater role in the Project than originally envisioned and previously discussed with LADWP, including:

- The County is the project lead
- LADWP would lease to the County (not the American Legion) the area between the highway and the re-greening project.
- The County (not the American Legion) would be responsible for any maintenance and operations costs and be responsible for all liability.
- The County will need to perform all environmental and permitting work.
- The County would initiate the process to obtain all environmental clearances and permits and submit a proposal to LADWP. Caltrans, zoning, and permits from CDFW, Lahontan, Great Basin APCD and others may be necessary.
- The County would perform design of the project. This would need to be done in close coordination with the LADWP to avoid possible oversights such as constructability, interference with the re-greening project, other resources or infrastructure, availability of materials such as asphalt, etc.
- There may be ADA and possible grant requirements associated with the project and the County must ensure the project meets these requirements.
- The County would reimburse LADWP the costs of construction on City owned lands.

Because the County's potential role in completing the Project was growing, on October 27, 2015, Supervisor Tillemans sponsored a Big Pine Veteran's Path Presentation made by community representatives. A copy of the accompanying agenda request is provided here as Attachment C, and notes

**The reason for today's presentation is to provide your Board with a better understanding of the project, and the community's desire to see it constructed, since LADWP's current stance may require your Board to consider actions in the future that could result in greater County involvement in, and responsibility for the project than previously identified (e.g., simply funding its construction).**

With Board support, staff proceeded to work with LADWP to develop the Project, with the next step being for the County to obtain Right of Entry from LADWP to perform the site evaluation work and pre-planning being required by Los Angeles and deemed necessary for the City to evaluate the Project. Work on the Right of Entry began in late 2015, and the Right of Entry was signed by LADWP on May 5, 2016. As indicated above, during this time, on March 8, 2016, your Board of Supervisors continued to support the Big Pine Veteran's Path Project by including it on the County's request to GBUAPCD to seek changes and re-allocation of funds for the EPB Fund Block Grant, and request an extension of the use of the funds until December 31, 2016.

Upon receipt of the Right of Entry, County staff proceeded to perform site evaluation work including visual surveys necessary for biological and cultural surveys, environmental assessment compliance, planning aspects, engineering design, and procurement of all required permits from local, state and federal jurisdictions. Concerned about the slow pace at which the Project was proceeding, the County Administrator contacted the LADWP Director of Water Operations who indicated that the County should continue to work with local LADWP staff who would lay out the path forward. Toward this end, a meeting of County and community representatives and LADWP staff was held on July 13, 2016, to review and discuss the County's work to date and identify the requirements for moving forward with the project. Consistent with LADWP's cover letter for the Right of Entry (Attachment D), LADWP staff indicated to proceed with constructing the project, the County would need to sign a Memorandum of Understanding with the LADWP and, once built, the County would need to obtain a lease, license, or an easement from LADWP to obtain a long-term right of way and legitimize the project. The County inquired about the possibility of obtaining a license or lease immediately to proceed with the Project, and was told by LADWP staff that this was not possible and that the County would need to develop an MOU to proceed with the Project.

Negotiation of the required MOU took almost a year, and during the process, LADWP took the position that, once built, the County would have to purchase an easement for the Project (at a yet undetermined price) as opposed to obtaining a license or lease, and if the County failed to purchase the easement it would need to remove the Veteran's Path Project. LADWP subsequently identified the price of the approximately ¼-acre easement as being in the neighborhood of \$17,000 – in contrast to the \$5,000 the County paid for the 800+ acre Bishop Airport Easement, or \$5,000 it paid for the Butcher Lane easement in Big Pine.

County staff met with senior LADWP staff, including the Assistant General Manager, on March 17, 2017, to discuss, among other issues, the status of the Veteran's Path MOU and request that the County be guaranteed a license agreement for the Project if it was unable to purchase the easement (for which the price had been determined). Staff met again on May 5, 2017, and LADWP representatives indicated the price of the approximately ¼-acre easement would be \$17,500 – in contrast to the \$5,000 the County paid for the 800+ acre Bishop Airport Easement, or \$5,000 it paid for the Butcher Lane easement in Big Pine. Staff objected to the price but, in an effort to complete the MOU, asked that the County be provided assurances that, if it could not purchase the easement that the County be assured that it would be granted a lease or license agreement to provide the necessary right of way for the Project and avoid the risk of being required to remove the Project. At this point, after almost a year of negotiation, senior LADWP staff asked why the parties were negotiating an MOU followed by the purchase of an easement or, possibly, obtaining a license or lease. They indicated that they would not sign the MOU and the County needed a license agreement to proceed with the project.

The now-required license agreement was presented to the County later that month, and after some back and forth, the County submitted its last comments on the draft License Agreement on July 18, 2017. The County's comments included requesting that the County be charged a license fee of \$1 per year instead of the proposed \$1,416 per year adjusted for inflation. The County also requested that it be guaranteed the option of purchasing the easement for \$17,000 with any license fees paid to date credited toward the purchase price. Despite inquiries from County Counsel as to the status of the license agreement on July 31<sup>st</sup>, September 7<sup>th</sup> and at the Technical Group Meeting on December 15<sup>th</sup>, the County did not hear feedback on its comments until the matter was raised with the LADWP Assistant General Manager in January. The Assistant General Manager rejected the request for a \$1 per year license fee and, as of the drafting of this agenda request, is considering the County's other comments and requests.

The County's last cost estimate for the Veteran's Path Project is dated September 20, 2016, and estimates the cost at \$115,464. There is \$124,120 in remaining EPB Fund Block Grant Funding in the Great Basin APC Grant budget adopted as part of the Fiscal Year 2017 - 2018 Board Approved Budget. Public Works has indicated that if the license agreement is executed by the end of February, it would be challenging to complete the Project by the end of June and, for this reason, staff recommends that your Board seek an extension to use the remaining EPB Fund Block Grant monies until the end of August 2018.

#### Lone Pine VFW Parking Lot

The Lone Pine VFW parking lot is owned by the Lone Pine Town Fathers. The estimated cost for this project has not been finalized. While it is presumed that negotiating with the Town Fathers may be easier than negotiations to-date with LADWP, Public Works has indicated that some type of agreement, similar to that which the County developed for the Tecopa Water Vending Machine Project, may be necessary for the County to proceed with the project. For this reason, staff recommends also seeking an extension to the end of August 2018 if your Board wishes to pursue this project with GBUAPCD EPB Fund Block Grant monies.

#### ALTERNATIVES:

Your Board could choose to not request the extension of time from the GBUAPCD Board of Directors to expend the remaining EPB Fund Block Grant monies, but this is not recommended. Similarly, your Board can choose to keep the remaining Block Grant funds identified solely for the Big Pine Veteran's Path Project; or request the County be able to reallocate the funds to the Lone Pine VFW Project instead of the Veteran's Path (if it does not move forward by a specific date, or outright); or, request that any funds remaining, after completion of the Veteran's Path Project, be dedicated to the Lone Pine VFW Parking Lot Project.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Counsel, Public Works, Planning, and Water departments; GBUAPCD; LADWP; and, American Legion Post 457.

**FINANCING:**

As part of the Fiscal Year 2017 – 2018 Board Approved County Budget, the Great Basin APC Grant budget identifies \$124,120 in remaining EPB Fund Block Grant Funding.

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

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 01-29-2018

ATTACHMENT D

bc: Michael A. Salazar  
Anselmo G. Collins  
James G. Yannotta  
Donald S. McGhie  
Karen E. McCoy  
LA-877

(date)

County of Inyo  
Public Works Department  
P. O. Drawer Q  
Independence, CA 93526

Dear Licensee:

Subject: License Agreement No. LA-877  
Big Pine- Inyo County – California

Enclosed are three copies of the above-referenced license agreement for a thirty year term for a Veteran's walking path.

Please review the enclosed license in its entirety. If it meets with your approval, sign, date and return two copies to the Real Estate section within 15 days. You may keep the third copy for your records. Once the license is approved, a fully executed copy will be mailed to you.

Please provide evidence of insurance that conforms to the insurance requirements specified in the license agreement which are detailed in *Exhibit D, Contract Insurance Requirements*. Please contact the Los Angeles Department of Water and Power's (LADWP's) Risk Manager at (213) 367-4672 if you have any questions regarding the insurance requirements.

If you have any questions regarding the enclosed license, please write to LADWP at 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate, or you may contact Karen E. McCoy, Real Estate Officer, by phone at (760) 873-0234.

Sincerely,

James G. Yannotta  
Manager of Aqueduct

KEM:xxx  
Enclosures  
c: Real Estate

**L I C E N S E**

This License Agreement, hereinafter referred to as "License," is made and entered into between the **DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES**, hereinafter referred to as "Licensor" and the **COUNTY OF INYO**, hereinafter referred to as "Licensee" both referred to herein as "Parties" and either as "Party".

Licensor, for and in consideration of the keeping and performance by Licensee of the terms and conditions hereof, gives permission to Licensee, to access certain real property that is owned by the City of Los Angeles (City) and under the control and jurisdiction of said Licensor for the purpose of constructing, maintaining, and operating a pedestrian walking path (commonly referred to as the "Veteran's Walking Path Project"), as shown on the drawing marked *Exhibit A*, attached hereto and incorporated herein by this reference, and further described as

A 10 foot right of way over and across <insert legal description> Main Street, Big Pine,  
County of Inyo, State of California

hereinafter referred to as the "licensed premises."

**RECITALS:**

- A. Licensee wishes to construct, maintain, and operate the Veteran's Walking Path Project on the licensed premises, which will be a durable pedestrian walking path linking the unincorporated town of Big Pine with the Veteran's Memorial located north of the town. The Veteran's Walking Path Project is depicted in the preliminary design plans prepared by the Licensee's Public Works Department, attached hereto as *Exhibit B* and incorporated herein by this reference.
- B. Licensee's project will affect LADWP's access and ability to continue operating and maintaining irrigation return ditches within the area of the project. Licensee acknowledges Licensor's rights as provided in 3.6 to use, access, cross, and work in and around the licensed premises and immediate area for operational and maintenance purposes on a regular basis. Licensee shall provide two (2) hardened vehicle crossings 16 foot long by 5 foot wide that shall be constructed of reinforced concrete a minimum of 5 inches thick, 3,000 psi compressive strength concrete with No. 5 Grade 60 rebars spaced 6 inches on-center each way in the slab. A minimum of six (6) inches of Class II crushed aggregate base shall be placed and compacted to 95 percent relative compaction as per ASTM Specification D-1557 requirements. The concrete surface shall be a rough broom finish. The finished concrete surface shall match the elevation of the A/C paved Veteran's Memorial Path to plus or minus 1/8 inch tolerances. Shoulders of these vehicle crossings shall be constructed of compacted crushed aggregate base a minimum of 10 inches thick, compacted in two equal lifts to 95 percent relative compaction and sloped away from path at a maximum slope of 2 percent. These hardened crossings will require 2 foot wide shoulders on each side of the 5 foot wide by 16 foot long vehicle aprons. These vehicle crossings are to be designed for an



AASHTO vehicle loading of a HS20-44 Design Vehicle. Please refer to the attached Survey Drawing No. S-736-C (Exhibit A) as last revised for the exact locations of these two hardened vehicle crossings. LADWP-owned dump trucks and heavy construction equipment like backhoes and water trucks will have to regularly access and cross the Veteran's Memorial Path during times of maintenance. These hardened crossings will insure that no permanent damage will be incurred as a result of these annual maintenance trips across the path.

Culver construction in the northern irrigation return ditch shall be constructed to specifications identified in Exhibit B prepared by Licensee, dated Sept 2016. Design drawings shall be submitted to the Department for review and approval with respect to meeting Department operations and maintenance requirements for Department waterways and infrastructure. Any changes to Department-approved drawings shall require resubmittal and Department approval prior to construction/grading activities

License acknowledges its project will affect Licensor's irrigation return ditches resulting in the need for the Licensor to modify and reconstruct the sand trap, headwall and pipe segment located at the south end of the project area. These construction activities must be performed prior to the start of Licensee's construction activities for the project. In order to provide Licensor with adequate time to complete construction activities, a construction schedule shall be submitted to Licensor for approval not less than 60 calendar days prior to the planned beginning of Licensee construction.

- C. Licensor and Licensee previously entered into a Right of Entry dated May 16, 2016, a copy of which is attached hereto as *Exhibit C* and incorporated herein by this reference, allowing Licensee to enter the licensed premises to perform site evaluation and other preplanning work for the project.
- D. The parties now desire to enter into this License for the purposes stated herein.

#### **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **TERM:** This License shall commence on the first day of the month following approval by Board of Water and Power Commissioners (Board) or approval by Board's authorized designee, and shall continue in full force and effect for a thirty (30) year term, unless sooner terminated as herein provided.
  - 1.1 Said term shall be divided into six (6) rental periods, each consisting of sixty (60) months, the first such rental period to begin on the commencement date of this License, and shall represent the current term of use of the licensed premises, unless sooner terminated as herein provided.
  - 1.2 Each successive rental period shall commence at the expiration of the immediately preceding rental period.
  - 1.3 For each successive rental period of this License, the rental shall be a sum agreed upon by Licensor and Licensee as provided in this License in subsection 2.4, *Renegotiation of License Fees*.
2. **LICENSE FEES:**
  - 2.1 **Fee:** Licensee shall pay to Licensor the sum of One Thousand Four hundred sixteen and No/100 Dollars (\$1,416.00) per year, in advance, payable on the first day of each year commencing on the first day of the month following approval by the Board.

- 2.2 Fee Adjustments: The license fee shall be increased by three percent (3%) annually on the anniversary of the License commencement date.
- 2.3 Fee Payment:
- 2.3.1 Licensee agrees to pay all license fees, or any other amount due under the terms of this License, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 17705.**
- 2.3.2 Prompt payment shall mean payment at the office of Licensor not more than five (5) days after the due date for the license fee as set forth in this License. License fee due and not paid promptly shall be deemed delinquent.
- 2.3.3 Fees not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date license fee is due. Said sum shall be deemed an additional license fee.
- 2.3.4 Should any fees due hereunder remain unpaid for a period of thirty (30) days from the due date, this License may be terminated forthwith by Licensor mailing to Licensee a thirty (30)-day written notice of such termination.
- 2.3.5 Licensor is not required to make any demand on Licensee for the payments. Billing for any payment shall be for the convenience of Licensee and not required of Licensor.
- 2.3.6 If any check offered by Licensee in payment of fees or any other amount due under this agreement is returned for any reason other than that caused by Licensor's negligence, Licensee shall pay to Licensor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).
- 2.3.7 The license fee is nonrefundable if this License is terminated prior to the end of any License period or term of the agreement, for default with respect to the terms and conditions of the agreement, or upon Licensee's request for relinquishment.
- 2.4 Renegotiation of License Fees:
- 2.4.1 The license fee to be paid by Licensee to Licensor for each five (5) year license period or any portion thereof following and succeeding the first five (5) year license period of the term of this License shall be subject to readjustment. Six months prior to each license fee adjustment period described above, Licensee and Licensor shall meet and confer to determine what the new fair market license fee will be on the adjustment date. Such license fee shall be mutually agreed upon between Licensor and Licensee within 30 days, and shall be authorized on behalf of Licensor by the General Manager or designee.
- 2.4.2 In the event Licensor and Licensee cannot agree upon the amount of such license fee within 30 days, Licensee shall pay for an appraisal, to be performed by a certified licensed appraiser mutually agreed upon by both parties, to determine the fair market license fee. Both parties shall mutually develop the scope of work for the appraiser.
- 2.4.2.1 Licensee shall submit a copy of the appraisal to Licensor, along with a written reasonable determination of the fair market license fee based on the appraised value. Both Licensor and Licensee shall work diligently, and in good faith, towards a mutually agreed upon license fee

adjustment for the next five (5) year license period or any portion thereof.

- 2.4.3 Notwithstanding the foregoing, the new fair market license fee shall not be less than the license fee payable for the month immediately preceding the license fee adjustment.
- 2.4.4 If for any reason said license fee shall not be finally determined until after the beginning of any period for which the license fee is to be adjusted, Licensee shall continue to pay at the former rate as a credit against the amount of the new license fee when fixed, provided, however, that the amount fixed as the new license fee shall accrue from the beginning of said period, and proper adjustment shall be made for any payments made by Licensee at the former rates in the interim.

### **3. LIMITATIONS ON USE OF LICENSED PREMISES:**

- 3.1 There is excepted from this License and reserved to Licensor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or licensed premises licensed herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
- 3.2 There is also excepted and reserved to Licensor the right to use, operate, and maintain any waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, Licenses, and permits for other purposes that will not unreasonably interfere with Licensee's use.
- 3.3 UNLESS OTHERWISE STATED HEREIN, LICENSEE SHALL HAVE NO RIGHTS OR ENTITLEMENT TO DEVELOP, TAKE, TRANSPORT, CONTROL, REGULATE, OR USE ANY WATER, WHETHER SURFACE, SUBSURFACE, OR OF ANY OTHER KIND, OR INFRINGE ON THE WATER RIGHTS OF LICENSOR.
- 3.4 Licensee hereby acknowledges that this License is a License only and does not constitute a lease of or any interest in real property.
- 3.5 Licensor finds that (1) the property to be licensed is not presently needed for Departmental purposes, and (2) the grant of the License will not interfere with Departmental purposes.
- 3.6 The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use said real property and to exercise this License jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said real property by Licensor. Licensee understands that Licensor will continue to use, access, cross, and work in and around the licensed premises and immediate area for operational and maintenance purposes on a regular basis.
- 3.7 Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and Licensor in said real property, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said real property shall be referable solely to the permission herein given.
- 3.8 Licensee is hereby notified that facilities of other Licensees of Licensor may exist on said real property. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

- 3.9 No greater right or permission is hereby given than the right which Licensor has or by these presents can legally give.
- 3.10 At any time during the term of this License, Licensee may engage Licensor in a good faith attempt to negotiate the purchase and sale of an easement from the City to the Licensee, conveying a permanent right to maintain and operate the Veteran's Walking Path Project on the licensed premises, subject to approval by the Board and the Los Angeles City Council.
- 4. DOMESTIC WATER:** Licensor shall not furnish domestic water for the licensed premises.
- 5. IRRIGATION/STOCKWATER:** Licensor shall not furnish irrigation water or stockwater for the licensed premises.
- 6. UTILITIES:** Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given and Licensee shall be responsible for ensuring the transfer of any utilities, including water and power, to Licensee's name required in the exercise of the permission herein given.
- 7. TAXES:** Licensee, by executing this License and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.
- 8. COMPLIANCE WITH APPLICABLE LAWS:**
- 8.1 Licensee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.
- 8.2 All work done, pursuant to the terms of this License, shall be done in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
- 8.3 Licensee shall be responsible for the training of personnel under all applicable laws, including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes.
- 8.4 Licensor has the right of unrestricted access to the licensed premises or facility to ensure compliance with laws, regulations, and ordinances, and the term and conditions of this License.
- 9. INSURANCE:**
- 9.1 Additional Insured Status Required: Licensee shall procure at its own expense, and keep in effect at all times during the term of this License, the types and amounts of insurance specified in the *Contract Insurance Requirements*, marked *Exhibit D*, attached hereto and made a part hereof. Such insurance shall not limit or qualify the liabilities and obligations of Licensee assumed under the License.

- 9.2 Severability of Interests and Cross Liability Required: Each specified insurance policy, as applicable, shall contain a Severability of Interest and Cross Liability clause, and a Contractual Liability Endorsement.
- 9.3 Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by Licensor where liability arises out of, or results from, the acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by Licensor, which may be applicable, shall be deemed to be excess insurance and Licensee's insurance is primary for all purposes despite any conflicting provision in Licensee's policies to the contrary.
- 9.4 Proof of Insurance for Renewal or Extension Required: Within ten (10) days after the expiration date of any of the policies required on the attached *Exhibit D (Contract Insurance Requirements)*, Licensee shall submit documentation showing that the insurance coverage has been renewed and evidence of such renewal shall be submitted to Licensor.
- 9.5 Submission of Acceptable Proof of Insurance and Notice of Cancellation: Licensee shall provide the Risk Manager of the Department of Water and Power of the City of Los Angeles all specified insurance and related requirements either by use of Licensor's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with Licensor prior to Licensee beginning operations or occupying the licensed premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for Licensor, and the insurance carrier's name. Said evidence shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the Office of the Risk Manager at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to:
- The Office of the Risk Manager  
 Financial Services Division  
 Room 465 – John Ferraro Building  
 Post Office Box 51111  
 Los Angeles, California 90051-0100.
- 9.6 Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, Licensee shall, at the policy expiration date following the License term, provide evidence that the "Claims Made" policy has been renewed with a retroactive inception date to the original policy in affect at the onset or effective date of this License.
- 9.7 Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of this License, upon which Licensor may terminate or suspend this License.
- 9.8 Contractor and Sub-Contractor Compliance: Licensee shall be responsible for all contractor's and sub-contractor's compliance with the insurance requirements set forth herein consistent with the scope of work performed by contractor and sub-contractor.

**10. INDEMNIFICATION - GENERAL:** Licensee acknowledges that it has inspected the licensed premises, knows the condition thereof, and on behalf of itself, and its officers, employees, agents, contractors and sub-contractors of any tier, and all other persons acting or purporting to act on its

behalf, and its successors, assigns, and sub-licensees undertakes and agrees to indemnify, and hold harmless the City of Los Angeles (City), Licensor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, assigns, and/or employees (individually and collectively, "Indemnitees"), and at the option of the Licensor defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including, but not limited to, indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including, but not limited to, Licensee's officers, employees, sub-licensees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the licensed premises; or damage (including environmental damage) or destruction or loss of use of any property of either Party hereto, or third persons, in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the licensed premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the negligence or willful misconduct of Licensor. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

**11. INDEMNIFICATION - ENVIRONMENTAL:** Licensee, on behalf of itself, and its officers, employees, agents, contractors and sub-contractors of any tier, and all persons acting or purporting to act on its behalf, and its successors, assigns, and sub-licensees, further undertakes and agrees to indemnify and hold harmless the Indemnitees, and at the option of the Licensor, by counsel satisfactory to the licensor defend the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee's officers, employees, sub-licensees, contractors and sub-contractors of any tier, customers, invitees, and agents or other persons who enter onto the licensed premises, or damage or destruction or loss of use of any property of either Party hereto, or third persons, in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any pollutant, contaminant, hazardous waste, or hazardous substance, resulting from or incident to the presence upon or performance of activities by Licensee or its officers, employees, sub-licensees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons acting or purporting to act on its behalf, or its successors or assigns, with respect to the licensed premises regardless of any negligence on the part of Indemnitees, except for the negligence or willful misconduct of Licensor. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

## **12. IMPROVEMENTS:**

- 12.1 Plans for development, layout, construction, reconstruction, or alteration of improvements on the licensed premises, as well as revisions of such plans, must be prepared by Licensee's engineering staff or by any other qualified individual acceptable to Licensor and must be approved, in writing, prior to commencement of work. Licensee shall furnish as-built plans, maps, or surveys, or other similar information within 60 days after completion of construction.
- 12.2 To the extent requested by Licensee and agreed to in writing by Licensor, Licensor will provide construction assistance to Licensee for the Veteran's Walking Path Project. If Licensee exercises this option, Licensee shall reimburse Licensor for any and all construction costs, as requested by Licensor. Payment shall be made within thirty (30) days of the date of Licensor's invoice date for reimbursement of such construction costs. If reasonably practicable, Licensor will provide Licensee with a good faith estimate of its anticipated construction costs before providing such assistance, so that Licensee may determine whether such assistance would be cost-effective compared to any other options for constructing the project. Licensor shall provide construction assistance to Licensee in Licensor's sole discretion.
- 12.3 During the term of this License, all improvements constructed or installed on the licensed premises in connection with the Veteran's Walking Path Project, shall be and remain, in the absence of a written agreement to the contrary, the personal property of Licensee.
- 12.4 Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by Licensee, or any person working on their behalf, on the licensed premises shall be immediately reported to Licensor. Licensee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by Licensor. An evaluation of the discovery will be made by Licensor to determine appropriate actions to prevent the loss of significant cultural or scientific values. Licensee will be responsible for the cost of evaluation, and any decision as to proper mitigation measures will be made by Licensor after consulting with Licensee.

### **13. CARE, MAINTENANCE, AND REPAIR OF LICENSED PREMISES:**

#### **13.1 Care of Licensed Premises:**

- 13.1.1 Licensee has examined the licensed premises, knows the condition thereof, and accepts the licensed premises in its present condition relying solely on its own inspection and not on any representations that may have been made by Licensor or any of its agents.
- 13.1.2 Licensee agrees at its cost to keep the licensed premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the licensed premises. Licensee further agrees to remove from the licensed premises anything placed or stored there which Licensor considers to be undesirable or unsightly.
- 13.1.3 Any restoration of or repairs to the licensed premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Licensee on the licensed premises shall be made at Licensee's sole cost and expense.

#### **13.2 Maintenance and Repair:**

- 13.2.1 As part of the consideration for this License, Licensee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the licensed premises and all improvements thereon, if there be any whether owned by Licensor

or Licensee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Licensee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Licensee shall keep and maintain, at all times hereunder and at its own expense, the licensed premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.

13.2.2 If Licensee fails to so maintain or repair the licensed premises, Licensor may serve a "Notice to Cure" upon Licensee. Said Notice shall prescribe the work to be accomplished by Licensee in order to correct the maintenance deficiencies and shall state the number of calendar days Licensee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Licensor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the licensed premises in a conspicuous place.

13.2.2.1 If, in the opinion of the Licensor, any default is of such nature that it cannot physically be corrected within the period originally specified by Licensor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

13.2.2.2 If the work prescribed in the "Notice to Cure" is not completed by Licensee in a manner reasonably satisfactory to the Licensor, and Licensee fails to correct such work within the time specified by Licensor in the mailed Notice, or as set forth in the subsection above, Licensor may, at its sole option, and at Licensee's sole cost and expense, enter upon the licensed premises and perform whatever work may, in the opinion of the Licensor, be required to correct the maintenance deficiencies. If Licensor exercises this option, Licensee shall pay to Licensor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of Licensor's invoice date for such costs and charges.

13.2.3 In the absence of a written agreement to the contrary, Licensor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the licensed premises. Licensor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the licensed premises as shall be by Licensor deemed necessary for the preservation of any portion thereof, or the protection of Licensor's investment therein, and the further right to remove trees, weeds, and other things which Licensor may deem to be unsightly or undesirable; but such works performed by Licensor shall constitute, in no event, a waiver of Licensee's obligation hereunder to keep said licensed premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.



**13.2.4 Licensee waives the provisions of Civil Code Sections 1941 and 1942 with respect to Licensor's obligations for tenantability of the licensed premises and Licensee's right to make repairs and deduct the expenses of such repairs from rent.** \_\_\_\_\_

LICENSEE INITIALS

13.2.5 Should Licensor make or perform any repairs, removals, or maintenance, or agree at the request of Licensee to perform maintenance, repairs, alterations, construction, or other works of improvement on the licensed premises, Licensor may, at its option, perform such works and either bill Licensee for the entire costs of same and agreed upon in advance by the Parties, which Licensee agrees to pay on demand, or Licensor may, upon thirty (30) days' written notice to Licensee, increase the license fee by an amount necessary for Licensor to recover all or part of the previously agreed upon cost of such works, as Licensor shall determine, over the remaining term of this License, or any lesser portion thereof as Licensor shall determine.

13.3 Tree Maintenance: Licensee shall spray any trees planted by Licensee as needed for pest control, and maintain and trim such trees for safe condition near buildings. No tree shall be cut down without Licensee first receiving written permission from Licensor to do so.

13.4 Burn Permits: Licensee shall not burn off any part of the licensed premises without a burning permit first being obtained from Licensor and any other regulatory authority having jurisdiction; and Licensee, at all times and at its own expense, shall do all things reasonably necessary to protect said licensed premises from fire and fire hazards

**14. LIENS:** Licensee shall pay for all materials placed upon, joined, or affixed to licensed premises by or at the insistence of Licensee, shall pay in full all persons who perform labor upon the licensed premises at the insistence of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against the licensed premises for any work done or materials furnished thereon at the insistence or request of Licensee. Licensee shall provide Licensor notice in writing of any liens levied against the licensed premises. Licensee shall have 15 days to cause the removal of any such liens and if such liens are not removed, Licensor may, but is not required to, pay any amount owed and cause their removal. Licensor may bill Licensee for the amount paid out by Licensor in removing such liens. Licensee shall have fifteen (15) days to repay the funds expended by Licensor necessary to remove such lien. Licensee's failure to comply with the requirements of this section shall be considered a default and Licensor shall have the right but not the obligation to terminate this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, damage, injury, liability, and claims resulting from any liens or attachments related to any work done or material furnished thereon at the instance or request of Licensee.

**15. ASSIGNMENT OR SUBLET:** This License and the permission herein given is personal to Licensee and is not assignable without the prior written consent of the Licensor. Licensee shall not allow the use or occupancy of the licensed premises by any other party without first obtaining written permission from Licensor.

**16. TERMINATION:**

16.1 Upon the expiration of the term of this License or sooner termination as herein provided, Licensee may engage Licensor in a good faith attempt to negotiate an extension, renewal, or re-licensing of the licensed premises on mutually-agreeable terms, but in the event

Licensor wishes to make a different use of the licensed property, then Licensor has the right to decline any such extension, renewal, or re-licensing and discontinue allowing the use of the licensed premises and in that event has no obligation to Licensee to renew, extend, transfer, or re-license the licensed premises. If this right is exercised by Licensor, Licensee shall vacate and discontinue use of the licensed premises and shall peaceably surrender the same.

- 16.2 This License may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee. Failure by Licensor to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
- 16.3 Upon any termination of this License, Licensee shall surrender the licensed premises in a neat and clean condition. Licensee shall complete restoration of the licensed premises to its original condition or better prior to termination of this License. Such restoration shall not include removal of hardened surface improvements the project will make to Licensor's existing dirt service road. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensee shall call Licensor's Real Estate Section, (760) 873-0370, to make arrangements for a field inspection of Licensee's improvements in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of Licensor.
- 16.4 During and upon termination of this License for whatever reason, Licensee shall be responsible, to the extent caused by or introduced onto the licensed premises by Licensee, for any and all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, or imposing liability or standards of conduct concerning any pollutant, contaminant, hazardous waste or hazardous substance on, under, or about the licensed premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act (15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act (49 USCS §§5101 et seq.); the Federal Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§9601 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§651 et seq.); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to any pollutant,

contaminant, hazardous waste or hazardous substances on, under, or about the licensed premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensor and any governmental body having jurisdiction there over.

**17. HOLDING OVER:** If Licensee shall hold over after expiration or other termination of this License, whether with the apparent consent or without the consent of Licensor, such shall not constitute a renewal or extension of this License, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this paragraph shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this License, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.

**18. NOTICES:** Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid, U.S. first-class mail. Any such notice shall be addressed as follows:

To Licensor:

Real Estate Group  
Los Angeles Department of Water and Power  
300 Mandich Street  
Bishop, California 93514-3449

To Licensee

County of Inyo  
Public Works Department  
P.O. Box Q  
Independence, California 93526

Or

County of Inyo  
Public Works Department  
168 N. Edwards Street  
Independence, California 93526

or to such other address as Licensor and Licensee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## **19. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS**

19.1 **Non-Discrimination:** During the term of this License, Licensee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any sublicenses shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of

City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.

- 19.2 Affirmative Action Plan: Licensee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Licensee's Plan shall be submitted on Licensor's form, available from the Director of Corporate Purchasing Services.
- 19.3 Child Support Assignment Orders: Licensee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Licensor requires all licensees and sublicensees entering into a contract with Licensor to comply with all reporting requirements and court-ordered wage earning assignments.
- 19.4 Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO): Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for Licensor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; licenses; use permits, licenses; or, certain recipients of Licensor financial assistance, shall comply with all applicable provisions of the Ordinances. Licensor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Licensor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 19.5 Equal Benefits Ordinance: This License is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1.
- 19.6 Slavery Disclosure Ordinance: This License is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Licensee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Licensor has the authority, under appropriate circumstances, to terminate this License and otherwise pursue legal remedies that may be available to Licensor if Licensor determines that Licensee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.
- 19.7 Prevailing Wages:
- 19.7.1 To the extent applicable, Licensee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
- 19.7.2 If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Licensee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.

- 19.7.3 Prior to the commencement of construction, and as soon as practicable in accordance with the applicable Schedule of Performance, Licensee shall contact the City to schedule a preconstruction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.
- 19.7.4 Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or subcontractor, Licensee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Licensee was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Licensee in default of this License and thereafter pursue any of the remedies available under this License.
- 19.7.5 Licensee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this License.
- 19.7.6 Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the licensed premises. This indemnity shall apply whether occurring during the term of this License and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License.

**20. GOVERNING LAW AND VENUE:** This License shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly in the State of California. All litigation arising out of, or relating to this License, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

**21. NO THIRD PARTY RIGHTS:** The Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this License or of any duty, covenant, obligation, or undertaking established under this License.

**22. WAIVER:** No amendment or waiver of any provision of this License shall be effective unless it is in writing and signed by each Party. Any waiver at any time by either Party of its rights with respect to a default under this License, or with respect to any other matter arising in connection with this License, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be

deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply. . Nothing contained in this License shall be construed in any manner to be a waiver by Licensor of any claim it may have against Licensee relating to the condition of the licensed premises.

- 23. FAIR MEANING:** Each Party and its counsel have participated fully in the review and preparation of this License. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this License. The language in this License shall be interpreted as to its fair meaning and not strictly for or against either Party.
- 24. ATTORNEY'S FEES:** Each Party shall bear its own attorney's fees and costs in any action to enforce the terms of this License.
- 25. AUTHORITY OF PARTIES:** The signatories below represent that they have been appropriately authorized to enter into this License on behalf of the Parties for which they sign.
- 26. ENTIRE AGREEMENT:** This License and the exhibits attached hereto, all being part hereof, constitute the entire License of the Parties hereto and will supersede all prior offers, negotiations, and licenses.
- 27. SEVERABILITY OF PROVISIONS AND HEADINGS:** If one or more of the provisions contained in this License should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. Section headings in this License are included for convenience only and shall not be given any substantive effect.
- 28. COUNTERPARTS:** This License may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 29. RIGHT OF ENTRY:** The parties hereby acknowledge and agree that upon execution of this License, the Right of Entry will immediately terminate, unless sooner terminated.

LICENSE AGREEMENT NO.: LA-877  
ACCOUNT NO.: 40313-17705  
REFERENCE DATE: May 15, 2017

IN WITNESS WHEREOF, the respective parties hereto have executed this License Agreement on the day and year written below.

The signature affixed hereto of Licensee, or the authorized representative of Licensee, certifies that Licensee has read and does understand each and every paragraph contained in this License and agrees to abide by and be bound by same.

COUNTY OF INYO

Date \_\_\_\_\_

By \_\_\_\_\_

Public Works Department  
P. O. Box Q  
Independence, CA 93526

**LICENSEE**

LICENSE AGREEMENT NO.: LA-877  
ACCOUNT NO.: 40313-17705  
REFERENCE DATE: May 15, 2017

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_

By \_\_\_\_\_

**DAVID H. WRIGHT**  
General Manager

**LICENSOR**

APPROVED:

\_\_\_\_\_  
Anselmo G. Collins  
Director of Water Operations

\_\_\_\_\_  
Date



**EXHIBIT A**  
**(Exhibit Map)**



**EXHIBIT B**  
**(Project Design Plans)**

**EXHIBIT C**  
**(Right of Entry)**

**EXHIBIT D**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	Veterans Walking Path/Big Pine
Reference/Agreement:	LA-877
Term of Agreement:	thirty years – «DT1» through «DT2»
Contract Administrator and Phone:	Karen McCoy / Bishop / Ext. 30234
Buyer and Phone Number:	
Risk Manager/Date	(initials of Risk Manager) (date risk management ok'd)

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION** (Stat. Limits)/Employer's Liability: (\$1,000,000.00)
  - Broad Form All States Endorsement  US L&H (Longshore and Harbor Workers)
  - Jones Act (Maritime Employment)  Outer Continental Shelf
  - Waiver of Subrogation  Black Lung (Coal Mine Health and Safety)
  - Other: \_\_\_\_\_  Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
  - Owned Autos  Any Auto
  - Hired Autos  Non-Owned Auto
  - Contractual Liability  Additional Insured
  - MCS-90 (US DOT)  Trucker's Form
  - Waiver of Subrogation  Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:**  Limit Specific to Project  Per Project Aggregate (\$1,000,000.00)
  - Broad Form Property Damage  Contractual Liability  Personal Injury
  - Premises and Operations  Products/Completed Ops.  Independent Contractors
  - Fire Legal Liability  Garagekeepers Legal Liab.  Child Abuse/Molestation
  - Corporal Punishment  Collapse/Underground  Explosion Hazard
  - Watercraft Liability  Pollution  Addition Insured Status
  - Waiver of Subrogation  Airport Premises  Hangarkeepers Legal Liab.
  - Marine Contractors Liability  Other: Agg 2x per occurrence  Other: \_\_\_\_\_
  
- ( ) **PROFESSIONAL LIABILITY:** ( )
  - Contractual Liability  Waiver of Subrogation  3 Year Discovery Tail
  - Additional Insured  Vicarious Liability Endt.  Other: \_\_\_\_\_
  
- ( ) **AIRCRAFT LIABILITY:** ( )
  - Passenger Per Seat Liability  Contractual Liability  Hull Waiver of Subrogation
  - Pollution  Additional Insured  Other: \_\_\_\_\_
  
- ( ) **PROPERTY DAMAGE:**  Loss Payable Status (AOIMA) ( )
  - Replacement Value  Actual Cash Value  Agreed Amount
  - All Risk Form  Named Perils Form  Earthquake: \_\_\_\_\_
  - Builder's Risk: \$ \_\_\_\_\_  Boiler and Machinery  Flood: \_\_\_\_\_
  - Transportation Floater: \$ \_\_\_\_\_  Contractors Equipment: \$ \_\_\_\_\_  Loss of Rental Income: \_\_\_\_\_
  - Scheduled Locations/Propt.  Other: \_\_\_\_\_  Other: \_\_\_\_\_
  
- ( ) **WATERCRAFT:** ( )
  - Protection and Indemnity  Pollution  Additional Insured
  - Waiver of Subrogation  Other: \_\_\_\_\_  Other: \_\_\_\_\_
  
- ( ) **POLLUTION:** ( )
  - Incipient/Long-Term  Sudden and Accidental  Additional Insured
  - Waiver of Subrogation  Contractor's Pollution  Other: \_\_\_\_\_
  
- ( ) **CRIME:**  Joint Loss Payable Status ( )
  - Fidelity Bond  Financial Institution Bond  Loss of Monies/Securities
  - Employee Dishonesty  In Transit Coverage  Wire Transfer Fraud
  - Computer Fraud  Commercial Crime  Forgery/Alteration of Docs.
  - Other: \_\_\_\_\_  Other: \_\_\_\_\_
  
- ( ) **ASBESTOS LIABILITY:**  Additional Insured ( )



**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:** April 10, 2018

**SUBJECT:** Continuation of declaration of existence of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

**SUMMARY DISCUSSION:**

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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)


 \_\_\_\_\_ 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:** April 10, 2018

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

**SUMMARY DISCUSSION:**

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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)


 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  
**By:** Kelley Williams, Assistant to the CAO

**FOR THE BOARD MEETING OF:** April 10, 2018

**SUBJECT:** Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

**SUMMARY DISCUSSION:**

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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)

 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:** April 10, 2018

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as 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 biweekly 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:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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)

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





**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   
  Closed Session   
  Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** April 10, 2018

**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 "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**SUMMARY DISCUSSION:**

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, 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:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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)

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



**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   
  Closed Session   
  Informational

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING:** April 10, 2018

**SUBJECT:** Revisions to Chapters 12.16 and 12.18 of the Inyo County Code regarding County campgrounds.

**DEPARTMENTAL RECOMMENDATION:**

Enact proposed ordinance amending Sections 12.16.180, 12.18.010, 12.18.020, 12.18.030, and 12.18.150 of the Inyo County Code, pertaining to the use of County campgrounds.

**SUMMARY DISCUSSION:**

On April 3, 2018 your Board introduced an ordinance regarding the process to reserve an entire campground. At that time, your Board waived the first reading and scheduled April 10 for enactment.


The proposed changes include changing the age for a senior pass and a fee schedule for renting an entire campground. The schedule also includes a deposit requirement similar to the deposits required when a party reserves a park. As is currently the practice, all full campground reservations will require Board approval.

**ALTERNATIVES:** Your Board could choose not to revise the ordinance; however, without changes there would not be a clear policy regarding reservation of an entire campground.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** No significant change in revenues or expenses are anticipated. Revenues from campground usage accrue to the Parks & Recreation budget unit.

**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: <u>yes</u> Date <u>3/22/18</u>
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: <u>N/A</u> 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: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/22/18  
 (Not to be signed until all approvals are received)  
 (The Original plus 14 copies of this document are required)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 12.16.180, 12.18.010, 12.18.020, 12.18.030 AND 12.18.150 OF THE INYO COUNTY CODE, PERTAINING TO THE USE OF COUNTY CAMPGROUNDS**

**WHEREAS**, Chapters 12.16 and 12.18 of the Inyo County Code pertain to the operation of County campgrounds; and

**WHEREAS**, it is necessary to update Section 12.16.180 regarding the age to qualify for a senior citizen campground permit; and

**WHEREAS**, it is necessary to revise Sections 12.18.010, 12.18.120, 12.18.130 and 12.18.150, in order to provide for reservations of an entire campground;

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Section 12.16.180(B) of the Inyo County Code is amended to read as follows:

“B. A senior citizen (a person sixty-two years of age or older) who has purchased the special senior citizen’s permit may camp for thirty consecutive days in designated campgrounds if space is available.”

**SECTION II:** The first paragraph of Section 12.18.120 of the Inyo County Code is amended to read as follows:

**“12.18.010 Use Priorities.**

All community buildings under jurisdiction of the county are held in trust for the use and enjoyment of the public. The primary use of buildings and park facilities are for activities of a recreational or community-service nature. County campgrounds, parks and building facilities may be made available for the exclusive use of persons or groups, for a limited period, upon issuance of a use permit and payment of designated fees, subject to rules and regulations contained herein and in park regulations. Reservation of an entire campground shall be for a maximum of four nights and requires approval by the Board of Supervisors. Such use of facilities shall be governed by the following order of priority:”

**SECTION III:** Section 12.18.020 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.020 Time of use and limitations.**

A. Entrance to the reserved facility shall be allowed at the time specified in the approved permit, and users shall leave at the time specified.

B. Indoor facilities may be reserved between the hours of eight a.m. and midnight. At the discretion of the director of parks and recreation, event hours may be extended during approved special events.

C. Outdoor facilities may be reserved between the hours of eight a.m. and ten p.m. During approved special events, hours may be extended at the discretion of the director of parks and recreation.

D. When entire campgrounds are reserved for overnight camping, the first night of the reservation will commence at 1:00 p.m. and the last night will terminate at 10:00 a.m.; four night maximum.

E. Any group wishing to reserve facilities beyond these time limits must submit a request, in writing with the reservation, to the director of parks and recreation or the organization authorized by the board of supervisors to handle reservations stating the purpose for the time extension. When such requests are honored, an additional fee may be assessed in accordance with the adopted fee schedule.

F. Ancillary campground facilities (i.e. restrooms, common areas, etc.) shall not be closed to the general public.

G. At the discretion of the director of parks and recreation, overnight camping within a park may be allowed during special events.”

**SECTION IV:** Section 12.18.030 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.030 General terms and conditions governing reserved use of facilities.**

A. Additional Conditions. The director of parks and recreation may specify additional conditions to be met for application approval and/or may place additional conditions on the activity to be held. Such conditions must be reasonable and for the protection of county interest.

B. Entire Campground Reservation. Application must be made a minimum of 6 months and no sooner than 12 months in advance. Request must be approved by the Board of Supervisors. In the event that any individual campsite reservations have been made prior to campground reservation request, County will honor those reservations.

C. Advertising, Solicitation and Sales. Groups and/or individuals shall not:

1. Distribute any handbills or circulars, post, place or erect bills, notice, paper or advertising device or matter of any kind, without prior approval from the director of parks and recreation. No placement of any of the above will be permitted on trees. Prior publication of events shall not take place until necessary permits, insurance review and fees are paid;

2. Sell or offer for sale any merchandise, articles or things whatsoever, or practice, carry on, conduct or solicit for any trade, occupation, business or profession, without prior approval from the director of parks and recreation.

D. Concessionaire. Concessionaire may be allowed to remain open during special events.

E. Special Event Plan. Event promoter will be required to provide an event work plan to the director of parks and recreation three months in advance of the proposed special event.”

**SECTION IV:** Section 12.18.150 of the Inyo County Code is amended in its entirety to read as follows:

**“12.18.150 Fees and deposit requirements.**

A. The fees and deposits for facility use are set out as follows:

<b>Picnic Shelters</b>	<b>Fee</b>	<b>Deposit</b>
Lone Pine Community Park	\$50.00	\$150.00
Dehy Park	50.00	150.00
Eastern California Museum	50.00	150.00
Mendenhall Park	50.00	150.00
Millpond Park	50.00	150.00
Izaak Walton Park	50.00	150.00

<b>Campgrounds</b>	<b>Fee</b>	<b>Deposit</b>
Baker Creek	\$725.00	\$150.00
Diaz Lake	3,000.00	300.00
Independence Creek	525.00	150.00
Pleasant Valley	1,200.00	250.00
Portagee Joe	425.00	150.00
Taboose Creek	625.00	150.00
Tinnemaha	525.00	150.00

<b>Community Buildings</b>	<b>Fee</b>	<b>Deposit</b>
Big Pine Community Building		
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00

<b>Independence Legion Hall</b>	<b>Fee</b>	<b>Deposit</b>
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00

<b>Statham Hall</b>	<b>Fee</b>	<b>Deposit</b>
0-100	\$65.00	\$100.00
101-200	100.00	125.00
201-300	130.00	175.00
301-400	165.00	200.00
Kitchen (per hour)	30.00	150.00
Conference Room	30.00	50.00

B. There are organizations that use these facilities on a continuous basis throughout the year. Organizations that fit into this category will pay a fee of twelve dollars per hour which generally covers utilities and maintenance.

C. Required Deposits. A security/cleaning deposit, paid in advance, for each facility (reserved on first-come, first served basis) shall be required to guarantee: (1) proper cleanup after use including additional trash removal costs if required; (2) reimbursement for minor damages to park property; and (3) to apply toward fees due the county. If alcohol is served, the deposit will be no less than two hundred fifty dollars. Persons causing more extensive damage will be held liable. This deposit is required for all group barbecue areas, buildings.”

**SECTION II: 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 same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2018.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**

**Kevin Carunchio  
Clerk of the Board**

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

23

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time 11:00 a.m.       Closed Session       Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** April 10, 2018

**SUBJECT: Appeal of the Inyo County Planning Commission's February 28, 2018 Decision to Uphold the Inyo County Planning Director's Determination that mini-storage facilities are not an allowed use in the Central Business (CB) Zone.**

**SUMMARY:**

In December 2017, Mr. Kent Schlick requested a Director's Determination on whether he could develop a property located in Big Pine along Main Street, in the Central Business Zoning District, with a mini-storage facility. The Planning Director provided a determination that this use was incompatible with the Central Business Zone. Mr. Schlick appealed the decision to the Planning Commission, per ICC Section 18.81.030. The Planning Commission denied the appeal and now Mr. Schlick is appealing the Planning Commission decision to your Board.

The Planning Department reviews development proposals against the zoning code to ensure that the County does not unintentionally allow for non-conforming uses. Each zoning district has a set of both outright allowed and conditionally allowed uses (those that require a conditional use permit). The CB zoning code also allows for other such uses as the planning director may deem to be similar and not detrimental to other uses permitted in the zone. In this case, the Planning Director did not find that this use is similar to the permitted uses and that this dissimilarity can be detrimental to the intent and intended character of the CB zone.

**ANALYSIS**

***Reasons for denial of mini-storage units***

Mini-storage units are considered a form of storage and/or warehousing facilities and are seen as uses with the potential to have an above average impact on the surrounding communities where they are located. The County's zoning code treats them as such as they are only allowed as a principle permitted use in the two industrial districts (M1 and M2) and the Heavy Commercial (C4) district and as conditional uses in the General Commercial and Retail (C1) and Highway Service and Tourist Commercial (C2) districts. This indicates that there are very specific types of areas where the authors of the zoning code thought were appropriate for these types of facilities. These areas can be characterized as high intensity use areas where industry and more intensive commercial activities can occur. When allowed as conditional uses, as they are allowed for in the C1 and C2 districts, the County has the opportunity to include conditions of approval to lessen the potential impacts on the surrounding area.

Per the Central Business zone 18.44.010 – Intent, the purpose of the zone is:

*"to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family. This zoning district implements the general plan central business district land use designation."*

The general plan Central Business District designation states:

*“This designation provides for commercial uses such as small retail sales and personal service shops; offices; food services; travel and transportation services such as hotels/motels and gas stations; entertainment centers; recreation facilities; medical centers and services including convalescent hospitals; multi-family residential uses (including single units that are part of a commercial entity); public and quasi-public uses; and similar and compatible uses in the central areas of communities along main thoroughfares.”*

The stated intent and policy related to both the zoning and general plan designations result in small town, main-street, characteristics in which mini-storage units that tend to be metal, utilitarian in nature, and lacking a community center feel, do not necessarily fit in.

All zoning districts are designed to implement a jurisdiction’s general plan. The zoning and general plan designation must also be compatible, for example a residential zoning designation would not be compatible with an industrial general plan designation. In the case of Mr. Schlick’s property that is proposed for the mini-storage facility, the general plan designation is Central Business District (CBD) and it matches the CB zoning. Allowing for the mini-storage use would result in both non-conforming zoning and general plan uses.

It should also be noted that in March 2007, the county’s zoning code was updated to include the CB zone specifically to provide a zoning designation that matches and implements the general plan’s CBD district. At this time, a review of the current zoning that was proposed to be changed to CB was conducted. Heavy Commercial (C4) zoning, which includes allowing for storage and warehousing, was included in this review and within the analysis of C4 storage uses were discussed and deemed to be inappropriate in the proposed CB zone.

At the February 28, 2018 Planning Commission hearing on the appeal, the Planning Commission upheld the Director’s Determination that mini-storage is not a compatible use in the CB zoning district.

The Clerk of the Board of Supervisors received an appeal of the Planning Commission’s decision from Mr. Kent Schlick on March 7, 2018. The appeal was also received by the Planning Department on March 7, 2018

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

1. Conduct a public hearing to consider the appeal submitted by Mr. Kent Schlick on March 7, 2018 of the Planning Commission decision to uphold the the Planning Director’s Determination that mini-storage is not a compatible use in the CB zoning district.
2. Deny the appeal and affirm the February 28, 2018 Planning Commission decision to to uphold the the Planning Director’s Determination that mini-storage is not a compatible use in the CB zoning district.



**ALTERNATIVES:**


1. Deny the appeal and affirm the February 28, 2018 Planning Commission decision to to uphold the the Planning Director's Determination that mini-storage is not a compatible use in the CB zoning district and direct staff to investigate the possibility of ammeding the CB zone to allow for mini-storage as a conditional use. This alternative would also require a general plan amendment to the CBD.
2. Approve the appeal by Mr. Kent Schlick, effectively allowing for mini-storage facilities to be allowed on the County's entire CB zone. With this alternative, staff recommends the Board also direct staff to update the zoning code to include mini-storage as a principle permitted use. This alternative would also require a general plan amendment to the CBD.
3. Continue the public hearing and give specific direction to staff as to what further information or research is needed by Supervisors on this issue.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Building & Safety

**FINANCING:**

General fund resources are utilized to review and update the County's Zoning Code.

<b><u>APPROVALS</u></b>	
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 <u>03/15/18</u>
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: 3/26/18  
(Not to be signed until all approvals are received)

- Attachments:
- Director Determination letter to Mr. Kent Schlick.
  - February 28, 2018, Planning Commission Packet.

## Darcy Ellis

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**From:** Kent Schlick <schlickkent@aol.com>  
**Sent:** Tuesday, March 6, 2018 8:49 PM  
**To:** Darcy Ellis  
**Cc:** Kent Schlick  
**Subject:** FW: appeal letter to BOS 3-6-18  
**Attachments:** appeal letter to BOS 3-6-18.docx

Hello Darcey,

I have attach my appeal request for County Supervisors. I have also sent a hard copy snail mail as well.  
Thanks for your help, please call with any questions.

Kent

From Kent Schlick/K. Schlick LLC

March 6, 2018

PO 788

Big Pine, CA 935132

[714-412-5894/Schlickkent@aol.com](mailto:714-412-5894/Schlickkent@aol.com)

To Inyo County Supervisors C/O Darcey Ellis

PO Box N

Independence, CA 93526

760-878\*0373

Subject; Appeal to Supervisors RE: Planning Commission decision from February 28, 2018 hearing.

Dear Supervisors,

We would like to appeal to the Supervisors the planning commissions denial of our proposed plans to build a mini storage on vacant land we own at 160 N. Main St. in Big Pine.

We believe the current zoning limits badly needed improvements and valuable services on Main St... As well and investments in our community.

We believe with strict design restrictions on new storage developments and conditional use permit approval by the Planning Commission, there will be County controls on all future developments. It will also help stop the many unsightly and unpermitted shipping container storage facilities throughout the county and give residents options, so they do not have to put shipping containers on their property.

We look forward to arguing our case in front of the Supervisors and working with Planning to build a project we can all be proud of.

Respectfully Submitted,

  
Kent Schlick



**Inyo County Planning Department**  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526

Phone: (760) 878-0263  
(760) 872-2706  
FAX: (760) 872-2712  
E-Mail: [InyoPlanning@inyocounty.us](mailto:InyoPlanning@inyocounty.us)

December 14, 2017

Mr. Kent Schlick  
PO Box 788  
Big Pine, CA 93513

**Re: Zoning Confirmation for Mr. Kent Schlick – 160 N Main St, Big Pine, CA 93513.**

Mr. Schlick,

The zoning for the above referenced property (APN: 003-155-16) located in Big Pine, is zoned as Central Business (CB.) You inquired about the potential of a mini-storage business on the parcel and after extensive review of the Inyo County Code I regret to inform you that such a use may **not** be considered permitted.

The review of the Inyo County Code, Title 18 Zoning; Chapter 18.44 CB District – Central Business, could not produce any similarities between the listed permitted or conditional uses and your proposed business to satisfy the requirement of “similar use”. A mini-storage facility is also not compliant with intent and purpose of the CB designation which is to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family residential uses. The Central Business zoning designation was established to correspond with the General Plan designation of Central Business District that also does not provide a similar use to a mini-storage facility as it focuses on small retail activities for central areas of communities and main streets.

This determination is based on the information provided and the codes, policies, and regulations currently in effect. If the information provided is inaccurate, or changes are enacted to existing code, policies, and/or regulations, this determination may become invalid.

Thank you for your inquiry. If you have any questions or would like additional information, please call me at (760) 878-0447 or email me at [crichards@inyocounty.us](mailto:crichards@inyocounty.us)

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathreen Richards".

Cathreen Richards  
Inyo County Planning Director



**Planning Department  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526**

Phone: (760) 878-0263

FAX: (760) 878-2712

E-Mail: [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)

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**AGENDA ITEM NO.:** 9 (Action Item)

**PLANNING COMMISSION  
MEETING DATE:** February 28, 2018

**SUBJECT:** Appeal No. 2018-01 (Schlick)

**EXECUTIVE SUMMARY**

In December 2017 Mr. Kent Schlick requested a Director Determination on whether he could develop a property located in Big Pine along Main Street, in the Central Business Zoning District, with a mini-storage facility. The Planning Director provided a determination that this use was incompatible with the Central Business Zone. Mr. Schlick has appealed the decision to the Planning Commission, per ICC Section 18.81.030. Staff recommends denial of the appeal.

**PROJECT INFORMATION**

**Supervisory District:** 4

**Recommended Action:** Find that the intent and current uses of the Central Business Zone do not include mini-storage facilities and deny Appeal No. 2017-01/Schlick

**Applicant:** Kent Schlick

**Landowners:** Kent Schlick

**Address/** PO Box 788, Big Pine, CA 93513 – 160 Main Street

**Community:** Big Pine

**A.P.N.:** 003-155-16

**Existing General Plan:** Central Business District

**Existing Zoning:** Central Business (CB)

**Surrounding Land Use:** Commercial office, post office and residential

**Alternatives:**

- 1.) Find that mini-storage units are a compatible use to the other uses listed in the Central Business Zone, deny the director's decision and condition the use with design standards to cause the development to be similar to the surrounding development characteristics and compatible with the intent of the Central Business zone.
- 2.) Find that mini-storage units are a compatible use to the other uses listed in the Central Business Zone and deny the director's decision without other conditions.
- 3.) Continue the item to a future date, and provide specific direction to staff regarding additional information and analysis needed.

**Project Planner:**

Cathreen Richards, Planning Director

**BACKGROUND**

Mr. Kent Schlick approached the Planning Department in December 2017 about a potential project. This project was to place mini-storage units on a vacant piece of land that fronts Main Street (Highway 395) in Big Pine with a zoning designation of Central Business (CB). Staff informed Mr. Schlick that this is not an outright or conditionally allowed use in the CB zoning district. Mr. Schlick disagreed with this answer and requested a Director's Determination. A Determination was prepared and put in a letter (attached) to Mr. Schlick on December 14, 2017 that indicated mini-storage units are not a 'similar use' to the other outright or conditionally allowed uses in the CB zone. Mr. Schlick is now appealing the Director's Decision to your Planning Commission.

**STAFF ANALYSIS**

The Planning Department reviews development proposals against the zoning code to ensure that the County does not unintentionally allow for non-conforming uses. Each zoning district has a set of both outright allowed and conditionally allowed uses (those that require a conditional use permit). The CB zoning code (attached) also allows for other such uses as the planning director may deem to be similar and not detrimental to other uses permitted in the zone. In this case the Planning Director did not find that this use is similar to the permitted uses and that this dissimilarity can be detrimental to the intent and intended character of the CB zone.

***Reasons for denial of mini-storage units***

Mini-storage units are considered a form of storage and/or warehousing facilities and are seen as uses with the potential to have an above average impact on the surrounding communities where they are located. The County's zoning code treats them as such as they are only allowed as a principle permitted use in the two industrial districts (M1 and

M2) and the Heavy Commercial (C4) district and as conditional uses in the General Commercial and Retail (C1) and Highway Service and Tourist Commercial (C2) districts. This indicates that there are very specific types of areas where the authors of the zoning code thought were appropriate for these types of facilities. These areas can be characterized as high intensity use areas where industry and more intensive commercial activities can occur. When allowed as conditional uses as they are allowed for in the C1 and C2 districts, the county has the opportunity to include conditions of approval to lessen the potential impacts on the surrounding area. Per the Central Business zone 18.44.010 – Intent, the purpose of the zone is:

“to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family. This zoning district implements the general plan central business district land use designation.”

The general plan central business district designation states:

“This designation provides for commercial uses such as small retail sales and personal service shops; offices; food services; travel and transportation services such as hotels/motels and gas stations; entertainment centers; recreation facilities; medical centers and services including convalescent hospitals; multi-family residential uses (including single units that are part of a commercial entity); public and quasi-public uses; and similar and compatible uses in the central areas of communities along main thoroughfares.”

The stated intent and policy related to both the zoning and general plan designations result in small town, main street, characteristics in which mini-storage units that tend to be metal, utilitarian in nature, and lacking a community center feel, do not necessarily fit in.

All zoning districts are designed to implement a jurisdiction’s General Plan. The zoning and general plan designation must also be compatible, for example a residential zoning designation would not be compatible with an industrial general plan designation. In the case of Mr. Schlick’s property that is proposed for the mini-storage facility, the general plan designation Central Business District (CBD) matches the CB zoning. Allowing for this use would result in both non-conforming zoning and general plan uses.

#### **APPEAL**

Mr. Schlick is appealing the denial of his request to the Planning Commission. ICC Section 18.81.300 regarding appeals states the following:

The planning commission or board of supervisors, at the conclusion of the hearing on any appeal filed pursuant to this title, may sustain, modify or overrule the action of the planning director or planning commission in the matter, or may refer any such matter back to the planning director or planning commission.

#### **ENVIRONMENTAL REVIEW**

Enforcement of the Zoning Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) per the CEQA Guidelines (California Code of



Regulations, Section 15268). Furthermore, Guidelines Section 15270 indicates that CEQA does not apply to projects that are disapproved.

**RECOMMENDATION**

Find that the intent and current uses of the Central Business Zone do not include mini-storage facilities and deny Appeal No. 2018-01/Schlick

**ATTACHMENTS**

- Letter with Director's Decision
- Copy of Inyo County Code 18.44 Central Business



**Inyo County Planning Department**  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526

Phone: (760) 878-0263  
(760) 872-2706  
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E-Mail: [InyoPlanning@inyocounty.us](mailto:InyoPlanning@inyocounty.us)

December 14, 2017

Mr. Kent Schlick  
PO Box 788  
Big Pine, CA 93513

**Re: Zoning Confirmation for Mr. Kent Schlick – 160 N Main St, Big Pine, CA 93513.**

Mr. Schlick,

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The review of the Inyo County Code, Title 18 Zoning; Chapter 18.44 CB District – Central Business, could not produce any similarities between the listed permitted or conditional uses and your proposed business to satisfy the requirement of “similar use”. A mini-storage facility is also not compliant with intent and purpose of the CB designation which is to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family residential uses. The Central Business zoning designation was established to correspond with the General Plan designation of Central Business District that also does not provide a similar use to a mini-storage facility as it focuses on small retail activities for central areas of communities and main streets.

This determination is based on the information provided and the codes, policies, and regulations currently in effect. If the information provided is inaccurate, or changes are enacted to existing code, policies, and/or regulations, this determination may become invalid.

Thank you for your inquiry. If you have any questions or would like additional information, please call me at (760) 878-0447 or email me at [crichards@inyocounty.us](mailto:crichards@inyocounty.us)

Sincerely,

Cathreen Richards  
Inyo County Planning Director

## Inyo County Code

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[Title 18 ZONING](#)

### Chapter 18.44 CB DISTRICT—CENTRAL BUSINESS

#### 18.44.010 Intent.

The purpose of the CBD zoning district is to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family. This zoning district implements the general plan central business district land use designation. (Ord. 1128 § 3, 2007.)

#### 18.44.020 Permitted uses.

The following principle uses are permitted in the CB district, plus such other uses as the planning director may deem to be similar and not detrimental to other uses permitted in this zone, subject to Section 18.81.020:

- A. Auto repair business;
- B. Church/community assembly;
- C. General hospital/medical services;
- D. Libraries and museums;
- E. Banks and financial services;
- F. Business support services;
- G. Indoor entertainment;
- H. Eating/drinking establishments;
- I. Food and beverage sales, including liquor;
- J. Hotels and motels (including bed and breakfasts);
- K. Office—Business, professional, and medical;
- L. Personal services;
- M. Retail sales/rentals;
- N. Specialized education and training;
- O. Bus and transit shelters;
- P. Parking lots/park and ride lots;
- Q. Gas stations;
- R. Public and quasi-public buildings;
- S. Mixed use. (Ord. 1128 § 3, 2007.)

#### 18.44.030 Conditional uses.

The following are conditional uses in the CB district, and shall be permitted only if approved by the planning commission:

- A. Public utility facility or substation, not including any service yard or repair shop;
- B. Mortuary;

C. Combination signs, electronic signs, informational kiosks and directory boards, off-site directional signs, off-site advertising signs not exceeding fifty square feet in sign area, tall wall signs, and three-dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Section 18.44.050;

D. Multiple-family dwellings;

E. A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman;

F. Child care;

G. Any permitted use when combined with or involving any outdoor display of goods, outdoor seating, or outdoor business activity. (Ord. 1128 § 3, 2007.)

#### **18.44.040 Accessory uses.**

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The following are accessory uses permitted in the CB district:

A. Emergency housing, in conformance with the policies stated in the housing element of the Inyo County general plan;

B. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Section 18.44.050. (Ord. 1128 § 3, 2007.)

#### **18.44.050 Development standards.**

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The following are minimum standards for development in the CB zone, except as otherwise provided in this title or as modified for conditional uses:

A. Maximum height of buildings:

1. Principle buildings: three stories or forty feet,
2. Accessory buildings: two stories or twenty-five feet;

B. Minimum parcel size, ten thousand square feet;

C. Parcel width: fifty feet;

D. Front yard: zero;

E. Rear yard: zero;

F. Side yard: zero;

G. Density:

1. 7.6—24.0 dwelling units/acre,
2. Maximum floor area ratio: 1.0;

H. Off-Street Parking Required. One parking space for each four hundred square feet of usable floor area, or as determined by planning director. Parking will be located on-site, except as approved by the planning director;

I. Residential Adjacency Exceptions. Where a parcel abuts a residentially zoned parcel and no public right-of-way for a street or alleyway lies between the central business and residentially zoned parcels, the following standards apply to the lot line that is common to the central business and residentially zoned parcels:

1. Rear Yard Setback: same as is required for residential parcel,
2. Side Yard Setback: same as is required for residential parcel,
3. Building Height: average of what is required for residential parcel and what is required of commercial parcel;

J. Existing Parcel Size. Notwithstanding subsection B of this section, parcels with an area of less than ten thousand square feet that exist on creation of this Chapter 18.44 comply with the minimum parcel size standard of this chapter. (Ord. 1128 § 3, 2007.)

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View the [mobile version](#).

#25

Amy Shepherd  
Auditor- Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391



**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
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RUSTY HUERTA  
Office Technician II  
[rhuerta@inyocounty.us](mailto:rhuerta@inyocounty.us)

April 3, 2018

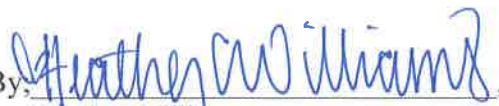
Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: , Deputy  
Heather Williams

# STATEMENT

## MONEY IN COUNTY TREASURY

FOR JANUARY - MARCH 2018

STATE OF CALIFORNIA  
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26921 of the Government Code, and being duly sworn on oath, makes the following report for the period ending March 29, 2018.

Amount of money that should be in the treasury on March 29, 2018

is	\$134,958,110.83	
Receipts from 12/29/17-03/29/18	\$32,817,328.69	
(Less paid warrants) Amount actually therein is	(\$38,680,110.10)	
Active Balance		\$7,565,948.43
Silver		\$5.96
Currency		\$2,386.00
Certificates of Deposit		\$91,295,963.44
CD		\$22,237,000.00
Local Agency Debt		\$1,412,841.56
Deposits on Hand		
Corp Obligation		\$3,642,126.53
	129,095,329.42	\$126,156,271.92

Difference:

03/29/18 F/A MATURITY (\$2,000,000.00)  
03/29/18 CD MATURITY (\$248,000.00)  
03/29/18 REMOTE DEPOSIT (\$715,082.15)

11/13/17 CASH RECON ERROR (\$.50)  
DEP CORRECTION \$11.98  
DEP CORRECTION \$888.17  
12/28/17 EL D CASH DEP TRANSIT \$23,125.00

Amy Shephard

County Auditor

Subscribed and sworn to before me this 3rd day of April



[Signature]

Assistant Clerk of the Board of Supervisors  
INYO COUNTY

RECEIPTS FROM 12/29/17 TO 03/29/18  
 LESS PAID WARRANTS DATED 12/28/2017

DATE	3/29/18
BALANCE	\$134,958,110.83
	\$32,817,328.69
SUBTOTAL	\$167,775,439.52
	\$38,485,909.24
	\$194,200.86
<b>TOTAL</b>	<b>\$129,095,329.42</b>

**ACTIVE ACCOUNTS**

UNION BANK	\$7,421,715.26
EL DORADO SAVINGS BANK	\$134,233.17
EL DORADO SAVINGS BANK	\$10,000.00

**INACTIVE ACCOUNTS**

STATE LOCAL AGENCIES	\$10,500,000.00
BANK DEP ON HAND	\$0.00
COMMERCIAL PAPERS	\$12,366,611.94
FEDERAL AGENCIES	\$65,929,351.50
UBS MONEY MARKET	\$2,500,000.00
CD	\$22,237,000.00
LOCAL AGENCY DEBT	\$1,412,841.56
CORP ORATE OBLIGATION	\$3,642,126.53
CHECKS	\$0.00
CURRENCY	\$2,386.00
SILVER	\$5.96

\*FFCB 313EEK33\* \$1500 Premium

**TOTAL** **\$126,156,271.92**

**CURRENCY:**

**DRAWER**

**VAULT**

100'S	0.00
50'S	0.00
20'S	180.00
10'S	50.00
5'S	30.00
2'S	0.00
1'S	36.00

800.00
100.00
940.00
60.00
140.00
0.00
50.00

**SUB TOTAL:** 296.00

2,090.00

**SILVER:**

DOLLARS	
HALVES	
QTRS	\$2.50
DIMES	\$1.90
NICKELS	\$1.35
PENNIES	\$0.21


**SUB TOTAL:** \$5.96

\$0.00

**GRAND TOTAL:** 301.96

2,090.00

**VERIFIED BANK BALANCES**

Union Bank  
 ACCT#2740013710  
 800-798-6466  
 FAX#800-898-2329  
 INTERNET PRINT OUT  
 \$10,310,989.46

El Dorado Savings Bank  
 ACCT#24-32-029703  
 \$134,233.17

El Dorado Savings Bank  
 ACCT#24-30-52107  
 \$10,000.00





Date: \_\_\_\_\_ April 3, 2018

**BANK RECONCILIATION AS OF**

Date: \_\_\_\_\_ March 29, 2018

**UNION BANK OF CALIFORNIA**

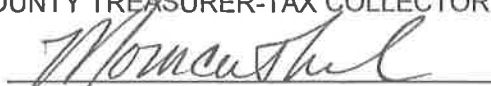
Treasurer's Balance		\$7,421,715.26
Minus:	Checks Paid (Not yet posted)	(\$322,594.54)
	Remote Deposit	\$715,082.15
Plus:	UB Direct Deposit (Not yet Received)	\$248,786.59
	F/A & CD Maturities	<u>\$2,248,000.00</u>
	<b>UBOC Balance:</b>	<b>\$10,310,989.46</b>

**EL DORADO SAVINGS**

Treasurer's Balance:	Acct 24-32-029703	\$134,233.17
	Dept Direct Deposit (Not yet Received)	\$0.00
	<b>El Dorado Balance:</b>	<b>\$134,233.17</b>
Treasurer's Balance:	Acct 24-30-52107	\$10,000.00
	Dept Direct Deposit (Not yet Received)	\$0.00
	<b>El Dorado Balance:</b>	<b>\$10,000.00</b>

Alisha McMurtrie  
INYO COUNTY TREASURER-TAX COLLECTOR

By:

  
\_\_\_\_\_  
Monica Tinlin, Deputy