

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the “**hand-waving**” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

### **October 13, 2020 - 8:30 A.M.**

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: one potential case.
3. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**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 A.M.
4. ***PLEDGE OF ALLEGIANCE***
  5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***
  6. ***PUBLIC COMMENT***
  7. ***COUNTY DEPARTMENT REPORTS*** (*Reports limited to two minutes*)
  8. ***COVID-19 STAFF UPDATE***

**DEPARTMENTAL - PERSONNEL ACTIONS**

9. **Health & Human Services - First 5** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Prevention Specialist at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

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

10. **County Administrator - Motor Pool** - Request Board authorize an annual payment to Government Marketing and Procurement LLC of Wimberley, TX for the Motor Pool Fleet Commander software system for annual hosting, software maintenance and technical support in an amount of approximately \$45,000 per year for the life of the software or until the County changes Motor Pool management systems, contingent on the adoption of future budgets.
11. **County Administrator - Recycling & Waste Management** - Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a piece of heavy equipment over \$10,000, and authorize the purchase of a used Wheel Loader from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$150,000 including tax and delivery.
12. **County Administrator - Recycling & Waste Management** - Request Board: A) declare Powerscreen of California in Dixon, CA a sole-source provider of rental of aggregate processing equipment for crushing concrete at the Bishop Landfill; B) approve a blanket purchase order in an amount not to exceed \$35,000 payable to Powerscreen of California, for the rental of a Tracked Mobile Impact Crusher to crush stockpiled concrete at the Bishop Landfill; C) approve a blanket purchase order in an amount not to exceed \$30,000 payable to Quinn Company for the rental of an

excavator for crushing concrete at the Bishop Landfill; and D) authorize the Solid Waste Superintendent to sign the rental agreements with Powerscreen of California and Quinn Company.

13. **Public Works** - Request Board approve the plans and specifications for the County Jail Roof Resealing Project and authorize the Public Works Director to advertise the project.
14. **Public Works** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Hunt Propane of Bishop, CA to add an additional service location to the current contracted Scope of Work, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Pestmaster Services, Inc. of Reno, NV, making changes to the current schedule of fees location list and increasing the contract to an amount not to exceed \$42,335.60, contingent upon the Board's approval 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)

16. **County Administrator - Emergency Services** - Request Board receive a presentation from Emily Holland, Public Policy Specialist for the California Office of Emergency Services (CalOES) - California Earthquake Early Warning Program.
17. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for October 15, 2020.
18. **Sheriff** - Request Board: A) amend the Fiscal Year 2020-2021 Animal Services Budget 023900 as follows: increase estimated revenue in Animal Licenses Revenue Code No. 4101 by \$2,000; reduce salary by \$3,000; reduce overtime costs by \$4,000; reduce general operating by \$3,000 and increase appropriation in professional services Object Code 5265 by \$12,000 (*4/5ths vote required*); B) declare DocuPet Corp of Syracuse, NY a sole-source provider of pet licensing services; C) approve the contract between the County of Inyo and DocuPet Corp of Syracuse, NY for the provision of the above-mentioned service in an amount not to exceed \$36,000 for the period of November 1, 2020 through November 1, 2023; contingent upon the Board's approval of future budgets; and D) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
19. **Health & Human Services - Social Services** - Request Board ratify and approve Amendment No. 1 to the contract with Redwood Toxicology, extending the contract through October 31, 2020 for the provision of urine sample collection devices and laboratory services to Inyo County HHS' Child Protective Services and Substance Use Disorders programs.
20. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and Discovery Point Preschool of Bishop, CA for compensation of services satisfactorily rendered to support child development

activities of early childhood learning in Inyo County, in an amount not to exceed \$10,175.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

21. **Public Works** - Request Board ratify and approve the agreement between the County of Inyo and Valsoft Corporation Inc. dba Cascade Software Systems, Inc. for the provision of Software Maintenance and Support Services for the Road Department's Cost Accounting Program (CAMS), in an amount not to exceed \$19,155.05 for the period of July 1, 2020 through June 30, 2021, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.
  
22. **Public Works** - Request Board: A) amend the Fiscal Year 2020-2021 Water Systems Budget 152199 as follows: increase appropriation in Construction in Progress (5700) by \$30,000 (*4/5ths vote required*); and B) award the contract for the Independence Water Main Installation Project to Lake Arrowhead Construction dba Trinity Construction, Inc. of Blue Jay, CA in an amount not to exceed \$191,983.97.

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

23. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

24. **Auditor-Controller** - Actual count of money in the hands of the Treasurer on October 6, 2020.



# County of Inyo



## Health & Human Services - First 5 DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire one full time Prevention Specialists in the HHS Public Health and Prevention Division

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Prevention Specialist at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

**SUMMARY/JUSTIFICATION:**

A Prevention Specialist who was assigned to work primarily in the Tobacco Prevention and Youth Mentor programs recently resigned, upon her resignation a Prevention Specialist primarily assigned to the First 5 program requested a lateral transfer resulting in a vacancy in the First 5 program. The HHS Prevention Specialist performs many vital duties within the HHS Prevention division. This position has the primary responsibility for providing support to the First 5 program, including supporting child development through developmental screenings and home visits; promoting early literacy through programs like Reach Out and Read and Imagination Library; and improving the quality of early child care programs as part of the First 5 California IMPACT funding. This position also provides some assistance to other First 5 and HHS Prevention programs, including Triple P Positive Parenting, Diaper Depot, Child Abuse Prevention education, car seat safety education, and may provide eligibility and nutrition education services, all helping to further support HHS Prevention programs.

The Department is respectfully requesting your Board's approval to fill this important prevention position.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the filling of this position, which would significantly limit our ability to offer Triple P parenting courses, senior prevention activities, and other early child development activities

associated with First 5 Inyo.

**OTHER AGENCY INVOLVEMENT:**

Local child care providers, senior programs, Probation, and other HHS divisions.

**FINANCING:**

State funding and Social Services Realignment. This position is budgeted 45% in Social Services (055800) and 55% in First 5 (643000) in the Salaries and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 9/30/2020
Darcy Ellis	Approved - 9/30/2020
Serena Johnson	Approved - 9/30/2020
Melissa Best-Baker	Approved - 10/1/2020
Marilyn Mann	Approved - 10/1/2020
Sue Dishion	Approved - 10/8/2020
Amy Shepherd	Approved - 10/8/2020
Marilyn Mann	Final Approval - 10/8/2020



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Request payment of annual fees for Agile Motor Pool software.

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**RECOMMENDED ACTION:**

Request Board authorize an annual payment to Government Marketing and Procurement LLC of Wimberley, TX for the Motor Pool Fleet Commander software system for annual hosting, software maintenance and technical support in an amount of approximately \$45,000 per year for the life of the software or until the County changes Motor Pool management systems, contingent on the adoption of future budgets.

**SUMMARY/JUSTIFICATION:**

On June 4, 2019 your Board approved the purchase of fleet management software for the Motor Pool department. The software requires annual payments for software hosting, maintenance and technical support that does not appear to have been approved by your Board at the time the software was purchased. Consequently, staff recommends approval of the annual payments through the life of the software or until the County changes Motor Pool management systems.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The software requires the annual fees for continued use, so no alternatives are recommended at this time.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

The funding for this annual fee is included in the FY 20/2021 Motor Pool budget 200100, object code 5311. Future payments are contingent on budget adoption annually.

**ATTACHMENTS:**

1. Annual Fee Quote

**APPROVALS:**


Teresa Elliott

Created/Initiated - 10/2/2020

Darcy Ellis  
Leslie Chapman  
Marshall Rudolph  
Amy Shepherd  
Leslie Chapman

Approved - 10/2/2020  
Approved - 10/2/2020  
Approved - 10/5/2020  
Approved - 10/5/2020  
Final Approval - 10/5/2020



 <p><b>CONTRACTOR</b>  <b>GMP</b>  <b>Government Marketing &amp; Procurement, LLC</b>  13350 Ranch Road 12 Wimberley TX 78676  Tax # 20-3796064   Duns # 123922788   Cage Code 3GCT2  Verified Service Disabled Veteran Owned Small Business</p>	<p><b>CUSTOMER</b>  Inyo County  Denelle Carrington  <a href="mailto:dcarrington@inyocounty.us">dcarrington@inyocounty.us</a>  (760) 878-0262</p>	<p><b>QUOTE DETAILS:</b>  Quote ID QAGI6250  Contract # GS35F0858N  Quote Date 11 Sep 2020 05:20 PM  Quote Expires 31 Oct 2020 12:00 AM  FOB Destination  ARO 30 Days</p>	<p><b>QUOTE</b></p>
			<p>PREPARED BY:  Josh Farris  Vice President  832-247-3348  j.farris@gmpgov.com</p>

OM, as listed under the SIN column indicates items are Open Market and are in accordance with FAR 8.402(f)

MFG	PART #	SIN	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	PERIOD OF PERFORMANCE (if applicable)	
Agile Fleet	AH250	132-52	Annual Hosting 101 to 250 vehicles (Price Per Year)	1	\$2,727.81	\$2,727.81	01 Nov 20	31 Oct 21
Agile Fleet	MPATL50	132-52	Motor Pool Module - 25 to 50 vehicles (annual price per vehicle) includes annual Maintenance and Technical Support	50	\$100.50	\$5,025.00	01 Nov 20	31 Oct 21
Agile Fleet	MPATL100	132-52	Motor Pool Module - 51 to 100 vehicles (annual price per vehicle) includes annual Maintenance and Technical Support	5	\$83.27	\$416.35	01 Nov 20	31 Oct 21
Agile Fleet	AVATL125UP	132-52	Assigned Vehicle Module - 125 vehicles and above (annual price per vehicle) includes annual Maintenance and Technical Support	163	\$20.10	\$3,276.30	01 Nov 20	31 Oct 21
Agile Fleet	MTATL150UP	132-52	Maintenance Module - 150 vehicles and above (annual price per vehicle) includes annual Maintenance and Technical Support	218	\$17.23	\$3,756.14	01 Nov 20	31 Oct 21
Agile Fleet	KCATL	132-52	Key Control Module (annual price) includes annual Maintenance and Technical Support	1	\$2,297.10	\$2,297.10	01 Nov 20	31 Oct 21
Agile Fleet	KIOAS	132-12	KioWare Kiosk Software Annual Support	3	\$47.86	\$143.58	01 Nov 20	31 Oct 21
Agile Fleet	SAMMTS	132-12	Secure Asset Manager Maintenance and Technical Support	1	\$5,679.31	\$5,679.31	01 Nov 20	31 Oct 21
Agile Access Control, Inc	FC-GPS-RNT	OM	FleetCommander FC303 GPS data-only service w/ device rental (minimum 2 years)	99	\$186.98	\$18,511.02	01 Nov 20	31 Oct 21
Agile Access Control, Inc	FC4000HD-RNT	OM	FleetCommander FC-4000HD GPS data-only service w/ device rental (minimum 2 years)	1	\$244.41	\$244.41	01 Nov 20	31 Oct 21
Agile Access Control, Inc.	MIFI-002	OM	MiFi Annual Communications Services	1	\$1,378.25	\$1,378.25	01 Nov 20	31 Oct 21

**TOTAL \$43,455.27**

5311  
200100

Annual Fee

T 030904

REQ 33501



# County of Inyo



## County Administrator - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Authorize Recycling Waste Management to purchase a Wheel Loader

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#### **RECOMMENDED ACTION:**

Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a piece of heavy equipment over \$10,000, and authorize the purchase of a used Wheel Loader from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$150,000 including tax and delivery.

#### **SUMMARY/JUSTIFICATION:**

At the Bishop Sunland Landfill, loaders are used daily for pushing up trash; loading and placing dirt; loading the wood chipper; cleaning the septage ponds; maintaining the roads; and moving various materials to stock piles. Currently, there are 3 operators and 2 loaders, so adding a loader will help optimize daily operations. Additionally, one of the existing loaders is not CARB compliant, so eventually, it will need to be replaced or usage will have to be reduced to a low hour status of 100 hours per year. The long range plan would be to add 2 loaders and keep the non-compliant one for emergency breakdowns and special projects at all landfills.

The purchase of a new loader was anticipated and there is \$260,000 in the Board Approved budget for 2020/2021. However, staff has recently researched used loaders and potentially identified a Cat 938k Loader that is the same model as others owned by the County. Consequently, replacement parts will be uniform and various attachments will be able to be utilized on multiple machines. If staff is successful in exercising this option, there will be a potential savings of over \$100,000 that can be used to improve Recycling and Solid Waste operations.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the purchase of used equipment and then staff will solicit bids and return to Board for approval of a new loader purchase as anticipated in the budget. Based on the savings and the compatibility of other county owned equipment, this option is not recommended.

#### **OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

The purchase cost of a new Wheel Loader is included in the Fiscal Year 2020/20212 budget for Recycling Waste Management, 045700 object code 5650.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 9/25/2020
Darcy Ellis	Approved - 9/25/2020
Leslie Chapman	Approved - 9/29/2020
Marshall Rudolph	Approved - 9/30/2020
Amy Shepherd	Approved - 9/30/2020
Leslie Chapman	Final Approval - 9/30/2020



# County of Inyo



## County Administrator - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Approval of a Blanket Purchase order for rental equipment for concrete crushing

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**RECOMMENDED ACTION:**

Request Board: A) declare Powerscreen of California in Dixon, CA a sole-source provider of rental of aggregate processing equipment for crushing concrete at the Bishop Landfill; B) approve a blanket purchase order in an amount not to exceed \$35,000 payable to Powerscreen of California, for the rental of a Tracked Mobile Impact Crusher to crush stockpiled concrete at the Bishop Landfill; C) approve a blanket purchase order in an amount not to exceed \$30,000 payable to Quinn Company for the rental of an excavator for crushing concrete at the Bishop Landfill; and D) authorize the Solid Waste Superintendent to sign the rental agreements with Powerscreen of California and Quinn Company.

**SUMMARY/JUSTIFICATION:**

The Inyo County Recycling and Solid Waste program stockpiles concrete and periodically crushes it. The crushed concrete is used for improvement projects at County landfills, County road projects and it is made available to the public for the cost of loading the material. At the landfill, it is used to repair roads, fill washouts, cover ground to retard weed growth, and it is also used for dust control. Additionally, the Solid Waste Superintendent has determined that discarded asphalt can be mixed with the concrete and crushed, thereby recycling the asphalt rather than putting it into the landfill. This will give the County additional recycling credits and it will be better for the environment. There are currently about 10,000 tons of concrete at the Bishop-Sunland Landfill and staff is proposing that rather than contracting out the crushing process, the County rent equipment and have existing staff provide the labor, thereby saving the county about \$30,000. The landfill has not had concrete crushed since 2017 when we contracted with a company to do the crushing. The cost for a contract in 2017 was in excess of \$87,000.

Powerscreen of California is the exclusive dealer in California for the complete range of Powerscreen equipment including the Tracked Mobile Impact Crusher. Powerscreen of California is the only company in California that offers rentals of concrete crushers.

Recycling Waste Management received the following bids for the rental of an Excavator with attachments: Quinn Co. \$26,420.62 and Pape Machinery, \$39,000. RWM budgeted \$33,000 for the rental of the excavator and is requesting a blanket purchase order in the amount of \$30,000 to allow some flexibility for unforeseen expenses

since this is the first time the County has performed this task.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the requested rental of equipment; however, this is not suggested because the concrete needs to be crushed in order to be considered diversion by CalRecycle. Our permit states that we are only allowed to stockpile 10,000 tons of concrete at a time.

The County could contract out the work as it has done in the past, but we have the knowledge and skills to do this in house, saving the Solid Waste program up to \$30,000.

**OTHER AGENCY INVOLVEMENT:**

Auditors Office, County Counsel

**FINANCING:**

There is sufficient funding for rental of equipment in the FY 2020/2021 Recycling Waste Management Budget, 045700, object code 5281.

**ATTACHMENTS:**

1. Quinn Rental Agreement
2. Powerscreen Rental Agreement

**APPROVALS:**

Teresa Elliott	Created/Initiated - 9/9/2020
Darcy Ellis	Approved - 9/14/2020
Leslie Chapman	Approved - 9/28/2020
Marshall Rudolph	Approved - 9/30/2020
Amy Shepherd	Approved - 10/2/2020
Leslie Chapman	Final Approval - 10/2/2020



# Rental Agreement Agreement

46101 N SIERRA HIGHWAY, LANCASTER, CA 93534  
MACHINE LANCASTER Ph: 661-942-1177 Fax: 562-463-7144

Date Out:  
Est. Date In:  
Delivery Date:

Jobsite:  
Contact:  
Phone:

Customer:

Bill to:

Signed By:  
Order By:

Written By: **Heather Taylor**  
Sales Rep: **TREE FERRELL**  
PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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### Rental Items

1.	ID	SERIAL	MODEL
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### Miscellaneous Items

1	ENVIRON REC FEE			2.00 %
1	MACHINE DELIVERY			each
1	TRANSPORT RETURN			each
State Total Tax:				

### AGREEMENT AND ACKNOWLEDGEMENT

**CARB REGULATIONS** When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement, including the Additional Terms and Conditions attached hereto. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

**AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Signature) (Printed Name) (Title)

DATE OUT: \_\_\_\_\_ HRS OUT: \_\_\_\_\_ DATE IN: \_\_\_\_\_ HRS IN: \_\_\_\_\_ RETURNED BY: \_\_\_\_\_

**IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING**

## ADDITIONAL TERMS AND CONDITIONS

In consideration of the rental of the Equipment, it is agreed as follows:

1. **Deposit.** Customer acknowledges that one of the purposes of the deposit is to secure and guarantee complete performance of Customers obligation under this Agreement.
2. **WARNING.** The use of false identification to obtain the Equipment or the failure to return the Equipment upon the expiration of this Agreement may be considered a theft, resulting in criminal prosecution. Your attention is directed to California Penal Code Section 484, California Penal Code Section 476A (relating to bad checks) and Vehicle Code Section 10855 (relating to failure to return leased or rented vehicles upon contract termination). For purposes of Penal Code Section 484 and Vehicle Code Section 10855, the term "expiration date" shall be used interchangeably with "return date".
3. **POSSESSION/TITLE.** Customer's right to possession of the Equipment terminates on the return date indicated on this Agreement. Retention of possession after this date constitutes a material breach of this Agreement. Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the Equipment is and shall remain in the name of Quinn and Customer shall have no option, implied or otherwise, to purchase the Equipment, nor shall Customer have any rights in or to the Equipment except as set forth in this Agreement. Unless and until Customer purchases the Equipment from Quinn, Customer agrees not to part possession with, assign or sublet the Equipment without the written consent of Quinn. If the Equipment is levied upon, Customer shall notify Quinn immediately.
4. **TRANSPORTATION.** Customer agrees to pay all charges for loading, unloading, and transportation from the point of shipment to the point of return. Customer further agrees to return the Equipment to the yard designated by Quinn. If Customer provides for the transportation of the Equipment, Customer shall ensure any vehicle, trailer and/or other mechanism used for transporting the Equipment is suitable for the safe hauling of the Equipment.
5. **RECEIPT/INSPECTION OF EQUIPMENT.** Customer rents the Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the Equipment prior to delivery and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Agreement in good working order and repair and Customer understands proper operation of the Equipment without further instructions from Quinn. Customer acknowledges that Customer has had an opportunity to inspect all vehicles, hitches, bolts, safety chains, hauling tongues and other devices, materials or equipment used to haul Equipment or connect the Equipment to any vehicle. Customer declares that Customer has received the Equipment in a secure and operative condition.
6. **SOLVENCY.** Customer represents to Quinn that it is not insolvent and should Customer become insolvent, that Customer will return all Equipment to Quinn immediately.
7. **RENTAL PERIOD/RATE.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in this Agreement. The rental period shall include the time and date upon which transit to the Customer begins and the time and date upon which transit from the Customer ends at Quinn's unloading points, if no public carrier is used. In the event a public carrier is used, the rental period shall include the time and date of legal delivery to a public carrier for transit to Customer and the time and date of legal delivery by such carrier to Quinn upon return of the Equipment. Rental charges end upon return of the Equipment to Quinn in an acceptable condition. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be the entire minimum rental period. Quinn may terminate rental at anytime and retake the Equipment without further notice in case of violation by Customer of any terms or conditions of this Agreement. Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If Customer makes greater use of the Equipment, Customer agrees to pay an excess hour charge on all additional hours over such maximum hour usage for single shift rate. Customer agrees to notify Quinn of any increase in working schedule and permit Quinn to inspect job time records which will be used as a guide in estimating time.
8. **PAYMENT TERMS.** Terms are cash unless credit is approved. Net due upon receipt of invoice. A finance charge of 1-1/2% per month (18% per annum) will be charged on past due balance. The past due balance represents all charges unpaid on the last business day of the month following invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, Customer agrees to pay both the finance charges and the costs of collection (as permitted by laws governing these transactions).
9. **ORDINARY WEAR AND TEAR.** "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from lack of fuel or lubrication, failure to maintain proper oil, water, hydraulic or air pressure levels, damage due to overturning, overloading or exceeding rated capacities, improper use, abuse, lack of cleaning, or tire damages. Customer shall be responsible for all damage not caused from ordinary wear and tear.
10. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner. Customer acknowledges that Quinn has no physical control over the use of the Equipment. Customer agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations, including but not limited to environmental, safety and licensing regulations, that may apply to the use of the Equipment during the rental period. Customer further agrees to pay all licenses, fees, permits, assessments, charges or taxes (municipal, state and federal) arising from its use of the Equipment, including any subsequently determined to be due as a result of an audit. Customer shall not allow any person to operate the Equipment who is not qualified, trained or properly licensed to operate the Equipment. Customer shall not allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; permit any repairs to the Equipment without Quinn 's written permission, or allow any liens, levies or encumbrances to be placed upon the Equipment. Customer agrees to clean and visually inspect the Equipment at least daily. Customer acknowledges that Quinn has no responsibility to inspect the Equipment while it is in Customer's possession. If the Equipment becomes unsafe or requires repair or maintenance, Customer shall discontinue using it and immediately notify Quinn at the phone number listed on this Agreement. Quinn shall have the right at any time during business hours, to enter Customer's premises for the purpose of inspecting the Equipment and making any repairs and adjustments necessary for the proper and safe operation thereof and to remove the Equipment forthwith without notice to Customer, if in the sole opinion of Quinn, the Equipment is being used beyond its capacity or is being improperly cared for or abused.

**11. MAINTENANCE AND REPAIRS.** Customer agrees to operate the Equipment within its rated capacity by a qualified operator and to provide, at Customer's own expense, daily service in checking fuel, oil, tires, gearboxes, hydraulics, batteries, water, all fluid levels, filters, particulate filters, and provide any other maintenance as requested by Quinn. Further, any inspections and maintenance required to be performed on the Equipment on account of any municipal, state or federal rules, statutes or regulations while the Equipment is in Customer's possession shall be the sole responsibility of Customer and performed at Customer's expense. If a diesel particulate filter is provided on the Equipment, Customer shall not operate the Equipment if a display shows the filter is plugged or requires maintenance, and Customer agrees to notify Quinn immediately if such events occur. Customer further agrees to maintain and return the Equipment in as good a condition as received, ordinary wear and tear resulting from proper and normal use excepted. Quinn shall have the exclusive right to determine what constitutes ordinary wear and tear. Customer shall be responsible for, and promptly notify Quinn of, any loss or damage to the Equipment while in Customer's possession, and, subject to the requirements of Paragraph 16, Customer shall reimburse Quinn immediately upon demand for such loss or damage, including costs of labor, materials, and parts for the repair and maintenance of such loss or damage, and rental charges until such loss or damage is replaced or repaired. Customer agrees not to make any change, alteration, or modification to the Equipment without the prior written consent of Quinn. Customer further agrees that Customer is responsible for correct charger installation, proper battery charging procedures on electric units, and installation costs of special equipment for Customer's application (i.e. lights, backup alarms, etc.).

**12. RETURN OF EQUIPMENT.** Customer agrees to return the Equipment to Quinn during regular business hours on the "expiration date" in as good condition as when received, ordinary wear and tear excepted. Customer shall be responsible for ensuring Equipment is cleaned prior to returning. Customer shall also ensure Equipment is returned with the same amount of fuel provided when delivered by Quinn to Customer. If the Equipment is returned with less fuel than when delivered. Customer is responsible for paying the additional fuel charges at the rate provided by Quinn. If any keys are provided with the Equipment, the keys shall be returned with the Equipment upon the Equipment's return to Quinn.

**13. DISCLAIMER OF WARRANTIES.** Quinn makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Equipment is fit for Customer's particular intended use, or that it is free of latent defects. Quinn shall not be responsible to Customer or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the installation of, servicing of, operation of, use of, or any failure of the Equipment. Quinn shall not be responsible for any defect or failure unknown to Quinn. Customer's sole remedy for any failure of or defect in the Equipment shall be termination of the rental charges at the time of failure provided that Customer notifies Quinn immediately of such failure and returns the Equipment to Quinn within twenty-four (24) hours of such failure. Further, Quinn makes no warranties or representations of any kind concerning any services that Quinn performs for Customer in connection with the Equipment. Quinn's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with any services furnished hereunder shall be limited to those claims arising solely from the acts of Quinn and Quinn shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Customer expressly acknowledges and agrees that Quinn has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Quinn and Customer and form a basis of this bargain between the parties.

**14. PURCHASE ORDERS.** The use of Customer's purchase order number on this Agreement is for Customer's convenience and identification only. Absence of purchase order number shall not constitute grounds for non-payment.

**15. LOCATION OF EQUIPMENT/LABELS.** The Equipment shall remain at the location approved by Quinn and shall not be moved to any other location without the written consent of Quinn. Customer and Quinn agree that regardless of the manner of affixation, the Equipment shall remain personal property and not become part of the real estate. Customer agrees to maintain upon the Equipment all labels, signs or other identifying marks identifying Quinn as the owner of the Equipment, and to maintain any labels on Equipment required by state and federal laws.

**16. FIRE, THEFT, VANDALISM WAIVER.** If Fire, Theft, Vandalism waiver has been REJECTED on this Agreement then this paragraph applies. Customer shall be responsible for, and promptly notify Quinn of any loss or damage to or destruction of the Equipment, and Customer agrees to reimburse Quinn immediately upon demand for the full value of any such loss, damage or destruction, together with interest at the highest rate permitted by law until said sum is paid. Customer shall insure the Equipment against all risk of damage, loss or destruction of the Equipment, regardless of the cause. See paragraph titled "Insurance". >>> If Fire, Theft, Vandalism waiver has not been REJECTED and therefore such waiver is part of this Agreement, then this paragraph applies. Customer shall notify Quinn of any loss or damage to, or destruction of the Equipment or any disappearance or theft of the Equipment. Quinn waives any claim against Customer for direct physical loss of, damage to, or theft of the Equipment except as follows:

- (a) All damage or loss resulting from use of the Equipment in violation of any provision of this Agreement, violation of any law, ordinance or regulation.
- (b) Damage or loss as a result of overloading or exceeding the rated capacity of the Equipment.
- (c) Damage or loss caused by negligence or willful neglect of Customer.
- (d) Damage to tires, tubes and wheels caused by blowouts, bruises, cuts and other causes inherent in the use of the Equipment.
- (e) Damage or loss resulting from misuse, abuse, failure to maintain cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of the Equipment.
- (f) Any engine or drive train damage, which results from use of improper fuels, fluids or lubricants.
- (g) Disappearance of the Equipment or theft not documented with the applicable public authorities (such as by police report), with a copy of the same promptly supplied to Quinn, and any other failure of Customer to promptly notify Quinn of any damage or loss; and to cooperate fully with Quinn in supplying all information necessary to document said claim.



17. **INSURANCE.** Customer, at Customer's own expense, shall procure and maintain at all times during the rental period a public liability and property damage policy or policies of insurance issued by companies reasonably satisfactory to Quinn. Such policy or policies shall be for primary coverage, naming Quinn as an additional insured, and shall have limits no less than \$1,000,000 per occurrence. If the "Fire, Theft, Vandalism" coverage is REJECTED in this Agreement, Customer will also provide comprehensive, fire, theft, and additional combined property insurance coverage on the Equipment at Customer's own cost and expense, naming Quinn as additional insured, in an amount no less than the full replacement value of the Equipment. All policies of insurance shall provide that the insurer will not cancel or materially modify the insurance except on thirty (30) days' advanced written notice to Quinn. Customer shall provide to Quinn written evidence of the insurance required hereunder within ten (10) days of the delivery date of the Equipment. All insurance required hereunder shall be primary and all such insurance policies shall provide for a waiver of subrogation against Quinn and its insurer.

18. **RETAKE OF EQUIPMENT.** If for any reason it becomes necessary for Quinn to retake the Equipment, Quinn may retake the Equipment, wherever situated, by process of law or otherwise, without further notice or further legal process. In such event, all of the Customer's rights under this Agreement shall immediately cease and terminate and Customer shall pay Quinn all rentals due, together with all costs and expenses incurred in retaking possession of the Equipment.

19. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, Quinn may, at its sole option and, without notice or demand, exercise any and all of the following remedies:

(a) Termination of this Agreement;

(b) Retake the Equipment;

(c) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies;

(d) Pursue any of the remedies available to Quinn under California law (exercise of any remedy available to Quinn shall not constitute an election of remedies or a waiver of any additional remedies to which Quinn may be entitled).

20. **ACCIDENTS, REPORTING AND INDEMNIFICATION.** Quinn shall not be liable or responsible for any damage to property, environmental liability, or death or injuries to persons suffered or sustained by the use, installation, servicing, operation, and/or handling of the Equipment, no matter how caused or occasioned, nor for any consequential damages, lost profits, expenses, or costs resulting to Customer or any third parties by reason of any delay in delivery, defect or negligence in the performance of any services provided by Quinn in connection with the rental of the Equipment, nonperformance of the Equipment, or acts that create environmental liability, or from any other cause whatsoever, and Customer hereby specifically waives all such claims. Customer assumes all risk of loss, damage, and liability for and in connection with the installation, servicing, or operation of the Equipment during the rental period and Customer agrees to indemnify, defend, and hold Quinn harmless from and against any and all claims, suits, actions, proceedings, losses, liabilities, damages, expenses, and costs including attorney's fees, arising from or in any manner connected with the Equipment.

21. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Quinn to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Quinn's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

22. **JOB INFORMATION.** Customer shall provide Quinn the correct information necessary to file a Preliminary Notice as provided for by California Civil Code Sections 3097 and 3098. Customer also grants Quinn permission to contact owners, prime contractors, financial institutions and any persons necessary to obtain this information.

23. **AIR QUALITY REQUIREMENTS FOR EQUIPMENT.** (a) California Air Resources Board (CARB) Portable Equipment Registration conditions may apply to the Equipment. In signing this Agreement, Customer acknowledges receipt of, and agrees to operate the Equipment in accordance with air quality compliance requirements as stated on the CARB registration. If applicable to the Equipment, a copy of the CARB registration is on file with Quinn and is also located on the Equipment. In accordance with Section 2458(b) of the Portable Equipment Registration Program Regulation Customer agrees to retain a copy of this Agreement onsite with the registered engine and present the Agreement to an air district inspector upon request. Equipment requiring a CARB registration is limited to no more than 12 consecutive months of operation at a single location. Quinn is required by CARB to notify the local air district whenever CARB-registered Equipment is rented for more than 9 months. More stringent operational limitations may be required by the local air district in which the Equipment is operated. In the event an air district permit is required, such permit is the Customer's responsibility. Operation of CARB-registered portable Equipment requires the Customer to maintain the monthly log located on the Equipment, stating the portable Equipment's location, at a minimum, once per month. Customer agrees to provide Quinn a copy of any record-keeping documents and notifications required by such registration upon return of the Equipment. Customer will indemnify and hold Quinn harmless from any and all use of the Equipment in violation of these conditions including any fines, penalties, variances, damages or expenses (including attorneys' fees). Customer shall be responsible for notifying CARB or applicable air district in the event of a registration violation. In the event Customer has been authorized by Quinn to re-rent the Equipment, Customer shall remain subject to all terms and conditions of this Agreement. If Quinn has authorized Customer to re-rent the Equipment, Customer shall ensure that the requirements of this Agreement will be met by the operator of the Equipment. (b) Any off-road diesel mobile vehicles 25 horsepower and greater may not idle more than 5 minutes in accordance with Title 13, Section 2449(d)(3). Idling of a rental vehicle of this type is the responsibility of the Customer, its employees, agents or third party operators.

24. **ENVIRONMENTAL RECOVERY FEE.** Customer acknowledges that the Environmental Recovery Fee imposed by Quinn under this Agreement is not a government imposed or mandated fee. Rather, the Environmental Recovery Fee is intended to help reimburse Quinn for the various costs it incurs in complying with Federal, State and local environmental regulations relating to, among other things, hazardous waste storage and disposal, air quality permitting and compliance, water discharge, water runoff and water quality permitting and compliance and rubber tire disposal.

25. **GOVERNING LAW AND VENUE.** The rights and obligations of the parties with respect to the transactions contemplated by this Agreement shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Agreement shall be in the courts located in the County of Los Angeles, California.

26. **ATTORNEYS' FEES AND COSTS.** In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

27. **ADDITIONAL CONDITIONS.** Customer shall furnish to Quinn, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Quinn and its representatives shall have full and free access to the equipment in order to provide any applicable services. Customer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Customer shall not require Quinn or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Quinn is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Quinn's scope of work. Quinn removed parts become the property of Quinn. Quinn must not perform any electrical power switching unless specifically requested by Customer, under the supervision of Customer, and subject to procedures jointly agreed to in advance. Notwithstanding Customer's request, Quinn may refuse to perform power switching, if in the opinion of Quinn, such action would be unsafe. IN THE EVENT THAT QUINN PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD QUINN HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM QUINN'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM QUINN'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF QUINN. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER QUINN OR CUSTOMER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Quinn, Customer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Customer shall immediately inform Quinn, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Quinn with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Quinn as a result of Customer's failure to advise Quinn shall be borne by Customer. Quinn, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Customer following Quinn's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Quinn's performance of services. Customer shall appoint a representative familiar with the site and the nature of the services to be performed by Quinn to be accessible at all times that Quinn personnel are at the site. Quinn shall not be liable for any expenses incurred by Customer in removing, replacing or refurbishing any Customer equipment or any part of Customer's building structure that restricts Quinn's access. Customer's personnel shall cooperate with and provide all necessary assistance to Quinn. Quinn shall not be liable or responsible for any work performed by Customer.

28. **SPECIAL OPERATOR REQUIREMENTS.** Customer hereby acknowledges that certain equipment rented by Quinn can only lawfully be operated by individuals with special training and licenses. Examples of such equipment include, but are by no means limited to, forklifts, cranes, and on-road vehicles that have a gross vehicle weight rating of over 26,000 pounds. Customer hereby agrees that Customer is solely responsible for determining whether Customer's employees are properly qualified, trained and licensed to operate the Equipment and Customer agrees to defend, indemnify and hold Quinn harmless from any claims, lawsuits or demands of any kind relating to the failure of Customer to have the proper training or licensure to lawfully operate the Equipment.



# POWERSCREEN OF NORTHERN CALIFORNIA

1205 Business Park Drive • Dixon, CA 95620  
Tel: 707-253-1874 • Fax: 707-253-1896  
E-mail: info@powerscreenofcalifornia.com  
www.powerscreenofcalifornia.com



Cust: 35577

Reservation: R0002460D

Date: 05/21/2020

**INYO CO. SOLID WASTE DEP**  
163 MAY STREET  
BISHOP, CA 93514  
(760) 873-5577

Contact Information		Page 1 of 1
Cap Aubrey	PO Number: Pending PO	Salesman: GL
M: (760) 873-5577 W: (none) H: (none)		

Segment ID	Description	Totals
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Transportation and sales tax not included in price, will need certificate of insurance naming Powerscreen as an additional insurer Value \$565,000.00 along with pre-lien information. Will need rental reservation signed, certificate of insurance and pre-lien prior to rental starting. Sales tax @ 7.75% will be \$2,170.00

0001 **EvoQuip - IMPACTOR - COBRA 260R**

Stock Number: 1396  
Serial Number: TRXEQ480COMI36606  
Type: COBRA  
Make/Model: EVP/260R  
Year: 2018  
Job Number:

Contact:  
Location: 108 Sundland  
Bishop, CA 93514  
Out Date: 09/01/2020 08:38am  
Expected Return: 09/30/2020 08:38am  
Actual Return:

Rates:	Monthly	Quantity:	1.00	Rate:	\$28000.00	
	Weekly	Quantity:	0.00	Rate:	\$12000.00	
	Daily	Quantity:	0.00	Rate:	\$0.00	
	Hourly	Quantity:	0.00	Rate:	\$187.00	\$28000.00

Supplementals: Description  
Tonnage (Billing: \$0.00/metered unit) TBD

**Estimated Segment Total: \$28000.00**  
**Deposit Total: \$0.00**

**Estimated Reservation Total: \$28000.00**  
(Plus Applicable Sales Taxes)

**Deposit Total: \$0.00**

Please send lien information and certificate of insurance.  
Thank you for your Business/Wear Cost not included in price  
Maximum of 176 hours allowed per month/Maximum of 40 hours allowed per week  
Customer responsible to notify Air Resource when machines arrive on site

\* All used equipment is sold on an as is basis unless otherwise specified above.  
**THE STANDARD CONDITIONS OF SALE/RENTAL LISTED ON REVERSE SIDE APPLY TO ALL GOODS SOLD.**  
 Customer will take delivery on \_\_\_\_\_ Terms of payment: \_\_\_\_\_  
 I agree to the Terms and Conditions of Sale/Rental. POWERSCREEN OF NORTHERN CALIFORNIA  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Representative: \_\_\_\_\_

PowerScreen of Northern California  
Standard Conditions of Sale

1. These conditions are standard and apply to every order for goods or services accepted or given by the Powerscreen of Northern California, Inc. (the Company), and shall not be varied in any way by any representative or agent of the Company unless such variation is officially confirmed by a Company officer in writing from its head office. Except in cases where it is specifically stated otherwise, tenders or quotations by the company shall be deemed to have been withdrawn after thirty days from the date upon which it was given.
2. Acceptance of a customers order is at all times subject to the Companys satisfaction of the customers credit and ability to make payment for the order. Each person who executes this agreement on behalf of a corporation, partnership, joint venture, unincorporated association, or other entity represents and warrants to each party hereto that he or she has the authority of the shareholders or members of said entity to do so, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist. Further, the individual executing this contract also agrees to personally guaranty all obligations assumed by customer hereunder.
3. If there is any increase in the cost to the Company for materials, labor or other expenses arising in connection with the order contract, between the date of the Contract order and the date of delivery of the goods or supply of services, the Company shall notify the customer of such an increase in writing and shall be entitled to add all such increases to the contract price.
4. It is the duty of the customer to provide the Company with all necessary information to fulfill the order, or to carry out the services and terms of the contract without delay, and if any delay takes place attributable to the customer, the Company may, at its option cancel the order, resend the contract or charge the customer an additional price to cover expenses resulting from the delay. In the case of cancellation the customer shall be liable to the Company for any loss incurred in connection with the order for contract.
5. The Company shall repair any equipment or parts thereof supplied by the Company and which shall be shown to the satisfaction of the Company, to have been defective in workmanship or material provided:
  - (a) That written notice of complaint is received at the Company within seven days of discovery of the defect.
  - (b) The part is returned carriage paid to the Company and shall in the event of replacement, become the property of the Company.
  - (c) That the defect has not been caused by carelessness, improper treatment, inadequate lubrication, neglect of proper adjustment or by any omission to comply with instructions given by the Company. The Company reserves the right to investigate circumstances existing at the customers site with respect to such cause of defect.
  - (d) That not more than six calendar months have elapsed between supply of the defective part and receipt of the written complaint. It shall be understood that in the event of the machine being used on more than one shift, not exceeding 10 hours per day, that the said period of six months shall be proportionately reduced.
  - (e) That no part of equipment has been fitted to the machine, which has not been supplied by the Company, which could be in any way a contributory cause of the defect.
  - (f) That the Company shall not be responsible for the cost of removal of the defective part or the fitting of the new part.
6. The only warranty provided to the customer by the Company shall be those warranties extended by the manufacturer of any equipment provided to customer by the Company pursuant to this contract. The warranty herein set forth is in lieu of and excludes all other conditions, guarantees or warranties, expressed or implied, statutory or otherwise.
7. In no event will the Company be liable for any loss, injury or damage, howsoever arising, except as herein set forth, and shall not in any account be liable for consequential loss or damage howsoever caused or arising from stoppage or breakdown of the machinery or any part thereof and shall not be liable in any other way for the performance of the machinery in operation.
8. If equipment is leased:

INSURANCE: Lessee at its own expense, will provide during the term of this lease, before any equipment covered by this lease is used, such insurance of the type and in an amount satisfactory to Lessor as is necessary to insure Lessor for and against any liability or loss for injury or death to any person or for damage to any property resulting from or arising out of the use, possession, or operation by Lessee of any equipment hereby leased. Lessee will keep the equipment insured at its full insurable value against loss or damage to it resulting from collision, fire, or other casualty. Lessee shall deliver to Lessor policies or certificates of insurance naming Lessor as an insured and an agreement by the insuring company not to cancel such insurance without at least ten-day to Lessor.
9. In the event of the Company being unable to carry out this contract under the warranty herein due to war, strikes, accidents or any other cause beyond the Companys control, the Company may at its option suspend performance or cancel this contract and shall be paid a reasonable price for any work done in the attempt to carry out this contract.
10. While the Company will make every effort to deliver the goods and perform its obligations by the time or date given, it will not accept cancellation or be liable for any loss claimed to have arisen because of delay in delivery. It being understood that times or dates for delivery are business estimates only and not contractual obligations by the Company.
11. The statements of performance concerning output, power capacity or otherwise contained in any drawing, catalogue, specification or other document, shall not be regarded as forming part of any contract entered into with the Company unless such statement is specifically guaranteed in writing by the Company.
12. Payment for the Companys good or services shall be payable at the Companys Head Office in American Canyon, California upon delivery of the goods unless expressly otherwise stated by the Company.
13. The contract price is payable by the customer in accordance with the contract terms, notwithstanding any delay in delivery or performance under the contract, or any adjustment or correction of minor defect which may be required. The Company may suspend performance of any contractual obligation to the customer so long as any account with the customer is outstanding more than 30 days. Interest at 10% per year will be charged on all overdue accounts.
14. The Company will deliver the goods specified on the order on Contract to the customers site. Insurance of the goods after leaving the Companys premises is the responsibility of the customer and the Company shall have no responsibility.
15. In no case will the property title for the goods pass to the customer until payment has been made to the Company in full, including any delivery charges, insurance premiums, or outstanding interest.
16. Insurance and Duties of Less in Case of Accident: Lessee, at Lessees own expense(a) shall keep the equipment insured for (all risk) of physical damage in such amounts as Lessor may require, with carriers acceptable to Lessor.(b) shall maintain a loss payable endorsement in favor of Lessor and (c) shall maintain liability insurance with minimum limits of \$500,000 combined single limits. All such insurance shall name Lessor and Lessee as insured. The policies shall provide that they not be canceled or altered without at least thirty (30) days prior written notice to Lessor.
17. Every accident, no matter how trivial, must be immediately reported to the Lessor, and in any event within 24 hours after the accident. The Lessee must fully cooperate with the insurance company and the Lessor in all matters connected with investigation and prosecution or any defense of any suit. A certificate of insurance will be issued to Lessor as evidence.
18. This Contract is governed in all respects by the laws of the State of California. The prevailing party in any legal action relating to, regarding or arising out of this contract shall be entitled to recover its attorneys fees and costs incurred therein.
19. If any provisions or any part of any provision of this contract is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this contract shall not be affected thereby and shall remain valid and fully enforceable.
20. This contract contains the entire agreement between the parties regarding the matter set forth herein and may not be altered, amended, or modified in any respect, except in writing duly executed by the party to be charged. All prior agreements and understandings, oral agreements, and writing regarding the matter set forth herein are expressly suspended hereby and are of no further force or effect.
21. This contract shall inure to the benefit of each party hereto, their predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and person representatives, past, present, and future.
22. If the Company is not paid in full for the labor, services, equipment, or materials furnished or to be furnished by the Company hereunder, a mechanics lien leading to the loss, through court foreclosure proceedings, of all or part of the property being so improved may be placed against the property even though the owner has paid its contractor in full.



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:**

**SUBJECT:** Inyo County Jail roof re-sealing project.

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**RECOMMENDED ACTION:**

Request Board approve the plans and specifications for the County Jail Roof Resealing Project and authorize the Public Works Director to advertise the project.

**SUMMARY/JUSTIFICATION:**

The Jail roof is in need of resealing in order to prevent leaks and protect the existing roof infrastructure.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Inyo County Jail was constructed in 1992 with a '30 year roof'. The roof is now 28 years old and in need of re-sealing. Two coats of silicone sealant will be applied to extend the life of the roof. Re-sealing the roof will prevent more extensive damage that would require a complete roof replacement.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the bid package and advertising, this is not recommended as preventative sealing of the roof will prevent damage that could eventually result in the need for a costly roof replacement.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This will be paid from Public Works Deferred Maintenance, 011501 object code 5191 Maintenance of Structures.

**ATTACHMENTS:**

1. County Jail Roof Resealing Bid Package

**APPROVALS:**

Jacob Trauscht  
Darcy Ellis  
Jacob Trauscht  
Breanne Nelums

Created/Initiated - 10/5/2020  
Approved - 10/6/2020  
Approved - 10/6/2020  
Approved - 10/6/2020

Michael Errante  
Marshall Rudolph  
Amy Shepherd

Approved - 10/6/2020  
Approved - 10/6/2020  
Final Approval - 10/6/2020

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **INYO COUNTY JAIL ROOF SEALING PROJECT**

Project No. ZP-20-019

**FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED MAY 2020,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED**

SEPTEMBER 2020

**Prepared By: Inyo County Public Works**





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**NOTICE  
INVITING BIDS  
FOR**

**INYO COUNTY JAIL ROOF SEALING PROJECT**  
Independence, CA



COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**INYO COUNTY JAIL ROOF SEALING 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:**

**INYO COUNTY JAIL ROOF SEALING 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 October 28, 2020** 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 is at the Inyo County Jail, located at 550 S Clay St, Independence, CA. The work will include the application of a two-coat high solids elastomeric silicone coating. The work is more particularly described in the Plans and Project Special Provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

**An optional job walk is scheduled for October 21, at 11:30 a.m. at the Inyo County Jail at 550 S Clay St, Independence, CA.**

Technical questions related to project work, site conditions, or other related inquiries should be directed to Jake Trauscht of the Public Works Department at [jtrauscht@inyocounty.us](mailto:jtrauscht@inyocounty.us) (phone: 760-878-0204). The deadline for submission of questions or clarifications shall be **5:00 PM October 23<sup>th</sup>, 2020**. 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 May, 2020, Contract Documents and other applicable law.

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

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

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

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020.

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

County of Inyo  
Department of Public Works



Michael Errante,  
Director

Dated: October, 2020





# **BID PROPOSAL FORMS FOR**

## **INYO COUNTY JAIL ROOF SEALING PROJECT Independence, CA**

### **ENCLOSURES:**

Bid Proposal Form  
Bid Bond  
Cashier's or Certified Check Form  
Designation of Subcontractors  
Certification Regarding Equal Employment Opportunity  
Labor Code Section 3700 Contractor's Labor Code Certification  
Labor Code Section 1725.5 Contractor and Subcontractor Registration  
Public Contract Code Section 7106 (Non-Collusion Affidavit)  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Statement (Section 10232)  
Public Contract Code Section 9204  
Inyo County Ordinance No. 1156 (Contracting Preference)  
Small Business Enterprise Commitment (Construction Contracts)  
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**BID PROPOSAL FORM**

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

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Herein called "Bidder")

FOR: **INYO COUNTY JAIL ROOF SEALING 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 October 28, 2020** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

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

**PROJECT BID AMOUNT :**

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

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

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

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

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May, 2020.

**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.

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)

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**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**INYO COUNTY JAIL ROOF SEALING 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 **INYO COUNTY JAIL ROOF SEALING 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**

**WATER DEPARTMENT ROOF SEALING 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): \_\_\_\_\_

**INYO COUNTY JAIL ROOF SEALING 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)**

**INYO COUNTY JAIL ROOF SEALING 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.)**

**INYO COUNTY JAIL ROOF SEALING 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)

**INYO COUNTY JAIL ROOF SEALING 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**

## **INYO COUNTY JAIL ROOF SEALING 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)**

**INYO COUNTY JAIL ROOF SEALING 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**

**INYO COUNTY JAIL ROOF SEALING PROJECT**

ORDINANCE NO. 1156

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

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

**SECTION 1. PURPOSE AND AUTHORITY**

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

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

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

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

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

**6.06.010 Findings**

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

**6.06.020 Definitions.**

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

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

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

**6.06.030 General Provisions.**

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

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

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

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

**6.06.050 Small Business Subcontracting Preference.**

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

**6.06.060 Limit On Contracting Preferences.**

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

**SECTION 3. SEVERABILITY**

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

**SECTION 4. EFFECTIVE DATE**

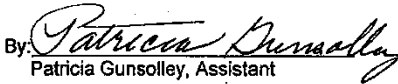
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered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

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

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

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

# SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

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

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: INYO COUNTY JAIL ROOF SEALING PROJECT

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID OPENING DATE October 28th, 2020

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

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

<p style="text-align: center;"><b>For Inyo County to Complete:</b></p> <p>Project Number: <u>ZP-16-058</u></p> <p>Financing Type: _____</p> <p>Contract Award Date: _____</p> <p>Checked by: _____</p> <p>_____</p> <p>Print Name                      Signature                      Date</p>	<p style="text-align: center;">Total Claimed Participation</p> <p style="text-align: right;">\$ _____</p> <p style="text-align: right;">_____ %</p>
	<p>_____ Signature of Bidder</p> <p>_____ Date                      (Area Code) Tel. No.</p> <p>_____ Person to Contact                      (Please Type or Print)</p>

Small Business Enterprise (Rev 5/10)

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

**ALL BIDDERS:**

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

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

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

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

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

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

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

PROJECT: <b>Inyo County Jail Roof Sealing Project</b>					CONTRACT COMPLETION DATE		
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT		
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

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



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

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

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

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

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

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

Enter the total of each column on the form.

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**CONTRACT  
AND  
BOND FORMS  
FOR**

**INYO COUNTY JAIL ROOF SEALING PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

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

\_\_\_\_\_, **CONTRACTOR**

**for the**

**INYO COUNTY JAIL ROOF SEALING 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 the **INYO COUNTY JAIL ROOF SEALING PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **INYO COUNTY JAIL ROOF SEALING PROJECT**

**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: \_\_\_\_\_ 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 May, 2020, 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 May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

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

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

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

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

**10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party



may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

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

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

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

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

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

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

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

**22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

**23. CONTRACT SUBJECT TO MASTER LEASE.** It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor's activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.

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

**25. 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.

**26. 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**

**INYO COUNTY JAIL ROOF SEALING 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**

**INYO COUNTY JAIL ROOF SEALING PROJECT**

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

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

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

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

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

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

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

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

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

---o0o---



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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

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

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

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

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

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE \_\_\_\_\_ INYO COUNTY JAIL ROOF SEALING \_\_\_\_\_ PROJECT**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## Insurance Requirements

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) 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, \$2,000,000 aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below and in the original bid form.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### OTHER INSURANCE PROVISIONS

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

#### Additional Insured Endorsement

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 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). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

#### Waiver of Subrogation

## **Insurance Requirements**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### **Primary Coverage**

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 Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### **Self-Insured Retentions**

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

### **Property Installation Floater**

Inyo County shall retain the option to require Contractor to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment during construction under the agreement. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)**

If any coverage required is written on a claims-made coverage form:

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

## **Insurance Requirements**

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

### **Acceptability of Insurers**

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

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Special Risks or Circumstances**

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

# **SPECIAL PROVISIONS**

**FOR**

**INYO COUNTY JAIL ROOF SEALING PROJECT**

Independence, CA

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

**INYO COUNTY JAIL ROOF SEALING 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.**



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Director of Public Works

10/2/2020

Specifications Approval Date



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**SPECIAL PROVISIONS**  
**INYO COUNTY JAIL ROOF SEALING PROJECT**  
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## **INTRODUCTION / GENERAL:**

The Inyo County Jail Roof Sealing Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May, 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by “SS” following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

## **PROJECT DESCRIPTION**

The work will include the application of a two-coat high solids elastomeric silicone coating on the roof of the Inyo County Jail Building, located at 550 S Clay St, 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 Federal, State, and local laws, codes, and regulations.

An optional job walk is scheduled for October 21 at 11:30 a.m. at the Inyo County Jail building at 550 S Clay St, Independence, CA.

## **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 Contacting Preferences for Local and Small Businesses*, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
  
- 2) 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.

**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 **Twenty (20) 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:

**\$500.00** 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.

# ROOFING SPECIFICATIONS

## PART 1 PART 1 - GENERAL

### 1.01 DESCRIPTION

The work will include the application of a two-coat high solids elastomeric silicone coating.

### 1.02 QUALITY ASSURANCE

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:
  - 1. An updated letter from the primary silicone coating manufacturer they propose to use stating the Contractor has a valid “ Certificate of Eligibility “ and that application done by contractor will qualify for the warranty as required by the specification.
- B. Manufacturer’s Qualifications: Roofing manufacturer shall submit a letter on their letterhead stating that they have manufactured the products they propose to be used for the project for not less than 5 years.
- C. Pre-Roofing Conference: Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it thereafter with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.
- E. Testing and agency requirements:
  - 1. Fire Testing: Material shall be tested for a minimum of Class A fire rating. The system should pass the said tests without any rock, covering or emulsions thus facilitating maintenance and eliminating excess load on the roof. **Assembly shall have Class A fire rating with no slope restriction which means that walls and flashings are also Class A Fire Rated.**

2. Contractor shall obtain all local permits for the application of the roofing system. The contractor prior to the job must obtain necessary permits.

**1.03 WARRANTY**

The material systems manufacturer shall issue a 10-year limited non-depreciating manufacturer’s System Warranty.

**1.04 QUALITY ASSURANCE**

A representative from the coating manufacturer shall inspect the roof after completion to assure that the detail work at the protrusions, drains, parapets and edges has been complete in conformance with good practice. The inspector shall also check the thickness of the coating with an optical comparator.

**1.05 SUBMITTALS**

- A. Pursuant to the provisions of the General Provisions and Section 01300 “Submittals” the Contractor shall submit the following:
  1. Manufacturer’s Literature: Submit two (2) copies of the manufacturer’s data sheets regarding specifications, application information and safety information on each product proposed for use. Submit MSDS to inspector of record for on-site review.

**PART 2 PRODUCTS**

**2.01 HIGH SOLIDS ELASTOMERIC SILICONE COATING**

High Solids Elastomeric Silicone Roof Coating, California Title-24 Cool Roof Compliant. The products considered shall be Ultra-Guard 5700 as manufactured by General Coatings, Inc, or prior approved equal with the following physical properties:

PROPERTIES	TEST METHOD	VALUE
Solids by Volume	D-2697	94% (+/- 2)
Solids by Weight	D-2697	94% (+/- 2)
Flash Point	D-56	142°F
Elongation	D-2370	250%
Tensile Strength	D-2370	300 psi
Wet Adhesion, Galvalume	D-6694	8.0 pli
Tear Resistance	D-624	45 psi
5,000 Hour Accelerated Weathering	D-822	No Cracking or checking
Permeance	D-1653	7.9
Durometer Hardness: Shore A	D-2240	45-55

1. Plasticized acrylics, vinyls, EVA's, terpolymers and PVA coatings shall not be considered.
2. Resistance to accelerated weathering: Fluid applied elastomeric coating shall show no deleterious effects after 5,000 hours of testing.
3. The coating materials shall all be manufactured and warranted by a single manufacturer.
4. Equipment: The equipment for the application of the topcoat material shall be an airless type as recommended by the manufacturer.
5. The two coat system shall consist of a base coat with a contrasting color top coat.
  - a. The top coat is preferred to be a white or off-white color.
6. Coating thickness: The combined total minimum dry mil thickness of the base and top coat shall be 24 mils exclusive of granules.
7. Coating to be installed per manufacturer recommendations.

### **PART 3 EXECUTION**

#### **3.01 EXISTING / GENERAL CONDITIONS**

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper sealant application. Prior to starting work, owner shall be advised of conditions needing correction.

#### **3.02 PROTECTION**

- A. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

#### **3.03 WORKMANSHIP**

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for elastomeric silicone, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".

- B. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly flashed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.
- C. Do not apply any materials before sunrise, or at any time when there are indications of moisture, (rain, mist, dew, frost or snow).
- D. Aesthetic Considerations: It is a requirement for this project that the finished sealant application is aesthetically pleasing in overall appearance to the owner. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including white paint on all the side and end laps. Exercise care in ensuring that the finished application is acceptable to the Owner.

### **3.04 APPLICATION**

- A. High Solids Elastomeric Silicone Roof Coating shall be applied through a high pressure airless spray equipment.
- B. Apply base coat at approximately 1 gallon per square.
- C. Once base coat has cured enough to allow light foot traffic (and not more than 7-10 days), apply contrasting top coat to achieve a combined thickness of 24 mils.
- D. PROTECTION OF THE WORKPLACE: Overspray of the coatings can carry considerable distances and attention should be given to the following:
  - 1. Post warning signs a minimum of 100 feet from the work area.
  - 2. Cover all intake vents near the work area.
  - 3. Minimize or exclude all personnel not directly involved with the spray application.
  - 4. No welding, smoking or open flames.
  - 5. Have CO2 or other dry chemical fire extinguisher available at the jobsite.
  - 6. Provide adequate ventilation.

### **3.05 DEFICIENCY ADJUSTMENTS**

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The manufacturer's warranty cannot be issued until the deficiencies are corrected.

### **3.06 CLEAN UP**

- A. Upon completion of all work covered in this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition

### **3.07 DEBRIS DISPOSAL**

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner assumes no responsibility for the disposal of any material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

### **3.17 PAYMENT**

- A. The contract lump sum price paid for the roof sealing project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the roofing project as shown on the plans, and as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

### **3.18 ADJUSTMENT OF LUMP SUM ITEM**

- A. When the roof sealing project is paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2020 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

### **END OF SPECIAL PROVISIONS**

# PLANS

FOR

**INYO COUNTY JAIL ROOF SEALING PROJECT**

Independence, CA

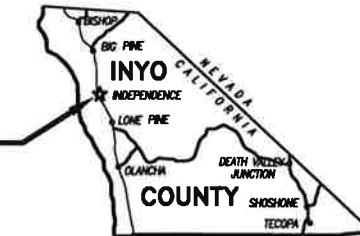
**INDEX OF SHEETS**

- 1. TITLE AND LOCATION MAP
- 2. SITE PLAN



**COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
PLANS FOR THE  
INYO COUNTY JAIL ROOF SEALING PROJECT  
AT  
INYO COUNTY JAIL, INDEPENDENCE, CA**

PROJECT. NO. ZP 20-019



PROJECT LOCATION



PROJECT LOCATION  
(INYO COUNTY JAIL)

**GENERAL NOTES**

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, AND THE MOST RECENT RELEASE OF THE FOLLOWING: THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE INTERNATIONAL BUILDING CODE (IBC), CALIFORNIA BUILDING CODE (CBC), THE UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: INYO COUNTY JAIL  
550 S. CLAY STREET, INDEPENDENCE, CA



*Michael Errante*  
MICHAEL ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

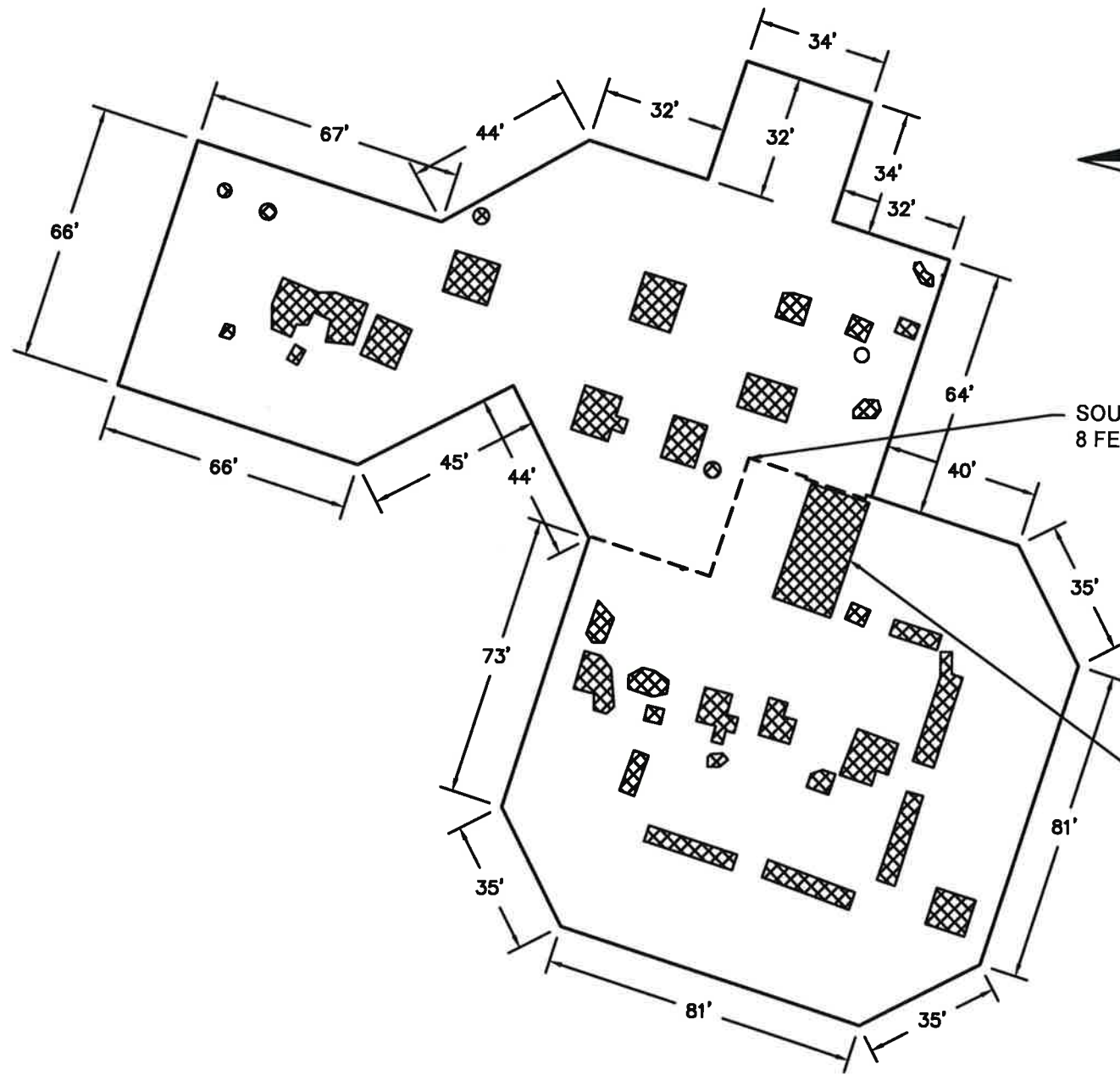
10/5/2020  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>INYO COUNTY JAIL ROOF SEALING PROJECT</b>  INDEPENDENCE, CA	
Drawn by: JST    Date: SEP. 2020	Checked By: MA    Date: DEC. 2018	Date: SEPTEMBER 2020	Drawing Name: TITLE SHEET    SHEET 1 OF 2

S:\OPEN PROJECTS\2-Division\Michael Errante\Inyo Roof - ZP-20-019\InyoRoof.dwg



NET AREA TO BE COATED APPROXIMATELY 29,000 FT<sup>2</sup>



SOUTHERN PORTION OF ROOF IS APPROXIMATELY 8 FEET ABOVE NORTHERN PORTION (BUILT-IN LADDER FOR ACCESS)

HATCHED AREAS REPRESENT THE APPROXIMATE LOCATION OF HVAC AND MECHANICAL COMPONENTS NOT TO BE SEALED.

**INYO COUNTY JAIL BUILDING**  
SCALE: 1"=40'



*[Signature]*  
MICHAEL ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

10/5/2020  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY JAIL ROOF SEALING PROJECT INDEPENDENCE, CA	
Drawn by: JST Date: SEP. 2020	Checked By: ME Date: OCT. 2020	Date: SEPTEMBER 2020	Drawing Name: SITE PLAN SHEET 2 OF 2

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# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Debbe Ditmar

**SUBJECT:** Approve Amendment No. 1 between the County of Inyo and Hunt Propane for the addition of one Scope of Work service location in Lone Pine.

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Hunt Propane of Bishop, CA to add an additional service location to the current contracted Scope of Work, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On or around September 22, 2020, HHS purchased the building located at 310 and 312 N. Jackson Avenue in Lone Pine. Previously, HHS rented half of the building for the Lone Pine Wellness Center for which the other half will now become Lone Pine Social Services for HHS and Probation. Propane delivery services need to be added to the remainder of our current contract ending June 30, 2022. HHS will be vacating the previous location in Lone Pine at a later date, which will allow a direct transfer of costs and eliminating an increase of the current not to-exceed amount of \$41,330.40.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On October 17, 2019 your Board approved the contract between the County of Inyo and Hunt Propane for the period of October 1, 2019 through June 30, 2022 for propane service and delivery for designated County facilities including 380 N. Mt. Whitney in Lone Pine previously the offices for HHS Social Services and Probation.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative to the above recommendation is for your Board to not approve this contract amendment which would then force us to continue having Eastern Sierra Propane service this location at an presumably higher price per gallon than our current contracted vendor. This is not recommended, as we are very pleased with our current propane provider Hunt Propane and their outstanding service and continuous communication as well as the organized fiscal ease having all County locations paid from one contract.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

Current funding Building & Maintenance 011100 Professional Services 5265  
No changes in funding at this time.

**ATTACHMENTS:**

1. Contract Amendment 1
2. Hunt Propane Contract

**APPROVALS:**

Debbe Ditmar	Created/Initiated - 10/1/2020
Darcy Ellis	Approved - 10/2/2020
Debbe Ditmar	Approved - 10/2/2020
Breanne Nelums	Approved - 10/5/2020
Michael Errante	Approved - 10/5/2020
Grace Chuchla	Approved - 10/5/2020
Amy Shepherd	Approved - 10/6/2020
Michael Errante	Final Approval - 10/6/2020

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Hunt Propane of Bishop, CA**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Hunt Propane, of Bishop, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated September 10, 2019, on County of Inyo Standard  
Contract No. 116, for the term from October 1, 2019 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

Attachment A Scope of Work ( page 3 ) will now have an additional service location as written below and attached as  
Attachment A, Amendment No.1 Scope of Work.

Location No. 30	Approx. 4000 gallons per year	Social Services/Probation 310-312 N. Jackson Ave. Lone Pine, CA	250 Gallon Tank
-----------------	-------------------------------	---	-----------------

The effective date of this Amendment to the Agreement is October 1, 2020.

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

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Hunt Propane of Bishop, California**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

Attachment A  
Amendment No. 1

**COUNTY OWNED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
1	25000	Courthouse/ Annex Tanks 168 N. Edwards Street Independence, CA	(2) 1150 Gallon
2	2900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	500 Gallon
3	800	Search & Rescue 475 Airport Road Bishop Airport	500 Gallon
4	1000	Millpond Shop Sawmill Road Bishop, CA	250 Gallon
5	25000	Jail Facility 550 S. Clay Street Independence, CA	(4) 1000 Gallon
6	500	Big Pine Care Center Pump House County Road Big Pine, CA	1150 Gallon
7	3000	Bishop Library 208 Academy Street Bishop, CA	500 Gallon

Attachment A  
Amendment No. 1

**VENDOR SUPPLIED TANKS**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>TANK SIZE</b>
8	2500	Independence Legion Hall 205 S. Edwards Street Independence, CA	250 Gallon
9	15000	Juvenile Detention Facility 201 Mazourka Street Independence, CA	1000 Gallon
10	1100	Building & Maintenance Shop 190 Jackson Street Independence, CA	250 Gallon
11	200	Big Pine Transfer Station Transfer Station Road Big Pine, CA	500 Gallon
12	2500	District 3 Road Yard 750 S. Clay Street Independence, CA	288 Gallon 1000 Gallon
13	4000	Statham Hall-LP Senior 138 N. Jackson Street Lone Pine, CA	1000 Gallon
14	1500	Diaz Lake Shop Hwy 395 Lone Pine, CA	288 Gallon
15	Total Airport Usage 4000	Bishop Airport Airport Road Bishop, CA For a total of 2 tanks a. Pump House b. Terminal Bldg, & Restaurant (2 meters)	172 Gallon 150 Gallon
16	1000	Bishop Senior Center 506 Park Avenue Bishop, CA	288 Gallon
17	1000	Agriculture Building 218 Wye Road Bishop, CA	500 Gallon
18	1000	Bishop Road Shop 701 S. Main Street Bishop, CA	500 Gallon

Attachment A  
Amendment No. 1

**VENDOR SUPPLIED TANKS (cont'd)**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>TANK SIZE</b>
19	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	320 Gallon
20	2500	Bishop Landfill Sunland Res Road Bishop, CA	500 Gallon
21	2400	Big Pine Town Hall 150 Dewey Street Big Pine, CA	500 Gallon
22	900	Animal Shelter 2573 County Road Big Pine, CA	500 Gallon
23	285	Big Pine Road Yard 150 Dewey Street Big Pine, CA	172 Gallon
24	1000	Lone Pine Landfill Substation Road Lone Pine, CA	150 Gallon
25	600	Bishop Probation 912-914 N. Main Street Bishop, CA	500 Gallon
26	1200	Bishop Wellness Center 586 Central Street Bishop, CA	250 Gallon
27	3500	Progress House 536 N. Second Street Bishop, CA	288 Gallon
28	4000	Lone Pine HHS 380 Mt. Whitney Lone Pine, CA	250 Gallon
29	850	Lone Pine/ Death Valley Airport 1452 S. Main Street Lone Pine, CA	172 Gallon
30	4000	Social Services/Probation 310-312 N. Jackson Ave. Lone Pine, CA	250 Gallon



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of September 2019 an order was duly made and entered as follows:

*Public Works –  
Hunt Propane  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of Liquefied Propane Gas for designated County facilities in an amount not to exceed \$608,190 for the period of October 1, 2019 through June 30, 2022, contingent upon available funding and the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 10th  
Day of SEPTEMBER, 2019

<b>Routing</b>
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: September 24, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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



# County of Inyo



#14

## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** September 10, 2019

**FROM:** Debbe Ditmar

**RE:**

Award contract for Liquefied Propane Services for designated County facilities to Hunt Propane of Bishop, CA for the period of October 1, 2019 through June 30, 2022

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of Liquefied Propane Gas for designated County facilities in an amount not to exceed \$608,190 for the period of October 1, 2019 through June 30, 2022, contingent upon available funding and the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On August 7, 2019 bids were received to supply liquefied propane to designated County facilities which includes appliance service and maintenance, fuel supply and delivery, tank installation and removal. These bids were based on an estimated yearly usage total per facility.

Three (3) companies submitted bids:

Hunt Propane of Bishop, CA \$.40 per gallon

AmeriGas of Bishop, CA \$.445 per gallon

Eastern Sierra Propane of Bishop, CA \$.586 per gallon

The contract total is the fixed bid price added to a higher estimated base rack price to reflect the propane price fluctuation each month, as reported in the Propane Weekly Newsletter-Targa San Francisco. Hunt Propane came in as the lowest bid price per gallon therefore, the Public Works Department recommends your Board award the bid for Propane Services to Hunt Propane of Bishop, CA,

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative to the above recommendation is for your Board to not approve this contract and discontinue providing propane to our facilities at the lower contract price. This is not recommended as most of our County facilities rely on propane to heat their interior spaces. At the lower contract price, this contract is in the best interest of the County for our propane supply needs.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel for approval of the contract.

The Auditor's Office for processing of payments.

Risk Management for insurance requirements.

Public Works Building and Maintenance for accounts payable and contract oversight.

**FINANCING:**

This will be a budgeted General Fund expenditure through Maintenance-Building and Grounds budget 011100 object code 5351 Utilities, and has been included in the FY 19/20 budget.

**ATTACHMENTS:**

1. Hunt Propane Contract

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HUNT PROPANE  
**FOR THE PROVISION OF** LIQUIFIED PROPANE **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the LIQUIFIED PROPANE services of HUNT PROPANE of BISHOP, 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 MICHAEL ERRANTE, whose title is: DIRECTOR OF PUBLIC WORKS. 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 OCTOBER 1, 2019 to JUNE 30, 2022 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 \$608,190 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>PUBLIC WORKS DEPARTMENT</u>	Department
<u>PO DRAWER Q</u>	Street
<u>INDEPENDENCE, CALIFORNIA 93526</u>	City and State

Contractor:	
<u>HUNT PROPANE</u>	Name
<u>375 A JOE SMITH ROAD</u>	Street
<u>BISHOP, CALIFORNIA 93514</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 HUNT PROPANE

FOR THE PROVISION OF LIQUIFIED PROPANE SERVICES SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 1st DAY OF October, 2019.

COUNTY OF INYO

CONTRACTOR

By:   
Signature  
Rick Pucci  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name


Dated: 10-1-19

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel  


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

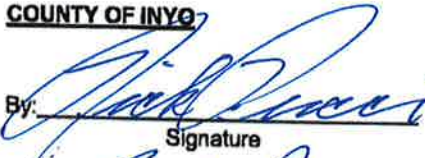
  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HUNT PROPANE  
**FOR THE PROVISION OF** LIQUIFIED PROPANE SERVICES **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

By:   
Signature  
Rick Pucci  
Print or Type Name

Dated: 10-1-2019

**CONTRACTOR**

By:   
Signature  
JOSHUA HUNT  
Print or Type Name

Dated: 9/26/19

**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** HUNT PROPANE

**FOR THE PROVISION OF** LIQUIFIED PROPANE SERVICES **SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019 **TO:** JUNE 30, 2022

**SCOPE OF WORK:**

SELLER SHALL SUPPLY LIQUIFIED PROPANE GAS AS NEEDED AT THE LOCATIONS LISTED IN THE FOLLOWING PAGES.

**COUNTY OWNED TANKS**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>TANK SIZE</b>
1	25000	Courthouse/ Annex Tanks 168 N. Edwards Street Independence, CA	(2) 1150 Gallon
2	2900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	500 Gallon
3	800	Search & Rescue 475 Airport Road Bishop Airport	500 Gallon
4	1000	Millpond Shop Sawmill Road Bishop, CA	250 Gallon
5	25000	Jail Facility 550 S. Clay Street Independence, CA	(4) 1000 Gallon
6	500	Big Pine Care Center Pump House County Road Big Pine, CA	1150 Gallon
7	3000	Bishop Library 208 Academy Street Bishop, CA	500 Gallon

**VENDOR OWNED TANKS**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>TANK SIZE</b>
8	2500	Independence Legion Hall 205 S. Edwards Street Independence, CA	250 Gallon
9	15000	Juvenile Detention Facility 201 Mazourka Street Independence, CA	1000 Gallon
10	1100	Building & Maintenance Shop 190 Jackson Street Independence, CA	250 Gallon
11	200	Big Pine Transfer Station Transfer Station Road Big Pine, CA	500 Gallon
12	2500	District 3 Road Yard 750 S. Clay Street Independence, CA	288 Gallon 1000 Gallon
13	4000	Statham Hall-LP Senior 138 N. Jackson Street Lone Pine, CA	1000 Gallon
14	1500	Diaz Lake Shop Hwy 395 Lone Pine, CA	288 Gallon
15	Total Airport Usage 4000	Bishop Airport Airport Road Bishop, CA For a total of 2 tanks a. Pump House b. Terminal Bldg, & Restaurant (2 meters)	172 Gallon 150 Gallon
16	1000	Bishop Senior Center 506 Park Avenue Bishop, CA	288 Gallon
17	1000	Agriculture Building 218 Wye Road Bishop, CA	500 Gallon
18	1000	Bishop Road Shop 701 S. Main Street Bishop, CA	500 Gallon

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>TANK SIZE</b>
19	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	320 Gallon
20	2500	Bishop Landfill Sunland Res Road Bishop, CA	500 Gallon
21	2400	Big Pine Town Hall 150 Dewey Street Big Pine, CA	500 Gallon
22	900	Animal Shelter 2573 County Road Big Pine, CA	500 Gallon
23	285	Big Pine Road Yard 150 Dewey Street Big Pine, CA	172 Gallon
24	1000	Lone Pine Landfill Substation Road Lone Pine, CA	150 Gallon
25	600	Bishop Probation 912-914 N. Main Street Bishop, CA	500 Gallon
26	1200	Bishop Wellness Center 586 Central Street Bishop, CA	250 Gallon
27	3500	Progress House 536 N. Second Street Bishop, CA	288 Gallon
28	4000	Lone Pine HHS 380 Mt. Whitney Lone Pine, CA	250 Gallon
29	850	Lone Pine/ Death Valley Airport 1452 S. Main Street Lone Pine, CA	172 Gallon

**ATTACHMENT A**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HUNT PROPANE  
**FOR THE PROVISION OF** LIQUIFIED PROPANE SERVICES **SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019 **TO:** JUNE 30, 2022

**SCHEDULE OF FEES:**

SELLER SHALL SELL LIQUIFIED PROPANE GAS AT THE LOCATIONS LISTED IN ATTACHMENT A: *SCOPE OF WORK*, AT THE CONTRACT PRICE PER GALLON, WHICH IS DEFINED IN SECTION 11: *PRICING DEFINITIONS* AS THE SUM OF:

- A) THE BASE PRICE - TO BE DETERMINED WEEKLY BY THE SAN FRANCISCO TARGA INDEX PRICE, PUBLISHED IN THE WEEKLY PROPANE NEWSLETTER
- B) THE BID PRICE - \$0.40

APPLICABLE TAXES AND FEES SHALL BE ADDED TO THE SUBTOTAL PRICE.

OTHER COSTS ASSOCIATED WITH THIS CONTRACT ARE SHOWN IN THE ATTACHED BID PACKAGE SECTION 12: OTHER CONTRACT COSTS.



12. OTHER CONTRACT COSTS

- a) Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section 13 at the following rates:

Servicing of County owned appliances: \$ 80.<sup>00</sup> (Labor only/per hour);

Servicing of County rental appliances: \$ 80.<sup>00</sup> (Labor only/per hour);

Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

- b) Tank installation/removal \$ 0 per tank.

Tank rental \$ 0 per tank/ per month

- c) Providing BPN Weekly Propane Newsletter for price per gallon rate \$ 0 per year.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HUNT PROPANE

**FOR THE PROVISION OF** LIQUIFIED PROPANE SERVICES **SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019

**TO:** JUNE 30, 2022

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary 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 Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect 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 Contractor to purchase coverage with a lower deductible or retention or 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.

***Verification of Coverage***

Contractor 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 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.

***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.

**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Liquefied Propane Gas

Bid Opening Date: 8/16/19 Location: County Admin Center

BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1. Eastern Sierra Propane	<del>\$142,864.56</del> <sup>*</sup>	\$64,597.71				
2. Amenigas	\$49,054.56					
3. Hunt Propane	<del>\$60,080.00</del> <sup>**</sup>	\$44,004.00				
4.						
5.						
6.						
7.						
8.						
9.						
0						

Opened By: Darcy Ellis

Present: Ashley Helms

Debbe Ditmar



\* used "contract price" instead of "bid price".  
 \*\* calculation error



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Debbe Ditmar

**SUBJECT:** Approve Amendment No. 1 to the contract between County of Inyo and Pestmaster Services, Inc of Reno, NV increasing the total not-to-exceed amount by \$1005.20 for the remainder of the contract.

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Pestmaster Services, Inc. of Reno, NV, making changes to the current schedule of fees location list and increasing the contract to an amount not to exceed \$42,335.60, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

After one year of preventative pest control services, the location list was re-evaluated for any issues or discrepancies. A contract amendment is needed and comes before you for approval for one of the following reasons: The addition of new locations that were previously missed, a department location has moved, a change of service frequency from quarterly to monthly is necessary to stay in compliance with State mandate, or a location name clarification was needed. We also determined that we could comfortably remove specific buildings from the service contract due to either minimal staff presence or buildings not occupied by any staff or open to the public for which we felt those locations could be easily monitored and controlled by our building and maintenance staff as requested via a department work order, rather than adding to the cost of a professional service.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On September 17, 2019 your Board approved the contract between the County of Inyo and Pestmaster Services, Inc. *Insect and Pest Control for Designated County Facilities* for the period of October 1, 2019 through June 30, 2022.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative to the above recommendation is for your Board to not approve this contract amendment which would exclude County locations from preventative pest control services and for which the County would be paying for services that could be controlled in-house. This is not recommended as we have determined these changes are in the best interest of the County as well as being a more cost effective option.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

Current funding Building and Maintenance 011100 Professional Services 5265

**ATTACHMENTS:**

1. Pestmaster Contract Amendment 1
2. Pestmaster Contract

**APPROVALS:**

Debbe Ditmar	Created/Initiated - 10/1/2020
Darcy Ellis	Approved - 10/1/2020
Debbe Ditmar	Approved - 10/1/2020
Breanne Nelums	Approved - 10/1/2020
Michael Errante	Approved - 10/1/2020
Marshall Rudolph	Approved - 10/1/2020
Amy Shepherd	Approved - 10/5/2020
Michael Errante	Final Approval - 10/5/2020

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Pestmaster Services, Inc  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Pestmaster Services, Inc. of Reno, Nevada  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated September 17, 2019, on County of Inyo Standard  
Contract No. 116, for the term from October 1, 2019 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

1) Standard Contract No. 116 Section 3. Consideration Subsection D. Limit upon amount payable under Agreement shall now  
read:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall  
not exceed \$42,335.60 Dollars (hereinafter referred to as "contract limit").

2) Attachment B, Schedule of fees shall reflect the following changes or clarifications:

Remove the following locations:

Tecopa Community Center  
Hangar A at Bishop Airport  
Building 7 at Bishop Airport  
Independence Legion Hall  
Lone Pine HHS at 380 Mt. Whitney

Add the following locations:

Bishop Airport Annex Building  
HHS Social Services/ Probation at 918 -920 Main Street Bishop  
Inyo County Jail kitchen (only) as monthly service.  
Lone Pine HHS/Probation 312 N. Jackson Ave  
Lone Pine Wellness Center 310 N. Jackson Ave.

Specify Jail & Jail Admin. (only) interior and exterior service will remain quarterly  
service. Clarify Bishop Airport Terminal as a current service location.

The effective date of this Amendment to the Agreement is October 1, 2020.

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



**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Pestmaster Services, Inc**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

Attachment B-Amendment No. 1

INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR THE PERIOD OF October 1, 2019 – JUNE 30, 2022

<u>LOCATION:</u>	<u>MONTHLY \$ AMOUNT</u>	<u>ANNUAL \$ AMOUNT</u>
A. Progress House 536 N. Second Street Bishop, CA 93514	56.07 MO	672.84 YR
B. Bishop Senior Center 506 Park Street Bishop, CA 93514	62.91 MO	754.92 YR
C. Bishop Wellness Center 586 Central Street Bishop, CA 93514	16.41 MO	196.92 YR
D. Statham Hall 138 N. Jackson Street Lone Pine, CA 93545	88.35 MO	1,060.20 YR
E. Inyo County Jail Kitchen (Only) * 550 South Clay Street Independence, CA 93526	29.95 MO	359.40 YR
<u>LOCATION:</u>	<u>QUARTERLY \$ AMOUNT</u>	<u>ANNUAL \$ AMOUNT</u>
F. Search & Rescue 85 Airport Rd Bishop, CA 93514	77.96 QTR	311.84 YR
G. Eastern Sierra Regional Airport * Annex Building 703 Airport Road Bishop, CA 93514	47.19 QTR	188.76 YR
H. Eastern Sierra Regional Airport * Terminal Building 703 Airport Road Bishop, CA 93514	16.41 QTR	65.64 YR
I. HHS/Veterans/Env/Farm/Ag 207 W. South Street Bishop, CA 93514	201.05 QTR	804.20 YR
J. HHS Social Services/Probation * 918-920 Main Street Bishop, CA 93514	188.18 QTR	752.72 YR
K. CPS/Behavioral Health/Public Guardian 162 Grove Street Bishop, CA 93514	116.10 QTR	464.40 YR
L. Bishop Administration 163 May Street Bishop, CA 93514	69.61 QTR	278.44 YR
M. Bishop Sheriff Substation 301 W Line Street Bishop, CA 93514	41.03 QTR	164.12 YR

Attachment B-Amendment No. 1

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR THE PERIOD OF October 1, 2019 – JUNE 30, 2022**

N. Women Infant & Children (WIC) 568 West Line St. Bishop, CA 93514	<u>83.85</u> QTR	<u>355.40</u> YR
O. Child Support/District Attorney 162 E. Line Street Bishop, CA 93514	<u>164.12</u> QTR	<u>656.48</u> YR
P. Big Pine Town Hall 150 Dewey Street Big Pine, CA 93513	<u>116.69</u> QTR	<u>466.76</u> YR
Q. Main Courthouse 168 N. Edwards Street Independence, CA 93526	<u>255.27</u> QTR	<u>1,021.08</u> YR
R. Annex Building (South of Courthouse) 168 N Edwards Street Independence, CA 93526	<u>203.43</u> QTR	<u>813.72</u> YR
S. Administration Building 224 N. Edwards Street Independence, CA 93526	<u>108.26</u> QTR	<u>433.04</u> YR
T. HHS Fiscal 155 Market Street Independence, CA 93526	<u>87.91</u> QTR	<u>351.64</u> YR
U. Eastern Sierra Museum 155 N. Grant Street Independence, CA 93526	<u>65.65</u> QTR	<u>262.60</u> YR
V. Road Shop 750 S. Clay Street Independence, CA 93526	<u>45.14</u> QTR	<u>180.56</u> YR
W. Inyo County Jail 550 S. Clay Street Independence, CA 93526 <u>Interior &amp; Exterior</u>	<u>492.30</u> QTR	<u>1,969.20</u> YR
X. Independence Juvenile Facility 201 Mazourka Canyon Road Independence, CA 93526	<u>225.67</u> QTR	<u>902.68</u> YR
Y. Water Department 135 Jackson Street Independence, CA 93526	<u>116.61</u> QTR	<u>466.44</u> YR
Z. Lone Pine HHS/Probation/Wellness * 310-312 N. Jackson Lone Pine, CA 93545	<u>41.96</u> QTR	<u>167.84</u> YR
AA. Lone Pine Sheriff Substation 726 N. Main Street Lone Pine, CA 93545	<u>39.39</u> QTR	<u>157.56</u> YR

**Grand Total for One Year (12 Months)  
Insect/Pest Control Services**

**\$14,279.40\***

\* Asterisk identifies change from original Attachment B , Schedule of Fees received.

Original Annual Total: \$13,776.80

Amended Annual Total: \$14,279.40

**Difference: \$502.60 increase in cost per year.**

**Increase the not to exceed by \$1,005.20**

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of September 2019 an order was duly made and entered as follows:

*Public Works –  
Pestmaster  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve the contract between the County of Inyo and Pestmaster Services of Reno, NV for the provision of Insect and Pest Control Services for the period of October 1, 2019 through June 30, 2022 in the amount not to exceed \$41,330.40, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Chairperson Pucci absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: October 1, 2019

WITNESS my hand and the seal of said Board this 17th  
Day of SEPTEMBER, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

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



# County of Inyo



#19

## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** September 17, 2019

**FROM:** Debbe Ditmar

**SUBJECT:** Award contract for Insect and Pest Control Services to Pestmaster, Inc. of Reno, NV for the period of October 1, 2019 through June 30, 2022.

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Pestmaster Services of Reno, NV for the provision of Insect and Pest Control Services for the period of October 1, 2019 through June 30, 2022 in the amount not to exceed \$41,330.40, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On August 7, 2019 bids were received for insect and pest control services to designated County facilities.

Two (2) companies submitted bids:  
Owens Valley Pest of Bishop, CA at \$22,200.00 per year.  
Pestmaster Services Inc. of Reno, NV at \$13,776.80 per year.

Pestmaster Services, Inc. came in as the lowest bidder, therefore the Public Works Department recommends your Board award the bid for Insect and Pest Control Services to Pestmaster Services, Inc. of Reno, NV.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The alternative to the above recommendation is for your Board to not approve this contract and discontinue providing insect and pest control services to our facilities at the lower contracted price. This is not recommended as we have several County facilities with kitchens and insect and pest control is a much needed service in the area for which we work.

**OTHER AGENCY INVOLVEMENT:**

County Counsel for the approval of the contract.  
Auditor's Office for processing of payments.  
Risk Management for insurance requirements.  
Public Works Building and Maintenance for accounts payable and contract oversight.

Exhibit 1

AGREEMENT BETWEEN COUNTY OF INYO

AND Pestmaster Services, Inc.  
FOR THE PROVISION OF INSECT AND PEST CONTROL SERVICES SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the INSECT AND PEST CONTROL services of PESTMASTER SERVICES, INC. of RENO, NEVADA (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 Chris Cash, whose title is: Deputy Director of Public Works. 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 OCTOBER 1, 2019 to JUNE 30, 2022 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 \$41,330.40 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	
_____	Department
PUBLIC WORKS	
_____	Street
168 N. EDWARDS	
_____	City and State
INDEPENDENCE, CALIFORNIA 93526	

Contractor:	
_____	Name
PESTMASTER SERVICES, INC.	
_____	Street
9716 S. VIRGINIA STREET SUITE E	
_____	City and State
RENO, NEVADA 89511	

**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** PESTMASTER SERVICES, INC.

**FOR THE PROVISION OF** INSECT AND PEST CONTROL SERVICES **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 1st DAY OF October, 2019.

**COUNTY OF INYO**

**CONTRACTOR**

By:   
Signature

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

Rick Pucci  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: 10-1-19

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** PESTMASTER SERVICES, INC.  
**FOR THE PROVISION OF** INSECT AND PEST CONTROL SERVICES **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

JASON S. VIRDEN  
\_\_\_\_\_  
Print or Type Name

Dated: 9/24/19

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** PESTMASTER SERVICES, INC.  
**FOR THE PROVISION OF** INSECT AND PEST CONTROL SERVICES **SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019      **TO:** JUNE 30, 2022

**SCOPE OF WORK:**

COMPANY SHALL PROVIDE PREVENTATIVE INSECT AND COCKROACH TREATMENT, AS DEFINED BELOW, AT DESIGNATED COUNTY FACILITIES AS LISTED IN THE SCHEDULE OF FEES.

- A. Preventative Insect Treatment: Spraying of insecticide along interior and exterior perimeter for ants, spiders, and other insects and pests.
- B. Cockroach Treatment: Placement of traps in all bathrooms, behind doors, and stairwells.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** PESTMASTER SERVICES, INC.

**FOR THE PROVISION OF** INSECT AND PEST CONTROL SERVICES **SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019 **TO:** JUNE 30, 2022

**SCHEDULE OF FEES:**

SELLER SHALL PROVIDE SERVICES AT THE COST AS SHOWN IN THE ATTACHED BID PROPOSAL FORM WITH SERVICES PERFORMED MONTHLY, AND QUARTERLY WITH AN ESTIMATED YEARLY TOTAL OF \$13,776.80 AND NOT TO EXCEED AMOUNT OF \$41,330.40 DURING THE TERM OF THE CONTRACT OCTOBER 1, 2019 THROUGH JUNE 30, 2022.

**BID PROPOSAL FORM**

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR THE PERIOD OF October 1, 2019 – JUNE 30, 2022**

**THE UNDERSIGNED SUBMITS THE FOLLOWING AMOUNTS AS A BID FOR THE ABOVE DESCRIBED COUNTY WORK:**

<b>LOCATION:</b>	<b>MONTHLY TOTAL \$ AMOUNT</b>	<b>YEAR TOTAL \$ AMOUNT</b>
<b>A. Progress House</b> 536 N. Second Street Bishop, CA 93514	<u>\$56.07</u> MO	<u>\$672.84</u> YR
<b>B. Bishop Senior Center</b> 506 Park Street Bishop, CA 93514	<u>\$62.91</u> MO	<u>\$754.92</u> YR
<b>C. Bishop Wellness Center</b> 586 Central Street Bishop, CA 93514	<u>\$16.41</u> MO	<u>\$196.92</u> YR
<b>D. Statham Hall</b> 138 N. Jackson Street Lone Pine, CA 93545	<u>\$88.35</u> MO	<u>\$1,060.20</u> YR
<b>E. Tecopa Community Center</b> Hwy 127 Tecopa CA, 92389	<u>\$15.59</u> MO	<u>\$187.08</u> YR
<b>LOCATION:</b>	<b>QUARTERLY TOTAL \$ AMOUNT</b>	<b>YEAR TOTAL \$ AMOUNT</b>
<b>F. Search &amp; Rescue</b> 85 Airport Rd Bishop, CA 93514	<u>\$77.96</u> QTR	<u>\$311.84</u> YR
<b>G. Eastern Sierra Regional Airport</b> Hangar A 703 Airport Road Bishop, CA 93514	<u>\$47.19</u> QTR	<u>\$188.76</u> YR
<b>Eastern Sierra Regional Airport</b> Building 7 703 Airport Road Bishop, CA 93514	<u>\$85.06</u> QTR	<u>\$340.24</u> YR



<b>H. HHS/Veterans/Env/Farm/Ag</b> 207 W. South Street Bishop, CA 93514	<u>\$201.05</u> QTR	<u>\$804.20</u> YR
<b>I. CPS/Behavioral Health/Public Guardian</b> 162 Grove Street Bishop, CA 93514	<u>\$116.10</u> QTR	<u>\$464.40</u> YR
<b>J. Bishop Administration</b> 163 May Street Bishop, CA 93514	<u>\$69.61</u> QTR	<u>\$278.44</u> YR
<b>K. Bishop Sheriff Substation</b> 301 W Line Street Bishop, CA 93514	<u>\$41.03</u> QTR	<u>\$164.12</u> YR
<b>L. WIC</b> 568 West Line St. Bishop, CA 93514	<u>\$83.85</u> QTR	<u>\$335.40</u> YR
<b>M. Child Support/District Attorney</b> 162 E. Line Street Bishop, CA 93514	<u>\$164.12</u> QTR	<u>\$656.48</u> YR
<b>N. Big Pine Town Hall</b> 150 Dewey Street Big Pine, CA 93513	<u>\$116.69</u> QTR	<u>\$466.76</u> YR
<b>O. Main Courthouse</b> 168 N. Edwards Street Independence, CA 93526	<u>\$255.27</u> QTR	<u>\$1,021.08</u> YR
<b>P. Annex Building (South of Courthouse)</b> 168 N Edwards Street Independence, CA 93526	<u>\$203.43</u> QTR	<u>\$813.72</u> YR
<b>Q. Administration Building</b> 224 N. Edwards Street Independence, CA 93526	<u>\$108.26</u> QTR	<u>\$433.04</u> YR
<b>R. HHS Fiscal</b> 155 Market Street Independence, CA 93526	<u>\$87.91</u> QTR	<u>\$351.64</u> YR
<b>S. Eastern Sierra Museum</b> 155 N. Grant Street Independence, CA 93526	<u>\$65.65</u> QTR	<u>\$262.60</u> YR
<b>T. Legion Hall</b> 205 S. Edwards Street Independence, CA 93526	<u>\$41.96</u> QTR	<u>\$167.84</u> YR

U. Road Shop 750 S. Clay Street Independence, CA 93526	<u>\$45.14 QTR</u>	<u>\$180.56 YR</u>
V. Inyo County Jail 550 S. Clay Street Independence, CA 93526 Interior & Exterior	<u>\$492.30 QTR</u>	<u>\$1,969.20 YR</u>
W. Independence Juvenile Facility 201 Mazourka Canyon Road Independence, CA 93526	<u>\$225.67 QTR</u>	<u>\$902.68 YR</u>
X. Water Department 135 Jackson Street Independence, CA 93526	<u>\$116.61 QTR</u>	<u>\$466.44 YR</u>
Y. Lone Pine HHS 380 N. Mt. Whitney Drive Lone Pine, CA 93545	<u>\$41.96 QTR</u>	<u>\$167.84 YR</u>
Z. Lone Pine Sheriff Substation 726 N. Main Street Lone Pine, CA 93545	<u>\$39.39 QTR</u>	<u>\$157.56 YR</u>

Total for One Year (12 Months)  
Insect/Pest Control Services

\$13,776.80  
**GRAND TOTAL ONE YEAR**

Bidder's Name: Pestmaster Services, Inc.


Bidder's Mailing Address: 9716 S Virginia St., Ste. E

Reno, NV 89511

Signature of Representative: 

Telephone: 775-858-7378 Email: contracts@pestmaster.com



This bid was received on Aug. 7  
20 19 11:19 a.m.  
ATTEST: Clint Quilter, Administrative Officer  
and Clerk of the Board Inyo County, California  
By  Assistant

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PESTMASTER SERVICES, INC.  
FOR THE PROVISION OF INSECT AND PEST CONTROL SERVICES SERVICES**

**TERM:**

**FROM:** OCTOBER 1, 2019

**TO:** JUNE 30, 2022

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary 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 Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect 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 Contractor to purchase coverage with a lower deductible or retention or 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.

***Verification of Coverage***

Contractor 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 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.

***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.

# EARTHQUAKE WARNING CALIFORNIA: STEPS TO PREPARE



**DON'T GET  
CAUGHT OFF  
GUARD**

## 1. Participate in Earthquake Warning California

Scientists are still unable to predict earthquakes, but thanks to new technology, individuals and organizations can potentially receive a few seconds of notice to take appropriate safety precautions before an earthquake strikes. Earthquake Warning California utilizes the California Integrated Seismic Network, which is a partnership between Cal OES, United States Geological Survey (USGS), UC Berkeley, the California Institute of Technology, and the California Geological Survey. The system uses ground-motion sensors to detect earthquakes that have already started and estimates their size, location, and impact. When it detects a significant magnitude, the system issues a ShakeAlert® Message, providing a warning before shaking begins. To receive earthquake warnings, individuals and family members can download the MyShake App and ensure phone settings are adjusted to receive emergency alerts, including:

- **Government Emergency Alerts:** No-cost text messages for emergency situations (magnitude 5.0 or higher and Modified Mercalli Intensity IV shaking);
- **MyShake App:** Free smartphone app that provides iPhone and Android users with audio and visual warnings (magnitude 4.5 or higher and Modified Mercalli Intensity III shaking). Available in the Apple App and Google Play stores; and
- **Android Earthquake Alerts:** Android phones with updated operating systems are automatically subscribed to Android Earthquake Alerts, which uses the same technology as the MyShake App.

Earthquakes can happen in California at any time. Whether you are a resident or visitor, you will need to react quickly to minimize injuries and hazards. During an earthquake, travel routes may be blocked, running gas or water may compromise safety, and access to technology may be limited. Preparation is critical.

The California Governor's Office of Emergency Services (Cal OES) has compiled this tip sheet with important resources for earthquake preparation. Please share this information and encourage others in your community to take part in emergency planning. More resources are available at [earthquake.ca.gov](http://earthquake.ca.gov).

Once your phone is set up:

- Set phone location settings for the MyShake App, Android Earthquake Alerts, and Government Emergency Alerts to “always on.”
- Ensure all household members know what an earthquake warning sounds and looks like. You can test a MyShake App warning under the “Settings” tab. Individuals may have seen a Government Emergency Alert for other emergencies (e.g., AMBER Alerts, wildfires, flash floods).
- If you receive an earthquake warning, immediately take steps to protect yourself. You may receive a warning without experiencing shaking; however, always react with the expectation that shaking will follow.

## 2. Know How to Protect Yourself During an Earthquake

If an earthquake occurs:

- Drop to the ground, cover your head with your arms, and hold onto your neck until shaking stops.
- Do not stand in a doorway. Stay away from large glass windows and mirrors.
- If you have difficulty getting onto or off the ground without assistance, cover your head with your arms as much as possible, and try to remain in place. For more accessible safety tips, visit: [earthquakecountry.org/disability](http://earthquakecountry.org/disability).

## 3. Develop an Emergency Preparedness Plan

Create a customized emergency plan for your specific needs:

- Think through details of your everyday life, considering locations where you might be during an earthquake (e.g., at home, in the car, outside). If possible, hold practice drills in these settings.
- Learn emergency protocols for your workplace, school, transportation, and frequently visited places.

If you are a parent or guardian, explain to those being cared for what to do during and after an earthquake, in case you or another adult are not present.

## 4. Pack an Emergency Supply Kit

Your emergency kit should address all daily needs and include:

- A family plan with instructions and information for contacting others. Include a reminder to use text messages, if possible, to keep emergency call lines open.
- Basic supplies: a radio, first-aid kit, flashlight, batteries, water, and non-perishable food for your family and pets.
- Prescription and over-the-counter medications, medical equipment (including accessories, like hearing aid batteries or prescription glasses), and medical records.

## 5. Understand and Mitigate Hazards

Natural disasters can occur anywhere, but earthquakes are more common in certain regions. Visit [myhazards.caloes.ca.gov](http://myhazards.caloes.ca.gov) to learn about local risks and how to prepare your home (including securing furniture, appliances, home fuel systems, and more).



**EARTHQUAKE  
WARNING  
CALIFORNIA**

### For more information:

Earthquake Warning California is managed by Cal OES. It provides individuals, organizations, and communities with easily accessible earthquake warning and emergency preparedness information, as well as resources. For the latest news and resources, visit [earthquake.ca.gov](http://earthquake.ca.gov). Send questions or comments regarding this fact sheet to [earthquakeinfo@caloes.ca.gov](mailto:earthquakeinfo@caloes.ca.gov).

For information, questions, or comments relating to this fact sheet, email Cal OES at: [earthquakeinfo@caloes.ca.gov](mailto:earthquakeinfo@caloes.ca.gov).



## ALL ABOUT

# Earthquake Warning California

### EARTHQUAKE WARNING CALIFORNIA

The state's earthquake preparedness program is aimed at providing tools and resources to help warn Californians in advance of an earthquake, and provide time to take protective actions such as dropping, covering, and holding on. This includes the MyShake mobile app, wireless emergency alerts (WEAs), the Android Earthquake Alerts System, and the Earthquake Warning California website: [www.earthquake.ca.gov](http://www.earthquake.ca.gov).

### THE MYSHAKE APP

The MyShake App is an earthquake warning tool for smartphones developed by UC Berkeley, in partnership with USGS ShakeAlert and Cal OES. The app provides users near an earthquake a warning to take cover as soon as shaking is detected. The app also includes tips for preparedness and the ability to view damage reports shared by other "citizen scientists," helping California build a comprehensive seismic monitoring network. The app is available in English and Spanish, with additional languages coming soon.

### MYSHAKE WARNING, ANDROID ALERTS & WEA

MyShake "ShakeAlerts" are sent to users with smartphones in the vicinity of a significant earthquake as soon as sensors detect the earth shaking. MyShake App and Android users must enable location services on their phone to receive ShakeAlerts, since they are based on proximity to the shaking. Wireless Emergency Alerts (WEA) are short emergency and public safety messages used nationwide by authorized agencies to alert mobile users of imminent threats in their area. WEA are enabled by wireless carriers.

### WHAT DO I DO WHEN I RECEIVE A WARNING?

Have a plan in place to DROP, COVER, and HOLD ON in the event of an earthquake. This includes staying away from glass, taking cover under a sturdy table, protecting your head, and not moving until the ground stops shaking. Specific industries should review emergency protocols in advance of an earthquake and what actions to take in the event of a warning. This includes:

- Education
- First Responders
- Medical
- Manufacturing
- Transportation
- Public Safety
- Small and Large Businesses
- Utility Infrastructure

### LEARN MORE

Here are a few ways to prepare for an earthquake:

**1** **Download the MyShake App** enable location services to receive earthquake warnings. The MyShake App is available on Google Play for Android and the App Store for iPhone.

**2** **Visit [earthquake.ca.gov](http://earthquake.ca.gov)** for the latest news, updates, and industry-related information.

**3** **Have a plan in place** in advance so you can act quickly if you receive a MyShake, Android or WEA earthquake warning. Make a plan to DROP, COVER, and HOLD ON in places where you live, work, and play.

**4** **Follow Cal OES on social media!**

- f** Facebook: [www.facebook.com/CaliforniaOES](http://www.facebook.com/CaliforniaOES)
- t** Twitter: @Cal\_OES
- yt** YouTube: [www.youtube.com/user/CalEMATV](http://www.youtube.com/user/CalEMATV)
- i** Instagram: @cal\_oes



EARTHQUAKE  
WARNING  
CALIFORNIA



# Don't Get Caught Off Guard

A Walkthrough of Earthquake Warning California  
Tools and Resources

# Earthquake Warning California

Earthquake Warning California is the state's **earthquake early warning system**, which provides tools and resources to warn Californians in advance of shaking.

The system relies on **innovative technology** that sends warnings to smartphone applications, operating systems, and Government Wireless Emergency Alerts (WEA).

It can help the public, first responders, utility providers, transit systems and other key industrial, and business sectors **take actions to save lives**.

Visit [www.earthquake.ca.gov](http://www.earthquake.ca.gov) to learn more.



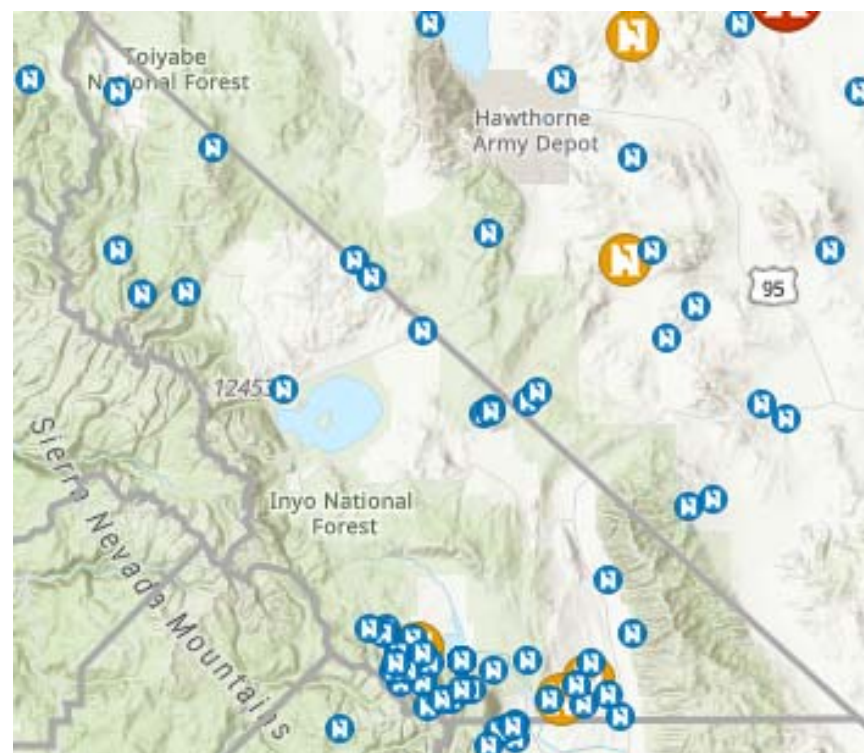
# Seismic Activity in Inyo County

One of the most damaging earthquakes in the State's history occurred on March 26, 1872 in Lone Pine.

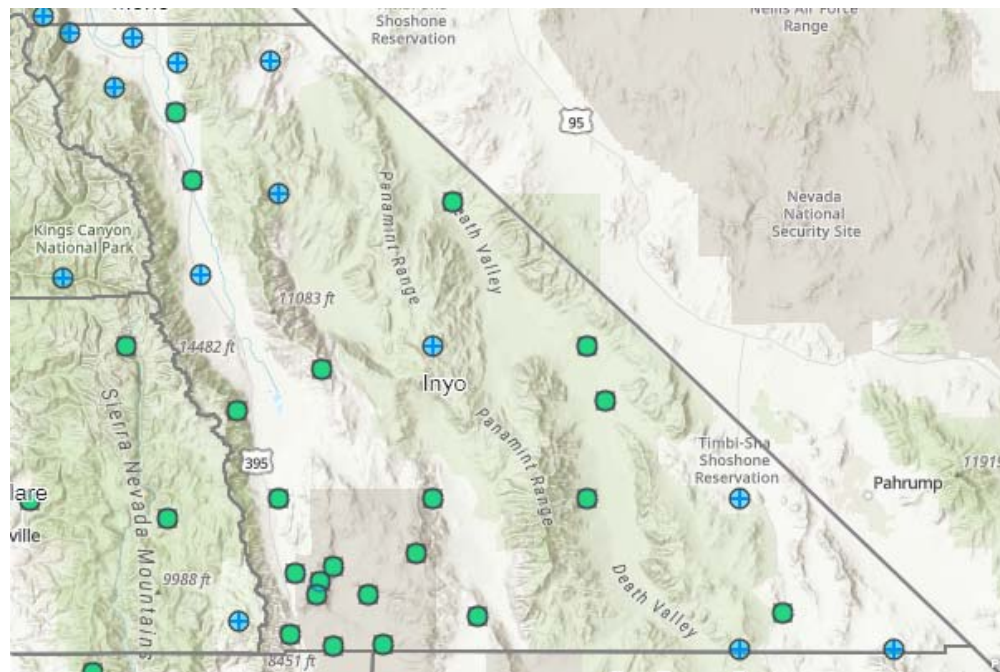
The 7.8-magnitude earthquake destroyed most of Lone Pine (Inyo County) and killed 27 of its residents, about 10% of the population.

People reported feeling the earthquake throughout California and in parts of Nevada, Oregon, Arizona and Utah.

Not only does Inyo County experience earthquakes, it is also part of an active volcanic region.



# Earthquake Warning California in Inyo County



Seismic sensors continue to be installed throughout the state as part of Earthquake Warning California in collaboration with the California Integrated Seismic Network Partners from United States Geological Survey (USGS), University of California – Berkeley (UCB), California Institute of Technology (Cal Tech), and California Geological Survey (CGS).

There are currently 33 sensors installed or planned on the eastern side of the Sierras in Inyo County,

On the map, the green circles are sensors that are currently providing real-time data and the blue circles represent planned sensor sites.

# MyShake App

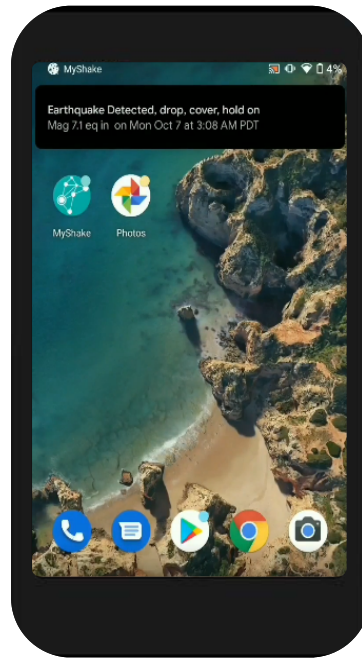
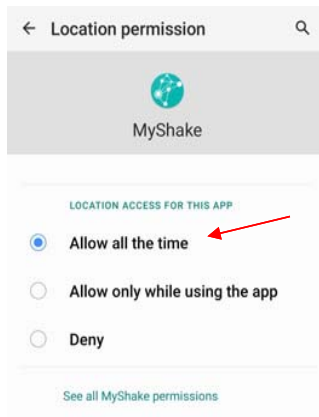
**MyShake** is an app for mobile devices that uses ground motion sensors from across the state to detect earthquakes before humans can feel them.

It warns Californians to **“Drop, Cover, and Hold On”** in advance of an earthquake, if they are near where the shaking is happening.

**Download the app** for free via Google Play or the Apple App store.

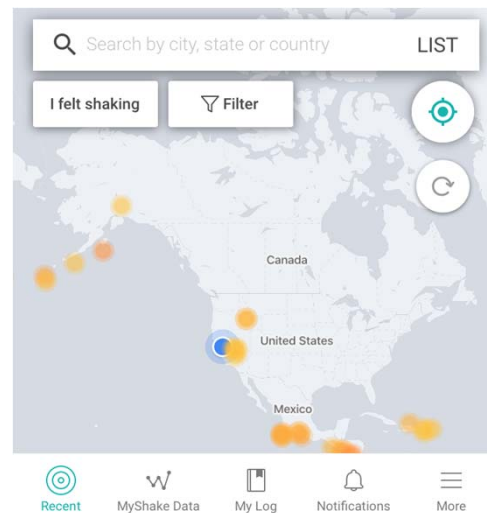
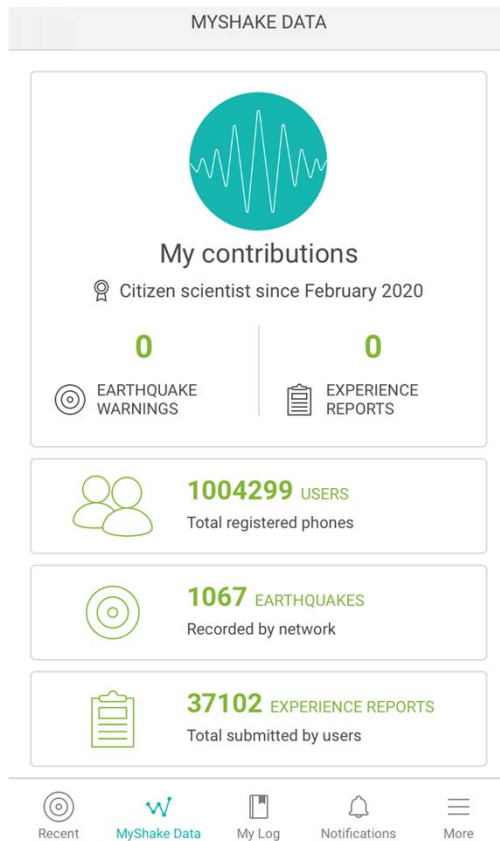
The screenshot displays the 'NOTIFICATIONS' section of the MyShake app. At the top, there is a header with 'NOTIFICATIONS' and an 'EDIT' link. Below this is a section titled 'EARTHQUAKE WARNINGS'. The text in this section states: 'Alerts delivered in California for Magnitude 4.5 and higher earthquakes in light to heavy shaking areas.' It also notes: 'Locations services must be on to receive alerts, only approximate locations are used (currently off)'. A green button labeled 'Click for Alert Sound' is present. At the bottom of this section, it says 'Powered by' followed by the 'EARTHQUAKE WARNING CALIFORNIA' logo and the 'ShakeAlert' logo. Below the warnings section is a section titled 'RECENT EARTHQUAKE EVENTS'. It includes the text 'Events may take a few minutes to hours to arrive'. There is a toggle switch for 'Global' which is currently turned on. Below the toggle, it says 'MAGNITUDE 3.5 and above'. At the bottom of the app interface, there is a navigation bar with five icons: 'Recent', 'MyShake Data', 'My Log', 'Notifications' (which is highlighted in blue), and 'More'.

# MyShake App (cont.)



- **Location services** must be set to "always on" to allow the app to provide warnings.
- **Push notifications** are sent to the user's phone or mobile device when they need them.
- The app is **not an earthquake predictor**, it signals when seismic sensors pick up on shaking.
- This is an innovative system that is being **continuously refined and upgraded**.

# MyShake App (cont.)

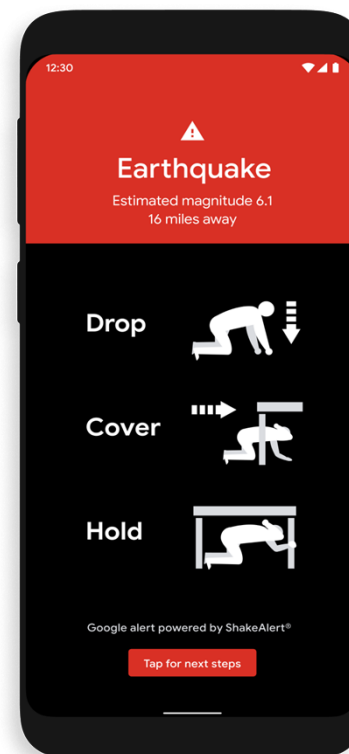


The app shows earthquake activity around the world, and users can view damage reports shared by other **“citizen scientists.”**

Data is collected by UC Berkeley to show trends and improve app earthquake monitoring, with **no personal or identifying information taken from users.**

# Android Earthquake Warnings

- Google partnered with the United States Geological Survey (USGS) and Cal OES to include built-in **earthquake warning technology** in its Android phones beginning in August 2020.
- The capability is included in **new phones** and **operating system updates** so warnings will be sent out to all California Android phones unless the user chooses to “opt-out”.
- Warnings are generated by the same system powering Earthquake Warning California.








# Wireless Emergency Alerts

## ALERTING THRESHOLDS

INTENSITY	SHAKING
I	Not felt
II	Weak
III	Weak
IV	Light
V	Moderate
VI	Strong
VII	Very Strong
VIII	Severe
IX	Violent
X	Extreme

 **WIRELESS EMERGENCY ALERTS**  
 WEA used in response to magnitude 5.0 earthquake to people who will experience shaking level IV (light) or greater.

 **MyShake**  
 MyShake alerts used in response to magnitude 4.5 earthquake to people who will experience shaking level III (weak) or greater.

 **android**  
 Android alerts used in response to magnitude 4.5 earthquake to people who will experience shaking level III (weak) or greater.

**Wireless Emergency Alerts (WEA)** send geographically targeted, text-like messages to mobile devices to warn users of imminent threats in their area.

Authorized national, state, or local government authorities can send WEA warnings for incidents such as Amber Alerts, severe weather warnings, or **earthquakes with a magnitude greater than 5.0.**

Users must **“opt-in”** on their mobile device settings to allow WEA notifications.

# “Don’t Get Caught Off Guard” Campaign



- 2-year campaign to promote earthquake warning tools and Cal OES resources:
  - Advertising to promote Earthquake Warning California
  - Public education
  - Outreach to business and community partners
  - Media engagement
- Cal OES is engaging with a variety of partner organizations to present Earthquake Warning California information, share materials, and distribute information as widely as possible.

# Using Earthquake Warning California Resources

1

**Download the MyShake App** and **enable WEAs** on mobile devices. Be among the first “citizen scientists” to receive earthquake warning information and help build a comprehensive seismic monitoring network.

2

Visit [www.earthquake.ca.gov](http://www.earthquake.ca.gov) to see the latest news and information to help promote earthquake warning resources across California.

3

**Help spread the word** by signing up to receive our partner toolkits and materials to share – email [earthquakeinfo@caloes.ca.gov](mailto:earthquakeinfo@caloes.ca.gov). Toolkits contain newsletter content, social media posts, imagery, and the latest news from Cal OES that organizations can tailor for their audiences. Resources that may be most useful for Inyo County include:

- General Fact Sheet and Toolkit
- Sector Specific Fact Sheets and Toolkits for First Responders, Utilities and the Medical Sectors.

# Questions and Answers



**EARTHQUAKE  
WARNING  
CALIFORNIA**



For more information:

Visit: [www.earthquake.ca.gov](http://www.earthquake.ca.gov)

Email: [EarthquakeInfo@CalOES.ca.gov](mailto:EarthquakeInfo@CalOES.ca.gov)



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Aaron Steinwand

**SUBJECT:** Inyo County/Los Angeles Standing Committee Meeting – October 15, 2020

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**RECOMMENDED ACTION:**

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for October 15, 2020.

**SUMMARY/JUSTIFICATION:**

Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Standing Committee agenda has not been finalized as of the drafting of this Agenda Request, but the draft agenda is relatively short. A draft Standing Committee agenda is attached. It is expected that the Standing Committee agenda will include reports on runoff and operations and a staff presentation and discussion on the status of Inyo/LA Water Agreement mitigation projects. The Standing Committee will be provided an update on the well 385W pumping test.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Los Angeles Department of Water and Power

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Standing Committee Meeting Agenda - October 15 draft

**APPROVALS:**

Aaron Steinwand  
Darcy Ellis  
Marshall Rudolph

Created/Initiated - 10/2/2020  
Approved - 10/2/2020  
Approved - 10/5/2020

Aaron Steinwand

Final Approval - 10/8/2020

## AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

10:00 a.m.  
October 15, 2020

### Webex Webinar

*The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.*

### **NOTICE TO THE PUBLIC**

*In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Inyo County Water Department and Los Angeles Department of Water and Power offices are closed to the public, and the Technical Group will conduct this meeting exclusively online. Staff will participate via videoconference accessible also to the public at:*

<https://ladwp.webex.com/ladwp/j.php?MTID=m4a9eea423bb514f36bb4d8271a0b6030>

*Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use ANY generic, non-functioning address such as: [123@123.com](mailto:123@123.com) to gain access.*

*Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the “**Raise hand**” feature when appropriate in the WebEx meeting (the meeting Chair will call on those who wish to speak). For individuals that dial into the WebEx and wish to make a public comment they may do so by pressing \*3 to “**Raise Hand**”. To lower your hand, press \*3 once again. Written public comment, limited to **250 words or less**, may be emailed to:*

[Francesca.Joven@ladwp.com](mailto:Francesca.Joven@ladwp.com). *Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.*

1. **Action Item:** Approval of documentation of actions from the May 15, 2020 meeting.
2. Runoff and Operations update.
3. Status of Inyo-Los Angeles Water Agreement mitigation projects.
  - a. Lower Owens River Project
  - b. Blackrock Waterfowl Management Area
  - c. McNally Ponds and Pasture Project
  - d. Revegetation projects



4. Well 385 - Status Update
5. Schedule for future Standing Committee meetings.
6. Public Comment.
7. Adjourn.

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INSERT WEBEX INFO HERE

DRAFT

## **Standing Committee meeting protocols (Adopted May 11, 2011)**

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

*As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.*

The LTWA further provides that:

*Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.*

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Tim Bachman

**SUBJECT:** Contract for pet licensing services

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#### RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2020-2021 Animal Services Budget 023900 as follows: increase estimated revenue in Animal Licenses Revenue Code No. 4101 by \$2,000; reduce salary by \$3,000; reduce overtime costs by \$4,000; reduce general operating by \$3,000 and increase appropriation in professional services Object Code 5265 by \$12,000 (*4/5ths vote required*); B) declare DocuPet Corp of Syracuse, NY a sole-source provider of pet licensing services; C) approve the contract between the County of Inyo and DocuPet Corp of Syracuse, NY for the provision of the above-mentioned service in an amount not to exceed \$36,000 for the period of November 1, 2020 through November 1, 2023; contingent upon the Board's approval of future budgets; and D) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

The Sheriff's Department is requesting the approval of a minimum 3 year agreement to use DocuPet dog licensing services to replace the outdated, unreliable program currently in use. DocuPet offers unique features and services that will allow a faster more cost effective solution for pet registrations including online registration, telephone and mail in registration, data storage, automatic renewal notices, customizable pet tags, and is committed to promoting education and awareness of county animal ordinances.

The DocuPet program will greatly improve the entire licensing process for a faster, reliable, licensing experience as well as providing revenue for our agency due to the cost savings on materials and overtime.

There is no start up cost for the DocuPet program; fees are assessed per licensing record. The average cost per license is \$7.50 plus current registration cost. Our most recent cost analysis shows a loss comparing our costs to total revenue received. Most of the expense is employee cost and overtime for multiple staff members. Using DocuPet would greatly reduce the labor cost involved, resulting in a gain in general fund collections. DocuPet may also increase compliance by making the licensing process available across multiple platforms, i.e. computer, phone and in person. Our current process must be done in person. Payments can be made through the online payment system, but require staff time in multiple departments and takes 7-14 business days for total processing.

Sole source justification: This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. Other competing companies considered do not provide the services desired by our agency.

Summary of services: highly customizable, agency specific, online platform tailored for our agency (department

logo, specific shelter information, unique web URL), Fully personalized, customizable, and designer tags with options to create county specific licensing tags. 24-hour lost pet service provided free of charge to the agency as well as customers; Dispatchers and Animal Services staff will be given access to the pet database for identification of animals. "Safe & Happy Fund Program" provides our agency the option choose where charitable donations are allocated; including the animal shelter or local non-profit organizations. 20% of all customized tag revenue is allocated for donations.

Estimated yearly cost : \$12,000.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Our current licensing procedures are done through a county created software platform that no longer properly stores accurate records and is now outdated and incompatible with current Windows platforms. The licensing procedure we currently use requires an excessive amount of employee hours resulting in overtime and materials costs. Currently our licensing revenue is "break even" with little to no additional funds after purchasing materials and accounting for employee costs.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not approve the DocuPet agreement resulting in continued employee overtime costs and lost registration data from using antiquated licensing programs.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
County Counsel  
Board of Supervisors  
Budget Officer

**FINANCING:**

Upon approval of this item, funds are available in the Animal Services Budget 023900 Professional Services 5265

**ATTACHMENTS:**

1. Inyo County, CA DocuPet Inc. - Pet Licensing Services Agreement

**APPROVALS:**

Tim Bachman	Created/Initiated - 9/25/2020
Darcy Ellis	Approved - 9/25/2020
Tim Bachman	Approved - 9/25/2020
Denelle Carrington	Approved - 9/28/2020
Marshall Rudolph	Approved - 10/6/2020
Amy Shepherd	Approved - 10/7/2020
Jeffrey Hollowell	Final Approval - 10/7/2020



## Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this “**Agreement**”), is entered into this \_\_\_\_ day of \_\_\_\_, 2020 (the “**Effective Date**”) by and between DocuPet Corp., a Delaware corporation with offices at 235 Harrison Street, Syracuse, New York 13202 (“**DocuPet**”), and Inyo County, California, a municipal corporation whose primary place of business is 550 S. Clay Street, Independence, CA 93526 (the “**Organization**”).

### Background

DocuPet has developed and operates a program for providing municipal pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, C, and D are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet Fees
- (5) Schedule D – Form of Task Order

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

**DOCUPET CORP.**

**ORGANIZATION**

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

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

Name: **Grant Goodwin**

Name:

Title:

Title: **Chief Executive Officer**

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

Name:

Title:

<b>CONTACT INFORMATION FOR THE ORGANIZATION</b>	
<b>Contact Name and Title:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Fax:</b>	

<b>CONTACT INFORMATION FOR DOCUPET</b>	
<b>Contact Name and Title:</b>	<b>Grant Goodwin, Chief Executive Officer</b>
<b>Address:</b>	<b>235 Harrison Street, Syracuse, New York 13202</b>
<b>Phone:</b>	<b>1-855-249-1370</b>
<b>Email:</b>	<b>grant.goodwin@docupet.com</b>
<b>Fax:</b>	<b>613-547-5529</b>

**SCHEDULE A**  
**to Pet Licensing Services Agreement**  
**SERVICE DELIVERABLES**

**1. DEFINITIONS**

- a. Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

**2. SERVICES**

- a. During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A and all Task Orders (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

- b. Applications

- i. Pet Owners shall apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Registration Information**”):

- 1. Name
    - 2. Email
    - 3. Address
    - 4. Telephone – day and evening
    - 5. Name of pet
    - 6. Species (Dog or Cat)
    - 7. Breed and description (sex, color, age, etc.)
    - 8. Spayed or neutered
    - 9. Rabies vaccination and date
    - 10. Alternate contact information
    - 11. Date of Birth

- c. Pet Owners shall have the option of applying for a Pet Tag in one of five ways:

- i. applying for a Pet Registration electronically through the DocuPet Website;

- ii. applying for a Pet Registration over the telephone with a DocuPet representative;
- iii. applying for a Pet Registration at certain designated Organization locations; or
- iv. applying for a Pet Registration at the location of certain organizations authorized by the Organization to sell Pet Registrations; or
- v. applying for a Pet Registration via mailed application and check to DocuPet offices.
  - 1. In the case of (i), (ii) and (v), the Pet Owner or the DocuPet representative, as the case may be, shall input the Registration Information into the prompts on the Website. In the case of (ii) and (iv), an employee or the Organization's designated representative shall input the Registration Information into the prompts on the Website.

d. Data Storage

- i. All Registration Information that is inputted through the Website will be stored within the Software so that the Registration Information may be accessed by the Organization, the DocuPet Personnel and other persons authorized by the Pet Owner. The Organization shall require their employees, volunteers and contractors/designates to accurately input the Pet Registration Information into the application on the Website when inputting Registration Information. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Registration Information or for any errors therein.

e. Pet Fee

- i. Each Pet Owner shall pay a Pet Fee for each Pet based on the rates set out in Schedule C (the "**Pet Fee**"). The Pet Fee for each Pet Registration shall be paid through the Website or over the telephone by credit card, debit card or other payment method (as determined by DocuPet at its discretion) or directly to the Organization or a Organization contractor by cash, credit card (if accepted by the Organization), debit card, or check. All Pet Owners shall be encouraged to pay through the Website or through DocuPet's



telephone service. The Organization shall ensure that its employees, volunteers and contractors do not submit an application for a Pet Registration without first obtaining payment of the Pet Fee or confirming that payment of the Pet Fee was made through the Website. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

f. Completion of Application and Registration

- i. After the completion of the application, payment of the Pet Fee, and submission of data into the DocuPet system, DocuPet shall send applicants confirmation of their Pet Registration number, a Pet Tag and other information or documents related to the Services, the Organization and DocuPet. DocuPet will send this package within five (5) business days of completion.

g. Pet Tag

- i. Each Pet Tag shall be affixed to the collar of the Pet identified by the Pet Registration. Pet Tags can be searched using a computer or smartphone device that will permit Organization officials and other authorized individuals to access certain information relating to the Pet and the Pet Owner. DocuPet shall be entitled to charge a reasonable fee for replacement Pet Tags in accordance with the rate set out in Schedule C to this Agreement.

h. Ordinance Awareness

- i. DocuPet will endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership and may, in its sole discretion, notify Pet Owners of their legal obligations by:
  1. sending them correspondence by regular mail, e-mail or other means;
  2. conducting door-to-door campaigns;
  3. contacting Pet Owners by telephone, including through the use of automated messages.
    - a. For certainty, DocuPet shall not be obligated to provide any of the particular services described in this Section 2(h) and, if the Organization requests a particular service, DocuPet may require, as a condition to provide such service, that the

Organization make a contribution towards the costs of such service.

### 3. DOCUPET PLATFORM STANDARDS

#### a. Connectivity

- i. The Organization shall be responsible for ensuring that any and all of its services centers that provide Pet Registrations are connected to the Internet. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

#### b. Backup and Disaster Recovery

- i. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

#### c. PCI Compliance

- i. DocuPet shall comply with payment card industry (PCI) security standards.

#### d. Data Protection

- i. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Registration Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Registration Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet

upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

e. Location

- i. The servers hosting the Licensed Software shall be under United States legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable privacy Laws.

f. Backup

- i. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

g. Service Level

- i. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (6:00AM to 2:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (6:00AM to 2:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (6:00AM to 2:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly. DocuPet will work with the Organization to prepare a document outlining the procedures and communication protocols that will be put in place in the event of scheduled and unscheduled downtime. A contingency plan for downtime procedure will also be included in this document.

h. Website Support

- i. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website, and custom modules purchased for the term. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors, so that the Website will at all times conform to the specifications.

- i. Customer Service

- i. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 6:00AM to 5:00PM EST Monday to Friday, holidays excepted.

- j. Control of Website

- i. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

**SCHEDULE B**  
**to Pet Licensing Services Agreement**  
**DOCUPET GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

a. Defined Terms as used in this Agreement:

**“Confidential Information”** means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

**“DocuPet Engagement Manager”** has the meaning given to that term in Section 2(g).

**“DocuPet Owned Work”** means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

**“DocuPet Personnel”** means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

**“Including”** and its derivatives (such as “include” and “includes”) mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

**“Intellectual Property Rights”** means, on a worldwide basis, any and all:

- Rights associated with works of authorship, including copyrights, moral rights and mask-works;
- Marks;
- Trade secret rights;
- Patents, designs, algorithms and other industrial property rights;
- Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and
- Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**“Law”** means:

- Any statute, regulation, by-law, ordinance or subordinate legislation in

force from time to time to which a Party is subject, including but not limited to data protection and privacy laws;

- The common law and the laws of equity as applicable to the Parties from time to time;
- Any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or
- Any applicable industry code, policy or standard enforceable by law.

**“Losses”** shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

**“Marks”** means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

**“Material”** means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement

**“Organization Engagement Officer”** has the meaning given to that term in Section 3(a).

**“Organization Data”** means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Registration Information.

**“Optional Services”** means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

**“Parties”** means DocuPet and the Organization and “Party” means any one of them.

**“Pet”** means a dog or cat or any other animal that can be registered in accordance with the Organization's by-laws, ordinances or regulations.

**“Pet Fee”** means the Pet Fee described in Schedule C.

**“Pet Owner”** means the person applying for the Pet Registration for an applicable Pet.

**“Registration Information”** has the meaning given to that term in Schedule A.

**“Pet Registration”** means the registration issued or renewed according to the Organization's by-laws, ordinances or regulations to a Pet Owner for a particular 365-day period.

“**Postage**” means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labor.

“**Registration Threshold**” has the meaning given to that term in Schedule C.

“**Services**” has the meaning given to that term in Schedule A.

“**Software**” means the software application provided through the Website, which among other things, stores the Registration Information and provides authorized access thereto through the Internet.

“**Standard Fees**” has the meaning given to that term in Schedule C.

“**Task Order**” has the meaning given to that term in Section 2(b).

“**Term**” has the meaning given to that term in Section 5.

“**Website**” means the Internet website “www.DocuPet.com” and associated web pages.

b. Other Terms.

- i. Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
- ii. Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

## 2. DOCUPET SERVICES

- a. Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and the relevant Task Orders and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.
- b. Additional Services
  - i. Any services to be provided by DocuPet to the Organization in addition to the Services (“**Additional Services**”) shall be specified in task orders (“**Task Orders**”) to be entered into by the Organization and DocuPet substantially in the form attached hereto as Schedule D. This Agreement provides basic terms and conditions applicable to all such Task Orders.
- c. Reports and Meetings

- i. The Organization Engagement Officer and the DocuPet Engagement Manager shall conduct a review meeting bi-annually by electronic video conference (or other mutually acceptable means). At the bi-annual meetings, DocuPet and the Organization shall exchange information regarding the number of Pet Registrations sold through the Website, the Organization and the Organization's contractors during the previous 6 month-period and the payments made to the Organization for Pet Fees that DocuPet has collected through the Website and payments due to DocuPet for payments made directly to the Organization or its contractors for Pet Fees.
- d. Use of Subcontractors
  - i. DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.
- e. Facilities and Assets
  - i. Except as otherwise specified in the applicable Task Order, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to visit a Organization facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.
- f. DocuPet Methodologies, Tools and Training
  - i. Unless otherwise agreed in writing in a Task Order, DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.
- g. DocuPet Engagement Manager
  - i. DocuPet will assign an experienced manager (the "**DocuPet Engagement**



**Manager**”). The DocuPet Engagement Manager will be responsible for:

1. Overseeing and managing the performance of DocuPet’s obligations under this Agreement;
2. Serving as the Organization’s primary point of contact for operational matters pertaining to this Agreement; and
3. Promptly answering the Organization’s queries and cooperating with the Organization to address issues relating to the Services deemed urgent by the Organization.

h. Exclusivity

- i. The Organization agrees that during the Term, DocuPet shall be exclusive provider of the products and services comprising the Services and the Organization shall not, directly or indirectly, procure or develop products or services that are in whole or in part competitive with the business of DocuPet. Exclusivity shall be waived if the Agreement is terminated in accordance with Section 9 of the Agreement. The Organization reserves the right, however, to perform the obligations required to be done by it under Law to administer and enforce the Organization’s by-laws, ordinances or regulations, which obligations may be undertaken directly by the Organization should, in the reasonable determination of the Organization (as assessed either at acceptance testing or after implementation and after reasonable written notice to DocuPet), the Services not provide the level of administrative or prosecutorial certainty that the Organization is required to provide under Law.

### 3. ORGANIZATION RESPONSIBILITIES

a. Organization Engagement Officer

- i. The Organization will assign an officer who will serve as the Organization’s primary point of contact with DocuPet for all matters pertaining to this Agreement (the “**Organization Engagement Officer**”). The Organization Engagement Officer will be responsible and authorized to accommodate reasonable requests by the DocuPet Engagement Manager for information, data and support of a type specified in the Task Orders or as required to for DocuPet to perform its obligations under this Agreement.

b. Pet Fee Stability

- i. The Organization will not decrease the Pet Fee it charges during the Term without first providing at least thirty (30) days advance written notice to DocuPet. The Organization will not introduce a Pet Registration that remains active for more than a period of 365 days without DocuPet’s written consent unless such multi-year registration has a Pet Fee that is equal to: (a) the Pet Fee immediately before the introduction of multi-year

registration multiplied by (b) the number of years in the term of the applicable multi-year registration. The Pet Fee schedule is shown in Schedule C as provided by the Organization.

c. DocuPet Policies

- i. The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

d. Program Training

- i. The Organization shall provide DocuPet with reasonable, regular access to all Organization staff or authorized contractors that will be inputting the Registration Information to ensure that they are inputting the information accurately, effectively and successfully. DocuPet and the Organization shall work together to identify any individual that requires additional training. The Organization shall ensure that its contractors have employees and volunteers that are familiar with DocuPet procedures and that all such persons comply with DocuPet's procedures for handling the application for Pet Registrations and the payment of Pet Fees.

#### 4. FINANCIAL MATTERS

a. Pet Registration Fees and Standard Fees

- i. In the event the Organization refunds any Pet Fees to the Pet Owner, such refund(s) shall not in any way reduce fees payable to DocuPet except for those refunds caused by errors made by DocuPet.
- ii. Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the "**Standard Fees**").

b. Collection and Allocation of Fees

- i. Fees under this Agreement shall be collected as follows:
  - 1. The Organization and other Organization contractors shall collect fees through "in person" transactions; and
  - 2. DocuPet shall collect the Pet Fees through the Website and by telephone.

- ii. Pet Fees shall be allocated between the Parties as follows:
  - 1. DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4(d).
  - 2. the Organization shall pay DocuPet any Standard Fees associated with the Organization's or any Organization contractor's sale of Pet Registrations.
- iii. Except as contemplated in this Section 4(b), the Organization shall not be entitled to any payments of any kind from DocuPet.

c. Taxes

- i. The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:
  - 1. Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.
  - 2. DocuPet shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties, if any, payable by DocuPet on the goods or services used or consumed by DocuPet in providing the Services. The Organization shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties payable by the Organization on the goods or services used or consumed by the Organization in supporting DocuPet's performance of the Services.
  - 3. The Organization shall be responsible for any sales, use, excise, value-added, services, consumption or other tax, if any, that is assessed for Pet Registrations or Pet Tags or on the receipt or provision of the Services as a whole, or on any particular Service.
  - 4. The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. DocuPet's invoices shall separately state the amounts of any taxes for which the Organization is legally responsible under this Agreement that DocuPet is collecting from the Organization, and DocuPet shall remit such taxes to the appropriate authorities in a timely manner. The Organization shall not be responsible for any interest or penalties assessed by a taxing authority arising from DocuPet's failure to remit the appropriate amount of tax on a timely basis. Each Party shall provide and make available to the other any resale

certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other Party.

d. Invoicing and Payment of Fees

- i. Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include a cover page that summarizes:
  1. All Pet Fees collected by DocuPet for the month;
  2. The aggregate number of Pet Registrations applied for through the Website for the month;
  3. The aggregate amount of the Standard Fees (and taxes), retained by DocuPet for the month; and
  4. The aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
- ii. In the case of Task Orders for Additional Services, separate invoices shall be issued that provide for the calculations utilized to establish the charge including the names, levels and personnel rates of the persons performing the Additional Services and the number of person days worked by each DocuPet personnel.
- iii. Within 10 days of receipt of the cover page and invoice set out in 4.4(a), the Organization shall provide a written report that confirms that the Organization's records indicate the invoice and cover page are accurate.
- iv. Statements for Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provided for in Section 4(d) out of the Pet Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.

e. Accountability

- i. DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions

of this Agreement.

- ii. All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

## 5. TERM

- a. The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of three (3) years (the "**Term**"). Thereafter, the Term will automatically renew for successive one (1) year periods (each a "**Renewal Period**"), but not to exceed five (5) years in the aggregate, subject to the Organization's right to terminate at the end of the initial Term or any Renewal Period by providing DocuPet with not less than 90 days prior written notice.
- b. All terms of this Agreement shall remain the same during the Renewal Period(s) except for the Standard Fees, which may, at the discretion of DocuPet, be increased annually by an amount equal to the percentage increase, if any, in pet registration fees charged by the Organization. In the event that DocuPet gives notice of an intent to increase the Standard Fees beyond increases provided for pursuant to the Organization's by-laws, ordinances or regulations, it shall give notice to the Organization not less than 100 days prior to the commencement of the applicable Renewal Period in which case, the Organization may terminate this Agreement pursuant to Section 9.

## 6. INTELLECTUAL PROPERTY

- a. Organization IP
  - i. Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.
- b. DocuPet IP
  - i. As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly

granted to the Organization are reserved by DocuPet.

c. Use of Marks

- i. During the Term, DocuPet shall be entitled to include the Organization's name and logo on (a) the Website; and (b) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.
- ii. During the Term, all references to the Website or the Organization's pet licensing program in publicity materials shall include the reference "Powered by DocuPet" in a location and format that is mutually acceptable. The Pet Tag shall display the DocuPet's tradename and mark in a location and format that is acceptable to DocuPet.

7. CONFIDENTIALITY

a. Duties of Confidentiality

- i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7(a), the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".
- ii. Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall both during the Term and at any time thereafter (a) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (b) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (c) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (d) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (e) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

b. Excluded Information

- i. The obligations of confidentiality of the Recipient in Section 7(a) shall not extend to information that the Recipient can establish by written evidence, (a) is or becomes publicly known through no wrongful act of the Recipient; (b) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (c) the Recipient can show was rightfully in its possession without obligation of confidentiality; (d) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (e) is required to be disclosed by Law, provided that Recipient will take all available reasonable means not to disclose any Confidential Information of the Disclosing Party without its consent or prior disclosure to the Disclosing Party, unless preclude by Law from doing so, and will only disclose the minimum amount of Confidential Information compelled by law; or (f) is independently developed.

c. Privacy

- i. In addition to DocuPet's confidentiality obligations under Section 7(a), DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.
- ii. Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Registration Information to the extent that the individual who provided the Registration Information has consented to such use and disclosure in accordance with all applicable Laws.

d. Acknowledgement

- i. The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

e. Reporting

- i. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further

steps requested by the other Party to prevent, control or remedy any such violation.

## 8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

### a. Warranties

- i. DocuPet represents and warrants that:
  1. it is competent to perform the Services;
  2. it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
  3. the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (a) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (b) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (c) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).
- ii. The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

### b. Warranty Disclaimer

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY TASK ORDER), THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### c. Limitation of Liability

- i. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. DOCUPET'S TOTAL LIABILITY TO THE ORGANIZATION IN



CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL FULFILLMENT FEE PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8.3 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (B) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (C) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 2(H), SECTION 6 OR SECTION 7.

## 9. TERMINATION

- a. Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days, the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.
- b. The Organization reserves the right to terminate this Agreement at any time with 30 days written notice provided to DocuPet.
- c. Organization Data and Registration Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Municipal Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Registration Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

## 10. FORCE MAJEURE

- a. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:
  - i. if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and
  - ii. provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.
- b. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a

work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

## 11. INSURANCE AND INDEMNITIES

### a. Insurance

- i. DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
  1. Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.
  2. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles owned, operated or leased by DocuPet and used in any manner in connection with the performance of the Services.
- ii. The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.
- iii. DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- iv. DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11(a)(i). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11(a)(i).
- v. If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

### b. Indemnity By DocuPet

- i. DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
  1. Any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors or agents; and
  2. Any breach of any representation, warranty or covenant of DocuPet set out in this Agreement; and

3. To the degree to which any losses or allegations relate to actions or omissions of DocuPet which are proven in a court having jurisdiction over such matters.

c. Indemnity By the Organization

- i. The Organization will indemnify, defend and hold harmless DocuPet, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
  1. Any third-party claim resulting from the wrongful or negligent acts or omissions of the Organization, its representatives, contractors or agents; and
  2. Any breach of any representation, warranty or covenant of the Organization set out in this Agreement; and
  3. To the degree to which any losses or allegations relate to actions or omissions of the Organization which are proven in a court having jurisdiction over such matters.

## 12. DISPUTE RESOLUTION

- a. Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:
  - i. Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.
- b. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
  - i. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
  - ii. thirty (30) days after the initial written request to appoint a designated

representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).

- c. This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) obtain a temporary restraining order or other injunctive relief.
- d. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

### **13. GENERAL**

- a. Governing Law

- i. The Agreement and performance under it will be governed by and construed in accordance with the Laws of the jurisdiction in which the Organization is located.

- b. Relationship of the Parties

- i. DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement unless otherwise provided herein or in the Task Order. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.

- c. No Waiver of Default

- i. No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

- d. Remedies Cumulative

- i. All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.

e. Assignment

- i. DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

f. Notices

- i. All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or e-mail (with a copy provided by another means specified in this Section 13(f)), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

1. In the case of DocuPet, to:

- a. Mail Drop #61  
235 Harrison Street  
Syracuse, New York 13202  
Attention: Chief Executive Officer  
Email: [grant.goodwin@docupet.com](mailto:grant.goodwin@docupet.com)

2. In the case of the Organization, to the address set out on page 2 of this Agreement.

- ii. Either Party may from time to time change the individual(s) to receive notices under this Section 13(f) and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

g. Interpretation

- i. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.
- ii. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

h. Counterparts

- i. The Agreement may be executed in one or more counterparts, each of

which will be deemed to be an original, but all of which will together constitute one and the same agreement.

i. Severability

- i. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

j. Survival

- i. Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

k. Entire Agreement; Entering Into Task Orders; Amendments

- i. This Agreement (including any Schedules referred to herein and attached hereto and Task Orders executed by the Parties in accordance herewith) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. To become effective, a Task Order must be signed by an authorized representative of each Party. Modification or amendment of this Agreement or any Task Order, or any part of this Agreement or Task Order, may be made only by a written instrument executed by authorized representatives of both Parties.

l. Compliance with Law

- i. Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

## Schedule C

### 1. Pet Fees

Table 1.1 outlines the current Pet Fee schedule for dogs within the Organization in the local currency of the Organization. The Fee schedule is subject to yearly review and approval by the Organization.

**Table 1.1 – Pet Fee Schedule for the Organization**

Registration Type	Duration	Cost
Dog - Altered	1 Year	\$15.00
Dog - Unaltered	1 Year	\$30.00
Late - Dog - Altered	1 Year	\$22.50
Late - Dog - Unaltered	1 Year	\$45.00
Replacement Tag		\$5.00

### 2. Standard Fees

The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization. All fees are in the local currency of the Organization.

**Table 1.2 – Listing of DocuPet’s Standard Fees**

ITEM	FEE PAYABLE BY THE COUNTY (in \$USD funds)
<p><b><u>Pet License Fulfillment Package Fee</u></b></p> <p>This can include the following pieces:</p> <ul style="list-style-type: none"> <li>● Pet Tag etched with unique Pet ID Code</li> <li>● Information Package with receipt</li> <li>● City customized welcome letter</li> <li>● Envelope</li> <li>● Postage</li> <li>●</li> </ul>	\$7.50/registration
<p><b><u>Replacement Pet Tag Fulfillment Fee</u></b></p> <p>This can include the following pieces:</p> <ul style="list-style-type: none"> <li>● Replacement Pet Tags etched with unique Pet ID Code</li> <li>● Envelope</li> <li>● Postage</li> </ul>	\$4.00/replacement tag
<p><b><u>Mail Processing Fee</u></b></p>	\$1.50/registration

<p>This applies to every mail in order received and processed by DocuPet. It can include the following pieces:</p> <ul style="list-style-type: none"> <li>● OCR Document Scan</li> <li>● Data Entry</li> </ul>	
<p><b><u>Mailed Renewal Notice Fee</u></b></p> <p>This includes the following:</p> <ul style="list-style-type: none"> <li>● Personalized letter</li> <li>● Envelope</li> <li>● Postage</li> </ul>	\$1.00/mailing
<p><b><u>NSF Bounced Check Fee</u></b></p>	\$25.00/check
<p><b><u>Emailed Renewal Notice</u></b></p>	No Charge
<p><b><u>Automated Phone Calls</u></b></p>	No Charge
<p><b><u>Online Credit Card Processing Fee</u></b> (applicable for all Pet Registrations sold via the Website, except when fees are collected by the Shelter/Vet staff receiving applications and collecting payments in person)</p>	2.9% + \$0.30 per registration



**Schedule D**  
**Form of Task Order**

**Task Order No.** \_\_\_\_

**Task Order Effective Date:** \_\_\_\_\_

This Task Order No. \_\_\_\_, together with the IT Services Agreement between \_\_\_\_\_ (“**DocuPet**”) and the Organization, dated \_\_\_\_ (the “**Agreement**”), governs the performance of the Project Work described herein. This Task Order shall be effective as of the date set forth above (the “**Task Order Effective Date**”). All capitalized terms not defined herein will have the meanings given them in the Agreement.

**1. PROJECT OVERVIEW**

[NTD: Insert an overview of the Project]

**2. TERM**

The term of this Task Order will commence on the Task Order Effective Date and, unless earlier terminated pursuant to the terms and conditions of the Agreement, will continue to remain in full force and effect until all Services to be performed, and the Deliverables to be provided, under this Task Order have been successfully completed and delivered.

**3. SERVICES**

DocuPet will perform the tasks and responsibilities described below (including the provision of all Deliverables), and all associated DocuPet obligations set forth in the Agreement, as such tasks, responsibilities and obligations are enhanced, supplemented or changed during the term of this Task Order pursuant to the Agreement (collectively, for the purpose of this Task Order, the “**Services**”).

[NTD: Insert description of Services to be performed]

**4. DELIVERABLES**

[NTD: List the Deliverables to be provided/achieved, and identify requirements and specifications for each Deliverable.]

**5. ESTIMATE**

DocuPet’s charges under this Task Order shall be determined with reference to the Estimate attached hereto as Attachment No. 1.

[NTD: Attach the Estimate as Attachment No. 1.]

**6. SCHEDULE**

[NTD: Specify schedule for performing the Services]

**7. MILESTONES**

[NTD: List Milestones. Specifically identify any Milestone that trigger interim payments as “Payment Milestones”]

**8. ACCEPTANCE CRITERIA/TESTING**

[NTD: Specify the Deliverables subject to acceptance testing and their respective acceptance criteria, as well as, to the extent practicable, the acceptance tests and procedures to be employed]

**9. PROJECT MANAGER**

[NTD: Insert the name, position and contact information of the DocuPet project manager]

**10. DOCUPET PERSONNEL**

The following DocuPet Personnel will be assigned to perform the Services in this Task Order.

Name	Position	Role

[NTD: List DocuPet Personnel by name, position and role of DocuPet Personnel]

**11. THE ORGANIZATION'S RESPONSIBILITIES**

[NTD: List the Organization's specific responsibilities relating to DocuPet's performance of the Services under this Task Order]

**12. OTHER PROVISIONS**

[NTD: Insert any additional terms agreed to by the Parties.]

The terms of this Task Order are agreed to by:

**[ORGANIZATION]**

**1. DOCUPET CORP.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Marilyn Mann

**SUBJECT:** Approve Amendment #1 to contract between Inyo County and Redwood Toxicology Inc.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment No. 1 to the contract with Redwood Toxicology, extending the contract through October 31, 2020 for the provision of urine sample collection devices and laboratory services to Inyo County HHS' Child Protective Services and Substance Use Disorders programs.

**SUMMARY/JUSTIFICATION:**

This Amendment comes to your Board requesting an extension to the current contract by four (4) months. This request is the result of having no responses to an RFP (Request for Proposals) issued in June 2020. The RFP has since been re-issued and applications the Department is currently reviewing the proposals received. The extension of this contract will ensure that Drug Testing services continue to be available to our child welfare and substance use treatment programs during the review and contracting process.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Denying this request would prevent Inyo County from issuing payment for services rendered for providing mandated services, as well as reduce the ability of child welfare, the primary consumer of services, to effectively monitor a critical safety factor involved in the majority of cases.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Monies have been budgeted in Social Services (055800) in Object Code (5265) Professional Services and in SUD (045315) in Object Code (5311) General Operating. No General Fund monies will be used.

**ATTACHMENTS:**

1. Contract Amendment No. 1
2. Redwood Toxicology Contract

**APPROVALS:**

Tyler Davis	Created/Initiated - 9/29/2020
Darcy Ellis	Approved - 9/29/2020
Keri Oney	Approved - 10/1/2020
Melissa Best-Baker	Approved - 10/1/2020
Marilyn Mann	Approved - 10/2/2020
Marshall Rudolph	Approved - 10/2/2020
Amy Shepherd	Approved - 10/5/2020
Marilyn Mann	Final Approval - 10/5/2020

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
Redwood Toxicology Laboratory, Inc.  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Redwood Toxicology, of Santa Rosa, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2017, on County of Inyo Standard Contract No. 117, for the term from July 1, 2017 to June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence in Section 2 under Terms and Conditions: 2. TERM, of the Agreement is amended to read as follows:

2. TERM.

The term of this Agreement shall be from July 1, 2017 to October 31, 2020 unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is June 30, 2020.

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

**AMENDMENT NUMBER ONE TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
Redwood Toxicology Laboratory, Inc.  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

DocuSigned by:  
By: Mary Tardel \_\_\_\_\_  
D43702611A5146C... Signature

Mary Tardel, Senior Director, Government Services  
Type or Print

Dated: 9/26/2020

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15<sup>th</sup> day of August 2017 an order was duly made and entered as follows:

*HHS-BEHAVIORAL  
HEALTH –  
REDWOOD  
TOXICOLOGY LAB  
CONTRACT*

HHS Senior Management Analyst Melissa Best-Baker said HHS went out to bid for drug testing supplies because of the high cost – last year they cost close to \$20,000. She said HHS has been purchasing supplies from Redwood Toxicology Laboratory for several years and they were the vendor to submit a qualifying bid. Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to: A) award the contract for provision of urine sample collection devices and laboratory services to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA in the amount of \$60,000; and B) ratify and approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices and laboratory services to HHS' Child Protective Services and Substance Use Disorders programs in the amount of \$60,000 for the period of July 1, 2017 to June 20, 2020, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15<sup>th</sup>  
Day of August, 2017

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: August 17, 2017



*KEVIN D. CARUNCHIO*  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

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



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

For Clerk's Use Only:  
AGENDA NUMBER

15

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

**FROM:** Health & Human Services/Fiscal

**FOR THE BOARD MEETING OF:** August 15, 2017

**SUBJECT:** Approve contract with Redwood Toxicology Laboratory, Inc.

**DEPARTMENTAL RECOMMENDATION:** Request your Board accept the bid, award, and ratify the contract for \$60,000 for July 1, 2017 through June 30, 2020 with Redwood Toxicology Laboratory, Inc. of Santa Rosa, California for the provision of urine sample collection devices (supplies) and laboratory services to the Inyo County Health & Human Services' (HHS) Child Protective Services (CPS) and Substance Use Disorders (SUD) programs, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** HHS advertised a Request for Proposals for drug testing supplies and services. Redwood Toxicology Laboratory was the only vendor who submitted a qualifying bid. After receiving only one bid, the proposal was reviewed and it was determined that the proposal was reasonable. Further, the pricing received by Redwood was fair and reasonable, and other prospective bidders had a reasonable opportunity to respond, therefore there is no need to re-advertise. HHS has already been using Redwood Toxicology for over three years for these services. Drug testing supplies and services are mandated services in our CPS and SUD programs. Some of these expenses are claimed and reimbursed in our Social Services program.



**ALTERNATIVES:** Not approving this contract would cause a delay in the ability to provide mandated services, as well as reduce the ability of CPS to effectively monitor a critical safety factor involved in most of the child welfare cases.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** Monies have been budgeted in Social Services (055800) in Object Code (5265) Professional Services and in SUD (045315) in Object Code (5311) General Operating. No General Fund monies will be used.



**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>7/28/17</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>7/31/2017</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 8/2/17

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Redwood Toxicology Laboratory  
**FOR THE PROVISION OF** drug testing and supply **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the drug testing and supply Redwood Toxicology Laboratory services of Redwood Toxicology Laboratory of Santa Rosa, CA (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 Marilyn Mann whose title is: Assistant Director of HHS. 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, 2017 to June 30, 2020 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Marilyn Mann whose title is: Assistant Director of HHS. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed \$60,000 (sixty thousand dollars and no/xx)----- Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to 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, ETC.**

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

**7. COUNTY PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. 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 defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one 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, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**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-four (24) 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	
Health & Human Services	Department
P.O. Drawer H	Street
Independence, CA 93526	City and State

Contractor:	
Redwood Toxicology Laboratory	Name
3650 Westwind Blvd.	Street
Santa Rosa, CA 95403-1053	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 Redwood Toxicology Laboratory**  
**FOR THE PROVISION OF drug testing and supply SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 15th DAY OF August, 2017.

**COUNTY OF INYO**

By: Mark Tiller

Dated: 08-15-17

**CONTRACTOR**

By: Barry Chapman  
Signature

Barry Chapman  
Print or Type Name

Dated: 7/17/17

APPROVED AS TO FORM AND LEGALITY:

Tom Walker  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Redwood Toxicology Laboratory  
FOR THE PROVISION OF drug testing and supply SERVICES**

**TERM:**

**FROM:** July 1, 2017 **TO:** June 30, 2020

**SCOPE OF WORK:**

The Contractor shall provide all labor, materials, equipment, and incidentals to perform drug testing on samples provided by Inyo County and deliver the test results to the County.

The Contractor shall protect and maintain a chain of custody in collecting and processing test samples, including paper record keepings as shall be required by the requesting County department or agency to appropriately present evidence of any test results in any court or administrative proceeding.

The Contractor shall provide individual written reports and interpretation of any and all test results for the performance of such tests. Results report must include the levels of each item tested, including creatinine level provided to the authorized county employee on the results so the authorized county employee knows if the client is producing dilute urine samples.

The Contractor shall store samples with positive test results and/or tests with abnormalities for up to three (3) months in a secure warehouse. Negative test results will be stored for two (2) days. Chain of custody records, documentation and analytical records are maintained in secured storage for a period of three (3) years.

Collected urine samples will be picked up at the following locations:

Inyo County Health & Human Services  
162 Grove Street  
Bishop, CA 93514

If requested, Contractor shall provide qualified expert witness and such associated services as may be necessary to testify and confirm results of drug testing.

If requested, Contractor shall provide on-site training; and/or on-line internet certified training on how to properly use the testing device.

Amend Section 15. ASSIGNMENT as follows:

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. Such consent shall not be unreasonably withheld. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

Amend Attachment C, as follows:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 001 or comparable form 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.

And

1. Professional Liability (Errors and Omissions) Insurance appropriates 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, to the extent the higher limits are available pursuant to the policy terms, for the higher limits maintained by Consultant. The limits available pursuant to the policy terms does not in any way modify or limit the defense and indemnification requirements of the Contract.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Redwood Toxicology Laboratory  
**FOR THE PROVISION OF** drug testing and supply **SERVICES**

**TERM:**

**FROM:** July 1, 2017 **TO:** June 30, 2020

**SCHEDULE OF FEES:**

See attached pricing schedule for testing devices, laboratory services and witness testimony.

Testing device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an "at cost" basis.

Laboratory testing shipping: Specimen pickup will be provided at no additional cost to County, when five (5) or more specimens are included in the shipment, through FedEx or UPS with overnight service delivery to laboratory in Santa Rosa, CA. Shipments with fewer than five (5) specimens sent to the lab will be assessed a seven dollar (\$7.00) charge per shipment.



3650 Westwind Boulevard  
 Santa Rosa, CA 95492  
 phone 800.255.2159  
 fax 707.577.8102

**Pricing Schedule  
 Inyo County  
 Drug Testing Services and Supplies / Effective 06/02/17**

**INFORMATION CONFIDENTIAL**

**Requested Products & Services**

*Items highlighted in green match test devices requested by Inyo County or indicate alternate items we think they may desire.*

**Section I: Laboratory Drug & Alcohol Testing Services - Urine**

**Urine Lab Tests - Standard Drugs**

*Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Ecstasy (MDMA), Marijuana (THC), Methadone, Opiates, PCP, Propoxyphene.*

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	1	One Drug Standard Urine Lab Panel - Screen Only	\$ 3.00
Various	4	Four Drug Standard Urine Lab Panel - Screen Only	\$ 3.90
Various	5	Five Drug Standard Urine Lab Panel - Screen Only	\$ 4.20
Various	6	Six Drug Standard Urine Lab Panel - Screen Only	\$ 4.60
Various	7	Seven Drug Standard Urine Lab Panel - Screen Only	\$ 5.00
Various	8	Eight Drug Standard Urine Lab Panel - Screen Only	\$ 5.25
Various	9	Nine Drug Standard Urine Lab Panel - Screen Only	\$ 5.50
Various	10	Ten Drug Standard Urine Lab Panel - Screen Only	\$ 5.75
H58/H59	11	Eleven Drug Standard Urine Lab Panel with Oxycodone - Screen Only	\$ 6.00
TBD	12	Ten Drug Standard Urine Lab Panel with Oxycodone and BUP - Screen Only AMP, BAR, BZO, BUP, COC, mAMP, MDMA, MTD, MOP, OXY, PPX, THC	\$ 7.00
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$ 11.50
P69	1	Specimen Validity Panel - Creatinine, pH & Specific Gravity	\$ 1.25

**Urine Lab Tests - Specialty Drugs**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
5210	1	Ambien (Zolpidem)	\$ 25.00
092	1	Buprenorphine - Screen Only	\$ 5.00
5292	1	Buprenorphine - Confirmation Only	\$ 11.50
2267	1	Carisoprodol (Soma) - Screen Only	\$ 8.00
5271	1	Carisoprodol (Soma) - Confirmation Only	\$ 15.00
1273	1	Cotinine (Nicotine metabolite) - Screen Only	\$ 5.00
1243	1	Dextromethorphan - Screen Only	\$ 8.00
5243	1	Dextromethorphan - Confirmation Only	\$ 15.00
N/A	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Add-On Screen Only *Price added on when built into standard panel	\$ 2.00
049 or 050	1	Ethyl Glucuronide (EtG) Alcohol Metabolite - Stand-Alone Screen Only	\$ 5.00
646 or 647	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$ 12.50
5504	1	Fentanyl	\$ 40.00
5503	1	GHB	\$ 50.00
094	1	Heroin metabolite (6-MAM) - Screen Only	\$ 3.50
5094	1	Heroin metabolite (6-MAM) - Confirmation Only	\$ 12.50
5501	1	Ketamine	\$ 15.00
5960	1	Kratom	\$ 80.00
1163	1	LSD	\$ 15.00
N/A	1	Oxycodone - Add-On Screen Only	\$ 1.00
098	1	Oxycodone - Stand-Alone Screen Only	\$ 5.00
5098	1	Oxycodone - Confirmation Only	\$ 11.50
091	1	Tramadol - Screen Only	\$ 8.00
5212	1	Tramadol - Confirmation Only	\$ 15.00

**Urine Lab Tests - Specialty Drug Panels**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
P45	Multi	Comprehensive Panel - Screen Only / Confirmation for additional fee of \$20.00 per drug. Detects over 600 brand name prescription drugs, illicit drugs, and alcohol.	\$ 50.00
P80	21	Designer Stimulants (Bath Salts) - Expanded Panel	\$ 30.00
P81	3	Designer Stimulants (Bath Salts) - Short Panel (MDPV, Mephedrone, Methyone)	\$ 18.00
6473	19	Synthetic Marijuana (K2/Spice) - Standard Panel	\$ 18.00
8474	30	Synthetic Marijuana (K2/Spice) - Premium Panel	\$ 45.00
5550	Multi	Steroid Testing	\$ 65.00



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**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids**

**Oral Fluid Lab Tests - Standard Drugs**

*Standard drugs include: Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methamphetamines, Opiates, Oxycodone, PCP.*

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2101001	N/A	Quantisal Oral Fluid Collection Device - <i>purchase required prior to testing</i>	\$ 2.00
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$ 12.50
Various	6	Six Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 6.00
Various	7	Seven Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 7.00
Various	8	Eight Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 8.00
Various	9	Nine Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 9.00
Various	10	Ten Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 10.00
Various	11	Eleven Drug Standard Oral Fluid Lab Panel - Screen Only	\$ 11.00
Various	6	Six Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 12.00
Various	7	Seven Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 13.00
Various	8	Eight Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 14.00
Various	9	Nine Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 15.00
Various	10	Ten Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 16.00
Various	11	Eleven Drug Standard Oral Fluid Lab Panel - Screen + Auto Confirm of Positives	\$ 17.00

**Oral Fluid Lab Tests - Specialty Drugs**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
N/A	1	Buprenorphine - Add to a screen only panel	\$ 1.00
N/A	1	Buprenorphine - Add to an automatic confirmation panel	\$ 1.50
F25	19	Synthetic Cannabinoids (K2/Spice)	\$ 18.00
	N/A	Designer Stimulants (Bath Salts)	\$ 25.00
	N/A	Tramadol	\$ 25.00

**Section III: Laboratory Supplemental Services**

**Problematic Specimen Charges and Additional Service Charges**

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$ 10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$ 10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$ 25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$ 100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$ 10.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$ 25.00
AFFD	Affidavits	\$ 100.00
INTP	Interpretations	\$ 100.00
STAT	STAT Testing Requests (Priority)	\$ 100.00
CORT	Telephonic or Webinar Court Testimony	\$ 250.00
	In-Person Court Testimony	\$700 per day + travel

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: 60 mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Destination per bid specifications.

**Specimen Shipment to RTL:** Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar (\$7.00) charge per shipment.



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**Section IV: On-Site Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0018	1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	\$0.33	\$8.25
01 102 0019	1	PANEL DIP 01 BARBITURATES 300 (BAR)	\$0.33	\$8.25
01 102 0022	1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	\$0.33	\$8.25
01 102 0189	1	PANEL DIP 01 COCAINE 150 (COC 150)	\$0.33	\$8.25
01 102 0001	1	PANEL DIP 01 COCAINE 300 (COC 300)	\$0.33	\$8.25
01 102 0036	1	PANEL DIP 01 ECSTASY 500 (MDMA)	\$0.33	\$8.25
01 102 0004	1	PANEL DIP 01 MARIJUANA 50 (THC)	\$0.33	\$8.25
01 102 0020	1	PANEL DIP 01 METHADONE 300 (MTD)	\$0.33	\$8.25
01 102 0190	1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	\$0.33	\$8.25
01 102 0002	1	PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)	\$0.33	\$8.25
01 102 0003	1	PANEL DIP 01 OPIATES 300 (MOP 300)	\$0.33	\$8.25
01 102 1977	1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	\$0.33	\$8.25
01 102 0037	1	PANEL DIP 01 OXYCODONE 100 (OXY)	\$0.33	\$8.25
01 102 0021	1	PANEL DIP 01 PHENCYCLIDINE 20 (PCP)	\$0.33	\$8.25
01 102 1971	1	PANEL DIP 01 PROPOXYPHENE 300 (PPX)	\$0.33	\$8.25
01 102 0023	1	PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)	\$0.33	\$8.25
01 102 0173	1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	\$0.45	\$11.25
01 191 6335	1	PANEL DIP 01 K2 SPICE 30 - <i>For Forensic Use Only</i>	\$2.00	\$50.00
01 102 0005	2	PANEL DIP 02 COC300/MOP300	\$0.67	\$16.75
01 102 0006	2	PANEL DIP 02 COC300/THC	\$0.67	\$16.75
01 102 0007	2	PANEL DIP 02 COC300/MAMP1000	\$0.67	\$16.75
01 102 0008	2	PANEL DIP 02 MAMP1000/THC	\$0.67	\$16.75
01 102 0030	2	PANEL DIP 02 MAMP1000/MOP300	\$0.67	\$16.75
01 102 0191	2	PANEL DIP 02 COC150/THC	\$0.67	\$16.75
01 102 0192	2	PANEL DIP 02 MAMP500/THC	\$0.67	\$16.75
01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	\$0.86	\$21.50
01 102 0010	3	PANEL DIP 03 COC300/MOP300/THC	\$0.86	\$21.50
01 102 0011	3	PANEL DIP 03 MAMP1000/MOP300/THC	\$0.86	\$21.50
01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	\$0.86	\$21.50
01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC	\$0.86	\$21.50
01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC	\$0.86	\$21.50
01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	\$1.13	\$28.25
01 102 0032	4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	\$1.13	\$28.25
01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	\$1.13	\$28.25
01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	\$1.13	\$28.25
01 102 0013	5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0015	5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	\$1.39	\$34.75
01 102 0033	5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$1.39	\$34.75
01 102 0047	5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	\$1.39	\$34.75
01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	\$1.39	\$34.75
01 102 0196	5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	\$1.39	\$34.75



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**Section IV: On-Site Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$1.62	\$40.50
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$1.62	\$40.50
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$1.62	\$40.50
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$1.62	\$40.50
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$1.62	\$40.50
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$1.62	\$40.50
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$1.62	\$40.50
01 102 0035	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC	\$1.89	\$47.25
01 102 0176	7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.89	\$47.25
01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.89	\$47.25
01 102 0169	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC	\$2.14	\$53.50
01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.14	\$53.50
01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC	\$2.14	\$53.50
01 102 1970	9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	\$2.40	\$60.00
01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/ THC	\$2.66	\$66.50
01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.66	\$66.50
01 102 0182	10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ THC	\$2.66	\$66.50
01 102 0183	10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.66	\$66.50
01 102 1943	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/MTD/MDMA/ THC	\$2.66	\$66.50
01 102 0184	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/ OXY/THC	\$3.19	\$79.75
01 102 0185	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/ PCP/THC	\$3.19	\$79.75
01 102 0186	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/ OXY/THC	\$3.19	\$79.75
01 102 0187	11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	\$3.19	\$79.75
01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/ OXY/PCP/PPX/THC	\$2.79	\$69.75
01 102 0188	12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/ MTD/OXY/PCP/THC	\$2.79	\$69.75
01 102 1957	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/MTD/ OXY/PCP/PPX/THC	\$2.79	\$69.75



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**Section IV: On-Site Drug & Alcohol Screening Devices**

**iCUP SUBSTANCE ABUSE TEST DEVICE – without adulteration**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2020	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC	\$3.20	\$80.00
01 102 2055	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP/MTD/OPI2000/PCP/TCA/THC	\$3.20	\$80.00
01 102 2028	13	iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC	\$5.00	\$125.00

**iCUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2032	4	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2033	4	iCup A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH)	\$2.25	\$56.25
01 102 2021	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2034	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2035	5	iCup A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2036	5	iCup A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2022	6	iCup A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2023	6	iCup A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2037	6	iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2038	8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.88	\$72.00
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	\$2.88	\$72.00
01 102 2039	9	iCup A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$3.11	\$77.75
01 102 2074	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PPX/THC w/adulteration (OX, CR, PH)	\$3.20	\$80.00
01 102 2129	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/ THC w/adulteration (OS, SG, PH, NI, GL, CR)	\$3.20	\$80.00
01 102 2027	12	iCup A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC w/adulteration (OX, SG, PH)	\$4.25	\$106.25

**INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2001	4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC	\$2.25	\$56.25
01 102 1974	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX/SG/PH/NI/GL/CR)	\$2.25	\$56.25
01 102 2005	5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC	\$2.25	\$56.25
01 102 2018	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC	\$2.25	\$56.25
01 102 2048	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC	\$2.25	\$56.25
01 102 2051	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR)	\$2.25	\$56.25
01 102 2141	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	\$2.48	\$62.00
01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	\$2.48	\$62.00
01 102 2008	8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC	\$2.88	\$72.00
01 102 2140	9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, SG, PH)	\$3.11	\$77.75
01 102 1985	10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/ PCP/THC	\$3.20	\$80.00
01 102 2096	12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/ MTD/OXY/PPX/THC	\$4.25	\$106.25





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**Section IV: On-Site Drug & Alcohol Screening Devices**

**ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - <i>FFUO</i>	\$5.60	\$140.00
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - <i>FFUO</i>	\$5.93	\$148.25
01 102 1960	6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - <i>FFUO</i>	\$5.00	\$125.00
01 102 2083	6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - <i>FFUO</i>	\$5.00	\$125.00
01 577 0105	5	Oratect Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC40 - <i>FDA Cleared</i>	\$10.24	\$256.00

**SALIVA/BREATH ALCOHOL PRODUCTS**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 362 0001	N/A	Instant Alcohol Saliva Test Strip - <i>FFUO</i>	\$0.80	\$20.00
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.30	\$46.00
01 094 0055	N/A	Alco-Screen Test (24/box)	\$1.35	\$32.40
01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	\$1.35	\$32.40

**REDISMOKE, PREGNANCY & ADULTERATION**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0140	1	Urine Cotinine (Nicotine Metabolite) Cassette Device - <i>FFUO</i>	\$0.85	\$21.25
01 102 1950	N/A	Urine Pregnancy Cassette (40/Box)	\$1.00	\$40.00
01 102 1910	7	One Step Validity Test (Seven Parameter) - <i>FFUO</i>	\$0.68	\$17.00

**COLLECTION SUPPLIES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031234	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz/ Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00

**Device Order Shipping & Handling:** Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Destination per bid specifications.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Redwood Toxicology Laboratory  
FOR THE PROVISION OF drug testing and supply SERVICES**

**TERM:**

**FROM:** July 1, 2017 **TO:** June 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.



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Rhiannon Baker

**SUBJECT:** Agreement between Inyo County and Discovery Point Preschool

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**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Discovery Point Preschool of Bishop, CA for compensation of services satisfactorily rendered to support child development activities of early childhood learning in Inyo County, in an amount not to exceed \$10,175.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020 First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensure First 5 support is available into the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address impacts of COVID-19 and the Stay-at-home order in Inyo County on young children and their families. At the June 25, 2020 First 5 Commission meeting, Commissioners approved a Community Grant Fund Request for Applications (RFA). The RFA specifies that funding will support projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Discovery Point Preschool application based on its merits at their August 27, 2020 meeting, in the amount of \$10,175.00, which shall be used to support social and emotional competence of early childhood care in Inyo County. These social and emotional competence activities include designing and installing a natural playground. Playing in nature has been shown to reduce children's feelings of stress and more time in nature shows that children feel less anxious and more secure and calm. The playscape proposed in this project will provide unstructured play that allows for challenge and creativity, helping children overcome fear and make decisions about risk.

We respectfully request your Board approve the agreement with Discovery Point Preschool and authorize the Chairperson to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability to award supportive grant funding.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Inyo Co. - Discovery Point Preschool Community Grant Contract

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 9/24/2020
Darcy Ellis	Approved - 9/24/2020
Rhiannon Baker	Approved - 9/28/2020
Melissa Best-Baker	Approved - 9/28/2020
Marilyn Mann	Approved - 9/29/2020
Marshall Rudolph	Approved - 9/29/2020
Amy Shepherd	Approved - 9/29/2020
Marilyn Mann	Final Approval - 9/29/2020

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (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 \_\_\_\_\_, whose title is: \_\_\_\_\_. 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 \_\_\_\_\_ to \_\_\_\_\_ 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 \_\_\_\_\_ 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. 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.

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of 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.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

**13. 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.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_ Department  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_ Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ 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

\_\_\_\_\_  
Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:**

**SUBJECT:** Ratify Contract between Cascade Software Systems, Inc. and the County of Inyo for Road Cost Accounting, Maintenance & Support Services for FY 2020-2021.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Valsoft Corporation Inc. dba Cascade Software Systems, Inc. for the provision of Software Maintenance and Support Services for the Road Department's Cost Accounting Program (CAMS), in an amount not to exceed \$19,155.05 for the period of July 1, 2020 through June 30, 2021, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Your Board on March 21, 1995 approved the contract and installation of the Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract; however, this would cause hardship on the department due to the lack of any other vendor that provides software services that are specifically programmed around California's Road reporting requirements.

**OTHER AGENCY INVOLVEMENT:**

County Counsel for review

Auditor for review and payments

Risk Management

Cascade Software, Inc.

**FINANCING:**

Budgeted in the Road Department Budget Unit, 034600, Professional Services object code, 5265.

**ATTACHMENTS:**

1. Cascade Software Agreement

**APPROVALS:**

Justine Kokx	Created/Initiated - 9/18/2020
Breanne Nelums	Approved - 9/22/2020
Michael Errante	Approved - 9/22/2020
Darcy Ellis	Approved - 9/23/2020
Aaron Holmberg	Approved - 9/23/2020
Marshall Rudolph	Approved - 9/24/2020
Amy Shepherd	Approved - 9/25/2020
Grace Chuchla	Approved - 9/25/2020
Michael Errante	Final Approval - 9/25/2020

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Valsoft Corporation Inc.  
dba Cascade Software  
7405 Transcanada Hwy, Suite 100  
Montreal, Quebec, H4T1Z2  
(CONTRACTOR)

County of Inyo  
Department of Public Works  
P.O. Drawer Q  
Independence, CA 93526  
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 13th day of July, 2020, by and between the County of Inyo, a political subdivision of the State of California, located at Independence, California, (hereinafter referred to as the "COUNTY"), and Valsoft Corporation Inc., dba Cascade Software Systems, a Quebec, Canada corporation, having its principal place of business at 7405 Transcanada Highway, Suite 100, Montreal, Quebec, H4T1Z2 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

**Section 1**  
**DEFINITIONS**

**1.1 "CAMS"** shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Inyo County Department of Public Works.

**1.2 "Confidential Information"** shall mean private information of COUNTY personnel files or

other files which if disclosed to a third party could result in a compromise of the interests of the COUNTY or its personnel.

**1.3 "CONTRACTOR"** shall mean Cascade Software Systems, Inc.

**1.4 "COUNTY"** shall mean the County of Inyo.

**1.5 "Minor Problem"** shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

**1.6 "Major Problem"** shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

## **Section 2**

### **SCOPE OF WORK**

#### **2.1 Nature of Work**

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

#### **2.2 CAMS Maintenance**

CONTRACTOR shall provide CAMS Maintenance as follows:

##### **2.2.1 Introduction**

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

##### **2.2.2 Notification and Determination of Problem Magnitude**

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.). During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

##### **2.2.3 Performance Effort for Minor and Major Problem**

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

### **2.3 CAMS System Services**

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY – total cost shall not exceed \$ 1,500.00. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

### **2.4 Telephone Support**

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS. CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more that one hour per week.

## **Section 3**

### **AMENDMENTS AND MODIFICATIONS**

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

## **Section 4**

### **PAYMENTS**

#### **4.1 CAMS Maintenance**

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on July 1, 2020, a fee for a total of \$ 19,155.05. COUNTY and CONTRACTOR have agreed that the rates to be charged by CONTRACTOR for performing such services are those as set forth in Attachment A hereto. In addition CONTRACTOR will perform all System Updates Installation services for COUNTY in exchange for the fee specified by Attachment B hereto.

#### **4.2 Invoices and Prompt Payment Due**

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of  
a  
valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services;  
or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Inyo  
Department of Public Works  
P.O. Drawer Q  
Independence, CA 93526

## **Section 5**

### **PROJECT MANAGEMENT AND REPORTING**

#### **5.1 COUNTY Project Manager**

Upon execution of this Agreement, COUNTY shall appoint the Inyo County Road Department Fiscal Supervisor as the Project Manager. The CONTRACTOR shall appoint Aad F. Alkemade as the Contractors' Project Manager. The Contractors' Project Manager shall not be

changed without the prior written consent of the COUNTY.

## **Section 6**

### **TERM AND TERMINATION**

**6.1.** This Agreement shall commence on the date first written above and shall continue for one year thereafter. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

**6.2** Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other.

## **Section 7**

### **INDEMNIFICATION AND LIABILITY**

**7.1** If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

**7.2** 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 damage which was caused by the sole negligence or willful misconduct of the County.

## **Section 8**

### **INSURANCE**

**8.1** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The required insurance specifications are attached as "2020 Cascade Insurance Specs.pdf" and are incorporated here by reference.

## **Section 9**

### **SECURITY COMPLIANCE**

**9.1** CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

**9.2** CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

**9.3** Within seven (7) days of expiration or termination of this Agreement, as provided herein,

CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

#### **Section 10**

##### **ENTIRE AGREEMENT**

**10.1** This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

#### **Section 11**

##### **ENFORCEMENT**

**11.1** This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

#### **Section 12**

##### **INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

#### **Section 13**

##### **WAIVER**

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

#### **Section 14**

##### **SEVERABILITY**

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.



WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

**CONTRACTOR**

**Valsoft Corporation dba Cascade Software**

By: \_\_\_\_\_  
Ayren M Spinner, COO, Cascade Software

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

Taxpayer ID No.: 93-1180136

**CUSTOMER**

**INYO COUNTY – DEPARTMENT OF PUBLIC WORKS**

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

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

Attachment B: Insurance Requirements for Professional Services  
Cascade Software Systems

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**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.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.

**Professional Liability (Errors and Omissions):** appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

### **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 Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

#### **Acceptability of Insurers**

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

#### **Claims Made Policies**

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

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

**Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

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

**Special Risks or Circumstances**

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

-end-



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 13, 2020

**FROM:** Public Works

**SUBJECT:** Request an Amendment to Fiscal Year 2020-2021 Water Systems Budget and request to award bid.

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**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2020-2021 Water Systems Budget 152199 as follows: increase appropriation in Construction in Progress (5700) by \$30,000 (*4/5ths vote required*); and B) award the contract for the Independence Water Main Installation Project to Lake Arrowhead Construction dba Trinity Construction, Inc. of Blue Jay, CA in an amount not to exceed \$191,983.97.

**SUMMARY/JUSTIFICATION:**

We are asking your Board to amend the Fiscal Year 2020-2021 Water Systems Budget in order to award the construction contract for the Independence Water Main Installation Project to Trinity Construction, Inc., of Blue Jay, CA, in an amount not to exceed \$191,983.97. The request for the higher increase in budget is due to the possibility of change orders being requested during the duration of the project.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Independence water main is currently on-grade (i.e. not buried) and is vulnerable both to vandalism and the elements in its current location. This project, which has received a grant through the USDA to partially fund this project, is to bury the pipe under 3 feet of fill and install needed valves. The engineers estimate for the project, including pressure testing, was approximately \$160,900, however, the low bidder was \$191,983.97. A budget amendment is required to rectify this discrepancy.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to award this contract, however this is not recommended as the low bidder has been deemed responsive and has completed projects of similar magnitude.

**OTHER AGENCY INVOLVEMENT:**

The USDA is providing a 45% matching grant for this project, which can provide up to \$145,478 of funding for the project. This grant is being administered through the Rural Development agency within USDA.

**FINANCING:**

This will be paid out of the Water Systems Budget (152199), Construction In Progress object code (5700). This amendment is requested due to construction bids coming in higher than expected. Increase from \$180,000 to

\$210,000 due to possibility of change orders. There is sufficient fund balance to cover this increase.

**ATTACHMENTS:**

1. Trinity Construction Contract
2. Indy Main Bid Tabulation

**APPROVALS:**

Jacob Trauscht	Created/Initiated - 10/6/2020
Darcy Ellis	Approved - 10/6/2020
Jacob Trauscht	Approved - 10/7/2020
Breanne Nelums	Approved - 10/7/2020
Michael Errante	Approved - 10/7/2020
Denelle Carrington	Approved - 10/7/2020
Marshall Rudolph	Approved - 10/7/2020
Amy Shepherd	Final Approval - 10/7/2020

# **CONTRACT AND BOND FORMS FOR**

**INDEPENDENCE WATER MAIN INSTALLATION PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond  
Insurance Requirements

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

**Lake Arrowhead Construction dba Trinity Construction, Inc. , CONTRACTOR**

**for the**

**INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, October 13, 2020, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Lake Arrowhead Construction dba Trinity Construction, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **INDEPENDENCE WATER MAIN INSTALLATION PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 14 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 ninety-one thousand nine hundred eighty-three and 97/100 dollars (\$ 191,983.97 ), 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 May, 2020, 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 May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

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

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

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

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

**10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Contractor: Lake Arrowhead Construction dba Trinity Construction, Inc  
PO Box 246  
Blue Jay, CA 92317  
\_\_\_\_\_

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

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

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

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

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

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

**22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

**23. CONTRACT SUBJECT TO MASTER LEASE.** It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor's activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.

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

**25. 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.

**26. 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.

27.

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT 1**

**Independence Water Main Installation PROJECT**

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

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

Lake Arrowhead Construction dba Trinity Construction, 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 Oblige, hereinafter called County, in the amount of **One hundred ninety-one thousand nine hundred eighty-three and 97/100** dollars (\$ **191,983.75** ), 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 October 13, 2020, entered into an Contract with the County for the Construction of the **INDEPENDENCE WATER MAIN INSTALLATION PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

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

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

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

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

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

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

ATTACHMENT 2

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that Lake Arrowhead Construction dba  
(Name of Contractor)

Trinity Construction, Inc. 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 ninety-one thousand nine hundred eighty-three and 97/100 dollars (\$ 191,983.75 ) 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 October 13, 2020, entered into an Contract with the County for the construction of the INDEPENDENCE WATER MAIN INSTALLATION 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.

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

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

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

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

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

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LAKE ARROWHEAD CONSTRUCTION DBA TRINITY CONSTRUCTION, INC.  
FOR THE INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

**TERM:  
FROM: 10/13/2020 TO: 12/31/2020**

**SEE ATTACHED INSURANCE PROVISIONS**

## Insurance Requirements for Smaller Construction Contracts

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) 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, \$2,000,000 aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below and in the original bid form.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### OTHER INSURANCE PROVISIONS

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

#### Additional Insured Endorsement

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 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). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

#### Waiver of Subrogation

## **Insurance Requirements for Smaller Construction Contracts**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### **Primary Coverage**

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 Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### **Self-Insured Retentions**

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

### **Property Installation Floater**

Inyo County shall retain the option to require Contractor to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment during construction under the agreement. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)**

If any coverage required is written on a claims-made coverage form:

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

## **Insurance Requirements for Smaller Construction Contracts**

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

### **Acceptability of Insurers**

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

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Special Risks or Circumstances**

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



## COUNTY OF INYO BID TABULATION

**Project Title & Bid No.** Independence Water Main Installation

**Bid Opening Date:** September 30<sup>th</sup>, 2020

**Location:** County Admin Center

	BIDDER NAME	Base Bid	Bid Additive	Total Base Bid and Additive	Bond
1.	Chaffee Construction	\$419,013.00	\$43,700.00	\$462,713.	X
2.	F.W. Carson Co.	\$558,158.00	\$36,000.00	\$594,258.00	X
3.	Spiess Construction Co.	\$222,137.00	\$8,800.00	\$230,937.00	X
4.	Trinity Construction Co.	\$191,983.97	\$19,883.62	\$211,867.60	X
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Darcy Ellis

Present: Denelle Carington



Amy Shepherd  
Auditor- Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391



**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
[cmartindale@inyocounty.us](mailto:cmartindale@inyocounty.us)

KORTNI GIRARDIN  
Payroll Analyst III  
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HEATHER WILLIAMS  
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[hwilliams@inyocounty.us](mailto:hwilliams@inyocounty.us)

IVONNE BUNN  
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SHIELA WARD  
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[sward@inyocounty.us](mailto:sward@inyocounty.us)

CYNTHIA OROZCO  
Office Technician I  
[corozco@inyocounty.us](mailto:corozco@inyocounty.us)

October 06, 2020

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: , Deputy  
RUSTY HUERTA

# STATEMENT

## MONEY IN COUNTY TREASURY

**FOR JULY TO SEPTEMBER 2020**

STATE OF CALIFORNIA  
COUNTY OF INYO

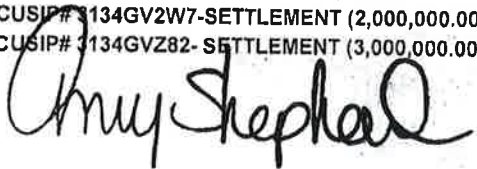
The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending September 28, 2020.

Amount of money that should be in the treasury on September 28, 2020

is	\$165,360,718.98	
Receipts from 7/01/20-09/28/20	\$47,329,828.00	
(Less paid warrants) Amount actually therein is	(\$49,550,901.91)	
Active Balance		\$4,404,084.79
Silver		\$30.71
Currency		\$359.00
Certificates of Deposit		\$145,214,909.00
CD		\$10,410,000.00
Local Agency Debt		\$637,416.85
Deposits on Hand		
Corp Obligation		\$0.00
	163,139,645.07	\$160,666,800.35

Difference:

- |  |  |
|--|--|
| 4/20/20 LAIF: ST CONTROLLER ERROR Q3-INT (0.36)    | 9/28/20 REMOTE DEPOSIT IN TRANSIT 9/25 (9,592.66)    |
| 6/30/20 AUD PY: PERS-PIONEER27459 (429.63)         | 9/28/20 REMOTE DEPOSIT IN TRANSIT 9/2 (18,311.90)    |
| 6/20/30 AUD PY: PERS-PIONEER CLASSIC 969 (1776.77) | 9/28/20 VAULT DEPOSIT IN TRANSIT (30,942.00)         |
| 6/30/20 ICOE: PERS (81,800.33)                     | 9/28/20 ED#9703 POOL DEPOSIT XFER-CK#2014 (1,368.93) |
| 6/30/20 ICOE: PERS (128,117.24)                    |  |
| 6/30/20 CUSIP# 17284DDN9-MATURITY \$248,000.00     |  |
| 6/30/20 CUSIP# 401228AW1-MATURITY \$245,000.00     |  |
| 6/30/20 CUSIP# 88241TAV-FULL CALL \$248,000.00     |  |
| 6/30/20 CUSIP# 3134GUN30-FULL CALL 2,000,000.00    |  |
| 6/30/20 VAULT DEPOSIT IN TRANSIT \$58,495.00       |  |
| 6/30/20 CUSIP# 3134GV2W7-SETTLEMENT (2,000,000.00) |  |
| 6/30/20 CUSIP# 3134GVZ82-SETTLEMENT (3,000,000.00) |  |



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

Subscribed and sworn to before me this 8th day of 2020




\_\_\_\_\_  
Assistant Clerk of the Board of Supervisors  
INYO COUNTY