

# 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 fewer 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.

### December 4, 2018

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

#### **CLOSED SESSION**

2. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Risk Manager.
3. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957]** – Title: Planning Director.
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 Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

**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**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Assistant Assessor Tracy Morgan; Rigoberto Salamanca, Heavy Equipment Mechanic, Public Works; and Darcy Duro, Animal Services Shelter Attendant, and Michael Atkins, Deputy, Sheriff's Office.

#### **CONSENT AGENDA** (Approval recommended by the County Administrator)

##### **COUNTY ADMINISTRATOR**

9. **Parks & Recreation** – Request Board: A) declare BearSaver of Ontario, CA a sole-source provider of specialized trash/recycle bins for County campgrounds; and B) authorize the purchase of nine BearSaver trash/recycle bins in the amount of \$9,975.60.

**COUNTY CLERK-RECORDER-REGISTRAR OF VOTERS**

10. Request Board authorize payment to Dominion Voting Systems in the amount of \$14,546.26 for annual ImageCast Software License Maintenance and Support Fee and Extended Warranty Fee.

**COUNTY COUNSEL**

11. Request Board: A) receive and approve the 2018 Conflict of Interest Code Biennial Reports from the following County Departments: Environmental Health, Local Transportation Commission, Public Administrator/Public Guardian, Public Works, and Sheriff; and B) receive and approve the amended Conflict of Interest Code for the following departments: Environmental Health and Public Works.

**PUBLIC WORKS**

12. Request Board: A) approve the plans and specifications for the Jail Water Heater Re-Pipe Project; and B) authorize the Public Works Director to advertise and bid the project.
13. Request Board: A) award the construction contract for the South County Striping Project to Sterndahl Enterprises, Inc. of Sun Valley, CA, in the amount of \$177,384.00; B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

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

14. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve the agreement between the County of Inyo and Plumas County for the period of July 1, 2018 through June 30, 2019 for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium and authorize the HHS Director to sign.
15. **PUBLIC WORKS** – Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, Section 22050 (C) (1), request Board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility (*4/5ths vote required*).
16. **PROBATION** – Request Board ratify and approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program in an amount not to exceed \$31,840 for the period of July 1, 2018 to June 30, 2019, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.
17. **PROBATION** – Request Board ratify and approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for an Extended Day Program in an amount not to exceed \$21,227 for the period of July 1, 2018 for the period of June 30, 2019, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.
18. **PROBATION** – Request Board review a Letter of Intent to Contract for Pretrial Services with the Superior Court of California, County of Inyo, and authorize the Chief Probation Officer to sign the letter and file it with the Judicial Council of California.
19. **COUNTY ADMINISTRATOR – Purchasing** – Request Board authorize payment to The Tree House Inc. for prior-year invoices totaling \$3,231.52.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **CLERK OF THE BOARD** – Request Board: A) amend the September 4, 2018 Board Order regarding the Board’s Fiscal Year 2018-2019 Budget Hearings discussion to include the full total Fund Balance amount certified by the Auditor-Controller; and B) amend the minutes of the September 4, 2018 Budget Hearings, first section, fifth sentence, to include the full total Fund Balance amount certified by the Auditor-Controller.
26. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of October 2, 2018, October 9, 2018, October 16, 2018, November 6, 2018, November 13, 2018, and November 20, 2018.

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

- 11 a.m. 27. **AG COMMISSIONER/PLANNING** – Request Board:
- A) receive a presentation from staff on potential hemp activities in the county;
  - B) conduct a public hearing on a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Sections 18.78.370, 18.06.263, 18.06.422 and Subsections 18.12.040.Q, 18.56.040.L, 18.56.040.M, 18.57.040.M and 18.57.040.N to the Inyo County Code Regarding Hemp Activities,” and enact said ordinance; and
  - C) certify that the provisions of the California Environmental Quality Act have been met.
28. **AG COMMISSIONER** – Request Board: A) conduct a public hearing on proposed commercial business license annual fees; and B) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California Establishing Annual Commercial Cannabis Businesses License Fees.”
29. **AG COMMISSIONER** – Request Board:
- A) conduct a public hearing to consider county commercial cannabis licenses for retail classification licenses in cannabis Zone 1;
  - B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County Code Section 5.40.090(H) and authorize issuance of licenses contingent on the county establishing fees, the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the county and the state of California including payment of all required fees and taxes; and
  - C) deny those applications that failed to meet the 80% minimum requirement and authorize final letters of rejection.

**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)

30. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

31. **Inyo County Sheriff** – Sheriff's Office and Jail overtime reports for July, August, September and October 2018.
32. **Department of Alcoholic Beverage Control** – Application for On-Sale General Liquor License for Public Premises for Jake's Saloon, 119 N. Main St., Lone Pine, CA.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 9

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

**FROM:**            Parks & Recreation

**FOR THE BOARD MEETING OF:**            **December 4, 2018**

**SUBJECT:**            Authorization for the purchase of Bear Saver Trash/Recycling Bins

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- 1) Declare Bear Saver as a Sole Source Provider for the purchase of nine trash/recycle bins for the County campgrounds and;
- 2) Authorize the purchase of nine Bear Saver trash/recycle bins in the amount of \$9,975.60.

**SUMMARY DISCUSSION:**

Annually, Inyo County Parks & Recreation receives a grant in the amount of \$10,000 from the Department of Resources Recycling and Recovery (CalRecycle). These funds are designated to improve recycling activities within the County.

The Parks Department has, for the past three years, utilized this funding to systematically replace the heavily used trash/recycle bins in the County operated parks and campgrounds. The department proposes to once again apply this year's allocation to purchase nine additional bins at a cost of \$9,975.60.

The bins used at County Parks are manufactured by Bear-Saver . These design patented, double receptacles are ADA compliant and meet the standards established by the U.S. Park Service. Since they are unique, it is also requested that Bear Saver be declared as a sole source provider for these containers.

**ALTERNATIVES:**

Your Board could choose not to authorize the purchase. This would preclude the replacement of heavily used bins in the parks and campgrounds. Your Board then could direct staff to explore other uses for the funding or forfeit the grant entirely.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Parks & Recreation Fiscal Year 2018/2019 budget, 076900, includes funding in object code 5232, Equipment less than \$5000, for the purchase of trash/recycle bins.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/14/2018</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:**

(Not to be signed until all approvals are received)

*Richard Brown*

Date: 11/15/18



**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: Kammi Foote, Clerk-Recorder, Registrar of Voters**

**FOR THE BOARD MEETING OF: December 4, 2018**

**SUBJECT: Approval to authorize payment to Dominion Voting Systems for ImageCast Software Annual License Maintenance and Support Fee and Extended Warranty Fee**

**DEPARTMENTAL RECOMMENDATION:**

Request Board to authorize payment to Dominion Voting Systems in the amount of \$14,546.26 from Elections for annual ImageCast Software License Maintenance and Support Fee and Extended Warranty Fee contingent upon the adoption of the 2018-2019 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Dominion Voting Systems is the sole source provider of election related services, support and software for Inyo County's voting system. This system includes the ImageCast Central Tabulators, BMD Accessible Units, Activation Stations as well as Adjudication Stations. The software license and support services for the voting machines and scanning systems currently owned by the County can only be purchased from Dominion Voting Systems.

**ALTERNATIVES:**

The Board can deny the payment of this payment. Without this contract Inyo County could not conduct an election that complied with Federal election requirements.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

The monies are currently budgeted in the Elections 2018-2019 budget (011000-5311).

**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: yes Date: 11/14/18

**AUDITOR/CONTROLLER:**

**ACCOUNTING/FINANCE AND RELATED ITEMS** (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

 Approved: yes Date: 11/20/2018

**PERSONNEL DIRECTOR:**

**PERSONNEL AND RELATED ITEMS** (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 11/26/18

# DOMINION VOTING



1201 18th Street, Suite 210  
 Denver CO 80202 United States  
 FED ID#27-0565149

Invoice Date	10/5/2018
Invoice #	DVS126262
Page	1

**Bill To:**

Inyo County, CA  
 County Clerk - Kammi Foote  
 PO Box F / 168 North Edwards Street  
 Independence CA 93526-0606

**Ship To:**

Inyo County, CA  
 County Clerk - Kammi Foote  
 PO Box F / 168 North Edwards Street  
 Independence CA 93526-0606

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
CONTRACT DEC 2017		USCAINYOCO	MALBERT	BEST WAY	Net 30	10/5/2018	29,563	
Ordered	Shipped	B/O	Item Description	Item Number	Discount	Unit Price	Ext. Price	
1	1	0	01/01/19-12/31/19 Democracy Suite Annual License		\$ 0.00	\$ 1,700.00	\$ 1,700.00	
1	1	0	01/01/19-12/31/19 Adjudication Mobile Annual License		\$ 0.00	\$ 1,000.00	\$ 1,000.00	
2	2	0	01/01/19-12/31/19 ICC Annual License		\$ 0.00	\$ 2,575.00	\$ 5,150.00	
10	10	0	01/01/19-12/31/19 ICX Annual License		\$ 0.00	\$ 150.00	\$ 1,500.00	
2	2	0	01/01/19-12/31/19 ICC Extended Warranty Fee		\$ 0.00	\$ 1,500.00	\$ 3,000.00	
10	10	0	01/01/19-12/31/19 ICX Extended Warranty Fee		\$ 0.00	\$ 115.00	\$ 1,150.00	
<b>REMIT TO:</b> Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214					<b>COURIER ADDRESS:</b> Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349		<b>Subtotal</b>	\$ 13,500.00
							<b>Tax</b>	\$ 1,046.26
							<b>Freight</b>	\$ 0.00
							<b>Trade Discount</b>	\$ 0.00
							<b>Total</b>	\$ 14,546.26

**Comments:**

Coverage Period: Jan 1, 2019 - Dec 31, 2019



found no findings and added that the fee is scheduled to sunset on December 31, 2017. Supervisor Griffiths asked whether the Board was going to be asked to extend the fee. Clerk-Recorder Kammi Foote said she recommended letting it sunset because her costs for redacting Social Security numbers are very minimal now, compared to when her office had to redact documents going back to 1980. Supervisor Griffiths thanked Martindale for putting the report together. Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the Second Review of the Social Security Number Truncation Program report prepared by the Auditor's Office. Motion carried unanimously, with Supervisor Pucci absent.

**CLERK-RECORDER –  
DOMINION VOTING  
SYSTEMS NEW  
VOTING SYSTEM**

Clerk-Recorder Kammi Foote appeared before the Board requesting authorization to enter into a contract with a vendor for a new voting system, noting it could be delivered and installed by mid-January. She said Inyo County was the first in California to go through the Request for Proposals process rather than selecting sole-source vendors, and by doing so saved the County and taxpayers a substantial amount of money. She also thanked the CAO and Auditor-Controller for helping to save an additional \$40,000 by suggesting an outright purchase over a lease agreement. She added that the contract includes an eight-year service agreement. Supervisor Griffiths pointed out that the last voting system cost the County \$700,000, and commended Foote for extensively and innovatively searching for the best solution for Inyo County. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to: A) authorize the Clerk-Recorder to enter into a contract with Dominion Voting Systems, Inc. of Denver, CO for the provision of New Voting System in an amount not to exceed \$201,796 plus shipping for the period of the Agreement-effective date through December 31, 2025; B) declare Dominion Voting Systems, Inc. the sole-source provider for a New Voting System and Managed Services related to the New Voting System; and C) amend the Fiscal Year 2017-2018 Election Innovations Budget (Budget 500202) as follows: increase appropriation in Equipment (Object Code 5650) by \$211,796 (4/5ths vote required). Motion carried unanimously, with Supervisor Pucci absent.

**HHS-BEHAVIORAL  
HEALTH – CDHCS  
MENTAL HEALTH  
CONTRACT**

HHS Deputy Director - Public Health and Prevention Anna Scott presented for approval and ratification a standard, annual \$0 contract that sets forth the requirements for providing mental health services. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to ratify and approve the performance contract between Inyo County Mental Health and the State of California, Department of Health Care Services for the provision of county mental health services for the one-year period of July 1, 2017 through June 30, 2018 and authorize the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause. Motion carried unanimously, with Supervisor Pucci absent.

**HHS-FIRST 5 –  
AMENDED BYLAWS  
APPROVAL**

HHS Deputy Director - Public Health and Prevention Anna Scott said the First 5 Children and Families Commission has approved a change in its bylaws to allow the inclusion of an alternate member from the Board of Supervisors, at the Board's request, and First 5 is now bringing the bylaws back for Board approval. She said the Board could also appoint an alternate now or, given the lateness in the year, wait until its annual committee appointments in January. Chairperson Tillemans thanked staff and County Counsel for their work on the change, and said he didn't think appointing anyone now was necessary. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve amended bylaws for the First 5 Children and Families Commission adding an alternate member of the Board of Supervisors to its composition. Motion carried unanimously 3-0, with Supervisor Pucci absent and Supervisor Kingsley out of the room.

**HHS-FIRST 5 –  
COMMITTEE  
APPOINTMENTS**

HHS Deputy Director - Public Health and Prevention Anna Scott presented a list of nominees seeking appointment or re-appointment to the First 5 Children and Families Commission. Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to appoint and/or reappoint the following individuals to the First 5 Children and Families Commission: Eileen Dougherty to an unexpired three-year term ending December 5, 2018 to be filled by a parent; Amanda Miloradich to an unexpired three-year term ending December 5, 2018 to be filled by someone with experience in the early health field; Robyn Wisdom to a three-year term ending December 5, 2020 to be filled by a specialist in early childhood development; Melissa Best-Baker to an unexpired three-year term ending April 20, 2020 to be filled by the designee of the Health and Human Services Director, as defined in Health and Safety Code Section 130140; and Anna Scott to an unexpired three-year term ending April 20, 2020 to be filled by the Health and Human Services Director or his/her designee. Motion carried unanimously, with Supervisor Pucci absent.

# Agenda



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**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.

### December 19, 2017

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

#### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (two cases).
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator; and Marshall Rudolph, County Counsel. Negotiating Parties: Inyo County and Inyo County Development LLC. Under Negotiations: price and terms of payment.

**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**

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **PRESENTATION** – The County Administrator will announce the winners of the Fifth Annual Inyo County Offices Holiday Door Decoration Contest.
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Jean Bigham, Integrated Caseworker III, Marissa D. Hobbs, Registered Nurse, and Timothy Whitney, In-Home Supportive Services Nurse, HHS.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

#### COUNTY ADMINISTRATOR

9. Request Board approve a purchase order to OKU Solutions in an amount not to exceed \$20,000 for costs associated with cell tower site mapping and related services.
10. **Information Services** – Request Board approve Inyo County's participation in the Local Update Census Addresses (LUCA) Operation in support of the U.S. Census Bureau's decennial census of 2020.

**PUBLIC WORKS**

11. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Water Department Roof Sealing Project."
12. Request Board approve Amendment 2 to current Standard Contract No. 116 with Wilder Barton for the operation and maintenance of the Independence, Laws and Lone Pine town water systems, extending the term through December 31, 2018, unless terminated earlier, and increasing the total contract amount not to exceed \$924,300, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

13. **AUDITOR-CONTROLLER** – Request Board approve the Second Review of the Social Security Number Truncation Program report prepared by the Auditor's Office.
14. **CLERK-RECORDER** – Request Board: A) authorize the Clerk-Recorder to enter into a contract with Dominion Voting Systems, Inc. of Denver, CO for the provision of New Voting System in an amount not to exceed \$201,796 plus shipping for the period of the Agreement-effective date through December 31, 2025; B) declare Dominion Voting Systems, Inc. the sole-source provider for a New Voting System and Managed Services related to the New Voting System; and C) amend the Fiscal Year 2017-2018 Election Innovations Budget (Budget 500202) as follows: increase appropriation in Equipment (Object Code 5650) by \$211,796 (*4/5ths vote required*).
15. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the performance contract between Inyo County Mental Health and the State of California, Department of Health Care Services for the provision of county mental health services for the one-year period of July 1, 2017 through June 30, 2018 and authorize the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.
16. **HEALTH & HUMAN SERVICES – First 5** – Request Board: A) approve amended bylaws for the First 5 Children and Families Commission adding an alternate member of the Board of Supervisors to its composition; and either B) appoint from your membership an alternate member to the First 5 Children and Families Commission to fill the 2017 calendar year alternate position for the remainder of 2017; or C) choose to delay the alternate appointment until the Board makes its 2018 committee appointments in January.
17. **HEALTH & HUMAN SERVICES – First 5** – Request Board appoint and/or reappoint the following individuals to the First 5 Children and Families Commission:
  - Eileen Dougherty to an unexpired three-year term ending December 5, 2018 to be filled by a parent;
  - Amanda Miloradich to an unexpired term ending December 5, 2018 to be filled by someone with experience in the early health field;
  - Robyn Wisdom to a three-year term ending December 5, 2020 to be filled by a specialist in early childhood development;
  - Melissa Best-Baker to an unexpired three-year term ending April 20, 2020 to be filled by the designee of the Health and Human Services Director, as defined in Health and Safety Code Section 130140; and
  - Anna Scott to an unexpired three-year term ending April 20, 2020 to be filled by the Health and Human Services Director or his/her designee.

*(Notices of Vacancy resulted in responses from the above-named individuals.)*
18. **PUBLIC WORKS** – Request Board receive report from staff on the status of the Independence Town Water System Transmission Main and authorize staff to proceed with emergency repairs.
19. **PUBLIC WORKS** – Request Board amend the Fiscal Year 2017-2018 Bishop Airport Apron Budget (Budget 630304) as follows: increase estimated revenue in Federal Grants (Object Code 4555) by \$154,375 and increase appropriations in Professional Services (Object Code 5265) by \$154,375 (*4/5ths vote required*).

20. **PUBLIC WORKS** – Request Board ratify and approve the Lease Agreement between the County of Inyo and Eastern Sierra Transit Authority, JPA for the parking space at the Bishop Airport for an initial period of two years with four, one-year options to extend, in an annual amount of \$3,312 payable to the County in monthly installments of \$276 beginning December 1, 2017 and ending November 30, 2019, contingent on the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
21. **PUBLIC WORKS** – Request Board ratify and approve the Lease Agreement between the County of Inyo and Eastern Sierra Transit Authority, JPA for the terminal building at the Bishop Airport for an initial period of two years with four, one-year options to extend, in an annual amount of \$16,560 payable to the County in monthly installed of \$1,380 beginning December 1, 2017 and ending November 30, 2019, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
22. **COUNTY ADMINISTRATOR/COUNTY COUNSEL/PUBLIC WORKS** – Request Board consider approving a Credit Rating Agreement with Inyo County Development LLC whereby it will obtain an updated credit rating for the County, the cost of which the County would potentially reimburse in the amount of \$20,000 under terms specified in the Agreement, and authorize the County Administrator to sign.
23. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board ratify, approve and authorize the Chairperson to sign Amendment No. 1 to the contract between the County of Inyo and Preferred Septic and Disposal, Inc. to start on July 1, 2017 increasing the contract limit payable under the agreement from \$116,496 to \$157,407 and modifying the schedule of fees for the Olancha, Keeler, and Darwin Waste Removal Contract.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **HEALTH & HUMAN SERVICES – Public Health and Prevention** – Request Board receive a presentation regarding new funding and associated requirements for the tobacco control program and provide direction to staff for development of Tobacco Control Agreement and associated tobacco control plan.

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

- 1:15 p.m. 30. **COUNTY SERVICES YEAR-IN-REVIEW PRESENTATION** – The County Administrator and County Departments Heads will review departmental highlights in providing public services during 2017. (Presentations will be kept to a strict five-minute limit.)

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*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)

31. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND INYO COUNTY, CA

This Voting Systems Agreement (the "Agreement"), dated the 13<sup>th</sup> day of October, 2017 (the "Effective Date"), for a voting system services, software licenses and related services is made by and between Inyo County, CA having its principal office located at 1400 W Lacey Blvd., Hanford, CA 93230 (hereinafter the "Customer"), and Dominion Voting Systems Inc., having its principal office located at 1201 18<sup>th</sup> Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, the Customer desires to purchase voting system services, and software use licenses; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish the System (as defined herein) to the Customer.

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Exhibit A attached hereto (Pricing Summary and Deliverables Description) and all other services related to the performance of this Agreement.

Exhibit A: Pricing Summary and Deliverables Description  
Exhibit B: Software License Terms and Conditions

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" and variations thereof, means the successful completion by the Customer of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and agreed to by the parties, or the occurrence of other events defined in Section 8.

2.2 "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information of a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to a another Party (the "Receiving Party") in tangible form conspicuously marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion Software and associated documentation.

- 2.3. "Dominion Hardware" means the ImageCast<sup>®</sup> system hardware as more specifically described in Exhibit A.
  - 2.4. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:
  - 2.5. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.
  - 2.6. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 2.7. "License" has the meaning set forth in Section 7.
  - 2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
  - 2.9. "Third Party Software" means manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2025, unless sooner terminated or extended as provided herein.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Deliver the System and services as described in Exhibit A - Pricing and Payment Summary and Deliverables Description.
  - 4.2. Provide the Customer with a Dominion Software use License as described in Exhibit B - Software License Terms.
  - 4.3. Assign a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.

- 4.4. Assist in the Acceptance testing process as required by Section 8 herein.
- 4.5. Provide Customer with one (1) reproducible electronic copy of the documentation.
- 4.6. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.

**5. Customer's Responsibilities.** Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
  - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
  - 5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 5.2. Assign a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 5.3. Conduct Acceptance testing process as required by Section 8.
- 5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.
- 5.5. When applicable, for election setup and database creation services as described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.



## 6. Title and Risk of Loss.

- 6.1. Title to the System, Excluding All Software. Title to the System, or any portion thereof, excluding software and firmware, will pass to Customer upon delivery.
- 6.2. Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is Accepted by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

## 7. Software License and Use.

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.
- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party License Agreements by Customer's first use of the System.

## 8. Acceptance.

- 8.1. Dominion Software or Dominion Hardware Testing. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

- 8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided Acceptance criteria, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.
- 8.4. System Conformance. Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in the Agreement in a manner that does not affect the performance of the System, in whole or in part, and Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

## 9. Warranties.

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms.
- 9.2. Third Party Products. The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.
- 9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
- 9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Dominion shall perform the annual PM and will replace any and all parts

that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**10. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**11. Indemnification.** Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

**12. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Confidential Information.**

13.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

13.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by the Customer. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**14. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

## 15. Termination.

- 15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 15.2 For Non-Appropriation of Funds. The Customer shall not be obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

**16. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

**17. Survival.** The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

**18. Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of competent jurisdiction located in the State of California will have jurisdiction to hear and determine questions relating to this Agreement.

19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. **Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

21. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Ste. 210  
Denver, CO 80202

If to the Customer:

Inyo County Clerk-Recorder  
Attn: Kammi Foote, Clerk-Recorder  
168 N. Edwards Street  
Independence, CA 93526

22. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

23. **Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

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

**DOMINION VOTING SYSTEMS, INC.**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Poulos  
\_\_\_\_\_  
PRINTED NAME

President & CEO  
\_\_\_\_\_  
TITLE

11/21/2017  
\_\_\_\_\_  
DATE

**INYO COUNTY, CA**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

Kammi Foote  
\_\_\_\_\_  
PRINTED NAME

Inyo County Registrar of Voters  
\_\_\_\_\_  
TITLE

1/2/2018  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**VOTING SYSTEM AGREEMENT**  
**BY AND BETWEEN DOMINION VOTING SYSTEMS**  
**AND INYO COUNTY, CA**

**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity	Unit Price	Extended Price
<b>ImageCast Central Tabulator</b> Canon DR-G1130 high speed document scanner, OptiPlex 7440 All-in-One Series with pre-loaded software, ImageCast Central Software, Twain driver, ibutton driver, DR-G1130 driver, One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables.	2	\$25,000	\$ 50,000
<b>ImageCast X – BMD Accessible Units</b> 21 inch touchscreen tablet, ICX Firmware, Tablet, ATI accessible unit, 5 voter activation cards, printer, cables, power cord	10	\$ 3,175	\$ 31,750
<b>ImageCast X Voter Activation Stations</b> Dell Laptop, ICX Activation software Smart Card Reader/Writer	5	\$ 1,200	\$ 6,000
<b>ImageCast X Voting Booths</b>	10	\$ 350	\$ 3500
<b>ImageCast X Pollworker Smartcards</b>	10	\$ 8	\$ 80
<b>ImageCast X Technician Smartcards</b>	2	\$ 8	\$ 16
<b>Election Management Software &amp; Hardware</b>			
Democracy Suite Light Software	1	\$ 8,500	\$ 8,500
ImageCast Adjudication Application	1	\$ 5,000	\$ 5,000
Democracy Suite EMS Server Hardware Kit – up to 7 clients	1	\$ 12,000	\$ 12,000
Democracy Suite EMS Server Hardware Kit – Upgrade of adjudication station, client workstation and server (during the Term of the Agreement)	1	\$ 12,000	\$ 12,000
Democracy Suite EMS Workstation	1	\$ 1,400	\$ 1,400
Democracy Suite Adjudication Hardware Kit	1	\$ 1,400	\$ 1,400
EMS Report Printer	1	\$ 250	\$ 250



Shipping	N/A	TBD	TBD
<b>Implementation and Training</b>			
Project Management and Implementation Support	10	\$ 2,500	\$ 25,000
Product Implementation and Support Training	1	\$ 2,000	\$ 2,000
Democracy Suite Training	1	\$ 2,000	\$ 2,000
System Acceptance Testing Training	1	\$ 2,000	\$ 2,000
ICX Operator Training	1	\$ 2,000	\$ 2,000
ICC and Adjudication Operator Training	2	\$ 2,000	\$ 4,000
Pollworker Train the Trainer	1	\$ 2,000	\$ 2,000
<b>Election Set Up and Support</b>			
Election Set Up (12 Elections Total)	12	\$ 4,200	\$ 50,400
Election Day Support (2 Elections Total)	2	\$ 4,500	\$ 9,000
<b>SUBTOTAL</b>			<b>\$ 230,296</b>
<b>Democracy Suite Hardware Upgrade (Discount)</b>		1	(\$12,000)
<b>General Discount</b>		1	(\$16,500)
<b>TOTAL EXTENDED PRICE</b>			<b>\$ 201,796</b>

#### ANNUAL SOFTWARE LICENSE

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extended Price
Democracy Suite Light Software	1	\$ 1,700	\$ 1,700
ImageCast Adjudication Application	1	\$ 1,000	\$ 1,000
ImageCast Central Tabulator Software	2	\$ 2,575	\$ 5,150
ImageCast X – BMD Accessible Units	10	\$ 150	\$ 1,500

\* Dominion reserves the right to adjust the Annual Software License Fee within five percent (5%) of the then current fee.

#### ANNUAL HARDWARE WARRANTY

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Software	2	\$ 1,500	\$ 3,000
ImageCast X – BMD Accessible Units	10	\$ 115	\$ 1,150

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer.

ID	Payment Invoice Date	Payment Amount
1	Agreement Signing	\$121,078
2	Completion of System Acceptance	\$80,718
3	Shipping	TBD

3. **Detailed Deliverables Description**

- 3.1 **ImageCast® Central Scanner (ICC)**. Customer shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon DR-G1130 high speed document scanner
- 3.1.2 ImageCast® Central Software including third party Twain software
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 3.1.4 iButton Security Key
- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

- 3.2 **ImageCast® Software**. The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

- 3.2.1 **AuditMark®**. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

- 3.1 **ImageCast® X ("ICX") Application** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible

voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The ballots are scanned using ImageCast tabulator or scanner.

- 3.2 ***Democracy Suite Light Software*** consists of the following components:
- 3.2.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.
  - 3.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 3.3 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.
- 3.4 ***Implementation Services and Training.*** Dominion will provide the following training as described herein.
- 3.4.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.
  - 3.4.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
  - 3.4.3 ImageCast® I CC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
  - 3.4.4 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.

- 3.4.5 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.
- 3.4.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period
- 3.4.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.
- 3.4.8 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.
- 3.5 ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for the twelve (12) Elections during the term of the initial contract. Ballot definition services will be provided in English only and will include the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense.
  - 3.5.1 2018 - Primary Election
  - 3.5.2 2018 - General Election
  - 3.5.3 2020 - Primary Election
  - 3.5.4 2020 - General Election
  - 3.5.5 2022 - Primary Election
  - 3.5.6 2022 - General Election
  - 3.5.7 2024 - Primary Election
  - 3.5.8 2024 - General Election
  - 3.5.9 An additional four elections to be agreed upon by both parties
- 3.6 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.7 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.8 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.
- 3.9 ***Option to Purchase additional ICX units.*** The Customer shall have an option to purchase additional ImageCast X BMD Accessible units through the 2020 calendar year at a price of \$3,175.00 per unit.

## EXHIBIT B

### SOFTWARE LICENSE TERMS AND CONDITIONS

#### 1. Definitions.

- 1.1. "Agreement" shall mean the agreement between the Parties for the use of the licensed Software.
- 1.2. "Licensee" shall mean the Customer defined in the general terms and conditions of this Agreement.
- 1.3. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "Software" means the Democracy Suite<sup>®</sup> and ImageCast<sup>®</sup> software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.7. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

#### 2. License Terms.

- 2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. When applicable, Licensor shall sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.
- 2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. **Payment.** In consideration of the grant of the license, the Licensee shall pay the license fees set forth in Exhibit A of this Agreement.

4. **Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. **Upgrades.** In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. **Certification Requirement.** Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

7. **Warranties.** The following warranties will apply to all Software during the Term.

7.1. **Software Warranty Terms.** Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

7.3 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

- (i) any commercial or non-commercial printer
- (ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. **No Copyright Warranties.** LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.





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

For Clerk's Use Only; AGENDA NUMBER
11

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: December 4, 2018**

**SUBJECT: APPROVAL OF 2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORTS AND CONFLICT OF INTEREST CODES**

**DEPARTMENTAL RECOMMENDATION:**

1. Receive and approve the 2018 Conflict of Interest Code Biennial Reports from the following County Departments (Attachments A.1. through A.5.)
  - A.1. Environmental Health
  - A.2. Local Transportation Commission (LTC)
  - A.3. Public Administrator/Public Guardian (PAPG)
  - A.4. Public Works
  - A.5. Sheriff
  
2. Receive and approve the amended Conflict of Interest Code for the following Departments (Attachments B.1. through B.2.)
  - B.1. Environmental Health
  - B.2. Public Works

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1<sup>st</sup> of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1<sup>st</sup>, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 31, 2018, the Office of County Counsel notified each county department within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2018. All departments have submitted their conflict of interest code biennial reports.


County Departments who have reviewed their conflict of interest code and submitted their biennial report to the Board are attached (Attachments A.1. through A.5. above). By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, two (2) departments made necessary changes to their departmental conflict of interest codes (Attachment B.1-B.2.) and are seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

**ALTERNATIVES:** If the Board feels that a biennial report is not accurate, it may direct that the report be returned to the originating county department for revision. Likewise, if the Board feels that a designated employee or the disclosure category set forth in the conflict of interest code is not appropriate or in accordance with the requirements of the law, your Board may elect to return the conflict of interest code to the county department for further revision. The Board could also decline to approve and receive the biennial report or the conflict of interest codes. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

**OTHER AGENCY INVOLVEMENT:** n/a

**FINANCING:** The recommended action results in no financial impact to the County of Inyo.

<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: <u>yes</u> Date <u>11/20/18</u>

**DEPARTMENT HEAD SIGNATURE:**   
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 11/20/18

## 2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Kathe Barton  
Department Environmental Health  
Mailing Address P O Box 427, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code \_\_\_\_\_

Kathe Barton

Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Michael Errante, Executive Director  
Department Inyo County Local Transportation Commission  
Mailing Address PO Drawer Q, Independence, CA 93525  
Date of Review of Departmental Conflict of Interest Code November 5, 2018

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person  
Department  
Mailing Address  
Date of Review of Departmental Conflict of Interest Code

PATRICIA BARTON  
P.A.R.O.  
162 Grove St Suite 1, Bishop CA 93514.

  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Breanne Nelums  
Department Public Works  
Mailing Address P.O. Drawer Q Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code 11/06/18

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person RIANNAH READE  
Department OFFICE OF THE SHERIFF  
Mailing Address P.O. DRAWER S, INDEPENDENCE, CA 93526  
Date of Review of Departmental Conflict of Interest Code 10/2/18

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**CONFLICT OF INTEREST CODE OF THE**  
Environmental Health **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Environmental Health Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Environmental Health Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Environmental Health.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income



received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
**Environmental Health DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
Director of Environmental Health	1
Office Tech	2
Registered Env Health Specialist 1	1
Registered Env Health Specialist 2	1
Registered Env Health Specialist 3	1
Env Health Specialist Trainee	1
Senior Hazardous Materials Program Manager	1

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE  
Environmental Health DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

Category One (1): In addition to Inyo County Ordinance No. 271, designated employees in category one must report all financial interest in real property, investments, income, and interest in any business entity

Category Two (2): Designated employees in category two must report all interest, income or investment in businesses which supply general office services, supplies, and/or equipment

**CONFLICT OF INTEREST CODE OF THE**  
Public Works **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Public Works Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Public Works Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Public Works.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
Public Works DEPARTMENT  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
Public Works Director/ Road Commissioner	1
Deputy Public Works Director	1
Engineer Senior Civil	1
Engineer Associate	1
Engineer Assistant Civil	1
Engineering Assistant	1
Transportation Planner	1
Project Coordinator	2
Management Analyst	2
Administrative Analyst	2
Airport Supervisor Operations	3
Office Technician	3
Building Associate Official	4
Building Inspector	4
Building Maintenance Lead	5
Building Maintenance Worker	5
Custodian	5
Road Maintenance Supervisor	6
Road Shop Supervisor	6

**APPENDIX "B"**  
**DISCLOSURE CATEGORIES**  
**OF THE PUBLIC WORKS DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

DISCLOSURE CATEGORY ONE (1):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.
3. Wholesale or retail engineering, surveying or construction supplies firms.
4. Aircraft related business including aircraft fuel sales.
5. Accounting firms.
6. Vehicle/equipment repair or vehicle/equipment parts supply firms.
7. Building cleaning/janitorial supplies.

DISCLOSURE CATEGORY TWO (2):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Wholesale or retail office supplies or office equipment.
2. Wholesale or retail engineering, surveying or construction supplies firms.
3. Accounting firms.

DISCLOSURE CATEGORY THREE (3):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Wholesale or retail office supplies or office equipment.
2. Aircraft related business including aircraft fuel sales.
3. Wholesale or retail engineering, surveying or construction supplies firms.

DISCLOSURE CATEGORY FOUR (4):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.

DISCLOSURE CATEGORY FIVE (5):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Building cleaning or janitorial supplies.
2. Sales or Service for building mechanical, electrical or plumbing systems.
3. Wholesale or retail parts for building mechanical, electrical or plumbing systems.
4. Wholesale or retail building supply firms, lumberyards or concrete plants.

DISCLOSURE CATEGORY SIX (6):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.



(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.
3. Vehicle/equipment repair or vehicle/equipment parts supply firms.

DICLOSURE CATEGORY SEVEN (7):

Designated employees in Category seven (7), must disclose pursuant to Category one (1) above, except that the Public Works Director/Road Commissioner may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus, is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultants duties and, based upon that description, statement of the extent, if any, of disclosure required. The determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



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

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: DEC - 4 2018.

SUBJECT: Approval of Plans and Specifications for the Jail Water Heater Re-Pipe Project.

**DEPARTMENTAL RECOMMENDATIONS:**

Request that the Board:

- 1) Approve the plans and specifications for the Jail Water Heater Re-Pipe Project.
- 2) Authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:** N/A

**SUMMARY DISCUSSION:**

As part of the 2018-2019 Approved Deferred Maintenance Budget, \$160,000.00 was budgeted to replace and re-pipe the boiler at the Jail, located at 550 S. Clay Street, Independence, California. This system currently requires an excessive amount of maintenance.

**ALTERNATIVES:**

The Board could choose not to approve the plans, specifications, and advertisement of the project. This is not recommended as the current Water Heater at the Jail is in need of consistent and excessive amounts of maintenance.

**OTHER AGENCY INVOLVEMENT:**

The Public Works Department  
 County Counsel  
 Auditor

**FINANCING:** The Project is part of the 2018/2019 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

<b>APPROVALS</b>	
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>11/16/18</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>11/20/2018</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: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ Date: 11/21/18  
 (Not to be signed until all approvals are received)

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **JAIL WATER HEATER REPIPE PROJECT**

**Project No. ZP-18-023**

**FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED OCTOBER 2015,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED**

November 2018

**Prepared By: Inyo County Public Works**

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## TABLE OF CONTENTS

### Table of Contents

I. NOTICE INVITING BIDS	
II. BID PROPOSAL FORMS	
BID PROPOSAL FORM.....	1
BID BOND .....	8
CASHIER'S OR CERTIFIED CHECK.....	10
DESIGNATION OF SUBCONTRACTORS.....	11
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY.....	12
CONTRACTOR'S LABOR CODE CERTIFICATION .....	13
CONTRACTOR AND SUBCONTRACTOR REGISTRATION .....	14
NON-COLLUSION AFFIDAVIT .....	15
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....	16
PUBLIC CONTRACT CODE STATEMENT (SECTION 10232) .....	17
LOCAL BUSINESS PREFERENCES .....	18
Small Business Enterprise Commitment .....	21
FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES .....	23
III. CONTRACT AND BOND FORMS	
IV. SPECIAL PROVISIONS	

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**NOTICE  
INVITING BIDS  
FOR**

**JAIL WATER HEATER REPIPE PROJECT**  
Independence, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**JAIL WATER HEATER REPIPE PROJECT**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**JAIL WATER HEATER REPIPE PROJECT**

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on XXXXXXXX, 2018** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:** This Project includes the removal of the existing Hot Water Plant, and the installation, including all piping and fittings, of a new hot water plant, as described in the Special Provisions and Project Plans, at the Inyo County Jail.

A mandatory job walk will be held on XXXXXXXXXX at XXXXXXX on 550 S. Clay Street in Independence, CA.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

For technical questions related to project work, site conditions, or to schedule a site visit, please contact Ashley Helms of the Public Works Department at [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us) or Chris Cox of the Building and Maintenance Department at 760-878-0230.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.


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

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

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

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo  
Department of Public Works



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Michael Errante  
Director

Dated: November, 2018

# **BID PROPOSAL FORMS FOR**

**JAIL WATER HEATER REPIPE PROJECT**  
Independence, CA

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**BID PROPOSAL FORM**

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

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called "Bidder")

FOR: **JAIL WATER HEATER REPIPE PROJECT**  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on XXXXXXX, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.

**2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

**3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

**BASE PROJECT BID FORM – UNIT PRICE BID:**

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Remove and Replace Hot Water Plant	1	LS	\$	\$
<b>TOTAL BASE BID AMOUNT:</b>					\$

**PROJECT BID AMOUNT – UNIT PRICE BID:**

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

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

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

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

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

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

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in

response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

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

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

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

---

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

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



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

Bidder's Name: \_\_\_\_\_

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

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

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

Telephone: (     ) \_\_\_\_\_

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

Contractor's License No.: \_\_\_\_\_ State: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Business (check one):

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

Corporation (   ), Other (Specify) : \_\_\_\_\_ (   )

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

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

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

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

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

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

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

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

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

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

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**JAIL WATER HEATER REPIPE PROJECT**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

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

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

\_\_\_\_\_ 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 **JAIL WATER HEATER REPIPE PROJECT**, in compliance with the Contract therefor:

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

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

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

\_\_\_\_\_  
Principal

(SEAL)

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

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

\_\_\_\_\_  
Surety

(SEAL)

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

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

**NOTE:**

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

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

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

**JAIL WATER HEATER REPIPE PROJECT**

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

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

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

[ ]

**ATTACH CHECK HERE**

[ ]

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

**JAIL WATER HEATER REPIPE PROJECT**

**DESIGNATION OF SUBCONTRACTORS**

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

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

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

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

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

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

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



**CERTIFICATION REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

**JAIL WATER HEATER REPIPE PROJECT**

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

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

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

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

---

(Name and Title of Signer)

---

**Signature**

---

**Date**

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

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

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

**JAIL WATER HEATER REPIPE PROJECT**

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

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

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

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

**CONTRACTOR AND SUBCONTRACTOR REGISTRATION**  
**With**  
**CA Department of Industrial Relations (DIR)**  
**(CA LABOR CODE SECTION 1725.5)**

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

---

Signed Name

---

Date

---

Printed Name

---

CA DIR Registration No.

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

**JAIL WATER HEATER REPIPE PROJECT**

The undersigned declares:

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

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

\_\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**JAIL WATER HEATER REPIPE PROJECT**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)**

**JAIL WATER HEATER REPIPE PROJECT**

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

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

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

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

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

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

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

# LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1156

## JAIL WATER HEATER REPIPE PROJECT

### ORDINANCE NO. 1156

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

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

#### SECTION 1. PURPOSE AND AUTHORITY

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

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

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

#### Chapter 6.06

#### CONTRACTING PREFERENCES

##### Sections:

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

##### 6.06.010 Findings

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

##### 6.06.020 Definitions.

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

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

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

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

**6.06.030 General Provisions.**

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

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

**6.06.040 Local Business and Small Business Preference.**

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

**6.06.050 Small Business Subcontracting Preference.**

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

**6.06.060 Limit On Contracting Preferences.**

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

**SECTION 3. SEVERABILITY**

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



**SECTION 4. EFFECTIVE DATE**

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

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

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

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

**ATTEST:** Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10



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

**ALL BIDDERS:**

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

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

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

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

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

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

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

PROJECT: JAIL WATER HEATER REPIPE PROJECT		CONTRACT COMPLETION DATE					
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
CONTRACTOR REPRESENTATIVE'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

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

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

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

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

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

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

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

Enter the total of each column on the form.

# **CONTRACT AND BOND FORMS FOR**

**JAIL WATER HEATER REPIPE PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract: Inyo County Standard Contract No. 147  
Faithful Performance Bond  
Labor and Material Payment Bond

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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. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**10. 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)].

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **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.

17. **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.

18. **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.

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

20. **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.

21. **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.

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

23. **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.

24. **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**

**JAIL WATER HEATER REPIPE PROJECT**  
Independence, CA

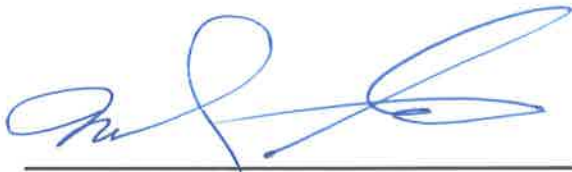
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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## JAIL WATER HEATER REPIPE PROJECT Independence, 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

11/21/19  
Specifications Approval Date

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**SPECIAL PROVISIONS**  
**Jail Water Heater Repipe Project**

INTRODUCTION / GENERAL ..... 6

PROJECT DESCRIPTION ..... 6

SECTION 3 CONTRACT AWARD AND EXECUTION ..... 6

    3-1.04 contract award ..... 6

    3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)..... 6

    3-1.06 CONTRACTOR LICENSE ..... 7

    3-1.07 INSURANCE POLICIES ..... 7

    3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION..... 7

    3-1.18 CONTRACT EXECUTION ..... 8

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC ..... 9

    7-1.02K (2) WAGES..... 9

    ADD to 7-1.02K (3) Certified Payroll Records (Labor Code §1776) ..... 9

    7-1.05 INDEMNIFICATION ..... 10

    7-1.06 INSURANCE ..... 10

    7-106A GENERAL ..... 10

    7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE .... 11

    7-1.06D LIABILITY INSURANCE ..... 11

    7-1.06I SELF-INSURANCE..... 12

    OTHER INSURANCE PROVISIONS ..... 12

SECTION 8 PROSECUTION AND PROGRESS ..... 13

    ADD TO 8-1.05 TIME ..... 13

    8-1.10 Liquidated Damages..... 13

PUBLIC CONTRACT CODE SECTION 9204..... 14

INYO COUNTY JAIL WATER HEATER REPIPE SPECIFICATIONS  
 PLANS



## **INTRODUCTION / GENERAL:**

The Progress House Flooring Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans, the Inyo County Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California, or online at: [http://www.inyocounty.us/county\\_directory.htm](http://www.inyocounty.us/county_directory.htm), under Public Works.

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

## **PROJECT DESCRIPTION**

This Project includes the removal of the existing Hot Water Plant, and the installation, including all piping and fittings, of a new hot water plant, as described in the Special Provisions and Project Plans, at the Inyo County Jail.

A mandatory job walk will be held on XXXXXXXXXX at XXXXXXX on 550 S. Clay Street in Independence, CA.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable State and local laws, codes, and regulations.

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

### **3-1.04 CONTRACT AWARD**

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

This section is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contracting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

#### **SBE Contracting Preference Commitment Submittal**

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

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

**SUBCONTRACTOR AND SBE RECORDS.** The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

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

Amended to read as follows:

### **7-1.02K (2)    WAGES**

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

### **ADD TO 7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)**

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:
  - 1.1. Full name
  - 1.2. Address
  - 1.3. Social security number
  - 1.4. Work classification
  - 1.5. Straight time and overtime hours worked each day and week

- 1.6. Actual wages paid for each day to each:
  - 1.6.1. Journeyman
  - 1.6.2. Apprentice
  - 1.6.3. Worker
  - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

- 1. The information contained in the payroll record is true, correct, and complete
- 2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- 3. The wage rates paid are at least those required by the Contract

**7-1.05 INDEMNIFICATION**

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**7-1.06 INSURANCE**

**7-106A GENERAL**

- 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
- 2. VERIFICATION OF COVERAGE: Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

#### **7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

#### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

#### 7-1.06I SELF-INSURANCE

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

#### OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## **SECTION 8            PROSECUTION AND PROGRESS**

Amended to read as follows:

### **ADD TO 8-1.05            TIME**

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Thirty (30) Calendar days from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

### **8-1.10            LIQUIDATED DAMAGES**

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$300.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.



## PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on 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.

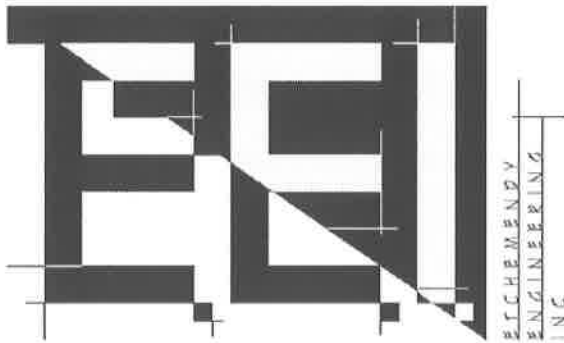
(g) This section applies to contracts entered into on or after January 1, 2017.

(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.

# **INYO COUNTY JAIL WATER HEATER REPIPE SPECIFICATIONS**

**END OF SECTION**



10597 Double R Blvd, Suite 1  
Reno, Nevada 89521  
(775) 853-1131 – Fax (775) 852-2352

**Inyo County Jail  
Water Heater Repipe  
550 S Clay St. #5  
Independence, California  
Project No. 18067**



**Project Manual  
November 04, 2018**

10/04/18



## TABLE OF CONTENTS

Project Name: Inyo County Jail Water Heater Repipe  
Project Address, City, State: 550 S Clay ST. #5, Independence, CA  
Project No.: 18067

### Technical Specifications

Section 220500	Plumbing General Conditions
Section 220519	Meters and Gages for Plumbing Piping
Section 220523	General-Duty Valves for Plumbing Piping
Section 220529	Hangers and Supports for Plumbing Piping and Equipment
Section 220548	Seismic Control for Plumbing
Section 220553	Identification for Plumbing Piping and Equipment
Section 220719	Plumbing Piping Insulation
Section 221116	Domestic Water Piping
Section 221119	Domestic Water Piping Specialties
Section 230500	Mechanical General Conditions
Section 230513	Common Motor Requirements for HVAC Equipment
Section 232123	Hydronic Pumps
Section 235216	Condensing Boilers

## SECTION 220500 - PLUMBING GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The Drawings and General provisions of the Contract including the "General Conditions", "Supplementary Conditions", and "General Requirements" of the Contract as written and referred to here are adopted and made part of Division 16.
- B. The Contract Agreement, Bidding documents, and all Addenda issued prior to Contract Agreement execution form a part of these specifications and apply to all Contracts or Subcontracts relating to the Mechanical systems.

#### 1.2 SUMMARY

- A. The work under this Division shall consist of all labor, materials, equipment, services and related accessories, etc., necessary and required to complete all work as shown or inferred on the Drawings and in the Specifications (Contract Documents).
- B. Provide fixed Mechanical, except where specifically noted otherwise.
- C. Provide portable Mechanical equipment for the complete system(s).
- D. Provide equipment, ducting, piping etc. normally furnished or required for complete Mechanical systems but not specifically specified on the drawings and/or in specifications, as though specified by both.
- E. All equipment, ducting, piping etc. shall be new, except where specifically shown or specified otherwise.

#### 1.3 WORK INCLUDED IN THIS DIVISION

- A. Mechanical work includes, but is not limited to
  - 1. Alterations and additions to existing Mechanical systems.
  - 2. Connection of all appliances and equipment including Owner furnished equipment.
- B. Install work under this Division per drawings, specifications, latest adopted edition of the Local adopted Building Codes, and any special codes having jurisdiction over specific portions of work within complete installation. In event of conflict, install work per most stringent code requirements determined by Engineer. This does not relieve the Contractor from furnishing and installing work shown or specified which may exceed the requirements of such ordinances, laws, regulations and codes.
- C. All materials, products, devices, fixtures, forms or types of construction included in this project shall meet or exceed the published requirements of American Society of



Mechanical Engineers (ASME), American National Standards Institute (ANSI), and Institute of Mechanical and Electronics Engineers (IEEE). All equipment shall bear the Underwriter's Laboratories (UL) label or equivalent from approved independent testing laboratory.

- D. Arrange, pay fees for and complete work to pass required tests by agencies having authority over work. Deliver to Engineer copies of the Certificates of Inspection and approval issued by authorities and provide original copy of each certificate to Owner.
- E. When required by law or regulations, the governmental agency having jurisdiction for inspections shall be given reasonable notice and opportunity to inspect the work. Any work that is enclosed or covered up before such inspection and test shall be uncovered at the Contractor's expense; after it has been inspected, the Contractor shall restore the work to its original condition at his own expense.

#### 1.8 INSURANCE

- A. The Contractor shall procure and maintain, at his expense, such insurance as required by law and/or specified in the General Conditions.

#### 1.9 DRAWINGS AND SPECIFICATIONS

- A. Drawings and specifications are complementary. Work called for by one is binding as if called for by both. Any discrepancies between drawings and specifications shall be brought to the attention of the Engineer for clarification during the bidding period. No allowance shall subsequently be made to the Contractor by reason of his failure to have brought said discrepancies to the attention of the Consultant during the bidding period or by reason of any error on the Contractor's part.
- B. Drawings are schematic and diagrammatic in nature. Drawings show general run of distribution and approximate location of equipment. The contractor shall review drawings of all trades to assure coordination prior to placement of work. Right is reserved to change location of equipment and devices, and routing of pipes and ducts within 10 feet, without extra cost to Owner.
- C. Use dimensions in figures, shop drawings, etc. and actual site measurements in preference to scaled dimensions. Do not scale drawings for exact sizes or locations – use dimensioned details or actual field conditions. Verify item mounting heights as required by project conditions prior to rough-in.
- D. Discrepancies between different drawings or between drawings and specifications, or regulations and codes governing the installation shall be brought to the attention of the Engineer in writing for determination.
- E. Layout equipment as shown on drawings as close as possible. Verify access requirements for equipment actually furnished.
- F. Contractor is responsible to field measure and confirm the mounting heights and location of Mechanical equipment with respect to counters, doorways, and other architec-

tural, electrical, fire or structural work. Do not scale distances off the Mechanical drawings: Use actual building dimensions.

- G. Execution of Contract is evidence that Contractor has examined all existing conditions, drawings and specifications related to work, and is informed to extent and character of work. Later claims for labor and materials required due to difficulties encountered, which could have been foreseen had examination been made, will not be recognized.
- H. All work called for in this Section of the plans and specifications shall be performed under this Section, regardless of whether such work may also have been called for in other Section(s). Discrepancies in or conflicts among the various parts of the contract drawings shall not relieve Contractor of his obligation to perform.
- I. No attempt has been made to establish the required sections or splits of equipment relative to the size of access into the space, building, etc. Contractor shall establish all said splits, sections, etc. necessary to install equipment complete without undue disassembly of equipment or demolition of building parts at site of work.
- J. Charges for extra work are not allowed unless work is authorized by written order from the Owner's Representative approving charges for work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. All material shall be new, and have a UL label where available. If UL label is not available, material shall be manufactured in accordance with applicable ASME, ANSI, IEEE and Federal Standards. Use UL labeled components in assemblies that do not have overall UL label.
- B. Utilize one of the manufacturers listed to furnish all of the major equipment required for this project.

### 2.2 SUBSTITUTIONS

- A. All equipment and materials scheduled on the drawings or listed in the specifications are the "basis of design;" equipment and materials used on the project are subject to compliance with all listed requirements. In submitting a bid to complete services in this project, the contractor represents that its bid is based on materials and equipment described in the contract documents, including addenda. Contractors are encouraged to request a review of substitute materials and equipment. Substitutes will be considered only if they keep with the general intent of the contract documents, including quality of work and product, and are fully documented. All requests for review of alternates shall be submitted to the engineer 7 working days prior to the date of bid opening. Substitutes not properly submitted may be rejected without cause. In requesting a review of substitutes the contractor is to provide an item-by-item comparison of the alternate product to the basis of design. Comparisons shall include but are not limited to: size, weight, capacity, construction, warranty, finish, etc. Contractors will not be granted extended contract time or fees in connection with the rejection of a substitute product. Contractor shall fabricate, furnish, install and pay for any addi-

tional materials and/or services by any other trade required to facilitate the use of a substituted item.

### 2.3 SUBMITTALS

- A. Before ordering any equipment contractor is to provide 6 sets of submittals for all equipment, accessories, test and balance, startup, fixtures, etc. That bare importance on proper project completion. All certifications for welders, balance contractors and startup technicians are to be provided in their appropriate sections. Submittals expected for final review are to be submitted a minimum of 14 working days prior to the required review and return time. The contractor is included 2 reviews of said submittals; any time incurred by additional submittal reviews caused by rejected or unacceptable submittals will be charged to the contractor at the engineer's hourly billing rate. Submittals will not be accepted that have not been reviewed and approved by the general contractor and/or construction manager having authority on the project. Incomplete submittals will not be accepted; a single fully encompassing submittal is to be provided by each trade. Contractors will not be granted extended contract time or fees in connection with the rejection of submittals or delays caused by unhurried submittal delivery.
- B. Standard factory brochures will not suffice as product submittals; factory submittal packages indicating the products, performance, dimensions, clearances, colors, testing and listing certifications and all accessories to be used are to be provided. In the case of alternates comparison documentation is to be provided showing proof of equality.
- C. In the case that additional design services are required by a registered professional the contractor is to provide sealed and signed documentation of work to be completed depicting necessary designs, and performance in accordance with all adopted codes.

## PART 3 - EXECUTION

### 3.1 VISIT TO SITE

- A. Visit site, and survey existing conditions affecting work prior to bid. Include necessary materials and labor to accomplish the Mechanical work, including relocation of existing services and utilities on building site in bid. No consideration shall be given to future claims due to existing conditions. Any discrepancies or interference's shall be reported immediately to the Engineer.

### 3.2 WORKMANSHIP

- A. All work performed shall be first class work in every aspect. The work shall be performed by mechanics skilled in their respective trades, who shall at all times be under the supervision of competent persons.
- B. Work under this Division shall be first class with emphasis on neatness and workmanship. All work shall be installed square and plumb and concealed where possible. Work that is deficient, defective, poorly laid out, not perfectly aligned, or that is

not consistent with the requirements generally accepted in the trade for "first class work" will not be acceptable.

- C. In addition to the materials specified elsewhere, furnish and install all other miscellaneous items necessary for the completion of the work to the extent that all systems are complete and operative.
- D. All work under this Section shall be performed in cooperation with the work performed under all other Sections of the Specifications for the Project in order to avoid interference with other work and to secure the proper installation of all work. Refer the Drawings and Specifications covering the work to be performed under all Sections, so that the relation and extent of the work of this Section with respect to the work of all other Sections is understood. Give right of way to raceways and piping systems installed at a required slope.
- E. Install work using competent mechanics, under supervision of foreman, all duly certified by local authorities. The installation shall be subject to the Engineer's observation, and final acceptance. The Engineer may reject unsuitable work.

### 3.3 CHANGE ORDERS

- A. Additional work may be required on the project, which is outside the scope of the contract. Such additional work will be described in Supplemental Instructions and/or Clarifications, to be estimated and priced by the Contractor, and accepted by the Owner, prior to commencing work.
- B. Acceptable charges will be limited to the following:
  - 1. Labor hours shall be calculated, and shall be priced based on actual paid cost, not to exceed local Prevailing Wage Rates.
  - 2. Supervision and Support shall not exceed 15% of labor charges. This blanket percentage shall cover foreman, tools, vehicles, record drawings, etc.
  - 3. Charges for material shall be charged at actual unit prices quoted by suppliers, supported by a true copy of the written price quotation.
  - 4. Major equipment items shall be charged at actual unit prices quoted by suppliers, supported by a true copy of the written price quotation.
  - 5. Handling charges for material shall not exceed 5% of material and equipment charges. This blanket percentage shall cover freight, cartage, wastage, etc.
  - 6. Should the Owner or Engineer find reason to dispute or challenge the Contractor's pricing of additional work, one of the following solutions may be imposed

7. Contractor shall be directed to proceed with the work, and submit his proposed charges for arbitration at the conclusion of the project.
8. Contractor shall maintain a separate labor log and obtain daily signatures thereon, and shall be prepared to submit a certified, audited payroll report to support his claims.
9. Owner shall purchase the disputed equipment and/or material, and provide same to Contractor at job site for installation, along with a copy of the invoice. Contractor may add a 10% charge to cover handling and warranty administration.
10. Owner shall contract with a separate licensed Mechanical Contractor to perform the extra work. In this event, the originally-contracted work shall be completed by Contractor and accepted by the Owner, following inspection and recommendation by the Engineer. This Contractor shall cause no impediment to the work of the separate contractor, and shall maintain full warranty on his originally-installed equipment and workmanship.

#### 3.4 GUARANTEE

- A. Furnish the Owner a written guarantee, stating that if the workmanship and/or material executed under this Division are proven defective within one (1) year after final acceptance by the Owner, such defects and other work damaged will be repaired and/or replaced. Submit with Operations and Maintenance Manuals.
- B. Obtain from the various manufacturers or vendors guarantees or warranties for their particular equipment or components, and deliver them to the Owner. All guarantees and warranties provided shall be referenced to this project.
- C. In event that systems are placed in operation in several phases at the Owner's request, guarantee will begin on date each system or item of equipment is accepted for service by the Owner. Provide O&M manuals for all equipment when equipment is accepted for service by the Owner.
- D. All guarantees and warranties shall include labor and material at the site of installation for the duration of the guarantee period.

#### 3.5 COOPERATION

- A. Carefully coordinate work with other contractors and subcontractors. Refer conflicts between trades to Engineer. Provide necessary information to other trades for such coordination. Such information shall include Shop Drawings, Product Data and all other required data.
- B. Whenever such information is not provided in a timely manner or whenever such information is incorrect, this contractor shall bear all costs for providing or correcting affected work of related trades with no change to the Contract Price or Construction Schedule.

- C. Work to be installed as progress of project will allow. Schedule of work determined by General Contractor, Owner, and/or Architect/Engineer.

### 3.6 HVAC CONTROL WIRING

- A. Control Wiring including low voltage and line voltage interlock wiring will be furnished and installed under Division 16.

### 3.8 PROTECTING

- A. Provide warning lights, bracing, shoring, rails, guards and covers necessary to prevent damage or injury. All persons working around Mechanical equipment shall have Mechanical shock and flash protection per OSHA 1910.301-309 & 331-335.
- B. Do not leave exposed or unprotected, Mechanical items carrying current. Protect visitors and workers from exposure to contact with Mechanically energized surfaces, parts, etc. in accordance with OSHA standards.

### 3.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver equipment and materials to job site in original, unopened, labeled container. Products shall be properly identified with names, model numbers, types, grades, compliance labels and other information needed for identification. Store to prevent damage and injury. Store materials to prevent corroding. Store finished materials and equipment to prevent staining and discoloring. Store materials affected by condensation in warm dry areas. Provide heaters. Contractor shall verify the availability of on site storage space, if no on site storage space is available then the contractor shall cover the cost for off site storage. Materials stored at the project site that becomes soiled with construction dirt, concrete, or moisture shall be removed from the site and replaced with new. Do not install soiled material.
- B. Protect work and materials from damage by weather, entrance of water or dirt. Cap and mark piping and ductwork during installation.
- C. Avoid damage to materials and equipment in place. Repair, or remove and replace damaged work and materials.
- D. Protection and safekeeping of products stored on premises is responsibility of Contractor supplying products.
- E. Schedule of deliveries and unloading to prevent traffic congestion blocking of access or interference with work. Arrange deliveries to avoid larger accumulations of materials than can be suitably stored at site.
- F. Install equipment per manufacturer's recommendations. Conflicts between contract documents and these recommendations shall be referred to Engineer for remedy.
- G. Mechanical or electronic equipment that has been damaged, exposed to weather or is, in the opinion of the Engineer or Architect, otherwise unsuitable because of im-

proper fabrication, storage or installation shall be removed and replaced by this Contractor at his expense.

3.11 CLEANING AND PAINTING

- A. Clean equipment furnished in this Division after completion of work. Clean wipe the interior of all ducting, pipes, equipment soiled with dirt and debris prior to installation of wiring.
- B. Touch-up or re-paint damaged painted finishes as determined by the Engineer.
- C. Contractor is to paint out all diffuser, grille and internal ductwork portions visible behind terminations in space. All ductwork installed exposed within the space is to be painted per the architectural requirements. Coordinate exact requirements with architectural drawings.
- C. Remove debris, packing cartons, scrap, etc., from site daily.

3.12 STARTUP

- A. All mechanical and high efficiency plumbing equipment is to be started up by a factory trained and certified technician

3.13 TRAINING

- A. Training for operation and maintenance of new systems or modifications to existing systems is specified in Technical sections. Contractor shall submit with record documents an itemized receipt signed by Owner's representative that all specified training has been received.

3.14 ACCESS PANELS

- A. The contractor shall furnish all access panels for walls, partitions, etc., and shall give access panel to the General Contractor for installation at locations as directed by the Mechanical Contractor. It shall be the responsibility of the Mechanical Contractor that access panels are provided for access to all equipment and accessories, which may be concealed by building construction to provide adequate service space and comply with the manufacturers listed requirements. Access panels shall be installed so as not to interfere with building and other system arrangements.

END OF SECTION 230500

## SECTION 220519 - METERS AND GAGES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Liquid-in-glass thermometers.
2. Thermowells
3. Dial-type pressure gages.
4. Gage attachments.

- B. Related Sections:

1. Section 221113 "Facility Water Distribution Piping" for domestic water meters and combined domestic and fire-protection water-service meters outside the building.
2. Section 221116 "Domestic Water Piping" for water meters inside the building.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of meter and gage, from manufacturer.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For meters and gages to include in operation and maintenance manuals.



## PART 2 - PRODUCTS

### 2.1 LIQUID-IN-GLASS THERMOMETERS

#### A. Metal-Case, Compact-Style, Liquid-in-Glass Thermometers:

1. Standard: ASME B40.200.
2. Case: Cast aluminum; 6-inch nominal size.
3. Case Form: Straight unless otherwise indicated.
4. Tube: Glass with magnifying lens and blue organic liquid.
5. Tube Background: Nonreflective aluminum with permanently etched scale markings graduated in deg F.
6. Window: Glass.
7. Stem: Aluminum or brass and of length to suit installation.
  - a. Design for Thermowell Installation: Bare stem.
8. Connector: 3/4 inch, with ASME B1.1 screw threads.
9. Accuracy: Plus or minus 1 percent of scale range or one scale division, to a maximum of 1.5 percent of scale range.

### 2.2 THERMOWELLS

#### A. Thermowells:

1. Standard: ASME B40.200.
2. Description: Pressure-tight, socket-type fitting made for insertion into piping tee fitting.
3. Material for Use with Copper Tubing: CNR or CUNI.
4. Material for Use with Steel Piping: CRES.
5. Type: Stepped shank unless straight or tapered shank is indicated.
6. External Threads: NPS 1/2, NPS 3/4, or NPS 1, ASME B1.20.1 pipe threads.
7. Internal Threads: 1/2, 3/4, and 1 inch, with ASME B1.1 screw threads.
8. Bore: Diameter required to match thermometer bulb or stem.

9. Insertion Length: Length required to match thermometer bulb or stem.
10. Lagging Extension: Include on thermowells for insulated piping and tubing.
11. Bushings: For converting size of thermowell's internal screw thread to size of thermometer connection.

B. Heat-Transfer Medium: Mixture of graphite and glycerin.

### 2.3 PRESSURE GAGES

A. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Watts; a Watts Water Technologies company.
  - b. Weiss Instruments, Inc.
2. Standard: ASME B40.100.
3. Case: Liquid-filled type; [cast aluminum or drawn steel; 6-inch nominal diameter.
4. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.
5. Pressure Connection: Brass, with NPS 1/4, ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
6. Movement: Mechanical, with link to pressure element and connection to pointer.
7. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi.
8. Pointer: Dark-colored metal.
9. Window: Glass.
10. Ring: Brass.
11. Accuracy: Grade A, plus or minus 1 percent of middle half of scale range.

### 2.4 GAGE ATTACHMENTS

- A. Snubbers: ASME B40.100, brass; with NPS 1/4, ASME B1.20.1 pipe threads and surge-dampening device. Include extension for use on insulated piping.
- B. Valves: Brass ball, with NPS 1/4, ASME B1.20.1 pipe threads.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install thermowells with socket extending one-third of pipe diameter and in vertical position in piping tees.
- B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
- C. Install thermowells with extension on insulated piping.
- D. Fill thermowells with heat-transfer medium.
- E. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.
- F. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- G. Install valve and snubber in piping for each pressure gage for fluids.
- H. Install thermometers in the following locations:
  - 1. Inlet and outlet of each water heater.
- I. Install pressure gages in the following locations:
  - 1. Building water service entrance into building.
  - 2. Inlet and outlet of each pressure-reducing valve.
  - 3. Suction and discharge of each domestic water pump.

### 3.2 CONNECTIONS

- A. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.

### 3.3 ADJUSTING

- A. Adjust faces of meters and gages to proper angle for best visibility.

### 3.4 THERMOMETER SCHEDULE

- A. Thermometers shall be the following:

1. Compact-style, liquid-in-glass type.
- B. Thermometer stems shall be of length to match thermowell insertion length.

3.5 THERMOMETER SCALE-RANGE SCHEDULE

- A. Scale Range for Domestic Cold-Water Piping: 0 to 100 deg F.
- B. Scale Range for Domestic Hot-Water Piping: 0 to 250 deg F.

3.6 PRESSURE-GAGE SCHEDULE

- A. Pressure gages shall be the following:
  1. Liquid-filled, direct-mounted, metal case.

3.7 PRESSURE-GAGE SCALE-RANGE SCHEDULE

- A. Scale Range for Water Service Piping: 0 to 160 psi.
- B. Scale Range for Domestic Water Piping: 0 to 160 psi.

END OF SECTION 220519

## SECTION 220523 - GENERAL-DUTY VALVES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. Section Includes:

1. Bronze angle valves.
2. Bronze ball valves.
3. Bronze swing check valves.
4. Bronze gate valves

B. Related Sections:

1. Section 220553 "Identification for Plumbing Piping and Equipment" for valve tags and schedules.
2. Section 221116 "Domestic Water Piping" for valves applicable only to this piping.
3. Section 221319 "Sanitary Waste Piping Specialties" for valves applicable only to this piping.
4. Section 221423 "Storm Drainage Piping Specialties" for valves applicable only to this piping.

#### 1.3 DEFINITIONS

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene copolymer rubber.
- C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.
- D. NRS: Nonrising stem.
- E. OS&Y: Outside screw and yoke.

- F. RS: Rising stem.
- G. SWP: Steam working pressure.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve indicated.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
  - 1. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
  - 2. ASME B31.1 for power piping valves.
  - 3. ASME B31.9 for building services piping valves.
- C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, grooves, and weld ends.
  - 3. Set angle, gate, and globe valves closed to prevent rattling.
  - 4. Set ball and plug valves open to minimize exposure of functional surfaces.
  - 5. Set butterfly valves closed or slightly open.
  - 6. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Refer to valve schedule articles for applications of valves.
- B. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- C. Valve Sizes: Same as upstream piping unless otherwise indicated.
- D. Valve Actuator Types:
  - 1. Handlever: For quarter-turn valves NPS 6 and smaller.
- E. Valves in Insulated Piping: With 2-inch stem extensions and the following features:
  - 1. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
  - 2. Butterfly Valves: With extended neck.
- F. Valve-End Connections:
  - 1. Solder Joint: With sockets according to ASME B16.18.
  - 2. Threaded: With threads according to ASME B1.20.1.
- G. Valve Bypass and Drain Connections: MSS SP-45.

### 2.2 BRONZE ANGLE VALVES

- A. Class 150, Bronze Angle Valves with Nonmetallic Disc:
  - 1. Manufacturers: Subject to compliance with requirements, [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
    - a. Crane Co.; Crane Valve Group; Crane Valves.
    - b. NIBCO INC.
    - c. McGuire.
  - 2. Description:

- a. Standard: MSS SP-80, Type 2.
- b. CWP Rating: 300 psig.
- c. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
- d. Ends: Threaded.
- e. Stem: Bronze.
- f. Disc: PTFE or TFE.
- g. Packing: Asbestos free.
- h. Handwheel: Malleable iron or bronze.

### 2.3 BRONZE BALL VALVES

#### A. Two-Piece, Full-Port, Bronze Ball Valves with Stainless-Steel Trim:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Crane Co.; Crane Valve Group; Crane Valves.
  - b. NIBCO INC.
  - c. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
- 2. Description:
  - a. Standard: MSS SP-110.
  - b. SWP Rating: 150 psig.
  - c. CWP Rating: 600 psig.
  - d. Body Design: Two piece.
  - e. Body Material: Bronze.
  - f. Ends: Threaded.
  - g. Seats: PTFE or TFE.
  - h. Stem: Stainless steel.
  - i. Ball: Stainless steel, vented.
  - j. Port: Full.

### 2.4 BRONZE SWING CHECK VALVES

#### A. Class 150, Bronze Swing Check Valves with Nonmetallic Disc:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Crane Co.; Crane Valve Group; Crane Valves.
  - b. Crane Co.; Crane Valve Group; Jenkins Valves.
  - c. NIBCO INC.
  - d. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
- 2. Description:



- a. Standard: MSS SP-80, Type 4.
- b. CWP Rating: 300 psig.
- c. Body Design: Horizontal flow.
- d. Body Material: ASTM B 62, bronze.
- e. Ends: Threaded.
- f. Disc: PTFE or TFE.

## 2.5 IRON GATE VALVES

### A. Class 125, NRS, Iron Gate Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. NIBCO INC.
  - b. Powell Valves.
  - c. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
  - a. Standard: MSS SP-70, Type I.
  - b. CWP Rating: 200 psig.
  - c. Body Material: ASTM A 126, gray iron with bolted bonnet.
  - d. Ends: Flanged.
  - e. Trim: Bronze.
  - f. Disc: Solid wedge.
  - g. Packing and Gasket: Asbestos free.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

### 3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.
- E. Install check valves for proper direction of flow and as follows:
  - 1. Swing Check Valves: In horizontal position with hinge pin level.
  - 2. Center-Guided Check Valves: In horizontal or vertical position, between flanges.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
  - 1. Shutoff Service:
    - a. NPS 2-1/2 and Smaller - Ball
- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- C. Select valves, except wafer types, with the following end connections:
  - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.
  - 2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
  - 3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
  - 4. For Steel Piping, NPS 2 and Smaller: Threaded ends.

5. For Steel Piping, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.

3.5 DOMESTIC, HOT- AND COLD-WATER VALVE SCHEDULE

A. Pipe NPS 2-1/2 and Smaller:

1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
2. Bronze Angle Valves: Class 150, nonmetallic disc.
3. Ball Valves: Two piece, full port, bronze with stainless steel trim.
4. Bronze Swing Check Valves: Class 150, nonmetallic disc.

B. Pipe NPS 3 and Larger:

1. Iron Gate Valves: Class 125, NRS.

END OF SECTION 220523

## SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Metal framing systems.
4. Thermal-hanger shield inserts.
5. Fastener systems.
6. Pipe stands.
7. Pipe positioning systems.
8. Equipment supports.

B. Related Sections:

1. Section 055000 "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.
2. Section 220516 "Expansion Fittings and Loops for Plumbing Piping" for pipe guides and anchors.
3. Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment" for vibration isolation devices.

#### 1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
  - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
  - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
  - 3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:
  - 1. Trapeze pipe hangers.
  - 2. Metal framing systems.
  - 3. Pipe stands.
  - 4. Equipment supports.
- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Detail fabrication and assembly of trapeze hangers.
  - 2. Design Calculations: Calculate requirements for designing trapeze hangers.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

## 1.7 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

## PART 2 - PRODUCTS

### 2.1 METAL PIPE HANGERS AND SUPPORTS

#### A. Carbon-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel or stainless steel.
6. Copper Pipe Hangers:
7. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
8. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel or stainless steel.

### 2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

### 2.3 METAL FRAMING SYSTEMS

- A. MFMA Manufacturer Metal Framing Systems:
  - 1.

2. Description: Shop- or field-fabricated pipe-support assembly for supporting multiple parallel pipes.
3. Standard: MFMA-4.
4. Channels: Continuous slotted steel channel with inturned lips.
5. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.
6. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel or stainless steel.
7. Metallic Coating: Electroplated zinc, Hot-dipped galvanized, Mill galvanized or In-line, hot galvanized.
8. Paint Coating: Epoxy.
9. Plastic Coating: PVC.

B. Non-MFMA Manufacturer Metal Framing Systems:

1. Description: Shop- or field-fabricated pipe-support assembly made of steel channels, accessories, fittings, and other components for supporting multiple parallel pipes.
2. Standard: Comply with MFMA-4.
3. Channels: Continuous slotted steel channel with inturned lips.
4. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel or stainless steel.
6. Coating: Zinc, Paint or PVC.

2.4 THERMAL-HANGER SHIELD INSERTS

- A. Insulation-Insert Material for Cold Piping: ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength and vapor barrier.
- B. Insulation-Insert Material for Hot Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate with 100-psig or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig minimum compressive strength.
- C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

- D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- E. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

## 2.5 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, stainless-steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

## 2.6 PIPE STANDS

- A. General Requirements for Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.
- B. Compact Pipe Stand: One-piece plastic unit with integral-rod roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.
- C. Low-Type, Single-Pipe Stand: One-piece stainless-steel base unit with plastic roller, for roof installation without membrane penetration.
- D. High-Type, Single-Pipe Stand:
  - 1. Description: Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration.
  - 2. Base: Stainless steel.
  - 3. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods.
  - 4. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.
- E. High-Type, Multiple-Pipe Stand:
  - 1. Description: Assembly of bases, vertical and horizontal members, and pipe supports, for roof installation without membrane penetration.
  - 2. Bases: One or more; plastic.
  - 3. Vertical Members: Two or more protective-coated-steel channels.



4. Horizontal Member: Protective-coated-steel channel.
5. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.

F. Curb-Mounting-Type Pipe Stands: Shop- or field-fabricated pipe supports made from structural-steel shapes, continuous-thread rods, and rollers, for mounting on permanent stationary roof curb.

## 2.7 PIPE POSITIONING SYSTEMS

- A. Description: IAPMO PS 42, positioning system of metal brackets, clips, and straps for positioning piping in pipe spaces; for plumbing fixtures in commercial applications.

## 2.8 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

## 2.9 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
  1. Properties: Nonstaining, noncorrosive, and nongaseous.
  2. Design Mix: 5000-psi, 28-day compressive strength.

## PART 3 - EXECUTION

### 3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
  1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.

2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Fiberglass Pipe-Hanger Installation: Comply with applicable portions of MSS SP-69 and MSS SP-89. Install hangers and attachments as required to properly support piping from building structure.
- D. Metal Framing System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled metal framing systems.
1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
  2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Pipe Stand Installation:
1. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
  2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 077200 "Roof Accessories" for curbs.
- F. Pipe Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.
- G. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- H. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- I. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- J. Install lateral bracing with pipe hangers and supports to prevent swaying.
- K. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

- L. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- M. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- N. Insulated Piping:
  - 1. Attach clamps and spacers to piping.
    - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
    - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
    - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
  - 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
    - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
  - 3. Shield Dimensions for Pipe: Not less than the following:
    - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
    - b. NPS 4: 12 inches long and 0.06 inch thick.
    - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
  - 4. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

### 3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

### 3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.

- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

### 3.4 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1 inch.

### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Section 099113 "Exterior Painting.", Section 099123 "Interior Painting." and Section 099600 "High-Performance Coatings."
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

### 3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports, metal trapeze pipe hangers and metal framing systems and attachments for general service applications.
- F. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.
- G. Use thermal-hanger shield inserts for insulated piping and tubing.
- H. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
  - 2. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
  - 3. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.
  - 4. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
- I. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
- J. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
- K. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
  2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction, to attach to top flange of structural shape.
  3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
  4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
  5. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
  6. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
  7. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
  8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
- L. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
  2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
  3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- M. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- N. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
- O. Use mechanical-expansion anchors instead of building attachments where required in concrete construction.
- P. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 220529

## SECTION 220548 - SEISMIC CONTROLS FOR PLUMBING

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Seismic bracing for plumbing systems (equipment, piping, and conduit) shall comply with all applicable requirements of the 2012 International Building Code (IBC) including all applicable provisions of the American Society of Civil Engineers (ASCE) Minimum Design Loads for Buildings and Other Structures (ASCE Standard 7-10). Basic seismic design criteria for each project shall be as listed on the structural drawings for that project.
- B. Compliance with the applicable seismic bracing requirements shall be accomplished utilizing the most current version of one of the following design manuals (no exceptions):
  - International Seismic Application Technology (ISAT) Design Manual
  - Mason Industries Seismic Restraint Design Manual
  - Kinetics Noise Control Seismic Design Manual
- C. A complete bound copy of the applicable design manual shall be provided to the Owner at the beginning of the construction period for use/reference during the course of the project.
- D. Component Importance Factors ( $I_p$ ) for all plumbing equipment, ductwork, piping, and conduit shall be determined and assigned in accordance with ASCE Standard 7-10 Section 13.1.3.

#### 1.2 SUBMITTALS

- A. The Contractor shall provide the required number of seismic shop drawing submittal sets for review and approval by the Owner. Submittals shall include a comprehensive set of shop drawings clearly depicting the seismic bracing requirements for all plumbing equipment, ductwork, piping, and conduit. Any equipment that does not require seismic bracing shall be specifically identified in the submittal, and the reason for exemption shall be provided.
- B. Submittals shall be fully coordinated with the structural drawings and shall include all applicable structural attachment details. Seismic bracing shop drawings shall include all vertical support anchorage loads and all seismic bracing anchorage loads. Each specific load shall be indicated and the structural element that the support is attached to shall be clearly depicted/identified. Seismic bracing submittals shall be stamped and signed by a structural or civil engineer licensed in the State of Nevada.
- C. Seismic shop drawing submittals will be reviewed by both the plumbing engineer and the structural engineer.

1.3 SITE VISITS

- A. An authorized representative of the seismic bracing system manufacturer shall visit the job site during the construction period to confirm that the seismic bracing installation complies with the shop drawings, with all applicable code requirements, and with the seismic bracing system manufacturer's written installation requirements and associated details. A minimum of three site visits shall be provided, with the first visit scheduled just prior to installation of the first seismic braces, the second visit at the approximate midpoint of construction, and the third visit when the seismic bracing installation is complete (and prior to installation of ceilings).
- B. A written report shall be issued within one week of each site visit summarizing the observations made during the site visit and listing all required corrective actions and/or deficiencies.
- C. Site visits shall be coordinated with the Owner and shall be scheduled in writing a minimum of two weeks prior to the proposed site visit date.
- D. After all equipment installation is complete and all seismic bracing has been verified, the authorized representative that conducted the field verification shall issue a letter certifying that the installation is complete and that the installation complies with the specified requirements.

1.4 Special Inspection

- A. Special inspections will be arranged and paid for by the Owner when and if required by 2012 IBC Section 1704. When special inspection is required for a particular system or item of equipment the Contractor shall be available on site during each special inspection to facilitate the on-site review process.

END OF SECTION 220548



## SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Equipment labels.
  - 2. Warning signs and labels.
  - 3. Pipe labels.
  - 4. Stencils.
  - 5. Valve tags.
  - 6. Warning tags.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- D. Valve numbering scheme.
- E. Valve Schedules: For each piping system to include in maintenance manuals.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT LABELS

- A. Metal Labels for Equipment:

1. Material and Thickness: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
  2. Letter Color: White.
  3. Background Color: Black.
  4. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  5. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
  6. Fasteners: Stainless-steel rivets.
  7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Plastic Labels for Equipment:
1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
  2. Letter Color: White.
  3. Background Color: Black.
  4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
  5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
  7. Fasteners: Stainless-steel rivets.
  8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.

- D. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number, and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

## 2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
- B. Letter Color: Red.
- C. Background Color: White.
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
- G. Fasteners: Stainless-steel rivets.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information plus emergency notification instructions.

## 2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
  - 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.

2. Lettering Size: Size letters according to ASME A13.1 for piping.

## 2.4 STENCILS

### A. Stencils for Gas Piping:

1. Lettering Size: Size letters according to ASME A13.1 for piping.
2. Stencil Material: Fiberboard or Brass.
3. Stencil Paint: Exterior, gloss, alkyd enamel or acrylic enamel in colors complying with recommendations in ASME A13.1 unless otherwise indicated. Paint may be in pressurized spray-can form.
4. Identification Paint: Exterior, alkyd enamel or acrylic enamel in colors according to ASME A13.1 unless otherwise indicated. Paint may be in pressurized spray-can form.

## 2.5 VALVE TAGS

### A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass wire-link chain or beaded chain.

### B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

## 2.6 WARNING TAGS

### A. Description: Preprinted or partially preprinted accident-prevention tags of plasticized card stock with matte finish suitable for writing.

1. Size: 3 by 5-1/4 inches minimum.
2. Fasteners: [Brass grommet and wire] [Reinforced grommet and wire or string].
3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."

4. Color: Safety yellow background with black lettering.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

#### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

#### 3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

#### 3.4 PIPE LABEL INSTALLATION

- A. Piping Color Coding: Painting of piping is specified in Section 099123 "Interior Painting." and Section 099600 "High-Performance Coatings."
- B. Stenciled Pipe Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, with painted, color-coded bands or rectangles on each piping system.
  1. Identification Paint: Use for contrasting background.
  2. Stencil Paint: Use for pipe marking.
- C. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
  1. Near each valve and control device.

2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
  3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
  4. At access doors, manholes, and similar access points that permit view of concealed piping.
  5. Near major equipment items and other points of origination and termination.
  6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
  7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- D. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.
- E. Pipe Label Color Schedule:
1. Low-Pressure Compressed Air Piping:
    - a. Background: Safety blue.
    - b. Letter Colors: White.
  2. Domestic Water Piping
    - a. Background: Safety green.
    - b. Letter Colors: White.
  3. Sanitary Waste and Storm Drainage Piping:
    - a. Background Color: Safety purple.
    - b. Letter Color: White.
  4. Gas Piping:
    - a. Background Color: N/A.
    - b. Letter Color: Yellow.
  5. Evaporative Cooler Drainage Piping:
    - a. Background Color: Safety purple.
    - b. Letter Color: White.
  6. Condensate Piping:
    - a. Background Color: Safety purple.

- b. Letter Color: White.

### 3.5 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves, valves within factory-fabricated equipment units, shutoff valves, faucets, convenience and lawn-watering hose connections, and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:
  - 1. Valve-Tag Size and Shape:
    - a. Cold Water: 1-1/2 inches, round.
    - b. Hot Water: 1-1/2 inches, round.
    - c. Low-Pressure Compressed Air: 1-1/2 inches, round.
  - 2. Valve-Tag Colors:
    - a. Cold Water: Natural.
    - b. Hot Water: Natural.
    - c. Low-Pressure Compressed Air: Natural.
  - 3. Letter Colors:
    - a. Cold Water: White.
    - b. Hot Water: White.
    - c. Low-Pressure Compressed Air: White.
    - d. High-Pressure Compressed Air: White.

### 3.6 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 220553

## SECTION 220719 - PLUMBING PIPING INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes insulating the following plumbing piping services:
  - 1. Domestic cold-water piping.
  - 2. Domestic hot-water piping.
  - 3. Domestic recirculating hot-water piping.
  - 4. Roof drains and rainwater leaders.
  - 5. Supplies and drains for handicap-accessible lavatories and sinks.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied, if any).

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.



- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
  - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.
- C. Comply with the following applicable standards and other requirements specified for miscellaneous components:
  - 1. Supply and Drain Protective Shielding Guards: ICC A117.1.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

#### 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

### 2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - 1. Block Insulation: ASTM C 552, Type I.
  - 2. Special-Shaped Insulation: ASTM C 552, Type III.
  - 3. Preformed Pipe Insulation without Jacket: Comply with ASTM C 552, Type II, Class 1.
  - 4. Preformed Pipe Insulation with Factory-Applied [ASJ] [ASJ-SSL]: Comply with ASTM C 552, Type II, Class 2.
  - 5. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
- G. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
- H. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Mineral-Fiber, Preformed Pipe Insulation:
  - 1. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ.

Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

## 2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
  - 1. VOC content not greater than 80g/l in accordance with EPA Method 24.
  - 2. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
  - 1. VOC content not greater than 80g/l in accordance with EPA Method 24.
  - 2. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers.
- D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
  - 1. VOC content not greater than 80g/l in accordance with EPA Method 24.
  - 2. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.
  - 1. VOC content not greater than 80g/l in accordance with EPA Method 24.
  - 2. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers.

## 2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
  - 1. VOC content not greater than 80g/l in accordance with EPA Method 24.

2. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers. Verify that products listed comply with water-vapor permeance. Require proof of performance and certified test reports from vapor-barrier mastic manufacturer to support product literature claims.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.
1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
  2. Service Temperature Range: Minus 20 to plus 180 deg F.
  3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  4. Color: White.
- C. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below-ambient services.
1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
  2. Service Temperature Range: Minus 50 to plus 220 deg F.
  3. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
  4. Color: White.
- D. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.
1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
  2. Service Temperature Range: Minus 20 to plus 180 deg F.
  3. Solids Content: 60 percent by volume and 66 percent by weight.
  4. Color: White.

## 2.4 SEALANTS

- A. Joint Sealants for Cellular-Glass and Phenolic Products:
1. Materials shall be compatible with insulation materials, jackets, and substrates.
  2. Permanently flexible, elastomeric sealant.

3. Service Temperature Range: Minus 100 to plus 300 deg F.
4. Color: White or gray.
5. VOC content not greater than 80g/l in accordance with EPA Method 24.
6. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers. Flexible elastomeric and polyolefin adhesive: comply with Mil-A-24179A, Type II, Class I.

B. FSK and Metal Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: Aluminum.
5. VOC content not greater than 80g/l in accordance with EPA Method 24.
6. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers.

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: White.
5. VOC content not greater than 80g/l in accordance with EPA Method 24.
6. Comply with the requirements of the California Department of Health Services "Standard practice for the testing of volatile organic emissions from various sources using small Scale Environmental Chambers. Flexible elastomeric and polyolefin adhesive: comply with Mil-A-24179A, Type II, Class I.

2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

## 2.6 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
  1. Adhesive: As recommended by jacket material manufacturer.
  2. Color: White.
  3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
    - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
- C. Metal Jacket:
  1. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
    - a. Sheet and roll stock ready for shop or field sizing or Factory cut and rolled to size.
    - b. Finish and thickness are indicated in field-applied jacket schedules.
    - c. Moisture Barrier for Indoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
    - d. Moisture Barrier for Outdoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
    - e. Factory-Fabricated Fitting Covers:
      - 1) Same material, finish, and thickness as jacket.
      - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
      - 3) Tee covers.
      - 4) Flange and union covers.

- 5) End caps.
- 6) Beveled collars.
- 7) Valve covers.
- 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

## 2.7 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
  1. Width: 3 inches.
  2. Thickness: 11.5 mils.
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
  1. Width: 3 inches.
  2. Thickness: 6.5 mils.
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
  1. Width: 2 inches.
  2. Thickness: 6 mils.
  3. Adhesion: 64 ounces force/inch in width.
  4. Elongation: 500 percent.
  5. Tensile Strength: 18 lbf/inch in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Width: 2 inches.
2. Thickness: 3.7 mils.
3. Adhesion: 100 ounces force/inch in width.
4. Elongation: 5 percent.
5. Tensile Strength: 34 lbf/inch in width.

## 2.8 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 1/2 inch wide with wing seal.

B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.

## 2.9 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Piping Enclosures:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Truebro.
  - b. Zurn Industries, LLC.
2. Description: Manufactured plastic enclosure for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with ADA requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.



- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment

- to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
  2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
    - a. For below-ambient services, apply vapor-barrier mastic over staples.
  4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
1. Vibration-control devices.
  2. Testing agency labels and stamps.

3. Nameplates and data plates.
4. Cleanouts.

### 3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
  1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
  4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
  1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
  4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
  1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- F. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

### 3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
  1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
  2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
  3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
  4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
  5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.

7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
  9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
  2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
  3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
  4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
  5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

### 3.6 INSTALLATION OF CELLULAR-GLASS INSULATION

#### A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

#### B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

#### C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

#### D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

### 3.7 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
  - 1. Install pipe insulation to outer diameter of pipe flange.
  - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
  - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
  - 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
  - 1. Install mitered sections of pipe insulation.
  - 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
  - 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
  - 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
  - 3. Install insulation to flanges as specified for flange insulation application.
  - 4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

### 3.8 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
  2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
  3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
  4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
1. Install preformed pipe insulation to outer diameter of pipe flange.
  2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
  3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
  4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
  2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
  2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
  3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
  4. Install insulation to flanges as specified for flange insulation application.



### 3.9 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
  - 1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
  - 2. Embed glass cloth between two 0.062-inch-thick coats of lagging adhesive.
  - 3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. Where FSK jackets are indicated, install as follows:
  - 1. Draw jacket material smooth and tight.
  - 2. Install lap or joint strips with same material as jacket.
  - 3. Secure jacket to insulation with manufacturer's recommended adhesive.
  - 4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
  - 5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.
- C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.
  - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

### 3.10 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
  - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coat Material: Interior, flat, latex-emulsion size.

- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

### 3.11 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

- 1. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three locations of straight pipe, three locations of threaded fittings, three locations of welded fittings, two locations of threaded strainers, three locations of threaded valves, and three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- B. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

### 3.12 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
  - 1. Underground piping.
  - 2. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

### 3.13 INDOOR PIPING INSULATION SCHEDULE

#### A. Domestic Cold Water:

- 1. NPS 1 and Smaller: Insulation shall be one of the following:
  - a. Cellular Glass: 1-1/2 inch thick.
  - b. Flexible Elastomeric: 1/2 inch thick.
  - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
- 2. NPS 1-1/4 and Larger: Insulation shall be one of the following:

- a. Cellular Glass: 1-1/2 inchesthick.
  - b. Flexible Elastomeric: 1/2 inchthick.
  - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
- B. Domestic Hot and Recirculated Hot Water:
- 1. NPS 1-1/4and Smaller: Insulation shall be one of the following:
    - a. Cellular Glass: 1-1/2 inchesthick.
    - b. Flexible Elastomeric: 1-1/2 inchthick.
    - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-1/2 inch thick.
  - 2. NPS 1-1/2 and Larger: Insulation shall be one of the following:
    - a. Cellular Glass: 1-1/2 inchesthick.
    - b. Flexible Elastomeric: 1-1/2 inchthick.
    - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-1/2 inch thick.
- C. Roof Drain and Overflow Drain Bodies:
- 1. All Pipe Sizes: Insulation shall be one of the following:
    - a. Cellular Glass: 1-1/2 inchesthick.
    - b. Flexible Elastomeric: 1/2 inchthick.
    - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
- D. Horizontal Roof Drain and Overflow Drain Piping:
- a. Cellular Glass: 1-1/2 inchesthick.
  - b. Flexible Elastomeric: 1/2 inchthick.
  - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
- E. Exposed Sanitary Drains, Domestic Water, Domestic Hot Water, and Stops for Plumbing Fixtures for People with Disabilities:
- 1. All Pipe Sizes: Insulation shall be the following:
    - a. Shielding Piping Enclosures
- 3.14 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE
- A. Domestic Water Piping:
- 1. All Pipe Sizes: Insulation shall be one of the following:
    - a. Cellular Glass: 2 inchesthick.
    - b. Flexible Elastomeric: 2 inchesthick.
    - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inchesthick.

B. Domestic Hot and Recirculated Hot Water:

1. All Pipe Sizes: Insulation shall be one of the following:
  - a. Cellular Glass: 2 inchesthick.
  - b. Flexible Elastomeric: 2 inchesthick.
  - c. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inchesthick.

3.15 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Piping, Exposed:
  1. Aluminum, Smooth: 0.024 inchthick.

END OF SECTION 220719

## SECTION 221116 - DOMESTIC WATER PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Under-building-slab and aboveground domestic water pipes, tubes, and fittings inside buildings.
  - 2. Encasement for piping.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For transition fittings and dielectric fittings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.
- C. Welding certificates.

#### 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to Stainless Steel Welding Code.

### PART 2 - PRODUCTS

#### 2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

- B. Potable-water piping and components shall comply with NSF 14 and NSF 61 Annex G. Plastic piping components shall be marked with "NSF-pw."

## 2.2 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.
- B. Soft Copper Tube: ASTM B 88, Type K and ASTM B 88, Type L water tube, annealed temper.
- C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- F. Copper Unions:
  - 1. MSS SP-123.
  - 2. Cast-copper-alloy, hexagonal-stock body.
  - 3. Ball-and-socket, metal-to-metal seating surfaces.
  - 4. Solder-joint or threaded ends.

## 2.3 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
  - 1. Standard: ASSE 1079.
  - 2. Pressure Rating: 150 psig minimum at 180 deg F.
  - 3. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Flanges:
  - 1. Standard: ASSE 1079.
  - 2. Factory-fabricated, bolted, companion-flange assembly.
  - 3. Pressure Rating: 150 psig minimum at 180 deg F.

4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Insulating Kits:
1. Nonconducting materials for field assembly of companion flanges.
  2. Pressure Rating: 150 psig.
  3. Gasket: Neoprene or phenolic.
  4. Bolt Sleeves: Phenolic or polyethylene.
  5. Washers: Phenolic with steel backing washers.
- E. Dielectric Nipples:
1. Standard: IAPMO PS 66.
  2. Electroplated steel nipple complying with ASTM F 1545.
  3. Pressure Rating and Temperature: 300 psig at 225 deg F.
  4. End Connections: Male threaded or grooved.
  5. Lining: Inert and noncorrosive, propylene.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Comply with requirements in Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

#### 3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."
- C. Install ductile-iron piping under building slab with restrained joints according to AWWA C600 and AWWA M41.

- D. Install underground copper tube in PE encasement according to ASTM A 674 or AWWA C105/A21.5.
- E. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve inside the building at each domestic water-service entrance. Comply with requirements for pressure gages in Section 220519 "Meters and Gages for Plumbing Piping" and with requirements for drain valves and strainers in Section 221119 "Domestic Water Piping Specialties."
- F. Install shutoff valve immediately upstream of each dielectric fitting.
- G. Install water-pressure-reducing valves downstream from shutoff valves. Comply with requirements for pressure-reducing valves in Section 221119 "Domestic Water Piping Specialties."
- H. Install domestic water piping level and plumb.
- I. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- J. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- K. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- L. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- M. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- N. Install piping to permit valve servicing.
- O. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- P. Install piping free of sags and bends.
- Q. Install fittings for changes in direction and branch connections.
- R. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.



- S. Install pressure gages on suction and discharge piping for each plumbing pump and packaged booster pump. Comply with requirements for pressure gages in Section 220519 "Meters and Gages for Plumbing Piping."
- T. Install thermostats in hot-water circulation piping. Comply with requirements for thermostats in Section 221123 "Domestic Water Pumps."
- U. Install thermometers on outlet piping from each water heater. Comply with requirements for thermometers in Section 220519 "Meters and Gages for Plumbing Piping."
- V. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- W. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- X. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

### 3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools recommended by fitting manufacturer.

- G. Push-on Joints for Copper Tubing: Clean end of tube. Measure insertion depth with manufacturer's depth gage. Join copper tube and push-on-joint fittings by inserting tube to measured depth.
- H. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2104. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

### 3.4 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings or nipples.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flanges, flange kits or nipples.

### 3.5 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for pipe hanger, support products, and installation in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
  - 1. Vertical Piping: MSS Type 8 or 42, clamps.
  - 2. Individual, Straight, Horizontal Piping Runs:
    - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
    - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
    - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
  - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
  - 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support vertical piping and tubing at base and at each floor.
- D. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.
- E. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
  - 1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
  - 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.

3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
  4. NPS 2-1/2: 108 inches with 1/2-inch rod.
  5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.
  6. NPS 6: 10 feet with 5/8-inch rod.
  7. NPS 8: 10 feet with 3/4-inch rod.
- F. Install supports for vertical copper tubing every 10 feet.
- G. Install hangers for stainless-steel piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.
  2. NPS 1-1/2: 108 inches with 3/8-inch rod.
  3. NPS 2: 10 feet with 3/8-inch rod.
  4. NPS 2-1/2: 11 feet with 1/2-inch rod.
  5. NPS 3 and NPS 3-1/2: 12 feet with 1/2-inch rod.
  6. NPS 4 and NPS 5: 12 feet with 5/8-inch rod.
  7. NPS 6: 12 feet with 3/4-inch rod.
  8. NPS 8 to NPS 12: 12 feet with 7/8-inch rod.
- H. Install supports for vertical stainless-steel piping every 15 feet.
- I. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

### 3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
  1. Domestic Water Booster Pumps: Cold-water suction and discharge piping.

2. Water Heaters: Cold-water inlet and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
3. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
4. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

### 3.7 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 220553 "Identification for Plumbing Piping and Equipment."
- B. Label pressure piping with system operating pressure.

### 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  1. Piping Inspections:
    - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
    - b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
      - 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
      - 2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
    - c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
    - d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
  2. Piping Tests:
    - a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
    - b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in

segments, submit a separate report for each test, complete with diagram of portion of piping tested.

- c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
  - d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
  - e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
  - f. Prepare reports for tests and for corrective action required.
- B. Domestic water piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

### 3.9 ADJUSTING

- A. Perform the following adjustments before operation:
1. Close drain valves, hydrants, and hose bibbs.
  2. Open shutoff valves to fully open position.
  3. Open throttling valves to proper setting.
  4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
    - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
    - b. Adjust calibrated balancing valves to flows indicated.
  5. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
  6. Remove and clean strainer screens. Close drain valves and replace drain plugs.
  7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
  8. Check plumbing specialties and verify proper settings, adjustments, and operation.

### 3.10 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Fill and isolate system according to either of the following:
      - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
      - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
    - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
    - d. Repeat procedures if biological examination shows contamination.
    - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Clean non-potable domestic water piping as follows:
1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  2. Use purging procedures prescribed by authorities having jurisdiction or; if methods are not prescribed, follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.
- C. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- D. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

### 3.11 PIPING SCHEDULE

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.

- C. Under-building-slab, domestic water, building-service piping, NPS 3 and smaller, shall be the following:
  - 1. Soft copper tube, ASTM B 88, Type K or ASTM B 88, Type L; wrought-copper, solder-joint fittings; and brazed joints.
- D. Aboveground domestic water piping, NPS 2-1/2 and smaller, shall be the following:
  - 1. Hard copper tube, ASTM B 88, Type L; cast- or wrought-copper, solder-joint fittings; and soldered joints.

### 3.12 VALVE SCHEDULE

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
  - 1. Shutoff Duty: Use ball valves for piping NPS 2-1/2 and smaller. Use gate valves with flanged ends for piping NPS 3 and larger.
  - 2. Throttling Duty: Use ball or globe valves.
  - 3. Hot-Water Circulation Piping, Balancing Duty: Memory-stop balancing valves.
  - 4. Drain Duty: Hose-end drain valves.
- B. Use check valves to maintain correct direction of domestic water flow to and from equipment.
- C. Iron grooved-end valves may be used with grooved-end piping.

END OF SECTION 221116

## SECTION 221119 - DOMESTIC WATER PIPING SPECIALTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Water pressure-reducing valves.
2. Balancing valves.
3. Temperature-actuated, water mixing valves.
4. Tanks

- B. Related Requirements:

1. Section 220519 "Meters and Gages for Plumbing Piping" for thermometers, pressure gages, and flow meters in domestic water piping.
2. Section 221116 "Domestic Water Piping" for water meters.
3. Section 224500 "Emergency Plumbing Fixtures" for water tempering equipment.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following:

1. Valves: Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
2. Tanks.

- B. Shop Drawings: For domestic water piping specialties.

1. Include diagrams for power, signal, and control wiring.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.



1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Pipe Welding: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code: Section IX.
  - 1. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- A. Potable-water piping and components shall comply with NSF 61 Annex G. Mark "NSF-pw" on plastic piping components.

2.2 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 150 psig unless otherwise indicated.

2.3 WATER PRESSURE-REDUCING VALVES

- A. Water Regulators:
  - 1. Standard: ASSE 1003.
  - 2. Pressure Rating: Initial working pressure of 150 psig.
  - 3. Body: Bronze for NPS 2 and smaller; cast iron with interior lining that complies with AWWA C550 or that is FDA approved for NPS 2-1/2 and NPS 3.
  - 4. Valves for Booster Heater Water Supply: Include integral bypass.
  - 5. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and NPS 3.

## 2.4 BALANCING VALVES

### A. Memory-Stop Balancing Valves:

1. Standard: MSS SP-110 for two-piece, copper-alloy ball valves.
2. Pressure Rating: 400-psig minimum CWP.
3. Size: NPS 2-1/2 and larger.
4. Body: cast iron with interior lining that complies with AWWA C550 or that is FDA approved.
5. Port: Standard or full port.
6. Seats and Seals: Replaceable.
7. End Connections: Flanged.

## 2.5 TEMPERATURE-ACTUATED, WATER MIXING VALVES

### A. Primary, Thermostatic, Water Mixing Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Lawler Manufacturing Company, Inc.
  - b. Leonard Valve Company.
  - c. Symmons Industries, Inc.
2. Standard: ASSE 1017.
3. Pressure Rating: 125 psig minimum unless otherwise indicated.
4. Type: Exposed-mounted, thermostatically controlled, water mixing valve.
5. Material: Bronze body with corrosion-resistant interior components.
6. Connections: Threaded union inlets and outlet.
7. Accessories: Manual temperature control, check stops on hot- and cold-water supplies, and adjustable, temperature-control handle.
8. Tempered-Water Setting: 105 deg F.
9. Tempered-Water Design Flow Rate: 60 gpm.
10. Selected Valve Flow Rate at 45-psig Pressure Drop: 125 gpm.
11. Pressure Drop at Design Flow Rate: 10 psig.
12. Valve Finish: Rough bronze.
13. Piping Finish: Copper.

## 2.6 TANKS

### A. Hot Water Water Storage Tank:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Lochinvar.
  - b. Cemline
  - c. Wessels
2. Construction: Shall be constructed in accordance with ASME Boiler and Pressure Vessel Code Section VIII requirements and stamped and registered with the National Board of Boiler and Pressure Vessel Inspectors.
3. Orientation: Vertical
4. Body: Carbon Steel
5. Internal Parts: Baffle.
6. Connections: Flanged
7. Working Pressure: 125 psig .
8. Maximum Operating Temperature: 225 deg F.
9. Coating: Primed and painted with oxide paint.
10. Insulation: Factory applied R-12 foam insulation with metal, UV resistant, jacket.
11. Warranty: 5 Year warranty against tank failure resulting from defects in materials or workmanship.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install water regulators with inlet and outlet shutoff valves and bypass with memory-stop balancing valve. Install pressure gages on inlet and outlet.
- B. Install water-control valves with inlet and outlet shutoff valves. Install pressure gages on inlet and outlet.
- C. Install balancing valves in locations where they can easily be adjusted.
- D. Install temperature-actuated, water mixing valves with check stops or shutoff valves on inlets and with shutoff valve on outlet.
- E. Install outlet boxes recessed in wall or surface mounted on wall. Install 2-by-4-inch blocking, wall reinforcement between studs. Comply with requirements for fire-retardant-treated-wood blocking in architectural sections.
- F. Install hose stations with check stops or shutoff valves on inlets and with thermometer on outlet.

1. Install cabinet-type units recessed in or surface mounted on wall as specified. Install 2-by-4-inch blocking, wall reinforcement between studs. Comply with requirements for fire-retardant-treated-wood blocking in architectural sections.
- G. Install water-hammer arresters in water piping according to PDI-WH 201.
- H. Install supply-type, trap-seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.

### 3.2 CONNECTIONS

- A. Comply with requirements for ground equipment in Section 260526 "Grounding and Bonding for Electrical Systems."

### 3.3 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on or near each of the following:
  1. Reduced-pressure-principle backflow preventers.
  2. Double-check, backflow-prevention assemblies.
  3. Water pressure-reducing valves.
  4. Primary, thermostatic, water mixing valves.
- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section 220553 "Identification for Plumbing Piping and Equipment."

### 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  1. Test each pressure vacuum breaker and reduced-pressure-principle backflow preventer according to authorities having jurisdiction and the device's reference standard.
- B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.5 ADJUSTING

- A. Set field-adjustable pressure set points of water pressure-reducing valves.
- B. Set field-adjustable flow set points of balancing valves.
- C. Set field-adjustable temperature set points of temperature-actuated, water mixing valves.

END OF SECTION 221119

## SECTION 230500 - MECHANICAL GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The Drawings and General provisions of the Contract including the "General Conditions", "Supplementary Conditions", and "General Requirements" of the Contract as written and referred to here are adopted and made part of Division 26.
- B. The Contract Agreement, Bidding documents, and all Addenda issued prior to Contract Agreement execution form a part of these specifications and apply to all Contracts or Subcontracts relating to the Mechanical systems.

#### 1.2 SUMMARY

- A. The work under this Division shall consist of all labor, materials, equipment, services and related accessories, etc., necessary and required to complete all work as shown or inferred on the Drawings and in the Specifications (Contract Documents).
- B. Provide fixed Mechanical, except where specifically noted otherwise.
- C. Provide portable Mechanical equipment for the complete system(s).
- D. Provide equipment, ducting, piping etc. normally furnished or required for complete Mechanical systems but not specifically specified on the drawings and/or in specifications, as though specified by both.
- E. All equipment, ducting, piping etc. shall be new, except where specifically shown or specified otherwise.

#### 1.3 WORK INCLUDED IN THIS DIVISION

- A. Mechanical work includes, but is not limited to
  - 1. Alterations and additions to existing Mechanical systems.
  - 2. Connection of all appliances and equipment including Owner furnished equipment.
- A. Install work under this Division per drawings, specifications, latest adopted edition of the Local adopted Building Codes, and any special codes having jurisdiction over specific portions of work within complete installation. In event of conflict, install work per most stringent code requirements determined by Engineer. This does not relieve the Contractor from furnishing and installing work shown or specified which may exceed the requirements of such ordinances, laws, regulations and codes.

- B. All materials, products, devices, fixtures, forms or types of construction included in this project shall meet or exceed the published requirements of American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI), and Institute of Mechanical and Electronics Engineers (IEEE). All equipment shall bear the Underwriter's Laboratories (UL) label or equivalent from approved independent testing laboratory.
- C. Arrange, pay fees for and complete work to pass required tests by agencies having authority over work. Deliver to Engineer copies of the Certificates of Inspection and approval issued by authorities and provide original copy of each certificate to Owner.
- D. When required by law or regulations, the governmental agency having jurisdiction for inspections shall be given reasonable notice and opportunity to inspect the work. Any work that is enclosed or covered up before such inspection and test shall be uncovered at the Contractor's expense; after it has been inspected, the Contractor shall restore the work to its original condition at his own expense.

#### 1.8 INSURANCE

- A. The Contractor shall procure and maintain, at his expense, such insurance as required by law and/or specified in the General Conditions.

#### 1.9 DRAWINGS AND SPECIFICATIONS

- A. Drawings and specifications are complementary. Work called for by one is binding as if called for by both. Any discrepancies between drawings and specifications shall be brought to the attention of the Engineer for clarification during the bidding period. No allowance shall subsequently be made to the Contractor by reason of his failure to have brought said discrepancies to the attention of the Consultant during the bidding period or by reason of any error on the Contractor's part.
- B. Drawings are schematic and diagrammatic in nature. Drawings show general run of piping, ductwork, excreta and approximate location of equipment. The contractor shall review drawings of all trades to assure coordination prior to placement of work. Right is reserved to change location of equipment and devices, routing of piping or ductwork within 10 feet, without extra cost to Owner.
- C. Use dimensions in figures, shop drawings, etc. and actual site measurements in preference to scaled dimensions. Do not scale drawings for exact sizes or locations – use dimensioned details or actual field conditions. Verify item mounting heights as required by project conditions prior to rough-in.
- D. Discrepancies between different drawings or between drawings and specifications, or regulations and codes governing the installation shall be brought to the attention of the Engineer in writing for determination.

- E. Layout equipment as shown on drawings as close as possible. Verify access requirements for equipment actually furnished.
- F. Contractor is responsible to field measure and confirm the mounting heights and location of Mechanical equipment with respect to counters, doorways, and other architectural, electrical, fire or structural work. Do not scale distances off the Mechanical drawings: Use actual building dimensions.
- G. Execution of Contract is evidence that Contractor has examined all existing conditions, drawings and specifications related to work, and is informed to extent and character of work. Later claims for labor and materials required due to difficulties encountered, which could have been foreseen had examination been made, will not be recognized.
- H. All work called for in this Section of the plans and specifications shall be performed under this Section, regardless of whether such work may also have been called for in other Section(s). Discrepancies in or conflicts among the various parts of the contract drawings shall not relieve Contractor of his obligation to perform.
- I. No attempt has been made to establish the required sections or splits of equipment relative to the size of access into the space, building, etc. Contractor shall establish all said splits, sections, etc. necessary to install equipment complete without undue disassembly of equipment or demolition of building parts at site of work.
- J. Charges for extra work are not allowed unless work is authorized by written order from the Owner's Representative approving charges for work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. All material shall be new, and have a UL label where available. If UL label is not available, material shall be manufactured in accordance with applicable ASME, ANSI, IEEE and Federal Standards. Use UL labeled components in assemblies that do not have overall UL label.
- B. Utilize one of the manufacturers listed to furnish all of the major equipment required for this project.

### 2.2 SUBSTITUTIONS

- A. All equipment and materials scheduled on the drawings or listed in the specifications are the "basis of design;" equipment and materials used on the project are subject to compliance with all listed requirements. In submitting a bid to complete services in this project, the contractor represents that its bid is based on materials and equipment described in the contract documents, including addenda. Contractors are encouraged to request a review of substitute materials and equipment. Substitutes will be considered only if they keep with the general intent of the contract documents, including



quality of work and product, and are fully documented. All requests for review of alternates shall be submitted to the engineer 7 working days prior to the date of bid opening. Substitutes not properly submitted may be rejected without cause. In requesting a review of substitutes the contractor is to provide an item-by-item comparison of the alternate product to the basis of design. Comparisons shall include but are not limited to: size, weight, capacity, construction, warranty, finish, etc. Contractors will not be granted extended contract time or fees in connection with the rejection of a substitute product. Contractor shall fabricate, furnish, install and pay for any additional materials and/or services by any other trade required to facilitate the use of a substituted item.

### 2.3 SUBMITTALS

- A. Before ordering any equipment contractor is to provide 6 sets of submittals for all equipment, accessories, test and balance, startup, fixtures, etc. That bare importance on proper project completion. All certifications for welders, balance contractors and startup technicians are to be provided in their appropriate sections. Submittals expected for final review are to be submitted a minimum of 14 working days prior to the required review and return time. The contractor is included 2 reviews of said submittals; any time incurred by additional submittal reviews caused by rejected or unacceptable submittals will be charged to the contractor at the engineer's hourly billing rate. Submittals will not be accepted that have not been reviewed and approved by the general contractor and/or construction manager having authority on the project. Incomplete submittals will not be accepted; a single fully encompassing submittal is to be provided by each trade. Contractors will not be granted extended contract time or fees in connection with the rejection of submittals or delays caused by unhurried submittal delivery.
- B. Standard factory brochures will not suffice as product submittals; factory submittal packages indicating the products, performance, dimensions, clearances, colors, testing and listing certifications and all accessories to be used are to be provided. In the case of alternates comparison documentation is to be provided showing proof of equality.
- C. In the case that additional design services are required by a registered professional the contractor is to provide sealed and signed documentation of work to be completed depicting necessary designs, and performance in accordance with all adopted codes.

## PART 3 - EXECUTION

### 3.1 VISIT TO SITE

- A. Visit site, and survey existing conditions affecting work prior to bid. Include necessary materials and labor to accomplish the Mechanical work, including relocation of existing services and utilities on building site in bid. No consideration shall be given to future claims due to existing conditions. Any discrepancies or interferences shall be reported immediately to the Engineer.

### 3.2 WORKMANSHIP

- A. All work performed shall be first class work in every aspect. The work shall be performed by mechanics skilled in their respective trades, who shall at all times be under the supervision of competent persons.
- B. Work under this Division shall be first class with emphasis on neatness and workmanship. All work shall be installed square and plumb and concealed where possible. Work that is deficient, defective, poorly laid out, not perfectly aligned, or that is not consistent with the requirements generally accepted in the trade for "first class work" will not be acceptable.
- C. In addition to the materials specified elsewhere, furnish and install all other miscellaneous items necessary for the completion of the work to the extent that all systems are complete and operative.
- D. All work under this Section shall be performed in cooperation with the work performed under all other Sections of the Specifications for the Project in order to avoid interference with other work and to secure the proper installation of all work. Refer the Drawings and Specifications covering the work to be performed under all Sections, so that the relation and extent of the work of this Section with respect to the work of all other Sections is understood. Give right of way to raceways and piping systems installed at a required slope.
- E. Install work using competent mechanics, under supervision of foreman, all duly certified by local authorities. The installation shall be subject to the Engineer's observation, and final acceptance. The Engineer may reject unsuitable work.

### 3.3 CHANGE ORDERS

- A. Additional work may be required on the project, which is outside the scope of the contract. Such additional work will be described in Supplemental Instructions and/or Clarifications, to be estimated and priced by the Contractor, and accepted by the Owner, prior to commencing work.
- B. Acceptable charges will be limited to the following:
  - a. Labor hours shall be calculated, and shall be priced based on actual paid cost, not to exceed local Prevailing Wage Rates.
  - b. Supervision and Support shall not exceed 15% of labor charges. This blanket percentage shall cover foreman, tools, vehicles, record drawings, etc.
  - c. Charges for material shall be charged at actual unit prices quoted by suppliers, supported by a true copy of the written price quotation.
  - d. Major equipment items shall be charged at actual unit prices quoted by suppliers, supported by a true copy of the written price quotation.

- e. Handling charges for material shall not exceed 5% of material and equipment charges. This blanket percentage shall cover freight, cartage, wastage, etc.
- f. Should the Owner or Engineer find reason to dispute or challenge the Contractor's pricing of additional work, one of the following solutions may be imposed
- g. Contractor shall be directed to proceed with the work, and submit his proposed charges for arbitration at the conclusion of the project.
- h. Contractor shall maintain a separate labor log and obtain daily signatures thereon, and shall be prepared to submit a certified, audited payroll report to support his claims.
- i. Owner shall purchase the disputed equipment and/or material, and provide same to Contractor at job site for installation, along with a copy of the invoice. Contractor may add a 10% charge to cover handling and warranty administration.
- j. Owner shall contract with a separate licensed Mechanical Contractor to perform the extra work. In this event, the originally-contracted work shall be completed by Contractor and accepted by the Owner, following inspection and recommendation by the Engineer. This Contractor shall cause no impediment to the work of the separate contractor, and shall maintain full warranty on his originally-installed equipment and workmanship.

### 3.4 GUARANTEE

- A. Furnish the Owner a written guarantee, stating that if the workmanship and/or material executed under this Division are proven defective within one (1) year after final acceptance by the Owner, such defects and other work damaged will be repaired and/or replaced. Submit with Operations and Maintenance Manuals.
- B. Obtain from the various manufacturers or vendors guarantees or warranties for their particular equipment or components, and deliver them to the Owner. All guarantees and warranties provided shall be referenced to this project.
- C. In event that systems are placed in operation in several phases at the Owner's request, guarantee will begin on date each system or item of equipment is accepted for service by the Owner. Provide O&M manuals for all equipment when equipment is accepted for service by the Owner.
- D. All guarantees and warranties shall include labor and material at the site of installation for the duration of the guarantee period.

### 3.5 COOPERATION

- A. Carefully coordinate work with other contractors and subcontractors. Refer conflicts between trades to Engineer. Provide necessary information to other trades for such coordination. Such information shall include Shop Drawings, Product Data and all other required data.
- B. Whenever such information is not provided in a timely manner or whenever such information is incorrect, this contractor shall bear all costs for providing or correcting affected work of related trades with no change to the Contract Price or Construction Schedule.
- C. Work to be installed as progress of project will allow. Schedule of work determined by General Contractor, Owner, and/or Architect/Engineer.

### 3.6 HVAC CONTROL WIRING

- A. Control Wiring including low voltage and line voltage interlock wiring will be furnished and installed under Division 26.

### 3.8 PROTECTING

- A. Provide warning lights, bracing, shoring, rails, guards and covers necessary to prevent damage or injury. All persons working around Mechanical equipment shall have Mechanical shock and flash protection per OSHA 1910.301-309 & 331-335.
- B. Do not leave exposed or unprotected, Mechanical items carrying current. Protect visitors and workers from exposure to contact with Mechanically energized surfaces, parts, etc. in accordance with OSHA standards.

### 3.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver equipment and materials to job site in original, unopened, labeled container. Products shall be properly identified with names, model numbers, types, grades, compliance labels and other information needed for identification. Store to prevent damage and injury. Store materials to prevent corroding. Store finished materials and equipment to prevent staining and discoloring. Store materials affected by condensation in warm dry areas. Provide heaters. Contractor shall verify the availability of on-site storage space, if no on site storage space is available then the contractor shall cover the cost for off-site storage. Materials stored at the project site that becomes soiled with construction dirt, concrete, or moisture shall be removed from the site and replaced with new. Do not install soiled material.
- B. Protect work and materials from damage by weather, entrance of water or dirt. Cap and mark conduit during installation.
- C. Avoid damage to materials and equipment in place. Repair, or remove and replace damaged work and materials.

- D. Protection and safekeeping of products stored on premises is responsibility of Contractor supplying products.
- E. Schedule of deliveries and unloading to prevent traffic congestion blocking of access or interference with work. Arrange deliveries to avoid larger accumulations of materials than can be suitably stored at site.
- F. Install equipment per manufacturer's recommendations. Conflicts between contract documents and these recommendations shall be referred to Engineer for remedy.
- G. Mechanical or electronic equipment that has been damaged, exposed to weather or is, in the opinion of the Engineer or Architect, otherwise unsuitable because of improper fabrication, storage or installation shall be removed and replaced by this Contractor at his expense.

### 3.11 CLEANING AND PAINTING

- A. Clean equipment furnished in this Division after completion of work. Clean wipe the interior of all ducting, pipes, equipment soiled with dirt and debris prior to installation of wiring.
- B. Touch-up or re-paint damaged painted finishes as determined by the Engineer.
- C. Contractor is to paint out all diffuser, grille and internal ductwork portions visible behind terminations in space. All ductwork installed exposed within the space is to be painted per the architectural requirements. Coordinate exact requirements with architectural drawings.
- D. Remove debris, packing cartons, scrap, etc., from site daily.

### 3.12 STARTUP

- A. All mechanical equipment is to be started up by a factory trained and certified technician.

### 3.13 TRAINING

- A. Training for operation and maintenance of new systems or modifications to existing systems is specified in Technical sections. Contractor shall submit with record documents an itemized receipt signed by Owner's representative that all specified training has been received.

### 3.14 ACCESS PANELS

- A. The contractor shall furnish all access panels for walls, partitions, etc., and shall give access panel to the General Contractor for installation at locations as directed by the Mechanical Contractor. It shall be the responsibility of the Mechanical Contractor that access panels are provided for access to all equipment and accessories, which may be concealed by building construction to

provide adequate service space and comply with the manufacturers listed requirements. Access panels shall be installed so as not to interfere with building and other system arrangements.

END OF SECTION 230500

## SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

#### 1.3 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
  - 1. Motor controllers.
  - 2. Torque, speed, and horsepower requirements of the load.
  - 3. Ratings and characteristics of supply circuit and required control sequence.
  - 4. Ambient and environmental conditions of installation location.

### PART 2 - PRODUCTS

#### 2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.
- B. Comply with IEEE 841 for severe-duty motors.

#### 2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 40°C and at altitude of 3300 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with

indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

### 2.3 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
  - 1. Permanent-split capacitor.
  - 2. Split phase.
  - 3. Capacitor start, inductor run.
  - 4. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513



## SECTION 232123 - HYDRONIC PUMPS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Close-coupled, in-line centrifugal pumps.

#### 1.3 DEFINITIONS

- A. Buna-N: Nitrile rubber.
- B. EPT: Ethylene propylene terpolymer.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of pump. Include certified performance curves and rated capacities, operating characteristics, furnished specialties, final impeller dimensions, and accessories for each type of product indicated. Indicate pump's operating point on curves.
- B. Shop Drawings: For each pump.
  - 1. Show pump layout and connections.
  - 2. Include setting drawings with templates for installing foundation and anchor bolts and other anchorages.
  - 3. Include diagrams for power, signal, and control wiring.
  - 4. Submittals must be specific to this project. Generic submittals will not be accepted.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For pumps to include in emergency, operation, and maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. The manufacturer shall be responsible for the complete pump and control package, including system interface with pumps and VFDs, as well as the successful operation of all components supplied by the pump control system manufacturer.
- B. All functions of the variable speed pump control system shall be thoroughly field tested prior to actual start-up. This test shall be conducted with motors connected to VFD output and it shall test all inputs, outputs and program execution specific to this application.
- C. The VFD and motor shall be listed and recognized by Underwriter's Laboratories and bear the UL label.

## 1.7 DELIVERY AND STORAGE

- A. Storage and Handling Requirements: Store materials off ground and protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer. Storage must be weather tight, rain proof, and dust proof.
  - 1. Exercise care to avoid damage during unloading and storing.
  - 2. Leave pump port protection plates in place until pumps are ready to connect to piping.
  - 3. Do not place cable slings around pump shaft or integrated control enclosure.
  - 4. Once installed the contractor must keep a dust proof cover over the drive, motor, and integral controller.

## 1.8 WARRANTY

- A. Manufacturer's warranty: The entire package shall carry a 18 month parts warranty. The drive will carry a parts and labor warranty. The motor will carry a 12 month parts and labor warranty but must be delivered to a local authorized motor warranty shop by the installing contractor. Manufacturer's warranty is in addition to and not intended to limit other rights Owner may have under Contract Conditions

## PART 2 - PRODUCTS

### 2.1 CLOSE-COUPLED, IN-LINE CENTRIFUGAL PUMPS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Grundfos Pumps Corporation.
  - 2. ITT Corporation.

3. Patterson Pump Company; a Gorman-Rupp company.
  4. TACO Comfort Solutions, Inc.
- B. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, close-coupled, in-line pump as defined in HI 1.1-1.2 and HI 1.3; designed for installation with pump and motor shafts mounted horizontally or vertically.
- C. Pump Construction:
1. Casing: Radially split, cast iron, with threaded gage tappings at inlet and outlet and companion-flange connections.
  2. Impeller: ASTM B 584, non-metallic; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw.
  3. Pump Shaft: Ceramic.
  4. O-Ring & Gaskets: EPDM.
  5. Pump Bearings: Carbon.
- D. Motor: Single speed and rigidly mounted to pump casing.
1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  2. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
- E. Capacities and Characteristics:
1. Per project schedules.

## 2.2 EXAMINATION

- A. Examine equipment foundations and anchor-bolt locations for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for piping systems to verify actual locations of piping connections before pump installation.
- C. Examine foundations and inertia bases for suitable conditions where pumps are to be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 2.3 PUMP INSTALLATION

- A. Comply with HI 1.4 and HI 2.4.
- B. Install pumps to provide access for periodic maintenance including removing motors, impellers, couplings, and accessories.
- C. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.

### 2.4 CONNECTIONS

- A. Where installing piping adjacent to pump, allow space for service and maintenance.
- B. Connect piping to pumps. Install valves that are same size as piping connected to pumps.
- C. Install suction and discharge pipe sizes equal to or greater than diameter of pump nozzles.
- D. Install check valve and gate or ball valve on each condensate pump unit discharge.
- E. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- F. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

### 2.5 STARTUP SERVICE

- A. Perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
  - 2. Check piping connections for tightness.
  - 3. Clean strainers on suction piping.
  - 4. Perform the following startup checks for each pump before starting:
    - a. Verify bearing lubrication.
    - b. Verify that pump is free to rotate by hand and that pump for handling hot liquid is free to rotate with pump hot and cold. If pump is bound or drags, do not operate until cause of trouble is determined and corrected.
    - c. Verify that pump is rotating in the correct direction.

5. Prime pump by opening suction valves and closing drains, and prepare pump for operation.
6. Start motor.
7. Open discharge valve slowly.

2.6 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain hydronic pumps.

END OF SECTION 232123

SECTION 235216

CONDENSING WATER HEATER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes gas-fired, water-tube condensing boilers, trim, and accessories for generating hot water.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for boilers.
  - 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For boilers, boiler trim, and accessories.
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- C. Delegated-Design Submittal: For each boiler.
  - 1. Design calculations and vibration isolation base details, signed and sealed by a qualified professional engineer.
    - a. Design Calculations: Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
    - b. Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For boiler, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Source quality-control reports.
- C. Field quality-control reports.
- D. Sample Warranty: For special warranty.
- E. Other Informational Submittals:
  - 1. ASME Stamp Certification and Report: Submit "A," "S," or "PP" stamp certificate of authorization, as required by authorities having jurisdiction, and document hydrostatic testing of piping external to boiler.
  - 2. CSA B51 pressure vessel Canadian Registration Number (CRN).

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. RLY20062 Low Voltage Connection Board.
  - 2. RLY30067 Integrated Control.
  - 3. TST2060 Inset Sensor
  - 4. TST20009 Outlet Sensor/High Limit
  - 5. FAN30001 Fan Assembly
  - 6. VAL3213 Gas Valve Assembly Natural Gas
  - 7. PLT3022 Flame Sensor with Gasket
  - 8. PLT30000 Ignitor with Gasket
  - 9. SWT2011 Blocked Drain Switch
  - 10. PRS20019 Pressure Switch

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Water-Tube Condensing Boilers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASME Compliance: Fabricate and label boilers to comply with 2010 ASME Boiler and Pressure Vessel Code.
- C. ASHRAE/IES 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."
- D. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N.
- E. UL Compliance: Test boilers for compliance with UL 795. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.
- F. CSA Compliance: Test boilers for compliance with CSA B51.
- G. Mounting Base: For securing boiler to concrete base.
  - 1. Seismic Fabrication Requirements: Fabricate mounting base and attachment to boiler pressure vessel, accessories, and components with reinforcement strong enough to withstand seismic forces defined in Section 230548 "Vibration and Seismic Controls for HVAC" when mounting base is anchored to building structure.
- H. Outdoor rated with factory certified outdoor enclosure.



## 2.2 WATER-TUBE CONDENSING BOILERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Aerco
  - 2. Laars Heating Systems Company.
  - 3. Lochinvar, LLC.
- B. Description: Factory-fabricated, -assembled, and -tested, copper-finned, water-tube condensing boiler with heat exchanger sealed pressure tight, built on a steel base, including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Water-heating service only.
- C. Heat Exchanger: Finned-copper primary and stainless-steel secondary heat exchangers.
- D. Combustion Chamber: Stainless steel, sealed.
- E. Burner: Natural gas, forced draft drawing from gas premixing valve.
- F. Blower: Centrifugal fan to operate during each burner firing sequence and to prepurge and postpurge the combustion chamber.
  - 1. Motors: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
    - a. Motor Sizes: Minimum size as indicated; if not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.
- H. Ignition: Silicone carbide hot-surface ignition that includes flame safety supervision and 100 percent main-valve shutoff.
- I. Integral Circulator: Cast-iron body and stainless-steel impeller sized for minimum flow required in heat exchanger.
- J. Casing:
  - 1. Jacket: Sheet metal, with snap-in or interlocking closures.
  - 2. Control Compartment Enclosures: NEMA 250, Type 1A.

3. Finish: Textured epoxy.
4. Insulation: Minimum 1-inch-thick, mineral-fiber insulation surrounding the heat exchanger.
5. Combustion-Air Connections: Inlet and vent duct collars.

### 2.3 TRIM

- A. Aquastat Controllers: Operating, firing rate, and high limit.
- B. Safety Relief Valve: ASME rated.
- C. Pressure and Temperature Gage: Minimum 3-1/2-inch-diameter, combination water-pressure and -temperature gage. Gages shall have operating-pressure and -temperature ranges, so normal operating range is about 50 percent of full range.
- D. Boiler Air Vent: Automatic.
- E. Drain Valve: Minimum NPS hose-end gate valve.

### 2.4 CONTROLS

- A. Boiler operating controls shall include the following devices and features:
  1. Control transformer.
  2. Set-Point Adjust: Set points shall be adjustable.
  3. Operating Pressure Control: Factory wired and mounted to cycle burner.
  4. Low-Water Cutoff and Pump Control: Cycle feedwater pump(s) for makeup water control.
  5. Boiler circulator start/stop.
  6. Sequence of Operation: Electric, factory-fabricated and installed panel to control burner firing rate to maintain tank temperature in response to thermostat with heat anticipator located in heated space.
    - a. Include automatic, alternating-firing sequence for multiple boilers to ensure maximum system efficiency throughout the load range and to provide equal runtime for boilers.
- B. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.

1. High Cutoff: Manual reset stops burner if operating conditions rise above maximum boiler design temperature or pressure.
  2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be automatic-reset type.
  3. Blocked Inlet Safety Switch: Manual-reset pressure switch field mounted on boiler combustion-air inlet.
  4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.
- C. Building Automation System Interface: Factory install hardware and software to enable building automation system to monitor, control, and display boiler status and alarms. This is for future use only.
1. A communication interface with building automation system shall enable building automation system operator to remotely control and monitor the boiler from an operator workstation. Control features available, and monitoring points displayed, locally at boiler control panel shall be available through building automation system.

## 2.5 ELECTRICAL POWER

- A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in electrical Sections.
- B. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.
  1. House in NEMA 250, enclosure.
  2. Wiring shall be numbered and color coded to match wiring diagram.
  3. Install factory wiring outside of an enclosure in a metal raceway.
  4. Provide each motor with overcurrent protection.

## 2.6 VENTING KITS

- A. Kit: Complete system, ASTM A 959, Type 29-4C stainless steel, pipe, vent terminal, thimble, indoor plate, vent adapter, condensate trap and dilution tank, and sealant.
- B. Combustion-Air Intake: Complete system, stainless steel, pipe, vent terminal with screen, inlet air coupling, and sealant.

## 2.7 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- B. Test and inspect factory-assembled boilers, before shipping, according to 2010 ASME Boiler and Pressure Vessel Code.
- C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting performance of the Work.
  - 1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- B. Examine mechanical spaces for suitable conditions where boilers will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 BOILER INSTALLATION

- A. Equipment Mounting:
  - 1. Install boilers on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete." and Section 033053 "Miscellaneous Cast-in-Place Concrete."
  - 2. Comply with requirements for vibration isolation and seismic-restraint devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
  - 3. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- B. Install gas-fired boilers according to NFPA 54.
- C. Assemble and install boiler trim.

- D. Install electrical devices furnished with boiler but not specified to be factory mounted.
- E. Install control wiring to field-mounted electrical devices.

### 3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to boiler to allow service and maintenance.
- C. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
- D. Connect piping to boilers, except safety relief valve connections, with flexible connectors of materials suitable for service. Flexible connectors and their installation are specified in Section 232116 "Hydronic Piping Specialties."
- E. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of gas-train connection. Provide a reducer if required.
- F. Connect hot-water piping to supply- and return-boiler tapplings with shutoff valve and union or flange at each connection.
- G. Ground equipment according to the National Electric Code
- H. Connect wiring according to the National Electric Code

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Perform installation and startup checks according to manufacturer's written instructions.
  - 2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
  - 3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level, and [water temperature] [steam pressure].
  - b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Boiler will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to four visits to Project during other-than-normal occupancy hours for this purpose.
- F. Performance Tests:
1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
  2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
  3. Perform field performance tests to determine capacity and efficiency of boilers.
    - a. Test for full capacity.
    - b. Test for boiler efficiency at low fire 40, 80, 100, 60, and 20 percent of full capacity. Determine efficiency at each test point.
  4. Repeat tests until results comply with requirements indicated.
  5. Provide analysis equipment required to determine performance.
  6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are inadequate.
  7. Notify Architect 72 hours minimum in advance of test dates.
  8. Document test results in a report and submit to Architect.

### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain boilers. Refer to Section 017900 "Demonstration and Training."

END OF SECTION 235216

# **PLANS**

**FOR**

**JAIL WATER HEATER REPIPE PROJECT**  
Independence, CA

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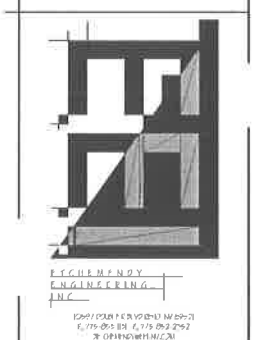


MECHANICAL & PLUMBING SPECIFICATIONS

5.1 GENERAL NOTES
5.2 SCOPE: THE WORK TO BE COMPLETED UNDER THIS CONTRACT IS TO INCLUDE NECESSARY EQUIPMENT, MATERIALS, LABOR AND INSPECTION NECESSARY IN PROVIDING A FULLY OPERATIONAL SYSTEM PER THE INTENT AND REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS.

5.20 OWNER DEMONSTRATION AND TRAINING: INSTRUCTIONAL TRAINING IS TO BE PROVIDED TO OWNERS AND OWNERS REPRESENTATIVES ON ALL MECHANICAL AND PLUMBING EQUIPMENT INSTALLED ON THE PROJECT. ALL TRAINING AND MATERIALS ARE TO BE INCLUDED IN THE CONTRACTORS BID AND PROVIDED AT NO EXTRA COST.
5.21 RECORD DRAWINGS: CONTRACTOR IS TO KEEP ACCURATE DOCUMENTATION OF ACTUAL INSTALLATION CONDITIONS AT THE COMPLETION OF THE PROJECT THE CONTRACTOR IS TO PROVIDE 3 SETS OF RECORD DRAWING AND SUBMITTALS.

5.27 ESCUTCHEONS: ESCUTCHEONS ARE TO BE PROVIDED ON ALL PIPE PENETRATIONS OF FLOORS, WALLS AND CEILINGS. ESCUTCHEONS ARE TO BE ONE-PIECE STAMPED STEEL WITH A CHROME FINISH AND SPRING POSITIONING CLAMPS.
5.30 PIPING SCHEDULE: PIPING TO BE INSTALLED IN THE BUILDING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE
PIPING OUTSIDE OF BUILDING BELOW GRADE:
SANITARY, GREASE WASTE AND VENT PIPING: CAST IRON 10-INCH PIPE MEETING ASTM A 14, ANS A 12.51 AND CISPI 300.



TENANT IMPROVEMENT
INYO COUNTY JAIL WH REPIPE
550 S CLAY ST #5
INDEPENDENCE, CALIFORNIA

Table with 2 columns: REVISIONS, DRAWING TITLE. Includes drawing title 'MECHANICAL & PLUMBING SPECIFICATIONS' and date '10/23/18'.

MPI.I

**GENERAL NOTES:**

STANDARDS AND CODES: LATEST EDITION OF THE CALIFORNIA PLUMBING CODE (CPC), AS WELL AS ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES. THIS DOES NOT RELIEVE THE CONTRACTOR FROM FURNISHING AND INSTALLING WORK SHOWN OR SPECIFIED WHICH MAY EXCEED THE REQUIREMENTS OF SUCH ORDINANCES, LAWS, REGULATIONS AND CODES.

COMPLETE INSTALLATION: PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, ACCESSORIES, ETC., NECESSARY TO ACCOMPLISH A COMPLETE PLUMBING SYSTEM IN ACCORDANCE WITH THE PLANS TOGETHER WITH THE SPECIFICATIONS.

PERMITS: OBTAIN AND PAY FOR ALL BUILDING AND WORKING PERMITS AND INSPECTION FEES REQUIRED FOR THIS PROJECT.

DRAWINGS: DATA PRESENTED ON THESE DRAWINGS SHALL BE FIELD VERIFIED SINCE ALL DIMENSIONS, LOCATIONS, AND LEVELS ARE GOVERNED BY ACTUAL FIELD CONDITIONS. REVIEW ALL ARCHITECTURAL, STRUCTURAL, CIVIL, ELECTRICAL AND SPECIALTY SYSTEMS DRAWINGS AND ADJUST ALL WORK TO MEET THE REQUIREMENTS OR CONDITIONS SHOWN THEREON. DO NOT SCALE PLUMBING PLANS FOR FIXTURE, PIPING, APPLIANCE ETC. LOCATIONS. USE CONFIGURED DIMENSIONS IF GIVEN OR CHECK ARCHITECTURAL DRAWINGS.

COPYRIGHT: THESE PLANS, SPECIFICATIONS AND ALL RELATED ADDENDA AND DOCUMENTS CONSTITUTE COPYRIGHT MATERIALS OF ETCHENENDY ENGINEERING, INC. ALL RIGHTS RESERVED BY THE COPYRIGHT AND SIMILAR LAWS ARE RESERVED TO ETCHENENDY ENGINEERING, INC. THESE MATERIALS SHALL REMAIN THE SOLE PROPERTY OF ETCHENENDY ENGINEERING, INC. AND MAY NOT BE REPRODUCED, DISTRIBUTED TO OTHERS OR USED FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF ETCHENENDY ENGINEERING, INC.

LOCATIONS: INDICATED LOCATIONS OF ALL FIXTURES, PIPING, EQUIPMENT ETC. ARE SUBJECT TO CHANGE. SHIFT/RELOCATE/RECONFIGURE ANY FIXTURE, PIPE, EQUIPMENT OR CONNECTION POINT UP TO 10' AS DIRECTED BY ENGINEER, AT NO ADDED COST.

RECORD DRAWINGS: CONTRACTOR SHALL PROVIDE, PRIOR TO FINAL ACCEPTANCE AND OBSERVATION, ONE SET OF REVISED RECORD PLUMBING CONSTRUCTION DOCUMENTS ON REPRODUCIBLE MEDIA, INDICATING THE FOLLOWING ADDITIONAL INFORMATION:

RECORD NOTATIONS SHALL BE CLEARLY DRAWN AT A DRAFTING APPEARANCE EQUAL TO THE ORIGINAL DRAWINGS. CONTRACTOR SHALL ALSO PROVIDE ALL OPERATING AND MAINTENANCE MANUALS PRIOR TO FINAL PAYMENT.

EXAMINATION OF SITE AND EXISTING CONDITIONS: BEFORE SUBMITTING A PROPOSAL, CONTRACTOR SHALL EXAMINE THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND LIMITATIONS. NO EXTRAS WILL BE ALLOWED BECAUSE OF THE CONTRACTOR'S MISUNDERSTANDING OF THE AMOUNT OF WORK INVOLVED OR HIS LACK OF KNOWLEDGE OF ANY SITE CONDITIONS WHICH MAY AFFECT HIS WORK. ANY APPARENT VARIANCE OF THE DRAWINGS OR SPECIFICATIONS FROM THE EXISTING CONDITIONS AT THE SITE SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER BEFORE SUBMITTING A PROPOSAL.

PIPING MATERIALS SHALL COMPLY WITH SECTION 100.0 AND 103.0 OF THE CALIFORNIA PLUMBING CODE.

**PIPE MATERIAL SCHEDULE**

PIPE INSIDE OF BUILDING ABOVE GRADE

PIPE TYPE: DOMESTIC COLD AND HOT CONDENSATE GAS PIPING  
 MATERIAL: TYPE L COPPER TYPE L COPPER SCHEDULE 40 STEEL

IF ALL PIPE, FITTINGS, FIXTURES, ETC. THAT CONTACT POTABLE WATER FOR HUMAN CONSUMPTION SHALL SHOW NSF # APPROVAL AND SHALL CONFORM TO UNIFORM PLUMBING CODE SECTION 404.8 AND HEALTH AND SAFETY CODE SECTION 18415.

**BOILER SCHEDULE**

TAG	NAME	MODEL	HEATING CAPACITY			CONNECTIONS				WEIGHT (LBS)	REMARKS
			INPUT-TAX	INPUT-TW	APUE	GAS	WATER	AIR	VENT		
B-1-2	LOCHVAR	ARNOR AMBROPH	800 BHP	NO BHP	98%	1"	2"	4"	6"	450	1, 2, 3, 4, 5

REMARKS:  
 1. #1 FIRING CODE (CALIFORNIA)  
 2. CONDENSATE NEUTRALIZER KIT  
 3. SIDEWALL CONCENTRIC TERMINATION KIT  
 4. HIGH / LOW GAS PRESSURE SWITCHES  
 5. LOW WATER CUTOFF W/MANUAL RESET  
 6. FACTORY CIRCULATION PUMP

NOTES:

**STORAGE TANK SCHEDULE**

SYMBOL	DESCRIPTION	MODEL	STORAGE	WEIGHT	ACCESSORIES
ST-1-2	ROUND JACKETED STORAGE TANK	LOCHVAR MODEL RJ420	89 GALLONS	100	FACTORY WALL MOUNTING BRACKET

**PLUMBING SCHEDULE**

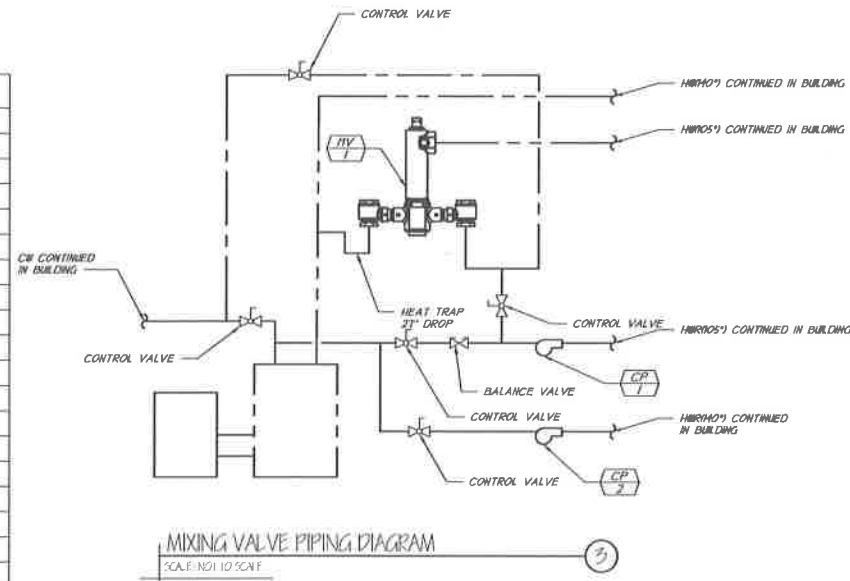
SYMBOL	DESCRIPTION	MODEL	TON	FLOWRATE	CONNECTIONS				ACCESSORIES
					SS	V	CW	HW	
TV-1	AUTOMATIC THERMOSTATIC MIXING VALVE	LAIBLER MODEL 803	-	-	-	-	1-1/2"	1-1/2"	1-1/2" TEMPERED WATER SUPPLY
ET-1	BLADDER EXPANSION TANK	ANTROL "THERM-X-TROL" MODEL ST-30VC	-	-	-	-	3/4"	-	-

**CIRCULATING PUMP SCHEDULE**

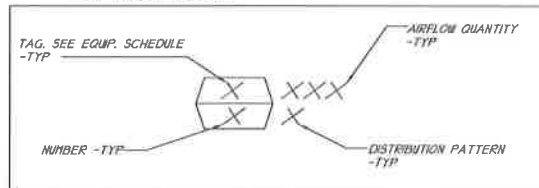
SYMBOL	DESCRIPTION	MODEL	FLOWRATE	PRESSURE DROP	WEIGHT	ELECTRICAL	ACCESSORIES
CP-1-2	CARTRIDGE CIRCULATION PUMP	TACO MODEL 0013-SF3	3 GPM	25'	4	120V, 1# 1/2HP	CP-1 INTEGRAL TIME CLOCK SET TO RUN DURING OPERATING HOURS CP-2 TO BE SET TO RUN OFF TEMPERATURE PUMP TO RUN ANYTIME RETURN WATER TEMP DROPS BELOW 120°F

**PLUMBING LEGEND**

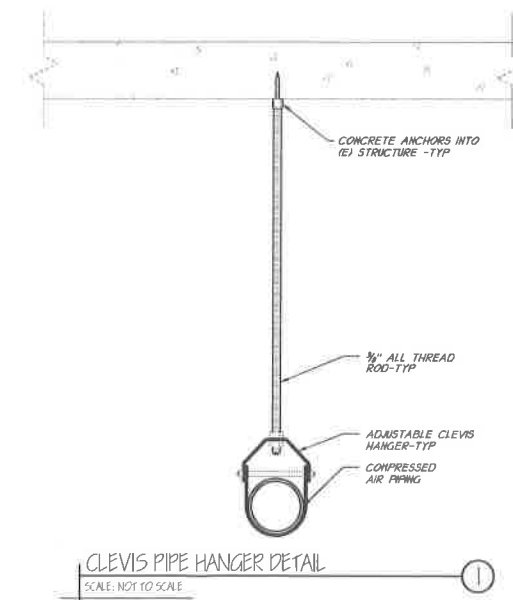
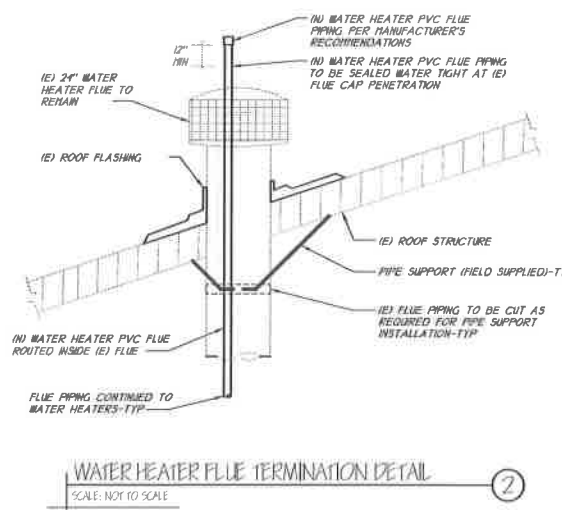
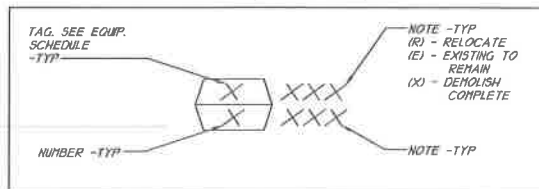
LINE TYPE	ABBREVIATION	INTENT
-----	SS	SANITARY WASTE PIPING
-----	GI	GREASE WASTE PIPING
-----	V	WASTE PIPING
-----	CW	COLD WATER PIPING
-----	HW	HOT WATER PIPING
-----	HWR	HOT WATER RETURN PIPING
-----	G	GAS PIPING
-----	MPG	MEDIUM PRESSURE GAS PIPING
-----	LP	LIQUID PROPANE GAS PIPING
-----	C	CONDENSATE PIPING
-----	UP	PIPE UP
-----	DOWN	PIPE DOWN
-----	POC	POINT OF CONNECTION
-----	POD	POINT OF DISCONNECT
-----	VTR	VENT THRU ROOF
-----	BALV	BALANCING VALVE
-----	BV	BALL VALVE
-----	EX	EXISTING
-----	AF	ABOVE FINISHED FLOOR
-----	AG	ABOVE FINISHED GRADE
-----	BF	BELOW FINISHED FLOOR
-----	BG	BELOW FINISHED GRADE
-----	HW	HOT WATER
-----	TYP	TYPICAL
-----	GPF	GALLONS PER FLUSH
-----	GPH	GALLONS PER HOUR
-----	GPM	GALLON PER MINUTE
-----	FCO	FLOOR CLEANOUT
-----	COG	CLEANOUT TO GRADE
-----	WCO	WALL CLEAN OUT
-----	TDL	TOTAL DEVELOPED LENGTH
-----	BV	BALL VALVE
-----	BALV	BALANCING VALVE
-----	TV	BUTTERFLY VALVE
-----	ACTV	AUTOMATIC CONTROL VALVE (2-WAY)
-----	ACTV	AUTOMATIC CONTROL VALVE (3-WAY)
-----	MV	MOTORIZED VALVE
-----	PRV	PRESSURE REDUCING VALVE
-----	PTG	PRESSURE & TEMPERATURE COMBINATION GAUGE
-----	MV	MIXING VALVE



**DIFFUSER/GRILLE SYMBOL LEGEND**



**EQUIPMENT SYMBOL LEGEND**



ETCHENENDY ENGINEERING, INC.  
 10/23/18

PROFESSIONAL ENGINEER - STATE OF CALIFORNIA  
 BRANDON ETCHENENDY  
 No. 9118  
 MECHANICAL  
 18295 VAN NESS  
 10/23/18

TENANT IMPROVEMENT

**INYO COUNTY JAIL WH REPIPE**

550 S CLAY ST #5  
 INDEPENDENCE, CALIFORNIA

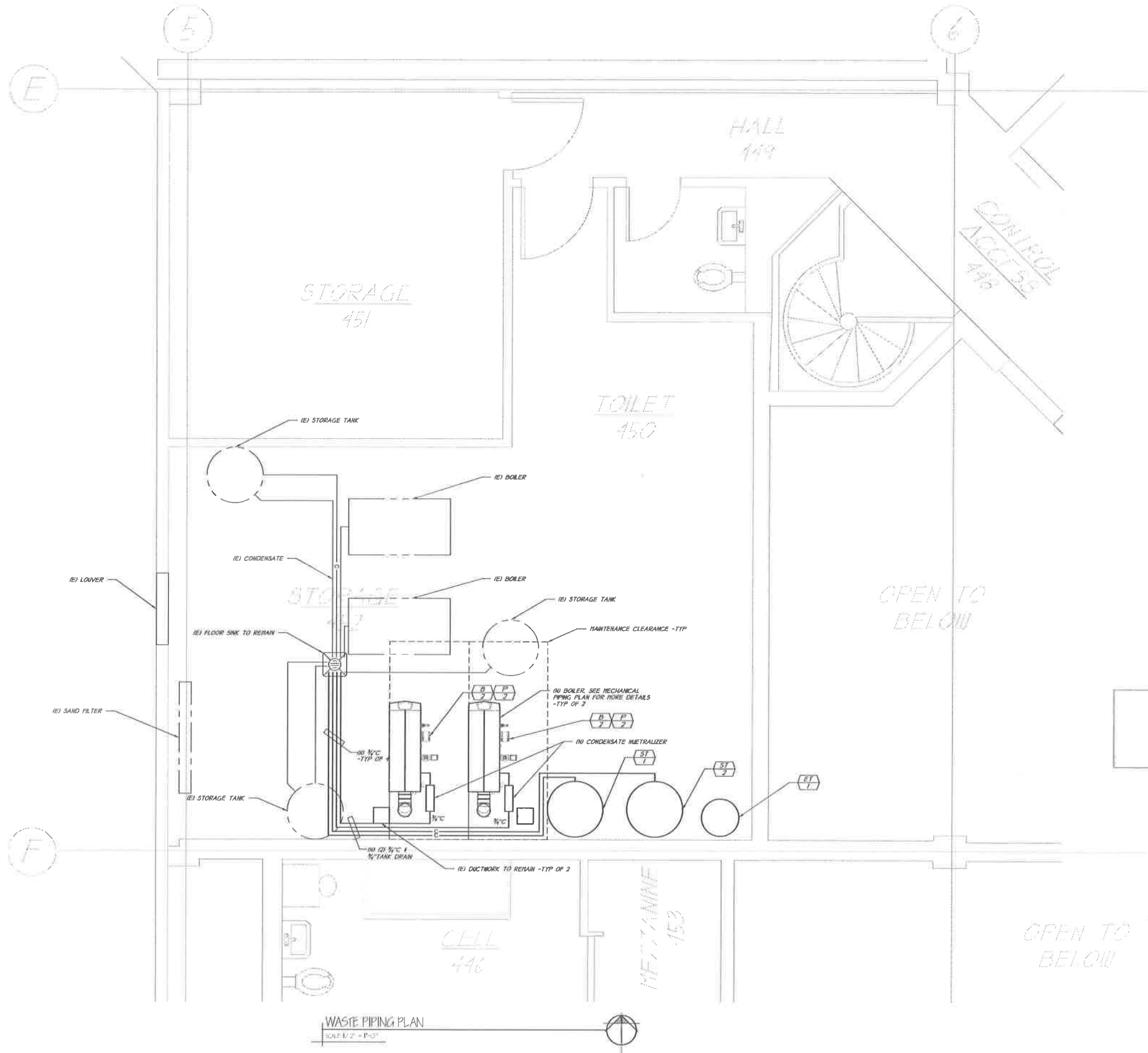
REVISIONS

DRAWING TITLE

**MECHANICAL SCHEDULES, NOTES, & DETAILS**

Date	10/23/18
Drawn	18067
Check	JLB
Scale	BAE

**MO.I**



WASTE PIPING PLAN  
SCALE: 1/2" = 1'-0"

**SHEET NOTES:**

1. SAND FILTER TO BE REMOVED FIRST
2. ALL NEW BOILERS, TANKS, & PIPING TO BE INSTALLED PRIOR TO REMOVAL OF THE REMAINING EXISTING EQUIPMENT
3. IEJ PLANT TO REMAIN OPERATIONAL DURING INSTALLATION OF INU PLANT
4. A TIED CUT OVER TO BE COORDINATED WITH THE JAIL A MINIMUM OF 10 DAYS IN ADVANCE
5. WORK TO BE PHASED AS REQUIRED TO LIMIT WATER HEATER DOWNTIME TO BETWEEN THE HOURS OF 2PM TO 5AM
6. ENTIRE INU BOILER PLANT SHALL BE CUT OVER AND FULLY OPERATIONAL IN A SINGLE SHUT DOWN
7. BOILERS TO BE INSTALLED THRU IEJ COMBUSTION AIR LOUVER. FIELD VERIFY WIDTH AND ELEVATION ABOVE FLOOR.
8. STORAGE TANKS AND WATER HEATER TO BE RELINISHED TO OWNER
9. INTERCEPT AND EXTEND IEJ CIRCUITS FOR DMN-1 1 2 AND CP-1 1 2 AND EXTEND TO THE NEW UNITS RESPECTIVELY



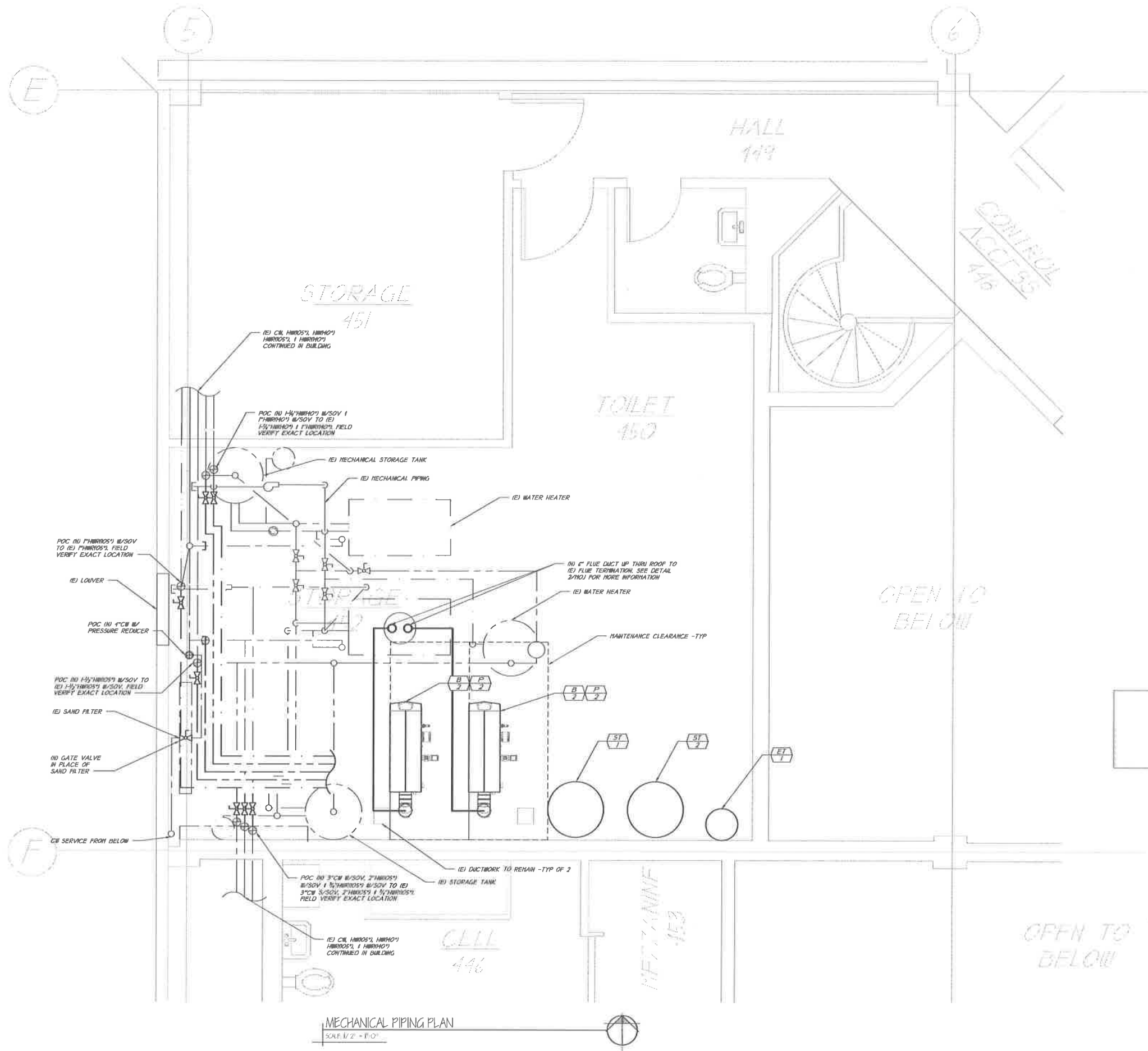
PROJECT: INYO COUNTY JAIL WH REPIPE  
 DATE: 10/23/18  
 DRAWN BY: JLB  
 CHECKED BY: BAE



TENANT IMPROVEMENT  
**INYO COUNTY JAIL WH REPIPE**  
 550 S CLAY ST # 5  
 INDEPENDENCE, CALIFORNIA

REVISIONS	
DRAWING TITLE	
WATSE PIPING PLAN	
date	10/23/18
job number	18067
drawn	JLB
checked	BAE

**M.I.I.**



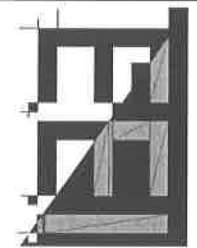
**GENERAL NOTES:**

1. **CIRCUITING:** ALL WIRING SHALL BE IN CONDUIT, ENT WITH STEEL SET SCREW INSULATED-THROAT FITTINGS MAY BE USED IN DRY, PROTECTED INTERIOR LOCATIONS. TYPE MC CABLE MAY NOT BE USED. ALL CONDUIT SHALL HAVE FULL CORD IF OTHERWISE EMPTY. WHERE CEILING AND WALLS ARE INACCESSIBLE THE CONTRACTOR SHALL USE A WIRETRAY SURFACE NON-METALLIC RACEWAY SYSTEM (PMD FOR DATA OR POWER RUN ALONE OR P100 FOR DATA AND POWER RUN TOGETHER). **NOTE:** NO SURFACE EMT WILL BE ALLOWED OUTSIDE THE MECHANICAL ROOM UNLESS NOTED AND AUTHORIZED IN WRITING FROM A INTO COUNTY REPRESENTATIVE.

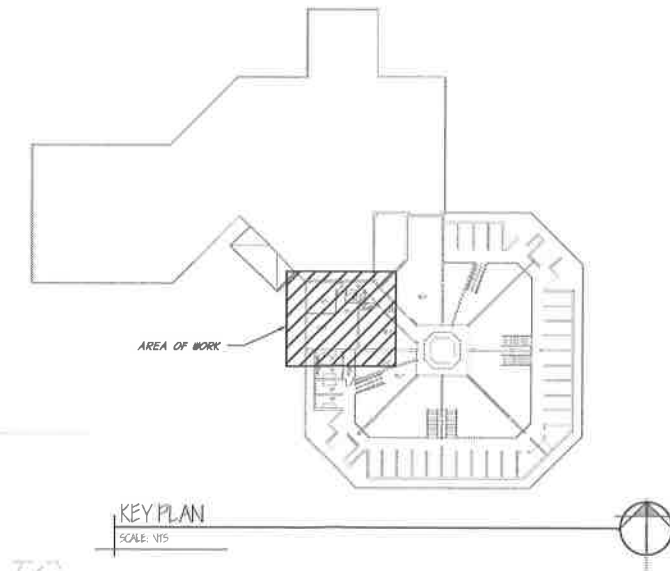
2. WIRE SHALL BE COPPER UNLESS OTHERWISE INDICATED. WIRE SIZE TO MATCH EXISTING. MINIMUM WIRE SIZE SHALL BE #2 AWG. INSULATION SHALL BE THN, THHN OR THHN.

**SHEET NOTES:**

1. SAND FILTER TO BE REMOVED FIRST
2. ALL NEW BOILERS, TANKS, & PIPING TO BE INSTALLED PRIOR TO REMOVAL OF THE REMAINING EXISTING EQUIPMENT
3. (E) PLANT TO REMAIN OPERATIONAL DURING INSTALLATION OF (N) PLANT
4. A TRIED CUT OVER TO BE COORDINATED WITH THE JAIL. A MINIMUM OF 10 DAYS IN ADVANCE
5. WORK TO BE PHASED AS REQUIRED TO LIMIT WATER HEATER DOWNTIME TO BETWEEN THE HOURS OF 2PM TO 5AM
6. ENTIRE (N) BOILER PLANT SHALL BE CUT OVER AND FULLY OPERATIONAL IN A SINGLE SHUT DOWN
7. BOILERS TO BE INSTALLED THRU (E) COMBUSTION AIR LOUVER. FIELD VERIFY WIDTH AND ELEVATION ABOVE FLOOR.
8. STORAGE TANKS AND WATER HEATER TO BE RELINQUISHED TO OWNER
9. INTERCEPT AND EXTEND (E) CIRCUITS FOR DMH-1 1, 2 AND CP-1 1, 2 AND EXTEND TO THE NEW UNITS RESPECTIVELY



10/23/18  
11:15-09-05 1.115-09-2 2/12  
3" OR REMOVED N/C/24

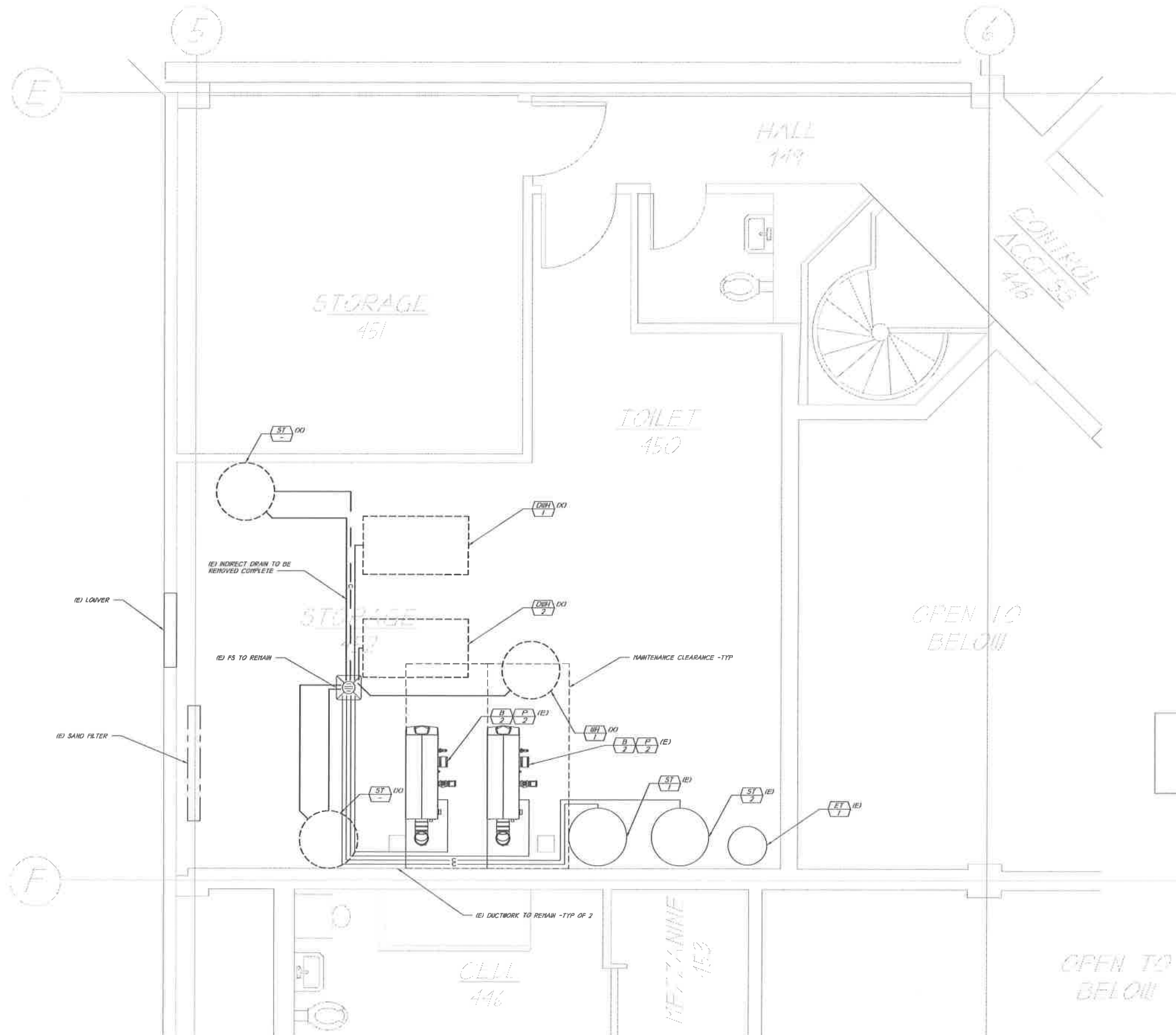


KEY PLAN  
SCALE: 1/8" = 1'-0"

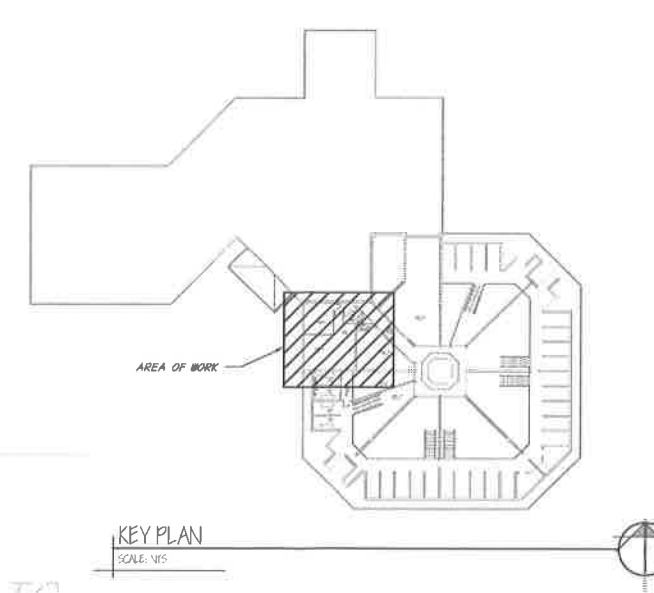
MECHANICAL PIPING PLAN  
SCALE: 1/2" = 1'-0"

TENANT IMPROVEMENT  
**INYO COUNTY JAIL WH REPIPE**  
 550 S CLAY ST # 5  
 INDEPENDENCE, CALIFORNIA

REVISIONS	
DRAWING TITLE	
MECHANICAL PIPING PLAN	
Date	10/23/18
Job number	18067
Drawn	JLD
Checked	BAE
<b>MI.2</b>	

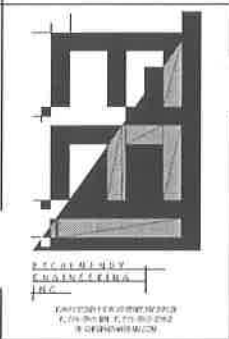


DEMOLITION WASTE PIPING PLAN  
SCALE: 1/2" = 1'-0"



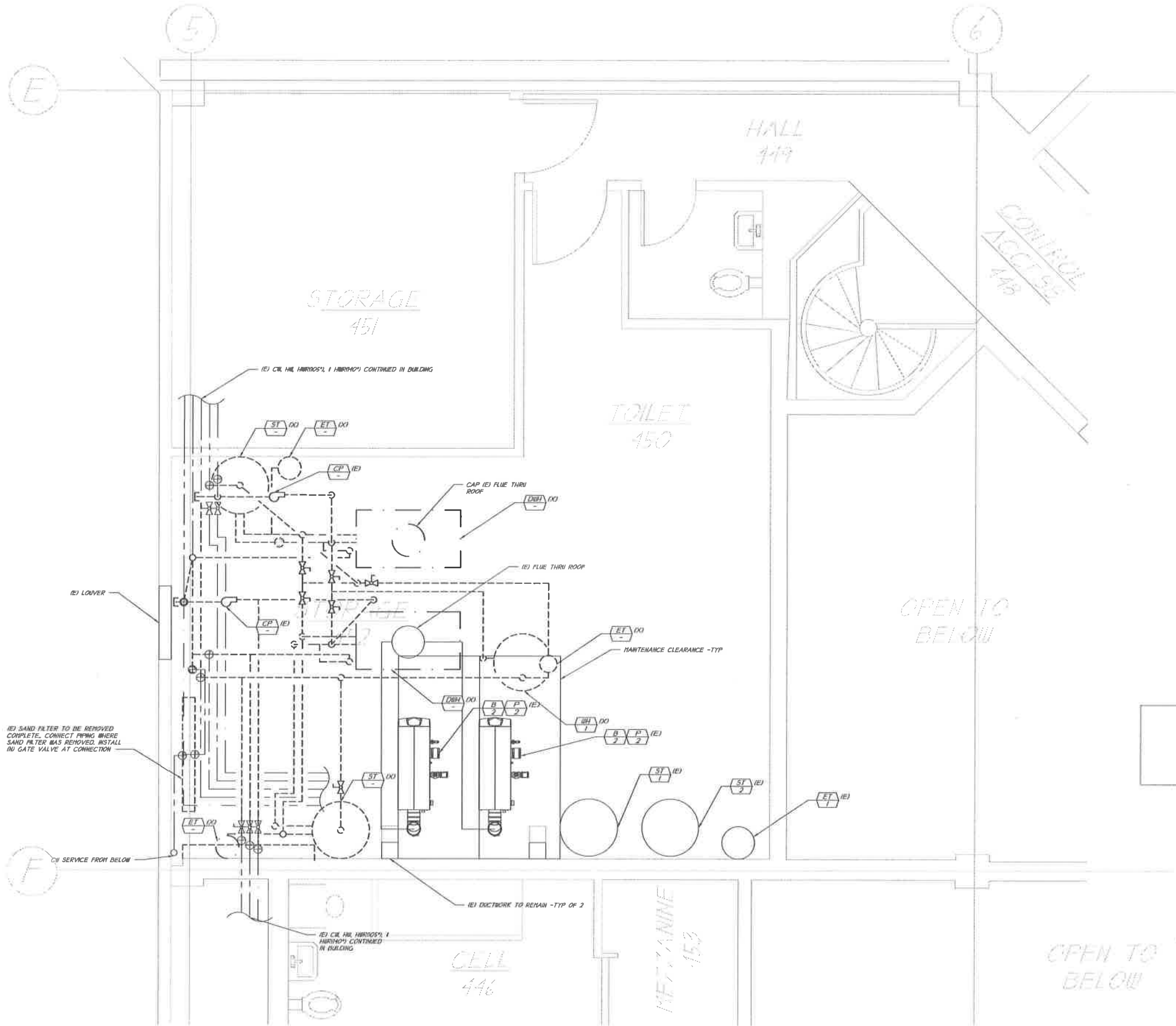
KEY PLAN  
SCALE: NIS

- SHEET NOTES:**
1. SAND FILTER TO BE REMOVED FIRST
  2. ALL NEW BOILERS, TANKS, & PIPING TO BE INSTALLED PRIOR TO REMOVAL OF THE REMAINING EXISTING EQUIPMENT
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  8. STORAGE TANKS AND WATER HEATER TO BE RELIQUISHED TO OWNER
  9. INTERCEPT AND EXTEND (E) CIRCUITS FOR DWH-1 & 2 AND CP-1 & 2 AND EXTEND TO THE NEW UNITS RESPECTIVELY



TENANT IMPROVEMENT  
**INYO COUNTY JAIL WH REPIPE**  
550 S CLAY ST # 5  
INDEPENDENCE, CALIFORNIA

REVISIONS	
DRAWING TITLE	
DEMOLITION WASTE PIPING PLAN	
date	10/23/18
job number	18067
drawn	JB
checked	BAE
<b>M2.1</b>	



(E) SAND FILTER TO BE REMOVED COMPLETE. CONNECT PIPING WHERE SAND FILTER WAS REMOVED. INSTALL (M) GATE VALVE AT CONNECTION

(F) SERVICE FROM BELOW

DEMOLITION WATER & GAS PIPING PLAN  
SCALE: 1/2" = 1'-0"

**GENERAL NOTES:**

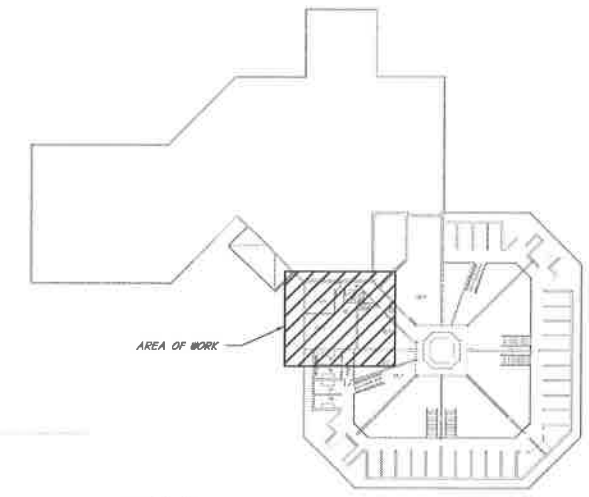
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2. WIRE SHALL BE COPPER UNLESS OTHERWISE INDICATED. WIRE SIZE TO MATCH EXISTING. (WH) WIRE SIZE SHALL BE #2 AWG. INSULATION SHALL BE THIN THIN OR THIN.

**SHEET NOTES:**

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8. STORAGE TANKS AND WATER HEATER TO BE RELINQUISHED TO OWNER
9. INTERCEPT AND EXTEND (E) CIRCUITS FOR (M)H-1 & 2 AND (M)P-1 & 2 AND EXTEND TO THE NEW UNITS RESPECTIVELY



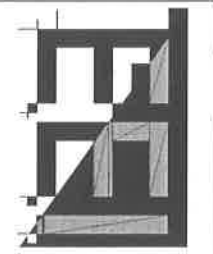
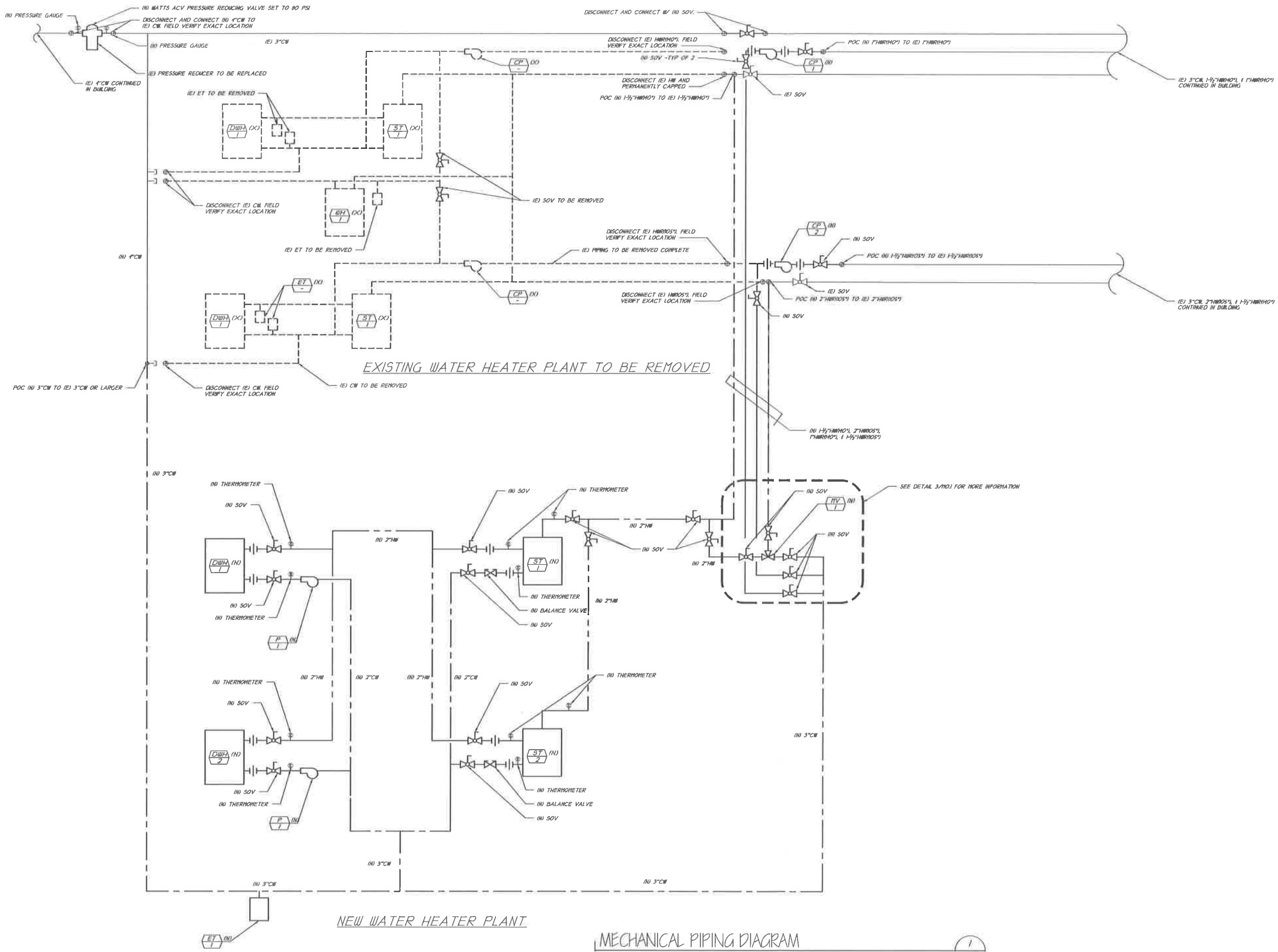
BRANDON A. ECHEMENDY  
PROFESSIONAL ENGINEER - STATE OF CALIFORNIA  
No. 18293  
10/23/18



KEY PLAN  
SCALE: 1/8"

TENANT IMPROVEMENT  
**INYO COUNTY JAIL WH REPIPE**  
 550 S CLAY ST # 5  
 INDEPENDENCE, CALIFORNIA

REVISIONS	
DRAWING TITLE	DEMOLITION WATER & GAS PLAN
DATE	10/23/18
PROJECT NUMBER	18067
DRAWN BY	JLB
CHECKED BY	BAE
<b>M2.2</b>	



10/23/18  
 1:15 05-01 1:15 05-25 2  
 3 05-01-01-01-01



TENANT IMPROVEMENT  
**INYO COUNTY JAIL WH REPIPE**  
 550 S CLAY ST #5  
 INDEPENDENCE, CALIFORNIA

REVISIONS	
DRAWING TITLE	
MECHANICAL PIPING DIAGRAM	
date	10/23/18
job number	18067
drawn	JLB
checked	BAE

**M3.1**

**MECHANICAL PIPING DIAGRAM**  
 SCALE: NTS



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

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

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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: DEC - 4 2018

SUBJECT: Award of the Construction Contract for the South County Striping Project (Project)

**DEPARTMENTAL RECOMMENDATIONS:** Request that the board:

- A. Award the construction contract for the Project to Sterndahl Enterprises, Inc. of Sun Valley, California, in the amount of \$177,384.00;
- B. Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures;
- C. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** At the March 13<sup>th</sup>, 2018 meeting of the Board of Supervisors, the Board approved the plans and specifications for the South County Striping Project, and authorized the Public Works Director to advertise for bids for the project.

The South County Striping Project is a Highway Safety Improvement Program (HSIP) project funded through the Federal Highway Administration. The Project consists of adding edge lines to approximately 76 miles of roadway along four Rural Major Collectors in the southeastern portion of Inyo County: Trona-Wildrose Road, Panamint Valley Road, Old Spanish Trail Highway, and Stateline Road.

On Wednesday, October 31, 2018, bids were opened for the South County Striping Project. Three (3) companies submitted bids:

Central Striping Service, Inc. of Rancho Cordova, California	\$227,486.40
Sterndahl Enterprises, Inc. of Sun Valley, California	\$177,384.00
PCI of Azusa, California	\$218,614.40

Based on Sterndahl Enterprises, Inc.'s bid of \$177,384.00, the total cost of construction of the project, including contingencies and construction engineering, is estimated at approximately \$195,122.40. The County will be reimbursed up to \$271,242.00 for construction costs/construction engineering through the Highway Safety Improvement Program (HSIP).

The Public Works Department requests that the board award the contract for the South County Striping Project to the lowest responsive, responsible bidder, Sterndahl Enterprises, Inc.



**ALTERNATIVES:**

The Board could reject all bids. This is not recommended because the South County Striping Project is adequately funded and will be a cost effective measure for decreasing the number of accidents where a vehicle inadvertently veers off the roadway, which accounts for the majority of accidents on these roads.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded  
County Counsel to review and approve contract documents.  
Caltrans to reimburse the county for project costs as described below

**FINANCING:** The costs of the construction contract and construction engineering will be paid through budget unit 034601 (State funded road), object code 5743 (Striping & Rumble Strip - HSIP). This project is 100 percent federally reimbursible.

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>11/2/18</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>11/26/2018</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:**

(Not to be signed until all approvals are received)

mill

Date: 11/26/18

# CONTRACT AND BONDS

**Contains:**

Inyo County Standard Construction Contract No. 147

Faithful Performance Bond

Labor and Materials Payment Bond

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

Sterndahl Enterprises, Inc. \_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**  
South County Striping \_\_\_\_\_

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, December 4th, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Sterndahl Enterprises, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of South County Striping **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: \_\_\_\_\_ **PROJECT**  
South County Striping \_\_\_\_\_

**2. TIME OF COMPLETION.** Project work shall begin within 20 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: One Hundred Seventy Seven Thousand Three Hundred Eighty Four dollars (\$ 177,384.00 ), 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: Trevor Taylor  
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**

COUNTY OF INYO

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

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

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

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

**CONTRACTOR**

Sterndahl Enterprises, Inc.

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

Name: Ronald J. Holder

Title: Vice President

Dated: 11-20-18

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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



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

South County Striping PROJECT

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

KNOW ALL MEN BY THESE PRESENTS: That Sterndahl Enterprises, Inc.  
\_\_\_\_\_ 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 One Hundred Seventy Seven Thousand Three Hundred Eighty Four dollars (\$ 177,384.00 ), 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 South County Striping PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

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

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

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

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

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

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

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

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

ATTACHMENT 2

South County Striping PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that Sterndahl Enterprises, Inc.  
(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 One Hundred Seventy Seven Thousand Three Hundred Eighty Four

dollars (\$ 177,384.00) 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 South County Striping PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly 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**

### **South County Striping Project**

Panamint Valley Rd.  
Trona Wildrose Rd.  
Old Spanish Trail Hwy.  
State Line Rd.  
Inyo County, CA



COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

**SPECIFICATIONS  
APPROVAL**

**South County Striping Project**

Panamint Valley Rd.  
Trona Wildrose Rd.  
Old Spanish Trail Hwy.  
State Line Rd.  
Inyo County, 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.*



Acting Director of Public Works

10/4/13

Specifications Approval Date

**SOUTH COUNTY STRIPING PROJECT**  
**PROJECT NO. TR-16-050**  
**SPECIAL PROVISIONS**  
**TABLE OF CONTENTS**

STANDARD PLANS LIST ..... 3

DIVISION 1 – GENERAL PROVISIONS ..... 3

SECTION 1: GENERAL ..... 3

    1-1.01    GENERAL ..... 3

    1-1.07    DEFINITIONS ..... 3

SECTION 2: BIDDING ..... 5

    2-1.01    GENERAL ..... 5

    2-1.06    BID DOCUMENTS ..... 6

    2-1.12    DISADVANTAGED BUSINESS ENTERPRISE GOAL ..... 6

    2-1.12B(1)    GENERAL ..... 6

    2-1.12B    DBE COMMITMENT SUBMITTAL ..... 7

    2-1.10    REQUIRED LISTING OF PROPOSED SUBCONTRACTORS ..... 8

SECTION 3: CONTRACT AWARD AND EXECUTION ..... 8

    3-1.01    GENERAL ..... 8

    3-1.04    CONTRACT AWARD ..... 9

    3-1.05    CONTRACT BONDS ..... 9

    3-1.06    CONTRACTOR LICENSE ..... 9

SECTION 5: CONTROL OF WORK ..... 10

    5-1.13    SUBCONTRACTING ..... 10

    5-1.13B    DISADVANTAGED BUSINESS ..... 10

    5-1.27B    RECORDS RETENTION ..... 12

    5-1.32    AREAS FOR USE ..... 12

SECTION 6: CONTROL OF MATERIALS ..... 12

    6-2.02    QUALITY CONTROL ..... 12

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC ..... 12

    7-1.02I(2) NONDISCRIMINATION ..... 13

    7-1.02K    LABOR CODE ..... 16

    7-1.04    PUBLIC SAFETY ..... 16

## 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)

A20B Pavement Markers and Traffic Lines

### INYO COUNTY PUBLIC WORKS DEPARTMENT SOUTH COUNTY STRIPING PROJECT TR-16-050

## 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.

South County Striping Project – Special Provisions

- 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

South County Striping Project – Special Provisions

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.

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.

**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 C32 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.

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.

**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);



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

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.

#### **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:

- 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**

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

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:

"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

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

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

- (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

- 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



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).

- 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.

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:

- 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

- 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.
- l. 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.

- 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 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:

South County Striping Project – Special Provisions

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.

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

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.



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.

(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

**14-6 BIOLOGICAL RESOURCES** – Add the following to the Standard Specifications:

The project area contains two species of concern:

1. Desert Tortoise: listed as threatened on the CA and Federal Endangered Species List
2. Amargosa Nitrophila: a California and federal endangered plant species

A Pre-Construction Training will be given to all workers to give directions for avoiding impacts to these species. In addition, the following measures must be followed:

- If evidence of a desert tortoise is discovered within the project site, immediately stop work within 100 ft and notify the Engineer.
- All vehicles and equipment will stage on paved surfaces.
- Areas below all vehicles and equipment will be inspected prior to operation to prevent the injury or death of wildlife that may hide or seek shade under vehicles or equipment.
- All contractors will be prohibited from feeding wildlife to prevent attracting sensitive species to the project site.

**14-10 SOLID WASTE DISPOSAL AND RECYCLING** – Add the following to the Standard Specifications:

All trash and food items must be contained in closed (raven-proof) containers and removed daily.

Upon project completion, construction refuse must be removed from site and properly disposed.

## **SECTION 84: MARKINGS**

### **84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

The bidder's attention is directed to the provisions in **Section 84-2.02 C – D, MATERIALS – Paint and Glass Beads**, and in **Section 84-2.03, "CONSTRUCTION"** of the Standard Specifications and these Special Provisions.

The work for this item shall consist of installing edge striping per Caltrans Standard Plans and Project Plans. Striping shall be applied in one coat (at a rate of 107 sqft/gal), including application of glass beads (at a rate of 5 lbs/gal).

Traffic stripe paint shall conform to the requirements in State Specification No. PTWB-01. Glass beads shall conform to State Specification No. 8010-004.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.



**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:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT: Approval and ratification of the Agreement between the County of Inyo and Plumas County for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Trust Fund for the Local Governmental Association Consortium**

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board approve and ratify the Agreement between the County of Inyo and Plumas County for the period of July 1, 2018 through June 30, 2019 for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium and authorize Marilyn Mann, Inyo County Health and Human Services Director to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This agreement is coming to you late as the agreement was just emailed to Health and Human Services in October 2018 due to staffing issues in Plumas County.

Plumas County acts as the host county for the LGA Consortium for the purpose of collecting and disbursing funds for the MAA/TCM trust fund. The State Department of Health Services (DHS) coordinates with the Host County (Plumas) to coordinate administration of the MAA/TCM programs for the LGA. This allows DHS to coordinate with just one county, instead of all of the counties that participate in MAA and TCM, relieving administrative costs for all involved.

**ALTERNATIVES:**

Your Board could choose not to approve the agreement between the County of Inyo and Plumas County which will result in Inyo County losing access to consulting and legal services that the Consortium provides.

**OTHER AGENCY INVOLVEMENT:**

County of Plumas, California State Department of Health Services

**FINANCING:**

There is no current funding request at this time. We do pay participation fees that have been estimated to be \$1,500.00.

**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: ys

11/13/18

Date:

***DEPARTMENT HEAD SIGNATURE:***

**(Not to be signed until all approvals are received)**



Date:

11/15/18

**AGREEMENT**  
**Between the**  
**COUNTY OF PLUMAS**  
**and**  
**INYO COUNTY**

THIS AGREEMENT is made and entered into by and between INYO COUNTY, a political subdivision of the State of California, hereinafter referred to as “LOCAL GOVERNMENTAL AGENCY (LGA)” and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as “HOST ENTITY.”

WITNESSETH:

A. **WHEREAS**, LGA desires to promote access to health services to local residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

B. **WHEREAS**, LGA is prepared to promote access to health services to local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management, attached hereto and incorporated herein by reference; and

C. **WHEREAS**, HOST ENTITY was selected by CMAA/TCM LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

D. **WHEREAS**, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

E. **WHEREAS**, the authorizing entity of LGA has authorized entering into this AGREEMENT;

**NOW, THEREFORE**, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 1.2. HOST ENTITY is the “Host Entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund (“Trust Fund”), as described in the Consortium bylaws and terms of this AGREEMENT.
- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.

- 1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract, paid from the Trust Fund.
2. LGA Responsibilities:
    - 2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).
3. Disclaimers:
    - 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
    - 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all of its costs related to its participation in the CMAA and/or TCM program(s).
    - 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).
4. Insurance and Indemnification:
    - 4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.
    - 4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.
5. Termination:
    - 5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.
    - 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by the LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2018 through June 30, 2019 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**The parties agree to comply with the terms and conditions of the exhibits below, which are an integral part of this agreement and are deemed incorporated by reference herein.**

Exhibits

- Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management
- Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]



“HOST ENTITY”

Duly Authorized

COUNTY OF PLUMAS

By \_\_\_\_\_

Andrew Woodruff, Director  
Public Health Agency  
Chairperson  
270 County Hospital Road, Suite 206  
Quincy, California 95971

“LGA”

Duly Authorized

INYO COUNTY

By \_\_\_\_\_

Dan Tothoroh  
Inyo County Board of Supervisors

By \_\_\_\_\_

Marilyn Mann  
Director of Health & Human Services

Inyo County Health & Human Services

**DEFINITIONS**

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium (“Consortium”) – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work****AGREEMENT CONCERNING COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT****HOST ENTITY shall:**

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA in the amount identified pursuant to Exhibit B, due and payable no later than October 31st of each fiscal year.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s).
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred by HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

**LGA shall:**

1. Pay Participation Fee to HOST ENTITY by October 31<sup>st</sup> of each fiscal year or immediately upon receipt of invoice, whichever is later.

2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

**EXHIBIT B: Payment and Fee Structure**

1. Initial Membership Fee: The LGA shall pay \$500 to join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium (“Consortium”). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Consortium Executive Committee (EC).
2. Annual Participation Fee :
  - a. Each LGA shall be assessed an annual participation fee (Fee) consisting of the following as they apply to the LGA:
    - i. Percentage rates applied, as applicable, to the total payments received by the LGA, in the prior fiscal year, from the California Department of Health Care Services (DHCS), from each of the programs in which the LGA participated:
      1. CMAA, and/or
      2. TCM
    - ii. The percentage rates applied to the total payments received by LGAs in each program shall be calculated in such a manner as to ensure that the total participation fees from all programs are equal to approved Consortium budget for the fiscal year.
  - b. The annual participation fees shall be calculated by September 30th of the fiscal year. The total fees payable by LGA shall not exceed \$ 1,500 dollars



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

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

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

15

FROM: Public Works Department

FOR THE BOARD MEETING OF: Dec. 4, 2018

SUBJECT: Jail Fire Suppression Sprinklers Update

**DEPARTMENTAL RECOMMENDATIONS:**

Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, 22050 (C) (1), the Department of Public Works recommends your board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility. (4/5 vote)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

During your October 9<sup>th</sup>, 2018, Board of Supervisors meeting, your Board took action to approve resolution No. 2018-43 authorizing emergency repairs and replacement of certain fire suppression sprinklers at the County Jail in order to permit the continued conduct of County operations and services at that facility.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
County Administrator  
County Counsel  
Risk Management

**FINANCING:** Funding is included in the Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance of Structures.

**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: N/A Date \_\_\_\_\_

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
Approved: N/A 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: N/A Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 11/15/18



**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:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Healthy Communities of Southern Inyo County Contract FY 2018-19 for Delinquency Prevention Program

**DEPARTMENTAL RECOMMENDATION:**

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2018 to June 30, 2019 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2018-2019 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2018-2019 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

**ALTERNATIVES:**

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

**OTHER AGENCY INVOLVEMENT:**

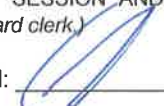
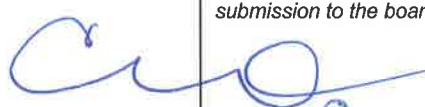

Healthy Communities of Southern Inyo County.



**FINANCING:**

The Revenue and Expenditure has been budgeted in the Fiscal Year 2018-2019 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date 11/27/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date 11/14/2018
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 11/16/18

**DEPARTMENT HEAD SIGNATURE:**  Date: 11/20/18  
(Not to be signed until all approvals are received)

Attachment: Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY  
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty-one thousand, eight hundred forty and no/100(\$31,840.00) 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. Contractor shall submit to the County, once a month, an itemized statement of all 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 first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor 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 Contractor under the terms and conditions of this Agreement.

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

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

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

#### **4. WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

#### **13. NONDISCRIMINATION.**

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

#### **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor 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.

#### **15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. 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-three (23) below.

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. 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.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. 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.

**24. NOTICE.**

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

County of Inyo	
Probation	Department
<u>P.O. Box T</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Healthy Communities of So. Inyo County</u>	Name
<u>P.O. Box 627</u>	Street
<u>Lone Pine, CA 93545-0627</u>	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY**  
FOR THE PROVISION OF DELINQUENCY PREVENTION **SERVICES**

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

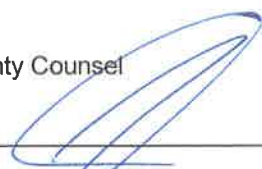
**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
Dated: \_\_\_\_\_

**CONTRACTOR**

By:   
Signature  
Susan L Luttrell  
Print or Type Name  
Dated: 10/14/18

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 HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF  
DELINQUENCY PREVENTION SERVICES**

**TERM:**

**FROM: 07/01/18 TO: 06/30/19**

**SCOPE OF WORK:**

Healthy Communities of Southern Inyo County (“Contractor”) is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller’s office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

**ATTACHMENT A**

**SCOPE OF WORK:  
(CONTINUED)**

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
  - a) Date of Event
  - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
  - c) Attendee's first and last name.
  - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.
  
- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.
  
- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15<sup>th</sup> of the following month; however, at the *minimum* quarterly, due by the 15<sup>th</sup> of the month following the quarter. The quarters are specified as:
  - a) Quarter 1 (July, August, September)
  - b) Quarter 2 (October, November, December)
  - c) Quarter 3 (January, February, March)
  - d) Quarter 4 (April, May, June)

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF  
DELINQUENCY PREVENTION SERVICES**

**TERM:**

**FROM: 07/01/18 TO: 06/30/19**

**SCHEDULE OF FEES:**

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY  
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

**TERM:**

**FROM:** 07/01/2018      **TO:** 06/30/2019

**SEE ATTACHED INSURANCE PROVISIONS**

## Specifications 2

### Insurance Requirements for Professional Services

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

#### Other Insurance Provisions

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

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

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

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***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 Entity.

#### ***Claims Made Policies***

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

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

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

*Special Risks or Circumstances*

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

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**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:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Inyo County Superintendent of Schools Contract FY2018-19 for an Extended Day Program

**DEPARTMENTAL RECOMMENDATION:**

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2018 to June 30, 2019 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2018-2019 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2018-2019 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

**ALTERNATIVES:**

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

**OTHER AGENCY INVOLVEMENT:**




Inyo County Superintendent of Schools.



**FINANCING:**

The Revenue and Expenditure has been budgeted in the Fiscal Year 2018-2019 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date 4/27/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date 11/14/2018
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 11/16/18

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 11/20/18

Attachment: Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND INYO COUNTY OFFICE OF EDUCATION**  
**FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-one thousand two hundred twenty-seven and no/100---- 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. Contractor shall submit to the County, once a month, an itemized statement of all 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 first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor 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 Contractor under the terms and conditions of this Agreement.

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

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

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

#### **4. WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

#### **13. NONDISCRIMINATION.**

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

#### **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor 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.

#### **15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. 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-three (23) below.

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. 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.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. 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.

**24. NOTICE.**

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>P.O. Drawer G</u>	Street
<u>Independence, CA 93526</u>	City and State

**25. ENTIRE AGREEMENT.**

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

////

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION**  
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

**CONTRACTOR**

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

By:   
Signature

\_\_\_\_\_  
Print or Type Name

Lisa Fontana  
Print or Type Name


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

Dated: 10.18.18

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 Inyo County Superintendent of Schools FOR THE PROVISION OF  
Extended Day Program SERVICES**

**TERM:**

**FROM: 07/01/18 TO: 06/30/19**

**SCOPE OF WORK:**

**Vocational Education—Extending the School Day**

The Juvenile Justice Grant allows JKBS to have a full school day for at-risk students. The grant helps to fund instructors to teach a variety of elective/vocational classes during the afternoons.

**Odysseyware**

Odysseyware is an online curriculum program that allows JKBS to offer a wider variety of courses to students. Most of the students who come to JKBS are credit deficient, by integrating Odysseyware into our regular curriculum; we are better able to meet the academic needs of the students.

**Drug Dogs—Insuring a Drug-free Campus**

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Inyo County Superintendent of Schools FOR THE PROVISION OF  
Extended Day Program SERVICES**

**TERM:**

**FROM: 07/01/18 TO: 06/30/19**

**SCHEDULE OF FEES:**

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION  
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES****

**TERM:**

**FROM:** 07/01/2018

**TO:** 06/30/2019

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

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

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***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 Entity.

#### ***Claims Made Policies***

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

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

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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



**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:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Approval of Letter of Intent to Contract for Pretrial Services

**DEPARTMENTAL RECOMMENDATION:**

Request the Board to review the included Letter of Intent to Contract for Pretrial Services with the Superior Court of California, County of Inyo. Authorize the Chief Probation Officer to sign the Letter of Intent and file it with the Judicial Council of California.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The purpose of the Letter of Intent is to advise the Judicial Council of California (JCC), and the Chief Probation Officers of California (CPOC) to some extent, how the courts are proceeding with the possible implementation of mandated pretrial services. This will be important for statewide planning purposes. I have attached a copy of the letter of intent in order to give your Board the opportunity to have a discussion regarding the possibility of contracting with the Inyo County Superior Court for pretrial assessment services if mandated by state law. Prior to a referendum being filed by the bail industry, SB10 required a Letter of Intent to Contract for Pretrial Services be filed with the JCC by February 1, 2019. This requirement was put in place in order to have an inventory of where the process is moving forward as intended (Courts contracting with Probation for pretrial assessments).

This Letter of Intent is non-binding and will be used for planning purposes only. There are still a lot of factors unknown at this time that could ultimately affect the probation department's ability or desire to contract for pretrial services.

**ALTERNATIVES:**

The Board could decide not to submit a Letter of Intent. However, this is not recommended as the Letter of Intent in non-binding and will be used for planning purposes only.

**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor

**FINANCING:**

There is no financial obligation if a Letter of Intent is submitted.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date 11/26/18
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
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 11/20/18

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



Date 11/26/18



Brian J. Lamb  
Presiding Judge

Stephen M. Place  
Judge



Pamela M. Foster  
Court Executive Officer

## Superior Court of California County of Inyo

301 West Line Street  
Bishop, California 93514  
(760) 872-3038

Judicial Council of California  
Attn: Martin Hoshino, Administrative Director  
455 Golden Gate Avenue, 8<sup>th</sup> floor  
San Francisco, CA 94102-3688

**SUBMITTED VIA E-MAIL**

Re: Notice of Intent to Contract for Pretrial Assessment Services

Dear Mr. Hoshino:

Pursuant to Penal Code section 1320.26(g), please be advised that the Superior Court of California, County of Inyo ("Court"), and Inyo County Probation Department ("County") intend to contract with each other for the establishment, performance, and provision of pretrial assessment services.

The Court Project Manager for purposes of the intended contract is expected to be:

Pamela Foster, Court Executive Officer, Pamela.Foster@inyocourt.ca.gov

The County Project Manager for purposes of the intended contract is expected to be:

Jacob Morgan, Deputy Chief, jmorgan@inyocounty.us

Sincerely,

BRIAN LAMB

 11/19/2018  
Presiding Judge, Superior Court of California, County of Inyo

\_\_\_\_\_, Chief Probation Officer, Inyo County Probation Department



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

For Clerk's Use Only: AGENDA NUMBER  19
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Administration - Purchasing  
by Emma Bills, Purchasing Specialist

**FOR THE BOARD MEETING OF:** December 03, 2018

**SUBJECT:** Authorize prior year payments to The Tree House, Inc.

**DEPARTMENTAL RECOMMENDATION:**

Request Board authorize payment to The Tree House, Inc. for prior year invoices in the amount of \$3,231.52

**SUMMARY DISCUSSION:**

Purchasing was recently notified by the vendor of the out-standing invoices; research was done to insure that none of these invoices were previously paid and verified that these invoices were never received by Inyo County. Remedies have been put into place to assure that all invoices are received in a timely manner and in the future a monthly statement will be provided. The invoices to be paid are as follows:

- Invoice #80055 – dated 06/04/18 for \$741.32
- Invoice #80058 – dated 06/04/18 for \$474.91
- Invoice #80059 – dated 06/04/18 for \$193.90
- Invoice #80094 – dated 06/06/18 for \$100.15
- Invoice #80112 – dated 06/07/18 for \$263.38
- Invoice #80113 – dated 06/07/18 for \$432.08
- Invoice #80115 – dated 06/07/18 for \$662.66
- Invoice #80117 – dated 06/07/18 for \$363.12

**ALTERNATIVES:**

Your Board could choose to not pay these invoices, which would negatively impact our working relationship with the vendor that provides regular service and competitive pricing to the County.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office.

**FINANCING:**

County departments have included the cost of toner cartridges in the appropriations in their budgets.

<b>APPROVALS</b>	
COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/27/18</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
20

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

**FROM:** Clint G. Quilter, County Administrator

**FOR THE BOARD MEETING:** December 4, 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

<b><u>APPROVALS</u></b>	
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:**  Date: 11-21-18  
 (Not to be signed until all approvals are received)



**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:** Clint G. Quilter, County Administrator  
**FOR THE BOARD MEETING:** December 4, 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: 11-2-18



**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:** Clint G. Quilter, County Administrator

**FOR THE BOARD MEETING OF:** December 4, 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: 11-21-18



**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 for   
 Closed Session   
 Informational

**FROM:** Clint G. Quilter, County Administrator

**FOR THE BOARD MEETING:** December 4, 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: 11-21-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
24

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

**FROM:** Clint G. Quilter, County Administrator

**FOR THE BOARD MEETING OF:** December 4, 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

<b><u>APPROVALS</u></b>	
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: 11-21-18





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 25

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

**FROM:** Clerk of the Board  
**By:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Board Order and Minute Amendment for September 4, 2018 Budget Hearings

**DEPARTMENTAL RECOMMENDATION:**

Request Board: A) amend the September 4, 2018 Board Order regarding the Board's Fiscal Year 2018-2019 Budget Hearings discussion to include the full total Fund Balance amount certified by the Auditor-Controller; and B) amend the minutes of the September 4, 2018 Budget Hearings, first section, fifth sentence, to include the full total Fund Balance amount certified by the Auditor-Controller.

**SUMMARY DISCUSSION:**

The minutes for the September 4, 2018 Budget Hearings state that the Auditor-Controller "certified the Fund Balance at \$4.1 million." The Auditor-Controller requests that the minutes reflect the exact amount certified, which was \$4,121,153.

The amount written in the Board Order should match what is written in the minutes, thus any amendments made to the minutes must also be made to the Board Order. The September 4 Board Order and Board Hearing Minutes are included here with the recommended amendments **highlighted in bold text** for your review.

**ALTERNATIVES:** Your Board could choose to not approve the amendments as requested, but this is not recommended.

**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: 11/27/18



## COUNTY OF INYO BOARD OF SUPERVISORS

NOTIFICATION FROM THE BUDGET HEARINGS OF SEPTEMBER 4, 2018  
OF THE INYO COUNTY BOARD OF SUPERVISORS

### **TO: File**

*Budget Message* Acting CAO Quilter introduced the Fiscal Year 2018-2019 CAO Recommended Budget, thanking Auditor-Controller Amy Shepherd and Sr. Budget Analyst Denelle Carrington for doing the Yeomen's work on the document. Shepherd highlighted for the Board the differences between the Department Requested Budget and CAO Recommended Budget, as well as the timeline for putting the budget together. She noted that overall, the process was fairly smooth this year and departments presented relatively reasonable requests. She also pointed out that this was the first year in 12 years that there was no need for an Operating Transfer In to the Solid Waste Budget. She also certified the Fund Balance at **\$4,121,153**. Acting CAO Quilter reviewed for the Board proposed changes to the CAO Recommended Budget, which was originally drafted by the former CAO. He recommended eliminating the Compensation Smoothing Fund in light of the Board's consistent, prudent policy of not using one-time funding for ongoing expenses, and instead using the funding on security, furniture and office supplies for the proposed Consolidated Office Building. He also recommended decreasing the contribution of \$25,000 towards Eastern Sierra Council of Governments administrative costs to \$10,000, which is a more realistic figure based on the Town of Mammoth's projections, and approving funding for authorized staffing requests in the budget but requiring those departments to later come back to the Board for permission to fill them. He said this will allow for time to better address department's expectations. Quilter also reviewed budget highlights, as well as employee costs and personnel actions. He did note it is nice to walk into a budget situation and not have to deal with financial dire straits. He also discussed outstanding issues facing the County, such as Town Water System repairs, increasing Motor Pool costs, the possible repeal of Prop 6 and loss of road funds, In-Home Support Services costs, long-term County office space needs in Bishop, and growing instability of geothermal royalties.

Attest: *CLINT G. QUILTER*  
Clerk of the Board

A handwritten signature in blue ink, appearing to read "Clint G. Quilter", is written over the printed name and title.

# MINUTES

## County of Inyo Board of Supervisors

September 4, 2018 – Budget Hearing (Timed Item During Regular Meeting), 10:30 a.m.

### *BUDGET MESSAGE*

Acting CAO Quilter introduced the Fiscal Year 2018-2019 CAO Recommended Budget, thanking Auditor-Controller Amy Shepherd and Sr. Budget Analyst Denelle Carrington for doing the Yeomen's work on the document. Shepherd highlighted for the Board the differences between the Department Requested Budget and CAO Recommended Budget, as well as the timeline for putting the budget together. She noted that overall, the process was fairly smooth this year and departments presented relatively reasonable requests. She also pointed out that this was the first year in 12 years that there was no need for an Operating Transfer In to the Solid Waste Budget. She also certified the Fund Balance at **\$4,121,153**. Acting CAO Quilter reviewed for the Board proposed changes to the CAO Recommended Budget, which was originally drafted by the former CAO. He recommended eliminating the Compensation Smoothing Fund in light of the Board's consistent, prudent policy of not using one-time funding for ongoing expenses, and instead using the funding on security, furniture and office supplies for the proposed Consolidated Office Building. He also recommended decreasing the contribution of \$25,000 towards Eastern Sierra Council of Governments administrative costs to \$10,000, which is a more realistic figure based on the Town of Mammoth's projections, and approving funding for authorized staffing requests in the budget but requiring those departments to later come back to the Board for permission to fill them. He said this will allow for time to better address department's expectations. Quilter also reviewed budget highlights, as well as employee costs and personnel actions. He did note it is nice to walk into a budget situation and not have to deal with financial dire straits. He also discussed outstanding issues facing the County, such as Town Water System repairs, increasing Motor Pool costs, the possible repeal of Prop 6 and loss of road funds, In-Home Support Services costs, long-term County office space needs in Bishop, and growing instability of geothermal royalties.

### *BOARD DISCUSSION*

Supervisor Griffiths agreed that it makes sense not to fund personnel costs with one-time funding and that perhaps the money could be put into a building-related fund for rising rent costs should the Consolidated Office Building project not become a reality. Supervisor Pucci wanted to clarify that the Board was not proposing eliminating \$500,000 from labor contracts and was still aggressively moving toward equitable and fair deals with all employee associations. Acting CAO Quilter further clarified the original proposal was creating a rainy day fund for those increases. Supervisor Griffiths expressed concern that Contingencies only included \$40,000 and wanted the new CAO to have more to work with. Supervisor Kingsley supported the idea of increasing Contingencies to \$200,000 and Chairperson Totheroh concurred as long as the funding could not be better spent elsewhere. Supervisor Griffiths also took issue with the inclusion of \$115,000 in the Board of Supervisors' budget for potential salary increases for Board members and is not sure where that idea came from. He said he would prefer to have a publicly vetted discussion before considering any raises and to put the funds in Contingencies for now. Chairperson Totheroh agreed. Auditor-Controller Shepherd noted that it will take a 4/5<sup>th</sup> vote of the Board to move any money out of Contingencies once it is put there. Supervisor Kingsley said it makes sense to leave the money where it was budgeted if the Board is going to have a discussion on it later anyway. He said he believes the money was budgeted by the former CAO in recognition of the fact the Board has not had a pay increase in at least 25 years. Supervisor Tillemans said he was fine keeping the money where it is. Supervisor Pucci agreed the Board should leave the money in the Board's budget. With the majority of the Board in favor of leaving the money where it was budgeted, the topic was dropped. Ultimately the Board came to the consensus that excess Fund Balance should be divided between Contingencies (\$160,000) and the OPEB Trust (\$101,677).

### *DEPARTMENTAL BUDGETS – DISCUSSION*

Chairperson Totheroh asked if there were any Departments who wished to speak on the budget.

Assessor David Stottlemyre said the budget's Summary of Recommended Changes to Authorized Staffing refers to a Senior Assessor when it should say "Senior Assistant Assessor," because he is the Senior Assessor.

*PUBLIC COMMENT*

Chairperson Totheroh asked if there were any members of the public who wished to speak on the budget.

Earl Wilson of Lone Pine asked why the price for maintenance rose nearly 40% for the Lone Pine Lighting District. He also said Lone Pine is being overrun by blue streetlights being installed by LADWP. Acting CAO Quilter explained the budget increased in the Independence Lighting District too, with the rising costs in both districts due to having to replace two light poles that were hit by vehicles. He said staff will work with LADWP about proper shielding of its light fixtures.

Supervisor Kingsley said maybe LADWP can hold off on replacing its bulbs until some standards are in place.

*BOARD DISCUSSION*

Supervisor Kingsley said he supported having departments come back with individual requests to fill the positions proposed in the budget, and bringing them as quickly as possible on a prioritized basis. He said it's nice to be able to feel good about the budget, and there are some great things in this year's budget, but there is a danger in setting up a system that cannot be financially maintained in leaner years. He said he is concerned about employee and pension costs, and the number of proposed hires. He added he does want to have a conversation about administrative support for ESCOG. Acting CAO Quilter clarified that eight new positions are proposed this year compared to the five approved last year. Supervisor Griffiths said these concerns are why it's good the Board considers changes in authorize strength on a case by case basis. Supervisor Pucci thanked staff for all their hard work, including the former CAO and Acting CAO, Auditor-Controller Shepherd, Ms. Carrington and the Department Heads. Chairperson Totheroh noted the incredible amount of collaborative work that went into the budget and complimented the Budget Team and staff on their efforts. Supervisor Tillemans thanked Acting CAO Quilter and noted this budget is the culmination of years of cooperative efforts. Approval of the Fiscal Year 2018-2019 Budget was set for September 11.

*ADJOURNMENT*

Chairperson Totheroh adjourned the Fiscal Year 2017-2018 Budget Hearings at 11:53 a.m.

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Chairperson, Inyo County Board of Supervisors

*Attest: CLINT G. QUILTER  
Clerk of the Board*

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 26

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

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of October 2, 2018, October 9, 2018, October 16, 2018, November 6, 2018, November 13, 2018, and November 20, 2018.

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
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: 11-27-18



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

For Clerk's Use Only:  
AGENDA NUMBER

27

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

**FROM:** Inyo Mono Agriculture Commission and the Inyo County Planning Department

**FOR THE BOARD MEETING OF:** December 4, 2018

**SUBJECT:** Zone Text Amendment No. 2018-03/Inyo County – Industrial Hemp Activities.

**DEPARTMENTAL RECOMMENDATION:**

Recommend the Board:

1. Receive a presentation from staff on potential hemp activities in the county;
2. Conduct a public hearing on a proposed Ordinance of the Inyo County Board of Supervisors adding Sections 18.78.370, 18.06.263, 18.06.422 and adding Subsections 18.12.040.Q, 18.56.040.L, 18.56.040.M, 18.57.040.M and 18.57.040.N to the Inyo County Code to address hemp activities in the Open Space, Light Industrial and General Industrial and Extractive zones (Attachment 1) and Enact said Ordinance; and
3. Certify that the provisions of the California Environmental Quality Act have been met.

**SUMMARY DISCUSSION:**

On September 30, 2018, California Governor Brown signed SB 1409 into law, which sets forth legal guidelines for a state permitting process which will allow for the cultivation of industrial hemp beginning on January 1, 2019.

On September 15, 2018 the Board of Supervisors instituted an urgency ordinance that banned the cultivation of industrial hemp. This ordinance was meant to prevent cultivation of industrial hemp in the unincorporated portions of Inyo County while staff researched several concerns.

Based on staff's research, the attached Ordinance was drafted to address potential hemp activities in the County, including cultivation and manufacturing, for the Board's review and consideration for approval.

**ANALYSIS**

***Concerns***

1. **An allowance for cultivation of industrial hemp without the need of a state license and with cultivars that could exceed .3% THC by established agricultural research institutions.**

The term "established agricultural research institution" is considered by many counties as poorly defined and a few counties have had difficulty taking enforcement actions on unpermitted grow sites that claim to be such institutions. Inyo is not the only county that has concerns about these types of cultivations. San Joaquin, Mono, and Riverside Counties have all placed a ban on cultivation by such groups due to these worries. State law requires that industrial hemp farmers

obtain a permit prior to cultivation. To obtain the permit, an entity must pay a fee and submit the following information:

- a. Name of grower
- b. Physical address
- c. Mailing address
- d. Legal description, GPS coordinates, and map of the land area where cultivation or storage will occur
- e. The approved seed cultivar type, and state or country where grown

An entity that claims to be an established agricultural research institution is exempt for all of the above requirements pursuant to California Food and Agriculture Code (FAC) section 81003(a)(1). This means that, absent local regulations, a cultivator claiming to be growing as an established agricultural research institution could basically grow anywhere in Inyo County that where zoning doesn't preclude agriculture.

In addition to the ability of an entity to grow unpermitted, FAC 81006(d)(1) removes the tetrahydrocannabinol (THC) testing requirement for established agricultural research institutions, and FAC 81006(d)(10) allows these entities to grow industrial hemp in excess of .3% THC.

It is important to note that both commercial cannabis and industrial hemp are plants from either *Cannabis sativa* or *Cannabis indica*. Hemp and Cannabis are impossible to tell apart without laboratory analysis. California Health and Safety Code section 11018.5(a) defines industrial hemp as *Cannabis sativa* or *Cannabis indica* varieties that don't exceed .3% THC. The FAC sections allow something that should be defined as cannabis due to THC levels be cultivated as industrial hemp if the cultivator claims to be an established agricultural research institution.

It should also be noted that if a true educational research institution, such as the University of California (UC) system, wanted to conduct research through growing industrial hemp, the local government would have no authority to prevent this from occurring. Consultation with UC staff indicated that the UC system has no intentions of conducting any such research in Inyo County for the foreseeable future.

## **2. Cross pollination of commercial cannabis and industrial hemp can ruin both crops.**

Cannabis and hemp can cross pollinate because they are cultivars of the same plant. If this occurs the cannabis THC levels can be reduced, reducing its market value, while the hemp THC levels can be increased, raising levels above legal limits and requiring the destruction of the crop. These two crops are not compatible.

Studies from the Association of Official Seed Certifying Agencies and the Journal of Industrial Hemp indicate that pollen can travel up to 3 miles, while a report from the Oregon Cannabis Connection cautions that pollen can travel up to 10 miles. With wind being a regular event in Inyo County, pollen may travel locally even farther than these studies indicate.

### ***Potential Solutions***

Since county code already allows for outdoor cultivation of commercial cannabis, and taking into account that the county will most likely issue permits allowing such cultivation shortly, it would be irresponsible for the county to not regulate industrial hemp in some manner as to avoid pollination

issues between these two crops. Staff has identified the Conditional Use Permit (CUP) process as the easiest way to resolve land use conflicts between commercial cannabis and industrial hemp. County code could be added through ordinance that would require a CUP for any industrial hemp cultivation.

In addition to the CUP process, requirements for industrial hemp cultivation proposed for inclusion in Inyo County Code Title 18 include a requirement to grow industrial hemp indoors, requiring growers to mitigate odors, noise, and pollen escape as well as visual resource mitigation. Setback requirements are also included that are identical to those for cannabis, 300 feet, which is meant to provide additional odor mitigation.

Requiring a CUP for industrial hemp cultivation will allow staff to assess each proposed use with the goal of minimizing cross pollination issues.

Requiring a local permit for any industrial hemp production also allows the county to take abatement actions against a grower that claims to be growing industrial hemp, but is growing higher THC content cannabis through the county's expedited abatement procedure for nuisances caused by cannabis cultivation, which was put in place by county ordinance 1222, and is contained in Chapter 18.82 of the Inyo County Code.

### ***Proposed Hemp Regulations***

#### **General**

Conditional use permits will be required for all instances of landuse involving hemp activities. These activities will be conducted in compliance with all applicable state and local laws, including, but not limited to, regular testing of the hemp to determine compliance with potency levels at the reasonable discretion of the Commercial Cannabis Permitting Office. Hemp activities will also be prohibited in Inyo County Cannabis Business License Zones where commercial cannabis activities are prohibited.

#### **Cultivation**

The Draft Ordinance proposes to allow for hemp cultivation in the Open Space (OS), Light Industrial (M2) and General Industrial and Extractive zones (M1).

- Open Space: cultivation will be restricted to indoor only with a 300-foot buffer from all parcel lines. It will also require mitigation requirements for odor, noise, pollen escape and visual resources. This is similar to the restrictions on commercial cannabis with the addition of indoor growing only and mitigation for pollen escape. These were included to address the issues of cross pollination potential between hemp and cannabis that could be destructive to both crops.
- Light Industrial: hemp cultivation restricted to indoors only, and subject to odor, noise, pollen escape and visual resource mitigation requirements. This is the same as the restriction on commercial cannabis with the addition of mitigation for pollen escape that was included to address the issues of cross pollination potential between hemp and cannabis that could be destructive to both crops.
- General Industrial and Extractive: hemp cultivation restricted to indoors only, and subject to odor, noise, pollen escape and visual resource mitigation requirements. This is the same as the restriction on commercial cannabis with the addition of mitigation for pollen escape that was included to address the issues of cross pollination potential between hemp and cannabis that could be destructive to both crops.



## **Manufacturing**

The draft ordinance proposes manufacturing in the Light Industrial and General Industrial and Extractive zones.

- Light Industrial: non-volatile Hemp Manufacturing. This is the same level of manufacturing activity as allow for commercial cannabis.
- General Industrial and Extractive: hemp manufacturing. This is the same level of manufacturing activity as allow for commercial cannabis.

## **FINDINGS**

### *California Environmental Quality Act (CEQA)*

Zone Text Amendment No. 2018-03/Inyo County – Industrial Hemp Activities, is Exempt from CEQA by covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Since this proposal does not approve a development project or future development projects and subsequent to this ordinance projects proposed pursuant to it will require Conditional Use Permits that are subject to CEQA as required for discretionary approvals by the Inyo County Planning Commission it is Exempt from CEQA.

### *General Plan Consistency*

- General Plan Land Use Policies that correspond to the Open Space Zone 18.12 LU-2.5 Rural Protection; LU-5.1 Open Space and Recreation; and, LU-5.3 Agriculture provide for agriculture lands and activities and therefore, hemp cultivation in the Open Space Zone is consistent with the General Plan.
- General Plan Land Use Policy that corresponds to the Light Industrial Zone 18.56 LU-4.1 Light Industrial, provides for light manufacturing activities similar to those of non-volatile hemp manufacturing and therefore, is consistent with the General Plan
- General Plan Land Use Policy that corresponds to the General Industrial and Extractive Zone 18.57 LU-4.2 General Industrial, provides for a full range of manufacturing activities and therefore the manufacturing of hemp product in the General Industrial and Extractive zone is consistent with the General Plan.

### *Zoning Ordinance Consistency*

Allowing for hemp cultivation as a Conditional Use in the Open Space zone, Light Industrial zone and General Industrial and Extractive zone; and, hemp non-volatile manufacturing as a Conditional Use in the Light Industrial zone; and, hemp manufacturing as a Conditional Use in the General Industrial and Extractive zone is similar to already allowed uses in those zones and will require discretionary approvals by the Inyo County Planning Commission and is therefore consistent with the County zoning code.

## **RECOMMENDATION**

### **PLANNING COMMISSION RESOLUTION:**

The Planning Commission reviewed the proposal at its regular November 28, 2018 meeting, and unanimously adopted a Resolution (Attached) recommending that the Board of Supervisors Enact the Ordinance. No substantive issues were raised.

**ALTERNATIVES:**

- Do NOT approve the requested actions.
- Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

The cost to process Conditional Use Permits subsequent to the enactment of this Ordinance will be covered by application fees paid by the applicant.

<b>APPROVALS</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>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

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

 \_\_\_\_\_ Date: 11/20/18

- Attachments:
- Proposed Ordinance
  - Planning Commission Resolution

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTIONS 18.78.370, 18.06.263, 18.06.422 AND SUBSECTIONS 18.12.040.Q, 18.56.040.L, 18.56.040.M, 18.57.040.M AND 18.57.040.N TO THE INYO COUNTY CODE REGARDING HEMP ACTIVITIES

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

**SECTION ONE.** Section 18.78.370 is added to the Inyo County Code to read as follows: “18.78.370 Hemp. Conditional use permits are required in all instances of land use involving hemp activities. Issuance of any conditional use permit for hemp activities shall be contingent upon the hemp activity being conducted in compliance with all applicable state and local laws, including, but not limited to, regular testing of the hemp to determine compliance with potency levels at the reasonable discretion of the County Commercial Cannabis Permitting Office (C3PO). Hemp activities are prohibited in any Inyo County Cannabis Business License Zones where commercial cannabis activities are prohibited.”

**SECTION TWO.** Section 18.06.263 is added to the Inyo County Code to read as follows: “18.06.263 ‘Hemp’ or ‘Industrial Hemp’ is as defined in Section 11018.5 of the California Health and Safety Code as may be amended.”

**SECTION THREE.** Section 18.06.422 is added to the Inyo County Code to read as follows: “18.06.422 Non-volatile Hemp Manufacturing is defined as the manufacture hemp products using nonvolatile solvents, or no solvents.”

**SECTION FOUR.** 18.12.040 Open Space – Conditional Uses, is amended to add subsection Q as follows: “Q. Hemp Cultivation. Industrial hemp cultivation shall be conducted indoors only, and subject to odor, noise, pollen escape and visual resource mitigation requirements and shall be three hundred feet from all parcel lot lines.”

**SECTION FIVE.** 18.56.040 Light Industrial – Conditional Uses, is amended to add subsection L as follows: “L. Hemp Cultivation. Industrial hemp cultivation shall be conducted indoors only, and subject to odor, noise, pollen escape and visual resource mitigation requirements.”

**SECTION SIX.** 18.56.040 Light Industrial – Conditional Uses, is amended to add subsection M as follows: “M. Non-volatile Hemp Manufacturing.”

**SECTION SEVEN.** 18.57.040 General Industrial and Extractive – Conditional Uses is amended to add subsection M as follows: “M. Hemp Cultivation. Industrial help

cultivation shall be conducted indoors only, and subject to odor, noise, pollen escape and visual resource mitigation requirements.”

**SECTION EIGHT.** 18.57.040 General Industrial and Extractive – Conditional Uses is amended to add subsection N as follows: “N. Hemp manufacturing.”

**SECTION NINE.** Severability

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

**SECTION TEN.** Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

**PASSED AND ADOPTED this 4<sup>th</sup> day of December, 2018 by the following vote of the Inyo County Board of Supervisors:**

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Dan Totheroh, Chairperson

ATTEST: Clint Quilter  
Clerk to the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant

**RESOLUTION NO.**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE ZONE TEXT AMENDMENT NO. 2018-03 INYO COUNTY**

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA

WHEREAS, ZTA 2018-03 does not approve a development project or future development projects and subsequent to this ordinance projects proposed pursuant to it will require Conditional Use Permits that are subject to CEQA as required for discretionary approvals by the Inyo County Planning Commission

WHEREAS, the Inyo County Planning Commission held a public hearing on November 28, 2018, to review and consider a request for approval of Zone Text Amendment No. 2018-03, and considered the staff report for the project and all oral and written comments regarding the proposal

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan

WHEREAS, General Plan Land Use Policies that correspond to the Open Space Zone 18.12 LU-2.5 Rural Protection; LU-5.1 Open Space and Recreation; and, LU-5.3 Agriculture provide for agriculture lands and activities and therefore, hemp cultivation in the Open Space Zone is consistent with the General Plan

WHEREAS, General Plan Land Use Policy that corresponds to the Light Industrial Zone 18.56 LU-4.1 Light Industrial, provides for light manufacturing activities similar to those of non-volatile hemp manufacturing and therefore, is consistent with the General Plan

WHEREAS, General Plan Land Use Policy that corresponds to the General Industrial and Extractive Zone 18.57 LU-4.2 General Industrial provides for a full range of manufacturing activities and therefore the manufacturing of hemp product in the General Industrial and Extractive zone is consistent with the General Plan

WHEREAS, ZTA 2018-03 is consistent with the Inyo County Zoning code as allowing for hemp cultivation as a Conditional Use in the Open Space zone, Light Industrial zone and General Industrial and Extractive zone; and, hemp non-volatile manufacturing as a Conditional Use in the Light Industrial zone; and, hemp manufacturing as a Conditional Use in the General Industrial and Extractive zone is similar to already allowed uses in those zones and will require discretionary approvals by the Inyo County Planning Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at November 28, 2018, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

#### **RECOMMENDED FINDINGS**

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

#### **RECOMMENDED ACTIONS**

1. Approve the Amendment to the Open Space (OS) Zone based on all of the information in the public record and on the recommendation of the Planning Commission.

2. Approve the Amendment to the Light Industrial (M2) Zone based on all of the information in the public record and on the recommendation of the Planning Commission.
3. Approve the Amendment to the General Industrial and Extractive (M1) Zone based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 28<sup>th</sup> day of November, 2018, by the following vote of the Inyo County Planning Commission:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Frank Stewart, Chair  
Inyo County Planning Commission

ATTEST:

Cathreen Richards, Planning Director

By \_\_\_\_\_  
Ryan Standridge,  
Secretary of the Commission





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

For Clerk's Use Only:  
AGENDA NUMBER

28

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

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: December 4, 2018**

**SUBJECT: Commercial Cannabis License Annual Fees**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) conduct a public hearing on the proposed commercial cannabis business license annual fees, and B) adopt resolution establishing such fees.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On March 20, 2018 your board approved a resolution establishing application fees for commercial cannabis business licenses. Now that the county is moving forward with issuance of annual licenses, fees for these licenses must also be set pursuant to Inyo County code section 5.40.100.

Staff has completed a study to estimate the cost of regulating commercial cannabis businesses. Based on the current estimated number of licensees and the county's estimated cost of an enforcement program as outlined in Inyo County budget unit 023301, staff recommends the annual license fee be set at \$8,850.

This fee will be revisited annually to ensure that full cost recovery is occurring and that businesses are not paying more than the actual cost of the enforcement program. Since the county has not yet incurred many costs as it has not hired employees for the enforcement component of the commercial cannabis program, staff recommends that license fees be prorated in month increments with renewal periods following the July 1 to June 30 fiscal year.

**ALTERNATIVES:**

Your board could consider different annual license fee amounts.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If license fees are set at \$8,850 the county would receive an estimated \$212,400. This would come very close to matching the cannabis budget of \$211,468 for FY 18/19.

**APPROVALS**

<b>COUNTY COUNSEL:</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: <u>yes</u> Date <u>11/28/18</u>
<b>AUDITOR/CONTROLLER:</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: <u>yes</u> Date <u>11/21/18</u>

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



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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA  
ESTABLISHING ANNUAL COMMERCIAL CANNABIS BUSINESSES LICENSE FEES**

**WHEREAS**, Inyo County Code Chapter 5.40 authorizes the County to establish fees for regulation of commercial cannabis activities via resolution; and

**WHEREAS**, the County Commercial Cannabis Permit Office (C3PO) conducted a study to determine the reasonable costs the County may incur in the administration and enforcement of Chapter 5.40, which are reflected below.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO RESOLVES AS FOLLOWS:**

There is established the following schedule of fees to be charged and paid for the various commercial cannabis business license holders for administration and enforcement performed pursuant to Inyo County Code Chapter 5.40. The schedule shall be known as the "C3PO Annual License Fee Schedule" and shall be administered in accordance with Inyo County Code Chapter 5.40, other relevant provisions of the Inyo County code, and state law.

License Type	Annual Fee
Commercial Cannabis Business License	\$8,850.00

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Dan Totheroh, Chair  
Inyo County Board of Supervisors

ATTEST: Clint Quilter, Clerk  
of the Board

\_\_\_\_\_  
Assistant Clerk of the Board



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

For Clerk's Use Only:  
AGENDA NUMBER

29

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

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: December 4, 2018**

**SUBJECT: Consideration of Commercial Cannabis Business Licenses**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) conduct a public hearing on the consideration of county commercial cannabis licenses for retail classification licenses in cannabis Zone 1, and B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of licenses contingent on the county establishing fees, the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the county and the state of California including payment of all required fees and taxes, and C) deny those applications that failed to meet the 80% minimum requirement and authorize final letters of rejection.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On June 18, 2018, the window for acceptance of commercial cannabis license applications closed. County staff has been working together and with the applicants since that time to ensure the applications are complete and assess the final proposals. Of the 35 applications received, 30 moved forward to the final round of scoring. Applications were scored based on a point system that considered the following criteria:

- a. Adequacy of the security plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community;
- e. Environmental considerations including water sources;
- f. Residency considerations;
- g. Community benefit plan;
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter;

Beginning with this item today, staff will be bringing groups of applications that have completed scoring to your board for consideration.

The initial group of applications includes the retail license type from Zone 1 (see attached map). Pursuant to Inyo County code section 5.40.070(A)(1)(e), two retail business licenses are available in Zone 1. Four applications were received for Zone 1 retail licenses. Final scoring sheets for these four applications are attached and the total scores were as follows:

Applicant	Score
PALS Association, Inc.	1,208 points (88.18%)
Simply Green	1,112 points (81.17%)
X Dispensaries, LLC	1,044 points (76.20%)
Inyosol, LLC (DBA Mtn Leaf)	1,034 points (75.47%)

Note that the maximum score for retail applications is 1,370 because application section 6, "Cultivation Plan" is not applicable. The maximum score for application types that include a cultivation component is 1,580.

Inyo County Code Section 5.40.090(H) requires that a cannabis application receive a minimum score of 80% in order for a license to be issued. The applications from PALS Association, Inc. and Simply Green have met the 80% minimum score, The applications from X Dispensaries, Inc. and Inyosol, LLC failed to meet the 80% minimum score.

**ALTERNATIVES:**


Your board could choose to adjust scoring to change the outcome of the staff scoring or decide to deny all applications.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If two licenses are issued, annual license fee revenue is projected to be \$17,700. Additional sales tax revenue may also be generated.

**APPROVALS**

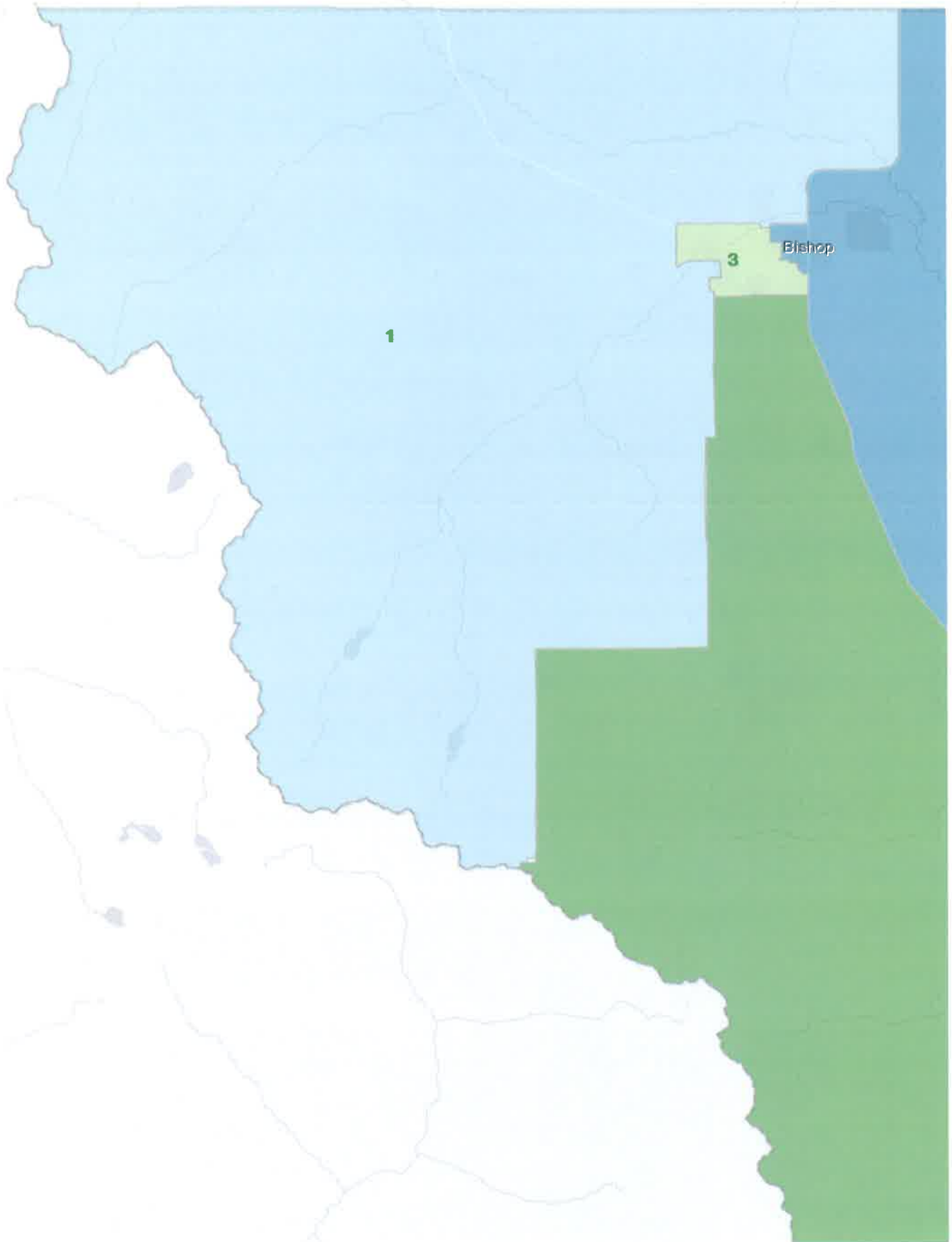
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>11/26/18</u>
-----------------	---

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



Date: 11-26-18

# Zone 1 Map



# Final Scoring

PALS Association, Inc.



# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

### COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
PALS Association, Inc.	7/9/2018

#### Section 1 – License Type and Status

Complete       Incomplete

Notes:

#### Section 2 – Contact Information

Complete       Incomplete

Notes:

#### Section 3 – Location Information

Complete       Incomplete

Notes:

#### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	166	265	N/A	108	315	354	1208
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

\*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.



The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy	0-30	28
2. Alarm system adequacy	0-30	30
3. Cash security	0-30	30
4. Perimeter/security fencing adequacy	0-30	25
5. Security personnel use and training	0-30	28
6. Additional security measures	0-30	25
<b>TOTAL</b>		<b>166</b>

<b>Section 5 – Operations Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials	0-30	30
4. Storage safety and security	0-30	30
5. Waste disposal plan adequacy	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	55
<b>TOTAL</b>		<b>265</b>

<b>Section 6 – Cultivation Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
<b>TOTAL</b>		<b>0</b>

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	108
	<b>TOTAL</b>	<b>108</b>

<b>Section 8 – Environmental Considerations</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Water source sustainability	0-60	60
2. Wastewater runoff management adequacy	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	0
4. Odor control and ventilation systems	0-60	50
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	<b>TOTAL</b>	<b>315</b>

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-260	234
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	<b>TOTAL</b>	<b>354</b>

Final Scoring

Simply Green



# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

### COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:

Initial Application       Revised Application

Business Name: **Simply Green**

Date Received: **7/25/2018**

#### Section 1 – License Type and Status

Complete       Incomplete

Notes:

#### Section 2 – Contact Information

Complete       Incomplete

Notes:

#### Section 3 – Location Information

Complete       Incomplete

Notes:

#### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	138	223	N/A	126	330	295	1112
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

\*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	28
4. Perimeter/security fencing adequacy (Sheriff)	0-30	18
5. Security personnel use and training (Sheriff)	0-30	18
6. Additional security measures (Sheriff)	0-30	18
<b>TOTAL</b>		<b>138</b>

<b>Section 5 – Operations Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	29
7. Adequacy of equipment to proposed activity	0-30	29
8. Community mitigation measures	0-60	20
<b>TOTAL</b>		<b>223</b>

<b>Section 6 – Cultivation Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
<b>TOTAL</b>		<b>0</b>

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	126
	<b>TOTAL</b>	<b>126</b>

<b>Section 8 – Environmental Considerations</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	0
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	<b>TOTAL</b>	<b>330</b>

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-260	182
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	53
	<b>TOTAL</b>	<b>295</b>

**Final Scoring**

**X Dispensaries, LLC**



# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

### COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
X Dispensaries, LLC	7/18/2018

#### Section 1 – License Type and Status

Complete       Incomplete

Notes:

#### Section 2 – Contact Information

Complete       Incomplete

Notes:

#### Section 3 – Location Information

Complete       Incomplete

Notes:

#### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	173	213	N/A	108	300	250	1044
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

\*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.



The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	30
4. Perimeter/security fencing adequacy (Sheriff)	0-30	30
5. Security personnel use and training (Sheriff)	0-30	27
6. Additional security measures (Sheriff)	0-30	30
<b>TOTAL</b>		<b>173</b>

<b>Section 5 – Operations Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	20
6. Adequacy of weights & measures equipment and practices	0-30	25
7. Adequacy of equipment to proposed activity	0-30	28
8. Community mitigation measures	0-60	20
<b>TOTAL</b>		<b>213</b>

<b>Section 6 – Cultivation Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
<b>TOTAL</b>		<b>0</b>

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	108
TOTAL		108

<b>Section 8 – Environmental Considerations</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	5
4. Odor control and ventilation systems	0-60	30
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		300

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-260	156
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	49
TOTAL		250

Final Scoring

Inyosol, LLC



# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

### COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
INYOSOL, LLC	9/18/2018

#### Section 1 – License Type and Status

Complete     Incomplete

Notes:

#### Section 2 – Contact Information

Complete     Incomplete

Notes:

#### Section 3 – Location Information

Complete     Incomplete

Notes:

#### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	142	132	N/A	126	318	316	1034
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

\*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy	0-30	18
2. Alarm system adequacy	0-30	18
3. Cash security	0-30	25
4. Perimeter/security fencing adequacy	0-30	25
5. Security personnel use and training	0-30	28
6. Additional security measures	0-30	28
<b>TOTAL</b>		<b>142</b>

<b>Section 5 – Operations Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	24
3. Hazardous materials	0-30	0
4. Storage safety and security	0-30	10
5. Waste disposal plan adequacy	0-30	20
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	15
8. Community mitigation measures	0-60	18
<b>TOTAL</b>		<b>132</b>

<b>Section 6 – Cultivation Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
<b>TOTAL</b>		<b>0</b>

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	126
	<b>TOTAL</b>	<b>126</b>

<b>Section 8 – Environmental Considerations</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Water source sustainability	0-60	60
2. Wastewater runoff management adequacy	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	3
b. Mitigation of dark skies concerns	0-30	15
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	<b>TOTAL</b>	<b>318</b>

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-260	208
2. Local hiring plan/strategies	0-60	50
3. Wage comparison	0-60	58
	<b>TOTAL</b>	<b>316</b>



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## Memorandum

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** November 13, 2018  
**Re:** July 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of July 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 5886.38
022701	Kitchen Services	\$ 1554.99
022710	Sheriff Safety	\$24121.45
022900	Jail General	\$ 7290.00
022910	Jail Safety	\$ 7253.15
	<b>Grand Total</b>	<b>\$ 46,105.97</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

JULY 2018 OVERTIME TOTAL:

46,105.97

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Balance	Percent
BUDG	5003	022700	7/20/2018	SHERIFF	02150DP	EARN REG	5,233.02	5,233.02	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	7/20/2018	GRS.	JE32224		(1,046.60)	1,046.60	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	8/3/2018	SHERIFF	02160DP	EARN REG	1,699.96	1,699.96	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	8/3/2018	GRS.			5,886.38						
BUDG	5003	022701	7/20/2018	KITCHEN SERVICES	02150DP	EARN REG	1,150.11	1,150.11	15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	7/20/2018	GRS.	JE32224		(230.02)		15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	8/3/2018	KITCHEN SERVICES	02160DP	EARN REG	634.90	634.90	15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	8/3/2018	GRS.			1,554.99						
BUDG	5003	022710	7/20/2018	SHERIFF - SAFETY	02150DP	EARN REG	12,742.69	12,742.69	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	7/20/2018	GRS.	JE32224		(2,548.54)		265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	8/3/2018	SHERIFF - SAFETY	02160DP	EARN REG	13,908.08	13,908.08	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	8/3/2018	GRS.	02171DP	EARN REG	19.22	19.22	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	8/3/2018	SHERIFF - SAFETY			24,121.45						
BUDG	5003	022900	7/20/2018	JAIL	02150DP	EARN REG	4,512.11	4,512.11	95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	7/20/2018	GRS.	JE32224		(902.42)		95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	7/20/2018	JAIL	02160DP	EARN REG	3,680.31	3,680.31	95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	8/3/2018	GRS.			7,290.00						
BUDG	5003	022910	7/20/2018	JAIL - SAFETY	02150DP	EARN REG	4,604.54	4,604.54	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	7/20/2018	GRS.	JE32224		(920.91)		81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	8/3/2018	JAIL - SAFETY	02160DP	EARN REG	3,569.52	3,569.52	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	8/3/2018	GRS.			7,253.15						





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## **Memorandum**

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** November 13, 2018  
**Re:** August 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of August 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 6439.19
022701	Kitchen Services	\$ 1439.24
022710	Sheriff Safety	\$ 28666.44
022900	Jail General	\$ 14527.97
022910	Jail Safety	\$ 9839.82
	<b>Grand Total</b>	<b>\$ 60,912.66</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

AUGUST 2018 OVERTIME TOTAL: 60,912.66

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Balance	Percent
TRNS	5003	022700	8/17/2018	SHERIFF	02170DP	EARN REG	1,982.47	1,982.47	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	8/31/2018	SHERIFF	02180DP	EARN REG	4,456.72	4,456.72	72,000.00	2,291.10	27,063.24	44,936.76	37.59
							6,439.19						
TRNS	5003	022701	8/17/2018	KITCHEN SERVICES	02170DP	EARN REG	636.74	636.74	15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	8/31/2018	KITCHEN SERVICES	02180DP	EARN REG	802.50	802.50	15,605.00	591.75	5,390.67	10,214.33	34.54
							1,439.24						
TRNS	5003	022710	8/17/2018	SHERIFF - SAFETY	02170DP	EARN REG	16,391.53	16,391.53	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	8/31/2018	SHERIFF - SAFETY	02180DP	EARN REG	12,274.91	12,274.91	265,000.00	9,301.72	122,468.96	142,531.04	46.21
							28,666.44						
TRNS	5003	022900	8/17/2018	JAIL	02170DP	EARN REG	7,802.27	7,802.27	95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	8/31/2018	JAIL	02180DP	EARN REG	6,725.70	6,725.70	95,576.00	5,019.55	50,981.99	44,594.01	53.34
							14,527.97						
TRNS	5003	022910	8/17/2018	JAIL - SAFETY	02170DP	EARN REG	5,286.89	5,286.89	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	8/31/2018	JAIL - SAFETY	02180DP	EARN REG	4,552.93	4,552.93	81,043.00	3,340.32	32,053.54	48,989.46	39.55
							9,839.82						



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**Memorandum**

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** November 13, 2018  
**Re:** September 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of September 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 4016.98
022701	Kitchen Services	\$ 1254.13
022710	Sheriff Safety	\$ 28834.91
022900	Jail General	\$ 12632.54
022910	Jail Safety	\$ 6216.08
	<b>Grand Total</b>	<b>\$ 52,954.64</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

SEPTEMBER 2018 OVERTIME TOTAL 52954.64

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Balance	Percent
TRNS	5003	022700	9/14/2018	SHERIFF	02190DP	EARN REG	1,641.11	1,641.11	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	9/28/2018	SHERIFF	02200DP	EARN REG	2,375.87	2,375.87	72,000.00	2,291.10	27,063.24	44,936.76	37.59
							4,016.98						
TRNS	5003	022701	9/14/2018	KITCHEN SERVICES	02190DP	EARN REG	856.62	856.62	15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	9/28/2018	KITCHEN SERVICES	02200DP	EARN REG	397.51	397.51	15,605.00	591.75	5,390.67	10,214.33	34.54
							1,254.13						
TRNS	5003	022710	9/14/2018	SHERIFF - SAFETY	02190DP	EARN REG	13,061.35	13,061.35	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	9/28/2018	SHERIFF - SAFETY	02200DP	EARN REG	15,773.56	15,773.56	265,000.00	9,301.72	122,468.96	142,531.04	46.21
							28,834.91						
TRNS	5003	022900	9/14/2018	JAIL	02190DP	EARN REG	6,531.32	6,531.32	95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	9/28/2018	JAIL	02200DP	EARN REG	6,101.22	6,101.22	95,576.00	5,019.55	50,981.99	44,594.01	53.34
							12,632.54						
TRNS	5003	022910	9/14/2018	JAIL - SAFETY	02190DP	EARN REG	4,087.34	4,087.34	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	9/28/2018	JAIL - SAFETY	02200DP	EARN REG	2,128.74	2,128.74	81,043.00	3,340.32	32,053.54	48,989.46	39.55
							6,216.08						



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**Memorandum**

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** November 13, 2018  
**Re:** October 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of October 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 8429.59
022701	Kitchen Services	\$ 550.56
022710	Sheriff Safety	\$ 31544.44
022900	Jail General	\$ 11511.93
022910	Jail Safety	\$ 540417
	<b>Grand Total</b>	<b>\$ 57,440.69</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

OCTOBER 2018 OVERTIME TOTAL: 57440.69

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Balance	Percent
TRNS	5003	022700	10/12/2018	SHERIFF	02210DP	EARN REG	3,612.13	3,612.13	72,000.00	2,291.10	27,063.24	44,936.76	37.59
TRNS	5003	022700	10/26/2018	SHERIFF	02220DP	EARN REG	4,817.46	4,817.46	72,000.00	2,291.10	27,063.24	44,936.76	37.59
							8,429.59						
TRNS	5003	022701	10/12/2018	KITCHEN SERVICES	02210DP	EARN REG	234.59	234.59	15,605.00	591.75	5,390.67	10,214.33	34.54
TRNS	5003	022701	10/26/2018	KITCHEN SERVICES	02220DP	EARN REG	315.97	315.97	15,605.00	591.75	5,390.67	10,214.33	34.54
							550.56						
TRNS	5003	022710	10/2/2018	SHERIFF - SAFETY	02211DP	EARN REG	294.20	294.20	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	10/12/2018	SHERIFF - SAFETY	02210DP	EARN REG	16,385.43	16,385.43	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	10/23/2018	09/14/18 OT SHRF/CNNBIS	JE32621		(2,045.53)	-	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	10/25/2018	JE32621.OT SHERIFF	JE32641		913.12	913.12	265,000.00	9,301.72	122,468.96	142,531.04	46.21
TRNS	5003	022710	10/26/2018	SHERIFF - SAFETY	02220DP	EARN REG	15,997.22	15,997.22	265,000.00	9,301.72	122,468.96	142,531.04	46.21
							31,544.44						
TRNS	5003	022900	10/12/2018	JAIL	02210DP	EARN REG	6,012.65	6,012.65	95,576.00	5,019.55	50,981.99	44,594.01	53.34
TRNS	5003	022900	10/26/2018	JAIL	02220DP	EARN REG	5,499.28	5,499.28	95,576.00	5,019.55	50,981.99	44,594.01	53.34
							11,511.93						
TRNS	5003	022910	10/12/2018	JAIL - SAFETY	02210DP	EARN REG	3,614.81	3,614.81	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	10/23/2018	09/14/18 OT SHRF/CNNBIS	JE32621		(525.41)	-	81,043.00	3,340.32	32,053.54	48,989.46	39.55
TRNS	5003	022910	10/26/2018	JAIL - SAFETY	02220DP	EARN REG	2,314.77	2,314.77	81,043.00	3,340.32	32,053.54	48,989.46	39.55
							5,404.17						

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
4800 STOCKDALE HWY  
STE 213  
BAKERSFIELD, CA 93309  
(661) 395-2731

File Number: **585778**  
Receipt Number: **2539746**  
Geographical Code: **1400**  
Copies Mailed Date: **November 15, 2018**  
Issued Date:

**DISTRICT SERVING LOCATION:** BAKERSFIELD  
**First Owner:** **NEWMAN, FORREST WILLIAM**  
**Name of Business:** **JAKES SALOON**  
**Location of Business:** **119 N MAIN ST  
LONE PINE, CA 93545**  
**County:** **INYO**  
**Is Premise inside city limits?** **No**  
**Mailing Address:** **PO BOX 1238  
(If different from premises address) LONE PINE, CA 93545**

RECEIVED  
2018 NOV 27 PM 12:40  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Census Tract **0008.00**

Type of license(s): 48

Transferor's license/name:

Dropping Partner: Yes  No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
48 - On-Sale General Eating	ORIGINAL FEES	NA	Y	0	09/18/17	\$13,800.00
48 - On-Sale General Public	ANNUAL FEE	P0	Y	0	11/15/18	\$637.00
<b>Total</b>						<b>\$14,437.00</b>

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO

Date: September 18, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

NEWMAN, FORREST WILLIAM

NEWMAN, SHERRI LYNN

PELTON, JUDITH SARA