

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: Today's meeting is accessible to the public via Zoom webinar 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.

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 Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your 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.

July 6, 2021 - 8:30 AM

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: one potential case.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio. MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer 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.
5. **PLEDGE OF ALLEGIANCE**
 6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 7. **PUBLIC COMMENT**
 8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 9. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Sandra Facincani, Child Support Officer, Child Support Services; and Daniela Alvarado, Office Clerk III, HHS.
 10. **COVID-19 STAFF REPORT**

CONSENT AGENDA (Approval recommended by the County Administrator)

11. **Child Support Services** - Request Board: A) declare Media Solutions of Sacramento, CA a sole-source provider of digital advertising; and B) authorize issuance of a purchase order in the amount of \$30,000 payable to Media Solutions of Sacramento, CA for the provision of four-week webinar series and video promotion for Child Support Awareness Month 2021.
12. **Clerk of the Board** - Request Board appoint Ms. Gaye Mueller to an unexpired four-year term on the Inyo Fish & Wildlife Commission ending October 6, 2021.
13. **County Administrator - Information Services** - Request Board authorize the annual payment for the agreement between Superior LLC and the County of Inyo for Cash Receipting Maintenance and OS Support Maintenance, MKSSQL Support for the ONESolution Enterprise Finance, Database Management, Micro Focus Server Maintenance and Accounting System, in an amount not exceed \$52,000.00 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.
14. **County Administrator - Motor Pool** - Request Board: A) declare Inyo Mono Body Shop of Bishop, CA a sole-source provider of an emergency body repair of 2 Sheriff vehicles; and B) authorize the issuance of a purchase order in an amount not to exceed \$14,029.93, payable to Inyo Mono Body Shop of Bishop, CA.
15. **County Administrator - Personnel** - Request Board approve the side letter with Inyo County Probation Peace Officer Association and the County of Inyo, effective July 8, 2021, and authorize the Chairperson to sign.
16. **County Administrator - Personnel** - Request Board approve and authorize the Chairperson to sign: A) Resolution No. 2021-37 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent;" and B) Resolution No. 2021-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolutions

Pertaining to that Subject to the Extent They Are Inconsistent."

17. **County Administrator - Personnel** - Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services-General Labor and Employment Advice, in the amount of \$320,000 for the term of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon all appropriate signatures being obtained.
18. **County Administrator - Risk Management** - Request Board approve the payment of Fiscal Year 2021-2022 California State Association of Counties (CSAC) dues in the amount of \$13,411, contingent upon adoption of the Fiscal Year 2021-2022 Budget.
19. **Health & Human Services** - Request Board approve a payment to Health Management Associates, Inc. (HMA) in the amount of \$21,498.89 for unspent grant funds used to expand access to Medical Assisted Treatment in County criminal justice settings.
20. **Public Works** - Request Board approve the plans and specifications for the HSIP Centerline Striping Project and authorize the Public Works Director to advertise the project.

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

21. **Water Department** - Request Board approve the 2021-2022 Fiscal Year Lower Owens River Project Annual Work Plan, implementation of which is contingent on approval by the L.A. Board of Water and Power Commissioners.
22. **Agricultural Commissioner** - Request Board approve Resolution No. 2021-39, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Urging Adoption of the Federal Weekly Hours Standard for Shepherders in California," and authorize the Chairperson to sign.
23. **Public Works** - Request Board consider two (2) Letters of Interest received for two (2) vacancies on the County Service Area No. 2 Advisory Committee, and appoint two of the individuals to four-year terms ending July 6, 2025.
24. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the agreement between the County of Inyo and Bakersfield Recovery Services, Inc. of Bakersfield, CA for the provision of residential alcohol and drug treatment services in an amount not to exceed \$25,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign contract and QSO/BA Agreement, contingent upon all appropriate signatures being obtained.
25. **Health & Human Services - Fiscal** - Request Board ratify and approve a contract with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of \$1,134,754.00 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

26. **Environmental Health** - Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to December 31, 2021 and increasing the contract by \$60,000 for a total not-to-exceed amount of \$140,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
27. **Public Works** - Request Board ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Sierra Employment Services, Inc., extending the term date through September 30, 2021 and increasing the contract by \$10,000 for a total not-to-exceed amount of \$30,000, contingent upon the Board's adoption of Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
28. **County Administrator - Recycling & Waste Management** - Request Board: A) ratify and approve the contract between the County of Inyo and Geo-Logic Associates, Inc. for Solid Waste Engineering Services, with a term of three (3) years from July 1, 2021 to June 30, 2024, with two optional one-year extensions, for a five-year not-to-exceed amount of \$766,959.00, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
29. **County Administrator - Recycling & Waste Management** - Request Board ratify and approve the contract between the County of Inyo and TEAM Engineering & Management, Inc. of Bishop, CA for the provision of Landfill Monitoring & Reporting Services for the period of July 1, 2021 through June 30, 2024 (with the two one-year extensions), in an amount not to exceed \$913,309 contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
30. **County Administrator - Personnel** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Leslie Chapman for provision of professional services as Assistant County Administrator at a monthly salary of \$12,365, effective July 8, 2021, and authorize the County Administrator to sign.
31. **County Counsel** - Request Board consider and potentially approve proposed "Inyo County Policy Regarding Officers and Employees Waiving Compensation," and provide any desired direction to staff.
32. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of June 1, June 8, and June 15, 2021, and the special meeting of June 29, 2021.

CORRESPONDENCE - ACTION

33. **Inyo Council for the Arts** - Request Board approve Inyo Council for the Arts' request to close Millpond Recreation Area to the public from 8 a.m. Friday, September 17, 2021 through 8 p.m. Sunday, September 19, 2021 in order to accommodate the 29th Annual Millpond Music Festival.

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

34. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

35. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health and safety.



County of Inyo



Child Support Services

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Amy Weurdig

SUBJECT: Purchase Order with Media Solutions

RECOMMENDED ACTION:

Request Board: A) declare Media Solutions of Sacramento, CA a sole-source provider of digital advertising; and B) authorize issuance of a purchase order in the amount of \$30,000 payable to Media Solutions of Sacramento, CA for the provision of four-week webinar series and video promotion for Child Support Awareness Month 2021.

SUMMARY/JUSTIFICATION:

The Office of Communication and Public Affairs has asked Eastern Sierra Child Support to aid them doing a statewide outreach campaign. The goal of the campaign is multi-factor in addressing the narrative of Child Support. California continues to see an annual decline in child support caseloads and a subsequent decline in payments to needy children. This decline may be attributed to low awareness of the offerings provided by Child Support Services and a negative perception of the child support program. The goal of the paid media effort is to raise awareness of child support services among single parents unlikely to be referred by Temporary Assistance for Needy Families (TANF) to increase awareness of Child Support Services and its programs. By using paid digital advertising, Child Support Services will have the opportunity to retool outreach language to change public perception and increase awareness of the child support program. The paid digital advertising will run in August 2021, as part of the national and statewide observance of Child Support Awareness Month that takes place annually in August.

To secure the paid media effort, the Department of Child Support Services (DCSS) will work with Media Solutions, a media buying agency with proven success. Currently, the state office of Child Support Services has been working with Media Solutions to purchase media that was developed during a grant funded project to raise awareness of Child Support. Media Solutions implemented a digital advertising campaign targeting the identified audience. With the new funds, Media Solutions can implement the same digital advertising effort which has already proven to be successful. Media Solutions will track all paid advertising efforts and report on the success of the campaign through reach and clicks. Media Solutions is the sole owner of this custom developed Child Support media campaign.

The total digital advertising buy is \$30,000 and the media will be distributed across a four-week period, throughout the entire state of California. *Ads in both English and Spanish are planned for Facebook, Instagram, and LinkedIn* and possibly keyword search. During the four-weeks, Media Solutions estimates 680K-1.7M total impressions and 8.8K-30.8K total clicks. DCSS has committed to reimburse Eastern Sierra Child Support the full

amount of the media buy through a one time allocation of funds for this effort.

The requested paid digital advertising effort will benefit all county and regional child support offices by increasing awareness and soliciting behavior change among the target population, with the goal of opening cases to help more families, and as a result, increased federal funding for child support agencies. This opportunity, shows the agility of Eastern Sierra Child Support to assist, statewide, the message of Child Support for all child support agencies. We have been honored to be asked to help with this media buy and feel the visibility and flexibility of our agency and county officials will send a strong message to DCSS, that we care about the families in our community.

BACKGROUND/HISTORY OF BOARD ACTIONS:

California continues to see an annual decline in child support caseloads and a subsequent decline in payments to needy children. This decline may be attributed to low awareness of the offerings provided by Child Support Services and a negative perception of the child support program. The goal of the paid media effort is to raise awareness of child support services among single parents unlikely to be referred by Temporary Assistance for Needy Families (TANF) to increase awareness of Child Support Services and its programs. By using paid digital advertising, Child Support Services will have the opportunity to retool outreach language to change public perception and increase awareness of the child support program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve purchase order/contract. This would mean that increased awareness and behavior change among the target population is not achieved via the paid media digital effort, contributing to the continued decline in child support payments to needy children. Lost opportunity to work directly with DCSS on a state wide project to improve the narrative of Child Support during a critical month - August - for Child Support Awareness Month.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The \$30,000 advertising buy will be a claimed expense by Eastern Sierra. The California Department of Child Support Services will provide Eastern Sierra Department of Child Support Services with a one-time increase to its budget allocation to offset these expenses as part of the department's budget reallocation process, typically in the Fall.

ATTACHMENTS:

1. Media Solutions Digital Ad Buy Proposal
2. Purchase Justification: Digital Ad Buy

APPROVALS:

| | |
|------------------|-------------------------------|
| Eryn Clark | Created/Initiated - 6/14/2021 |
| Amy Weurdig | Approved - 6/14/2021 |
| Darcy Ellis | Approved - 6/14/2021 |
| Eryn Clark | Approved - 6/16/2021 |
| Marshall Rudolph | Approved - 6/16/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Sue Dishion | Final Approval - 6/28/2021 |



Eastern Sierra Child Support Services
 Digital Media Proposal

Date: 5/26/2021
Campaign: Child Support Awareness Month
Focus: Child Support 101 Webinar Series
Flight: Video Promotion
Geo: ZIP Codes
Target: Single Adults 18+, with kids, HHI \$50K-
Goal: Qualified Traffic direct to Website for Video Views
Budget: \$30,000

| MEDIA TYPE | STRATEGY | EST. DAILY IMPRESSIONS | EST. DAILY CLICKS | EST. TOTAL IMPRESSIONS | EST. TOTAL CLICKS |
|---|---|------------------------|-------------------|------------------------|-------------------|
| Facebook/IG/LinkedIn – 4 weeks August 2021 (dates TBD) | Target: English & Spanish Speaking Age Targets: Single Adults 18-44 Buy Type: CPC; Retargeting included | 17.6K – 43.2K | 222 – 520 | 680M – 1.7M | 8.8K – 20.8K |

Purchase Justification – Digital Advertising

California continues to see an annual decline in child support caseloads and a subsequent decline in payments to needy children. This decline may be attributed to low awareness of the offerings provided by Child Support Services and a negative perception of the child support program. The goal of the paid media effort is to raise awareness of child support services among single parents unlikely to be referred by Temporary Assistance for Needy Families (TANF) to increase awareness of Child Support Services and its programs. By using paid digital advertising, Child Support Services will have the opportunity to retool outreach language to change public perception and increase awareness of the child support program. The paid digital advertising will run in August 2021, as part of the national and statewide observance of Child Support Awareness Month that takes place annually in August.

Digital advertising uses specialized computer systems, programs, and vast databases of information gathered online about computer and mobile users' behavior, locations, interests, and preferences. Overall, people using the Internet with any device to shop, read, access news, use social media, and watch videos, movies, or television, creates data profiles that allow advertisers to target them by gender, age range, employment status, marital status, number of children in the home, or interest in various activities (e.g., sports, sewing, cooking, etc.). The target audience for the paid media effort requested by the Department of Child Support Services is defined as single parents, both male and female, ages 18 to 44, with minor children in the household in California. Through geo-targeting (ZIP code-based targeting), digital advertising computers will serve Child Support Services ads to the intended audience to achieve our goals of awareness and behavior change.

To secure the paid media effort, the Department of Child Support Services will work with Media Solutions, a media buying agency with proven success. Currently, the state office of Child Support Services is working with Media Solutions for a grant funded by the Office of Child Support Enforcement. During the grant project, Media Solutions implemented a digital advertising campaign targeting the identified audience. With the new funds, Media Solutions can implement the same digital advertising effort which has already proven to be successful. Media Solutions will track all paid advertising efforts and report on the success of the campaign through reach and clicks.

The total digital advertising buy is \$30,000 and funds will be distributed across a four-week period. Ads in both English and Spanish are planned for Facebook, Instagram, and LinkedIn and possibly keyword search. During the four-weeks, Media Solutions estimates 680K–1.7M total impressions and 8.8K–30.8K total clicks. The \$30,000 advertising buy will be a claimed expense by Eastern Sierra. The California Department of Child Support Services will provide Eastern Sierra with a one-time increase to its budget allocation to offset these expenses as part of the department's budget reallocation process, typically in the Fall.

The requested paid digital advertising effort will benefit all county and regional child support offices by increasing awareness and soliciting behavior change among the target population, with the goal of opening cases to help more families, and as a result, increased federal funding for child support agencies.



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Appointment to Fish & Wildlife Commission

RECOMMENDED ACTION:

Request Board appoint Ms. Gaye Mueller to an unexpired four-year term on the Inyo Fish & Wildlife Commission ending October 6, 2021.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. Toby Dickinson passed away in May of this year. At the time of his passing, he was serving on the Inyo Fish & Wildlife Commission. Subsequently, the secretary of the Fish & Wildlife requested that the Assistant Clerk of the Board advertise the unexpected vacancy, along with an existing vacancy in the Alternate position. (The Alternate position was vacated when Mr. Dickinson was appointed by your Board to a regular-member term.)

In response to a published Notice of Vacancy, the Assistant Clerk of the Board received a single letter of interest - from Ms. Gaye Mueller.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may direct staff to reopen the recruitment period for the Alternate position, or for both available terms. The latter option is not recommended. Also, the Commission has asked that we hold off on re-advertising the Alternate position until they can drum up additional interest in the position.

OTHER AGENCY INVOLVEMENT:

Inyo Fish & Wildlife Commission

FINANCING:

N/A

ATTACHMENTS:

1. Gaye Mueller - Fish & Wildlife Commission
2. Notice of Vacancy - Inyo Fish & Wildlife Commission

APPROVALS:

Darcy Ellis

Created/Initiated - 6/28/2021

Darcy Ellis

Final Approval - 6/28/2021

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Gaye Mueller
315A East Pine Street
Bishop, CA 93514

June 14, 2021

RECEIVED
'21 JUN 14 AM 11:12
INYO CO ADMINISTRATOR
CLERK OF THE BOARD

Dear Inyo County Board of Supervisors,

I am applying to be a Commissioner on the Inyo County Fish & Wildlife Commission until the end of the current term expiring on Oct. 6, 2021. Having served on the Mono County Fish & Wildlife Commission for 12 years (6 of those as Chair) until it disbanded this June, I feel that I could be a valuable contributor to the Inyo Commission.

I have been a resident of Inyo County and resided at this address for 40 years. With considerable knowledge of the fisheries of the Eastern Sierra, I have ideas for seeing Mt. Whitney Hatchery reach new heights thru the acquisition of the hatchery by Inyo County. Acting as liaison between the 2 Commissions, I have attended meetings at the Inyo Commission since 2009. I have acquired numerous data on historical stocking by CDFW since the 70's for both counties plus lots of other valuable information.

As Executive Director for Mono Council for the Arts, we launched Trail of the Trout in 2007 to introduce the new arts council. This gave me the opportunity to meet and network with all fishing partners resulting in Tim Alpers, Emil Rummel and John Fredrickson teaching me all they knew about the ES fishing industry! Since then, I have nurtured a working relationship with the CA Dept. of Fish & Wildlife, Berkley/Pure Fishing, Desert Springs Trout Farm, other Central Sierra F & W Commissions, as well as numerous resort owners of local marinas. I also have grant writing skills and connections for grants.

For the past 12 years, I have produced the Kids Fishing Festival in Mammoth Lakes. I am working with CDFW to bring more kids fishing events to the ES. A working partnership is so important to get our kids out of the house and hooked on fishing (and hunting). Our kids are our future!

I see a necessity for bringing more diploid trout into Eastern Sierra waters and have reached out to Russell Black for ideas now that CDFW has had to decrease stocking. I am currently working on a plan for the ES to purchase reproducible rainbows to stock in our waters. You will be hearing more about this.

Thank you for considering my request to serve on the Inyo County Fish & Wildlife Commission. I feel that I could offer much to this commission and our economy.

Sincerely,
Gaye Mueller (760)937-2942

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

May 27th,
In the year of **2021**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
27th Day of May, 2021



Signature

This space is for County Clerk's Filing Stamp

CLERK OF THE BOARD
INYO CO ADMINISTRATOR

RECEIVED
21 JUN 3 AM 8:16

Proof of Publication of Public Notice

NOTICE OF VACANCY INYO FISH & WILDLIFE COMMISSION

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two (2) unfinished four-year terms on the Inyo Fish & Wildlife Commission: a term for a regular member ending October 6, 2021 and a term for an alternate ending October 6, 2021. (Because these are empty, unexpired terms, the individuals appointed at the conclusion of this recruitment will need to apply for reappointment in October if they wish to serve a full term.)

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before **Wednesday, June 16, 2021** at 5:00 p.m. Postmarks are not accepted.

For more information, contact the Clerk of the Board's Office at (760) 878-0373. (IR 05.27, 2021 #20663)



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Rochelle Romo

SUBJECT: Annual Payment Regarding ONESolution Enterprise Finance and Accounting System

RECOMMENDED ACTION:

Request Board authorize the annual payment for the agreement between Superior LLC and the County of Inyo for Cash Receipting Maintenance and OS Support Maintenance, MKSSQL Support for the ONESolution Enterprise Finance, Database Management, Micro Focus Server Maintenance and Accounting System, in an amount not exceed \$52,000.00 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

The most recent annual maintenance agreement signed by the County in 2014 ensures that basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost increases of the annual maintenance are defined in the Licensing Agreement signed by the County in 2006. "Superior reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, according to the Maintenance agreement signed by the County in 2014, as long as the County is more than two (2) releases behind the then-current new release, an additional surcharge of 10% is imposed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All county departments use and heavily rely upon ONESolution to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 7/1/2021 to 6/30/2022 is requested in the Information

Services FY 2021/2022 budget 011801-5177 (Maintenance Computer Systems).

ATTACHMENTS:

1. Superion Agreement
2. Invoice 321959
3. Invoice 317856

APPROVALS:

| | |
|-----------------|-------------------------------|
| Rochelle Romo | Created/Initiated - 6/28/2021 |
| Rochelle Romo | Approved - 6/28/2021 |
| Darcy Ellis | Approved - 6/28/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Scott Armstrong | Final Approval - 7/1/2021 |



SUPERIOR, LLC
(fka Ramundsen Public Sector, LLC)
1000 Business Center Drive
Lake Mary, FL 32746

April 25, 2017

Re: Acquisition of SunGard Public Sector LLC

To Whom It May Concern:

This letter is being provided in an effort to summarize the various transactions involved in the acquisition of SunGard Public Sector LLC ("SunGard Public Sector") by Ramundsen Holdings, LLC ("Ramundsen Holdings"), which acquired the assets of SunGard Public Sector's Public Administration and Public Safety Business, and PowerSchool Group LLC ("PowerSchool"), which acquired the assets of SunGard Public Sector's K-12 Education Business. Ramundsen Holdings and PowerSchool are both affiliates of Vista Equity Partners Management, LLC ("Vista"), and they worked in cooperation to acquire SunGard Public Sector and split up the two distinct business units as indicated above. Below is a high-level overview of the sequence of transactions that were undertaken.

1. **Sale of SunGard Public Sector from FIS to PowerSchool.** Pursuant to the Unit Purchase Agreement, dated as of December 6, 2016, by and between SunGard Public Sector, PowerSchool, Ramundsen Holdings, Fidelity National Information Services, Inc. ("FIS"), and the other parties thereto, PowerSchool acquired 100% of the issued and outstanding units of SunGard Public Sector.
2. **Split of Public Administration and Public Safety Business from K-12 Education Business by PowerSchool.** Pursuant to the Contribution and Technology Transfer Agreement, dated as of February 1, 2017, by and between SunGard Public Sector and Ramundsen Public Sector, LLC ("Ramundsen Public Sector"), SunGard Public Sector contributed all assets primarily related to the Public Administration and Public Safety Business to Ramundsen Public Sector in exchange for 100% of the interests in Ramundsen Public Sector.
3. **Sale of Public Administration and Public Safety Business from PowerSchool to Ramundsen.** Pursuant to the Sell-Down Securities Purchase Agreement, dated as of December 6, 2016, by and between PowerSchool and Ramundsen Holdings, PowerSchool sold 100% of the interests in Ramundsen Public Sector to Ramundsen Holdings, a company formed by Vista for the purpose of establishing the Public Administration and Public Safety Business as a standalone business.
4. **Ramundsen Public Sector Becoming Superior.** On April 20, 2017, as part of a rebranding, Ramundsen Public Sector changed its name to Superior, LLC ("Superior").

Because the specific terms of the aforementioned transactions are private and confidential amongst the parties indicated, no further documentation regarding the individual transactions referenced above can be provided. However, if you have any questions about any of the transactions described above, please feel to reach out to Simon Root of Kirkland & Ellis LLP at (415) 439-1863 or simon.root@kirkland.com.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
A Florida corporation

with headquarters address at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND


County of Inyo
(for purposes of this Agreement, "Customer")

with its principal place of business at:


P.O. Box 477
Independence, CA 93526

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Customer

BY: 
PRINT NAME: MARTY FORTNEY
PRINT TITLE: CHAIRPERSON
DATE SIGNED: 8-7-12

SunGard Public Sector

BY: 
PRINT NAME: James Brescia
PRINT TITLE: VP-IT
DATE SIGNED: 7/25/12

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline

Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer

DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

8. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the

Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

EXHIBIT 1
Maintenance Software Identified

Customer: Inyo County, CA

CONTRACT YEAR: July 01, 2012 to June 30, 2013 and each annual term thereafter.

Improvement fees for Baseline IFAS Component System

| Application | Annual Fee |
|--|---------------------|
| IFAS - General Ledger | \$ - |
| IFAS - Budget Item Detail | \$ - |
| IFAS - Accounts Payable | \$ - |
| IFAS - Accounts Receivable/Cash Receipts | \$ - |
| IFAS - Bank Reconciliation | \$ - |
| IFAS - Purchasing | \$ - |
| IFAS - Fixed Assets | \$ - |
| IFAS - Payroll | \$ - |
| IFAS - Time Card OnLine | \$ - |
| IFAS - Human Resources | \$ - |
| IFAS - Employee Online | \$ - |
| IFAS - Applicant Online | \$ - |
| IFAS - Click, Drag, & Drill (Report Writer) | \$ - |
| IFAS - Easy Laser Forms | \$ - |
| IFAS - Documents OnLine 71 Architecture Finance/HR | \$ - |
| IFAS - Support | \$ 30,236.28 |
| SUBTOTAL | \$ 30,236.28 |
| TAX | \$ 4,171.85 |
| TOTAL | \$ 34,408.13 |

Improvement fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

firewall opening to an authenticated port, and establishes a secure connection between SunGard Public Sector and the Customer.

Option 2: Microsoft VPN – a Microsoft compliant VPN on a dedicated server with a single user account to be used by SunGard Public Sector support staff; no components to be loaded on SunGard Public Sector support workstations.

Option 3: Cisco VPN – a Cisco compliant VPN connection with a single user account to be used by SunGard Public Sector support staff; no components to be loaded on SunGard Public Sector support workstations.

Option 4: Web based VPN – any VPN solution that does not require components be loaded on the support workstations.

- 3.2. **Third Party Products Requirement.** Customer is advised that in order to use certain Enhancements or other features of a New Release of a Component System, Customer may need to obtain SunGard Public Sector-designated third party software or peripherals that are not included as part of the Improvements fees, and that are not provided by SunGard Public Sector.
- 3.3. **Improvements Surcharge Imposed In Certain Instances.** At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) New Releases behind the then-current New Release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a New Release that is more than two (2) New Releases behind the then-current New Release of the Component Systems in question. Once Customer is using a New Release that is no more than two (2) New Releases behind the then-current New Release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the New Release that is no more than two (2) New Releases behind the then-current New Release.

ASSUMPTION AGREEMENT

SunGard Public Sector to Superior LLC for Software License, and Services Agreement & Software Maintenance Agreement

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is made and entered into this 18th day of July, 2017, by and between Inyo County a body corporate and politic under the laws of the State of California ("County"), and Superior, LLC ("Assignee") (each a "Party" and collectively, the "Parties"), and is made with reference to the following facts:

RECITALS

A. On December 18, 2006, County and Superior LLC ("Superior") formerly known as SunGard Public Sector LLC, entered into a certain Software License and Services Agreement and Software Maintenance Agreement and any and all supplements thereto (together herein referred to as "Agreements").

B. SunGard Public Sector, LLC was acquired by Vista Equity Partners February 1, 2017 and was rebranded to Superior, LLC ("Assignee") on April 20, 2017 and no longer exists as a corporate entity.

C. Assignee desires to assume SunGard's interest in the Agreement and County consents to the assumption of the interest in the Agreement by Assignee.

NOW THEREFORE, incorporating the above recitals and in consideration of the covenants and obligations set forth herein, the Parties agree as follows:

1. Assumption. Assignee assumes all of SunGard's rights and obligations as set forth in the Agreement.
2. County Consent. County hereby agrees and consents to the Assignee's assumption of all of SunGard's rights and obligations as set forth in the Agreement.
3. General Terms and Conditions. The following general terms and conditions shall apply to this Assumption Agreement.

The Parties expressly agree that this section shall survive the expiration or early termination of this Assumption Agreement.

3.1. Counterparts. This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.2. Successors and Assigns. It is mutually understood and agreed that this Assumption Agreement shall be binding upon County and Assignee and their respective successors. Neither this Assumption Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Assignee without the prior consent of County.

3.3. Governing Law. This Assumption Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

3.4. Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Assumption Agreement shall be tried in a court of competent jurisdiction in Eastern District of California at Fresno, California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

3.5. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Assumption Agreement shall be sufficient if sent by one Party to the other by United States mail, postage prepaid and addressed as follows:

County: Inyo County
Attn: Scott Armstrong
168 N. Edwards St.
Independence, CA 93526

Assignee: Superior, LLC
Lisa Neumann, Controller
1000 Business Center Drive
Lake Mary, FL 32746

3.6. Nondiscrimination. During the term of this Assumption Agreement, the Parties shall comply with the state and federal laws regarding non-discrimination.

3.7. Authority. The Parties executing this Assumption Agreement on behalf of County and Assignee each represent and warrant that they have the legal power, right and actual authority to bind the County and Assignee, respectively, to the terms and conditions hereof.


3.8. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Assumption Agreement shall be considered severable. In the event any provision, term, condition, covenant, and /or restriction, in whole and in part, in this Assumption Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Assumption Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Assumption Agreement and the remainder of this Assumption Agreement shall continue in full force and effect.

3.9. Effective Date. This Assumption Agreement shall be effective July 1, 2017

ASSIGNEE:

COUNTY:

By 
Tom Amburgey, VP & General Manager

By 
Mark Tillemans, Board Chairperson

011801-5177

Invoice



| | | |
|----------------------------|-------------|-------------|
| Invoice No (1 of 1) | Date | Page |
| 321959 | 6/21/2021 | 1 of 1 |

Superion, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 County of Inyo
 Jean Navarro
 P.O. Box 477
 Independence CA 93526
 United States

Ship To
 County of Inyo
 Jean Navarro
 P.O. Box 477
 Independence CA 93526
 United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|----------------|---------------|----------|--------|-----------|
| 5980LG | County of Inyo | | USD | Net 30 | 8/31/2021 |

| Description | Units | Rate | Extended |
|--|-------|----------|----------|
| Contract No. Q-49102 | | | |
| 1 ONESolution Enterprise Core SQL to SQL-IFAS - Annual Maintenance Fee | 1 | \$457.49 | \$457.49 |
| Maintenance: Start:9/1/2021, End: 8/31/2022 | | | |

Please include invoice number(s) on your remittance advice, made payable to Superior, LLC
ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

| | |
|-------------------------|-----------------|
| Subtotal | \$457.49 |
| Tax | \$0.00 |
| Invoice Total | \$457.49 |
| Payments Applied | \$0.00 |
| Balance Due | \$457.49 |

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Received

6/28/21

Information Services

| BUDGET UNIT | Invoice Number | Invoice Amt | Units | Set ID | Inv Date | Division Code | Pay Terms | PTerm | Stat |
|-------------------------|--------------------|------------------|-------|------------|------------|-------------------------------|-----------|--------|------|
| BUDUNIT Description | Secondary Ref | Distribution Amt | Tax | Tax Amt | Due Date | Vendor ID / PEDB Cd / Addr Cd | | Misc | Post |
| OBJECT Description | Encl PO# / Pmt | Discount Amt | Tax2 | Tax2 Amt | Rcv Date | Vendor Name | | PType | Sec |
| Description | Product ID | Pay Disc Amt | Chrg | Charge Amt | Disc Date | Vendor Address Line(s) | | Sc/Tf. | Prep |
| | Item Description-- | Item Description | Duty | Duty Amt | Ck ID-No | Vendor City, State, Zip | | R1/2 | Cktp |
| 011801-5177 | 280327 | 43,501.94 | 1 | IS20728K | 07/01/2020 | VEND | | .0000 | DS |
| INFORMATION SERVICES | ANNL MT CASH REC | 1,181.88 | | 0.00 | 07/30/2020 | V005130 | P | (DM) | 01 |
| MAINTENANCE OF COMPUTER | P | 0.00 | | 0.00 | | SUPERION LLC | | CHK | INFO |
| | CUSTOMER #5980LG | | | 0.00 | | | | NB | LSAR |
| | Net Amount: | 1,181.88 | | 0.00 | UA | | | CC | |
| | | | | | | | | | 1 |
| 011801-5177 | 280327 | 43,501.94 | 1 | IS20728K | 07/01/2020 | VEND | | .0000 | DS |
| INFORMATION SERVICES | ANNL MNT SUPPRT | 42,320.06 | | 0.00 | 07/30/2020 | V005130 | P | (DM) | 01 |
| MAINTENANCE OF COMPUTER | P | 0.00 | | 0.00 | | SUPERION LLC | | CHK | INFO |
| | CUSTOMER #5980LG | | | 0.00 | | | | NB | LSAR |
| | Net Amount: | 42,320.06 | | 0.00 | UA | | | CC | |
| | | | | | | | | | 2 |

*FF 7/20/21
7/28/20
LSargent*

Set ID: IS20728K System Computed Total: 43,501.94 User Computed Total: 43,501.94 TOTALS MATCH
 Distribution Total: 43,501.94
 Net Total: 43,501.94

*please give check
to I.S. for FedEx
Express delivery. ✓
Thank you.*

*= check FedEx 8/4/20
(label inside)*

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 28th day of July 2020 an order was duly made and entered as follows:

*Information
Services –
Annual
Superion
Payment*

Moved by Supervisor Tillemans and seconded by Supervisor Totheroh to authorize the annual payment for the agreement between Superior LLC and the County of Inyo for cash receipting maintenance and OS Support Maintenance for the ONESolution Enterprise Finance and Accounting System, in an amount not exceed \$43,501.94 for the period of July 1, 2020 through June 30, 2021. Motion carried unanimously 4-0, with Chairperson Kingsley out of the room at the time of the vote.

WITNESS my hand and the seal of said Board this 28th
Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

| |
|--|
| Routing |
| |
| CC Purchasing X Personnel Auditor CAO: Information Services Other: DATE: July 28, 2020 |



County of Inyo



#12

County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Information Services

SUBJECT: Annual Payment Regarding ONESolution Enterprise Finance and Accounting System

RECOMMENDED ACTION:

Request Board authorize the annual payment for the agreement between Superior LLC and the County of Inyo for cash receipting maintenance and OS Support Maintenance for the ONESolution Enterprise Finance and Accounting System, in an amount not exceed \$43,501.94 for the period of July 1, 2020 through June 30, 2021.

SUMMARY/JUSTIFICATION:

The most recent annual maintenance agreement signed by the County in 2014 ensures that basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost increases of the annual maintenance are defined in the Licensing Agreement signed by the County in 2006. "Superior reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, according to the Maintenance agreement signed by the County in 2014, as long as the County is more than two (2) releases behind the then-current new release, an additional surcharge of 10% is imposed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All county departments use and heavily rely upon ONESolution to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 7/1/2020 to 6/30/2021 is requested in the Information Services FY 2020/21 budget 011801-5177 (Maintenance Computer Systems).

ATTACHMENTS:

1. Superior LLC Invoice

APPROVALS:

Lavon Sargent
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Scott Armstrong

Created/Initiated - 7/16/2020
Approved - 7/16/2020
Approved - 7/17/2020
Approved - 7/17/2020
Final Approval - 7/17/2020

011801-5177 20/21
 Invoice ✓ 605130



Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

| Invoice No | Date | Page |
|------------|----------|--------|
| 280327 | 6/1/2020 | 1 of 3 |

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Ship To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|----------------|---------------|----------|--------|----------|
| 5980LG | County of Inyo | | USD | Net 30 | 7/1/2020 |

| Description | Units | Rate | Extended |
|---|-------|-------------|-------------|
| Contract No. 27206 | | | |
| 1 ONESolution Cash Receipts - Annual Maintenance Fee OneSolution Cash Receipting Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$1,181.88 | \$1,181.88 |
| Contract No. INYO-3 | | | |
| 2 ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 3 ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 4 ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 5 ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 6 ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 7 ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 8 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$42,320.06 | \$42,320.06 |
| 9 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |



Invoice

| | | |
|-----------------------------|-------------------------|-----------------------|
| Invoice No 280327 | Date 6/1/2020 | Page 2 of 3 |
|-----------------------------|-------------------------|-----------------------|

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Ship To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|----------------|---------------|----------|--------|----------|
| 5980LG | County of Inyo | | USD | Net 30 | 7/1/2020 |

| | Description | Units | Rate | Extended |
|----|---|-------|--------|----------|
| 10 | ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 11 | ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 12 | ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 13 | ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 14 | ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 15 | ONESolution Applicant Online - Annual Maintenance Fee OS - Applicant OnLine Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 16 | ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |
| 17 | ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:7/1/2020, End: 6/30/2021 | 1 | \$0.00 | \$0.00 |



CENTRAL SQUARE
TECHNOLOGIES

Invoice

| Invoice No | Date | Page |
|------------|----------|--------|
| 280327 | 6/1/2020 | 3 of 3 |

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
County of Inyo
168 North Edwards Street
Independence CA 93526
United States

Ship To
County of Inyo
168 North Edwards Street
Independence CA 93526
United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|----------------|---------------|----------|--------|----------|
| 5980LG | County of Inyo | | USD | Net 30 | 7/1/2020 |

**Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC**
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

| | |
|-------------------------|--------------------|
| Subtotal | \$43,501.94 |
| Tax | \$0.00 |
| Invoice Total | \$43,501.94 |
| Payments Applied | \$0.00 |
| Balance Due | \$43,501.94 |



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Leslie Chapman

SUBJECT: Authorization to issue an emergency sole source purchase order to Inyo Mono Body Shop.

RECOMMENDED ACTION:

Request Board: A) declare Inyo Mono Body Shop of Bishop, CA a sole-source provider of an emergency body repair of 2 Sheriff vehicles; and B) authorize the issuance of a purchase order in an amount not to exceed \$14,029.93, payable to Inyo Mono Body Shop of Bishop, CA.

SUMMARY/JUSTIFICATION:

Two Motor Pool Sheriff vehicles were involved in collisions resulting in major body damages. One is a K-9 unit that needs to be repaired and put back into service as soon as possible. The second vehicle is a patrol unit that needs to be put back into service, as well. The issuance of this purchase order as sole source will allow us to repair the vehicle quickly since we will not have to tow the vehicles to other vendors for quotes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of an emergency sole source purchase order for this amount. In the event the purchase order is not issued, we would have to go out for additional quotes and that would delay the repair of these law enforcement vehicles.

OTHER AGENCY INVOLVEMENT:

Auditor, Sheriff Department

FINANCING:

These funds are included in the Motor Pool budget, 200100, for the requested 2021/2022 fiscal year budget, object code 5171.

ATTACHMENTS:

APPROVALS:

Cindy Reeves
Darcy Ellis
Cindy Reeves
Marshall Rudolph
Amy Shepherd
Leslie Chapman

Created/Initiated - 6/24/2021
Approved - 6/28/2021
Approved - 6/29/2021
Approved - 6/29/2021
Approved - 6/29/2021
Final Approval - 6/29/2021



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Sue Dishion

SUBJECT: Approval of Side Letter with Inyo County Probation Peace Officer Association

RECOMMENDED ACTION:

Request Board approve the side letter with Inyo County Probation Peace Officer Association and the County of Inyo, effective July 8, 2021, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This side letter identifies some corrections that are needed in the MOU that was adopted in April 2021. These changes clean up a few articles where the Association and the County agreed the language was not clear or exactly what was agreed on.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the side letter, however this is not recommended.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

All fiscal impacts will be included in the Fiscal Year 2021-2022 Budget.

ATTACHMENTS:

1. ICPPOA Side Letter

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
Marshall Rudolph

Created/Initiated - 6/28/2021
Approved - 6/28/2021
Approved - 6/29/2021
Approved - 6/29/2021

Sue Dishion

Final Approval - 6/30/2021

ICPPOA MOU Special Assignment Language

Any Probation personnel assigned to a recognized special assignment by the Chief or his/her designee shall be paid an additional 5% of their base pay for so long as they serve in such assignment. To qualify as a recognized special assignment the employee would have to complete a minimum of 40 hours of training in a specific field such as narcotics, weaponless defense tactics, range master, domestic violence program, etc.

- a. Up to one (1) sworn probation personnel assigned to provide other employees with Weaponless Defense Training (WDT) shall receive an additional five percent (5%) of his/her base pay.
- b. Up to one (1) sworn probation personnel, in an armed assignment, assigned as a Firearms Instructor shall receive an additional five percent (5%) of his/her base pay.

Part Time Employee Wages: Effective the first pay period after July 1, 2021, Part Time Employees shall be compensated in the same range as Full Time Employees, and the Part Time specific range in Appendix D. shall be eliminated.

Career Ladder Language: The County shall modify the Rehabilitation Specialist Series to be a career ladder from Rehabilitation Specialist I, II and III. . Deputy Probation Officer I-III will be the designated as a career ladder series.



Penni Brown
ICPPOA President

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Sue Dishion

SUBJECT: Approval of Non-Represented and Management Resolutions

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign: A) Resolution No. 2021-37 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent;" and B) Resolution No. 2021-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary and Other Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolutions Pertaining to that Subject to the Extent They Are Inconsistent."

SUMMARY/JUSTIFICATION:

These resolutions are presented for your consideration and approval. These resolutions provide for all the same adjustments that are provided to the ICEA employees in the new MOU that was approved in June 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve and direct staff to come back with other alternatives.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The adjustments listed in the resolutions have all been included in the Fiscal Year 2021-2022 Requested Budgets.

ATTACHMENTS:

1. 2021 Non Represented Salary Resolution
2. Attachment A - Non-Rep FLSA Positions

3. Attachment D - Non-Represented Salary Schedule 07.08.2021
4. 2021 Management Resolution
5. Attachment D - Management Salary Schedule 070821

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 6/28/2021
Approved - 6/29/2021
Approved - 6/29/2021
Approved - 6/29/2021
Final Approval - 6/30/2021

RESOLUTION NO 2021 - 37

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR NON – REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, there are non-represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for non-represented employees, excluding all Elected Officials, all Appointed Officials and all Management employees; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed to be non-represented employees, and shall be subject to the provisions below pertaining to salary and other terms and conditions of employment:

| | |
|---|----|
| ADMINISTRATIVE ANALYST (ADMINISTRATION) | *C |
| ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL) | *C |
| ASSOCIATE BUILDING OFFICIAL | |
| CAO / BOS ASSISTANT | *C |
| CODE ENFORCEMENT OFFICER | *C |
| EMERGENCY SERVICES OFFICER | |
| ENGINEER SENIOR CIVIL | |
| ENVIRONMENTAL HEALTH WATER MANAGER | |
| HHS ADMINISTRATIVE ASSISTANT | |
| INFORMATION TECHNOLOGY DEPUTY | |
| INTEGRATED WASTE MGMT PRG SUPERINTENDENT | |
| INTEGRATED WASTE MGMT PRG SUPERINTENDENT SR | |
| LIBRARY DIRECTOR | |
| MANAGEMENT ANALYST | |
| MUSEUM ADMINISTRATOR | |
| NETWORK ANALYST SR | |
| OFFICE TECHNICIAN (ADMINISTRATION) | |
| PAYROLL ANALYST | |
| PERSONNEL ANALYST | |

| | |
|----------------------------------|----|
| PUBLIC INFORMATION OFFICER | |
| PROBATION MANAGER | |
| PROGRAM INTEGRITY QA MANAGER | |
| PROGRAMMER ANALYST SR | |
| PROGRAM CHIEF | |
| PSYCHIATRIST | |
| PURCHASING ASSISTANT | *C |
| ROAD SUPERINTENDENT | |
| SHERIFF ADMINISTRATIVE ASSISTANT | |
| | |
| *C - Confidential Positions | |

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act, Government Code section 3500, *et seq.* This Resolution applies to employees not represented by any employee bargaining unit. This Resolution applies to those classifications listed above.

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Resolution supersedes all prior Resolutions with regard to the employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Non-represented employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. Employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- c. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- d. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- e. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME – FULL TIME EMPLOYEES

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time non-exempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those non-exempt full time employees scheduled on a 40 hour work week. Non-exempt full time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2) for each hour worked. The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise, a letter of ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's current hourly rate.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$ 75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. Salaries: for employees shall be as set forth in attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

10 years - 2%
15 years - 2%
20 years - 2%
25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Shift Differential: Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8. PART-TIME BENEFITS

Part-time Benefits will be the same as agreed to by ICEA.

ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. County agrees to pay 100% of the premiums for optical insurance.
- d. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- e. County agrees to provide through Delta Dental for Dental insurance benefits orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- f. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
- Eligible for employee only coverage = \$92.31per pay period

- Eligible for employee plus one coverage = \$184.62 per pay period
- Eligible for family coverage = \$276.93 per pay period

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County’s Short-Term Disability Insurance Plan (as the same may be amended from time to time)." Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13. - UNIFORM

The following uniform allowance applies only to full-time Probation Manager and, any employees who are required to wear a full uniform.

- The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- This allowance shall be paid per pay period in the amount of \$30.77.
- All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.

New employees only will receive a \$200.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$200.00 advancement is to come from the current \$800.00 annual payment, whereby a new employee’s uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment

ARTICLE 14.

Left Blank

ARTICLE 15.

Left Blank

ARTICLE 16. SICK LEAVE

- Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

- b. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank. Employee may donate up to a maximum of 10 days per year of unused sick leave directly to any employee without using the sick leave bank. No employee will be allowed to donate more than ten days total in a calendar year.
- c. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- July 1-October 31.....Five (5) days
- November 1 - February 28..... ..Three (3) days
- March 1 - June 30..... ..One (1) day

ARTICLE 19. HOLIDAYS

- a. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20. RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic)

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);
 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.
- f. Any change to retirement benefits negotiated by the ICEA, will be applied to unrepresented employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24.

Left Blank

ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

ARTICLE 27.

Left Blank

ARTICLE 28. UNIFORMS

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed to in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

ARTICLE 37.

Left Blank

ARTICLE 38.

Left Blank

ARTICLE 39.

Left Blank

ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the employee shall have the right to meet with the County regarding the impact on employees of the suspension of these provisions of this Resolution and any Personnel rules and policies.

ARTICLE 41.

This Resolution shall be in full force and effect from now until amended or rescinded.

ARTICLE 42.

Left Blank

ARTICLE 43

Left Blank

ARTICLE 44.

Left Blank

PASSED AND ADOPTED this 6th day of July 2021 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR PURPOSES OF OVERTIME

EMERGENCY SERVICES OFFICER
ENVIRONMENTAL HEALTH WATER MANAGER
INFORMATION TECHNOLOGY DEPUTY
INTEGRATED WASTE MGMT PRG SUPERINTENDENT
INTEGRATED WASTE MGMT PRG SUPERINTENDENT SR
LIBRARY DIRECTOR
MANAGEMENT ANALYST
MUSEUM ADMINISTRATOR
PUBLIC INFORMATION OFFICER
PROBATION MANAGER
PROGRAM INTEGRITY QA MANAGER
PROGRAM CHIEF
PSYCHIATRIST
ROAD SUPERINTENDENT

ATTACHMENT D
NON-REPRESENTED EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039 | 2,409 | 2,526 | 2,656 | 2,789 | 2,926 |
| 040 | 2,461 | 2,582 | 2,712 | 2,852 | 2,994 |
| 041 | 2,524 | 2,643 | 2,777 | 2,916 | 3,061 |
| 042 | 2,577 | 2,700 | 2,841 | 2,987 | 3,131 |
| 043 | 2,636 | 2,764 | 2,907 | 3,048 | 3,205 |
| 044 | 2,699 | 2,832 | 2,978 | 3,127 | 3,285 |
| 045 | 2,757 | 2,900 | 3,041 | 3,200 | 3,359 |
| 046 | 2,816 | 2,970 | 3,108 | 3,272 | 3,439 |
| 047 | 2,891 | 3,036 | 3,190 | 3,343 | 3,517 |
| 048 | 2,965 | 3,099 | 3,257 | 3,429 | 3,592 |
| 049 | 3,025 | 3,176 | 3,335 | 3,503 | 3,677 |
| 050 | 3,094 | 3,253 | 3,413 | 3,580 | 3,764 |
| 051 | 3,169 | 3,330 | 3,491 | 3,666 | 3,843 |
| 052 | 3,243 | 3,400 | 3,576 | 3,750 | 3,940 |
| 053 | 3,322 | 3,487 | 3,656 | 3,832 | 4,038 |
| 054 | 3,392 | 3,570 | 3,740 | 3,925 | 4,127 |
| 055 | 3,477 | 3,643 | 3,828 | 4,023 | 4,228 |
| 056 | 3,562 | 3,732 | 3,917 | 4,114 | 4,321 |
| 057 | 3,639 | 3,824 | 4,013 | 4,212 | 4,421 |
| 058 | 3,726 | 3,911 | 4,103 | 4,312 | 4,533 |
| 059 | 3,816 | 4,003 | 4,207 | 4,416 | 4,636 |
| 060 | 3,908 | 4,099 | 4,305 | 4,524 | 4,747 |
| 061 | 3,997 | 4,195 | 4,409 | 4,633 | 4,855 |
| 062 | 4,093 | 4,300 | 4,517 | 4,733 | 4,977 |
| 063 | 4,184 | 4,396 | 4,622 | 4,850 | 5,091 |
| 064 | 4,289 | 4,500 | 4,721 | 4,970 | 5,211 |
| 065 | 4,385 | 4,610 | 4,841 | 5,085 | 5,334 |
| 066 | 4,489 | 4,716 | 4,959 | 5,202 | 5,464 |
| 067 | 4,602 | 4,832 | 5,074 | 5,332 | 5,586 |
| 068 | 4,714 | 4,951 | 5,197 | 5,451 | 5,728 |
| 069 | 4,827 | 5,068 | 5,321 | 5,583 | 5,858 |
| 070 | 4,943 | 5,194 | 5,450 | 5,726 | 6,012 |
| 071 | 5,058 | 5,311 | 5,579 | 5,854 | 6,150 |
| 072 | 5,180 | 5,444 | 5,710 | 5,990 | 6,292 |
| 073 | 5,302 | 5,570 | 5,851 | 6,142 | 6,449 |
| 074 | 5,432 | 5,703 | 5,986 | 6,289 | 6,604 |
| 075 | 5,563 | 5,844 | 6,126 | 6,437 | 6,761 |
| 076 | 5,695 | 5,979 | 6,284 | 6,597 | 6,925 |
| 077 | 5,830 | 6,118 | 6,430 | 6,753 | 7,088 |
| 078 | 5,971 | 6,263 | 6,581 | 6,910 | 7,255 |
| 079 | 6,110 | 6,419 | 6,737 | 7,073 | 7,431 |
| 080 | 6,259 | 6,576 | 6,908 | 7,250 | 7,613 |
| 081 | 6,407 | 6,736 | 7,069 | 7,426 | 7,792 |
| 082 | 6,575 | 6,895 | 7,245 | 7,607 | 7,984 |
| 083 | 6,736 | 7,069 | 7,426 | 7,785 | 8,184 |
| 084 | 6,902 | 7,245 | 7,607 | 7,984 | 8,389 |
| 085 | 7,071 | 7,426 | 7,785 | 8,184 | 8,597 |
| 086 | 7,246 | 7,607 | 7,984 | 8,389 | 8,807 |
| 087 | 7,427 | 7,785 | 8,184 | 8,597 | 9,020 |
| 088 | 7,611 | 7,984 | 8,389 | 8,807 | 9,248 |
| 089 | 7,802 | 8,184 | 8,597 | 9,020 | 9,476 |
| 090 | 7,993 | 8,389 | 8,807 | 9,248 | 9,718 |
| 091 | 8,190 | 8,597 | 9,020 | 9,476 | 9,953 |
| 092 | 8,394 | 8,807 | 9,248 | 9,718 | 10,204 |
| 093 | 8,605 | 9,020 | 9,476 | 9,953 | 10,452 |
| 094 | 8,810 | 9,248 | 9,718 | 10,204 | 10,714 |
| 095 | 9,027 | 9,476 | 9,953 | 10,452 | 10,986 |
| 096 | 9,256 | 9,718 | 10,204 | 10,714 | 11,255 |
| 097 | 9,483 | 9,953 | 10,452 | 10,986 | 11,529 |
| 098 | 9,722 | 10,204 | 10,714 | 11,255 | 11,820 |
| 099 | 9,957 | 10,452 | 10,986 | 11,529 | 12,110 |

RESOLUTION NO 2021- 38

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

| |
|--------------------------------|
| AIRPORT DEPUTY DIRECTOR |
| ASSESSOR SENIOR |
| CAO ASSISTANT |
| CAO DEPUTY |
| CAO SENIOR DEPUTY |
| COUNTY COUNSEL ASST |
| COUNTY COUNSEL ASST SENIOR |
| COUNTY COUNSEL DEPUTY |
| DISTRICT ATTORNEY DEPY SENIOR |
| ENVIRONMENTAL HEALTH DEPY DIR |
| HHS DEPUTY DIRECTOR AGING & SS |
| HHS DEPUTY DIRECTOR BEHAV HLTH |
| HHS DEPUTY DIRECTOR PUBLIC HLT |
| HHS ASSISTANT DIRECTOR |
| INFORMATION SERVICES DIRECTOR |
| MANAGEMENT ANALYST SENIOR |
| PERSONNEL DEPUTY DIRECTOR |
| PLANNING DEPUTY DIRECTOR |
| PROBATION DEP CHF ADULT/JUVEN |
| PROBATION DEP CHIEF JUV INST |

| |
|-----------------------|
| PUBLIC WORKS DEPUTY |
| RISK MANAGER |
| WATER DEPUTY DIRECTOR |

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above:

Persons in these positions are hereinafter referred to as “Management Employees”.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee’s on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee’s on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.

- d. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management Employees are FLSA Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

Employees requested by the department head to serve in an after-hours response capacity will receive \$75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

ARTICLE 7. SALARIES

- a. Salaries

Management employees shall be paid a monthly salary as set forth in Attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County shall provide Management employees the following longevity increases after ten (10) years of consecutive service:

- 10 years - 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on start date. If the Management employees start on the first through fifteenth of the month, the increase will begin the first of that month. If Management employees start on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Left Blank
- d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8.

Left Blank

ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- d. County agrees to pay 100% of the premium for optical insurance.
- e. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
- Eligible for employee only coverage = \$ 92.31per pay period
 - Eligible for employee plus one coverage = \$ 184.62 per pay period
 - Eligible for family coverage = \$ 276.93 per pay period

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each Management Employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time)." Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

ARTICLE 13.

Left Blank

ARTICLE 14.

Left Blank

ARTICLE 15.

Left Blank

ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employee. Management employee can only donate 80 hourly per calendar year.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1-October 31.....Five (5) days
November 1 - February 28 Three (3) days
March 1 - June 30.....One (1) day.

ARTICLE 19. HOLIDAYS

a. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

b. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 20. RETIREMENT PROVISIONS

a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.

b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

c. Management employees shall pay their own contribution for both Social Security and Medicare through payroll deductions

d. PERS benefit to miscellaneous employees shall consist of:

1. Final compensation to be based on highest one year's salary;
2. Include post-retirement survivor allowance;
3. Allow 260 days of accrued sick leave to be added to service credit;

4. Employer Paid Member Contribution (EPMC)
5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPRRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.
- f. Any change in retirement benefits negotiated by ICEA, Management Employees will be applied to management employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES/RESOLUTION

The Personnel Rules and Regulations are hereby incorporated. In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24.

Left Blank

ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

ARTICLE 27.

Left Blank

ARTICLE 28. UNIFORMS

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms

through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed to in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 34. SMOKING

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Smoking on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees' net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

Left Blank

ARTICLE 37.

Left Blank

ARTICLE 38.

Left Blank

ARTICLE 39.

Left Blank

ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

ARTICLE 42.

Left Blank

ARTICLE 43

Left Blank

ARTICLE 44.

Left Blank

PASSED AND ADOPTED this 6th day of July, 2021 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant

**ATTACHMENT D
MANAGEMENT EMPLOYEES
EFFECTIVE JULY 8, 2021
4% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039 | 2,409 | 2,526 | 2,656 | 2,789 | 2,926 |
| 040 | 2,461 | 2,582 | 2,712 | 2,852 | 2,994 |
| 041 | 2,524 | 2,643 | 2,777 | 2,916 | 3,061 |
| 042 | 2,577 | 2,700 | 2,841 | 2,987 | 3,131 |
| 043 | 2,636 | 2,764 | 2,907 | 3,048 | 3,205 |
| 044 | 2,699 | 2,832 | 2,978 | 3,127 | 3,285 |
| 045 | 2,757 | 2,900 | 3,041 | 3,200 | 3,359 |
| 046 | 2,816 | 2,970 | 3,108 | 3,272 | 3,439 |
| 047 | 2,891 | 3,036 | 3,190 | 3,343 | 3,517 |
| 048 | 2,965 | 3,099 | 3,257 | 3,429 | 3,592 |
| 049 | 3,025 | 3,176 | 3,335 | 3,503 | 3,677 |
| 050 | 3,094 | 3,253 | 3,413 | 3,580 | 3,764 |
| 051 | 3,169 | 3,330 | 3,491 | 3,666 | 3,843 |
| 052 | 3,243 | 3,400 | 3,576 | 3,750 | 3,940 |
| 053 | 3,322 | 3,487 | 3,656 | 3,832 | 4,038 |
| 054 | 3,392 | 3,570 | 3,740 | 3,925 | 4,127 |
| 055 | 3,477 | 3,643 | 3,828 | 4,023 | 4,228 |
| 056 | 3,562 | 3,732 | 3,917 | 4,114 | 4,321 |
| 057 | 3,639 | 3,824 | 4,013 | 4,212 | 4,421 |
| 058 | 3,726 | 3,911 | 4,103 | 4,312 | 4,533 |
| 059 | 3,816 | 4,003 | 4,207 | 4,416 | 4,636 |
| 060 | 3,908 | 4,099 | 4,305 | 4,524 | 4,747 |
| 061 | 3,997 | 4,195 | 4,409 | 4,633 | 4,855 |
| 062 | 4,093 | 4,300 | 4,517 | 4,733 | 4,977 |
| 063 | 4,184 | 4,396 | 4,622 | 4,850 | 5,091 |
| 064 | 4,289 | 4,500 | 4,721 | 4,970 | 5,211 |
| 065 | 4,385 | 4,610 | 4,841 | 5,085 | 5,334 |
| 066 | 4,489 | 4,716 | 4,959 | 5,202 | 5,464 |
| 067 | 4,602 | 4,832 | 5,074 | 5,332 | 5,586 |
| 068 | 4,714 | 4,951 | 5,197 | 5,451 | 5,728 |
| 069 | 4,827 | 5,068 | 5,321 | 5,583 | 5,858 |
| 070 | 4,943 | 5,194 | 5,450 | 5,726 | 6,012 |
| 071 | 5,058 | 5,311 | 5,579 | 5,854 | 6,150 |
| 072 | 5,180 | 5,444 | 5,710 | 5,990 | 6,292 |
| 073 | 5,302 | 5,570 | 5,851 | 6,142 | 6,449 |
| 074 | 5,432 | 5,703 | 5,986 | 6,289 | 6,604 |
| 075 | 5,563 | 5,844 | 6,126 | 6,437 | 6,761 |
| 076 | 5,695 | 5,979 | 6,284 | 6,597 | 6,925 |
| 077 | 5,830 | 6,118 | 6,430 | 6,753 | 7,088 |
| 078 | 5,971 | 6,263 | 6,581 | 6,910 | 7,255 |
| 079 | 6,110 | 6,419 | 6,737 | 7,073 | 7,431 |
| 080 | 6,259 | 6,576 | 6,908 | 7,250 | 7,613 |
| 081 | 6,407 | 6,736 | 7,069 | 7,426 | 7,792 |
| 082 | 6,575 | 6,895 | 7,245 | 7,607 | 7,984 |
| 083 | 6,736 | 7,069 | 7,426 | 7,785 | 8,184 |
| 084 | 6,902 | 7,245 | 7,607 | 7,984 | 8,389 |
| 085 | 7,071 | 7,426 | 7,785 | 8,184 | 8,597 |
| 086 | 7,246 | 7,607 | 7,984 | 8,389 | 8,807 |
| 087 | 7,427 | 7,785 | 8,184 | 8,597 | 9,020 |
| 088 | 7,611 | 7,984 | 8,389 | 8,807 | 9,248 |
| 089 | 7,802 | 8,184 | 8,597 | 9,020 | 9,476 |
| 090 | 7,993 | 8,389 | 8,807 | 9,248 | 9,718 |
| 091 | 8,190 | 8,597 | 9,020 | 9,476 | 9,953 |
| 092 | 8,394 | 8,807 | 9,248 | 9,718 | 10,204 |
| 093 | 8,605 | 9,020 | 9,476 | 9,953 | 10,452 |
| 094 | 8,810 | 9,248 | 9,718 | 10,204 | 10,714 |
| 095 | 9,027 | 9,476 | 9,953 | 10,452 | 10,986 |
| 096 | 9,256 | 9,718 | 10,204 | 10,714 | 11,255 |
| 097 | 9,483 | 9,953 | 10,452 | 10,986 | 11,529 |
| 098 | 9,722 | 10,204 | 10,714 | 11,255 | 11,820 |
| 099 | 9,957 | 10,452 | 10,986 | 11,529 | 12,110 |



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Sue Dishion

SUBJECT: Approval of Contract for Legal Services-General Labor and Employment Advice and Representation

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services-General Labor and Employment Advice, in the amount of \$320,000 for the term of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The firm provides the County with advice and representation in specialized employment and labor law matters. It is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utilized the services of their partner Irma Rodriguez Moisa to provide advice and representation in other employment and labor law matters.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This Contract is budgeted in the Fiscal Year 2021-2022 Requested Personnel Budget (010800) in Professional Services (5265).

ATTACHMENTS:

1. ATKINSON ANDELSON LOYA RUUD ROMO 2021

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 6/29/2021
Approved - 6/29/2021
Approved - 6/29/2021
Approved - 6/29/2021
Final Approval - 6/29/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD, & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of **IRMA RODRIGUEZ, MOISA** of **Atkinson, Andelson, Loya, Ruud, & Romo** 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 the County Administrator, County Counsel, or their respective designee. 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, 2021** 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.** 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 the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. **Incidental Expenses.** County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to

Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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 **\$320,000.00** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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.

G. 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 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of 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:
Personnel Department
P.O. Box 249
Independence, CA 93526

Department
Address
City and State

CONTRACTOR:
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

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.

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD, & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Irma Rodríguez Moisa
Signature

Irma Rodríguez Moisa
Type or Print Name

Dated: June 29, 2021

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 ATKINSON, ANDELSON, LOYA, RUUD, & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2021 TO: June 30, 2022

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of client.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2021 TO: June 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION

Partners: \$320-385
Associates: \$230-280
Paralegals/Law Clerks: \$195/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purpose of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in the amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

3.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD, & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1,2021

TO: June 30,2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and billed at 50% rate of the hourly rate.

Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD, & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1,2021

TO: June 30,2022

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Denelle Carrington

SUBJECT: Fiscal Year 2021-2022 California State Association of Counties (CSAC) Dues

RECOMMENDED ACTION:

Request Board approve the payment of Fiscal Year 2021-2022 California State Association of Counties (CSAC) dues in the amount of \$13,411, contingent upon adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

CSAC's primary purpose is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. Membership is important because CSAC is a trusted broker of information about the effects of state laws on counties and helps develop and communicate policies that directly impact the programs and services provided by California's counties. CSAC communicates counties' positions to the Legislature, Governor's office, agencies, commissions, and other state bodies through testimony, letters, and meetings. Likewise CSAC analyzes and reports to counties about important decisions made at the state and federal levels through the CSAC Bulletin, CSAC website, email alerts, and policy committee meetings. CSAC also works with the news media to present legislative priorities and build coalitions with other interest groups. CSAC conferences, committee meetings and regional meetings provide opportunities for its members to network, set ideas, and share best practices for local government.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve payment of the annual membership dues, however, this is not recommended due to the loss of the vital information that CSAC is able to forward to our County

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This expense is budgeted in the Workers Compensation Trust (500902), the Public Liability Trust (500903), and the Medical Malpractice Trust (500904) in the Membership object code (5211).

ATTACHMENTS:

1. Invoice 1045 from California State Association of Counties

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Amy Shepherd

Created/Initiated - 6/28/2021
Approved - 6/28/2021
Approved - 6/28/2021
Final Approval - 6/29/2021

California State Association of Counties

1100 K Street, Ste 101
Sacramento, CA 95814 US
+1 9163277500
tarmstrong@counties.org



INVOICE

BILL TO
Clint Quilter
Inyo County
P.O. Drawer Q
Independence, CA 93526

INVOICE 1045
DATE 07/01/2021
TERMS Net 30
DUE DATE 07/31/2021

| DATE | | DESCRIPTION | QTY | RATE | AMOUNT |
|-------------|-----------|--------------------|-----|-----------|--------------------|
| 07/01/2021 | CSAC Dues | CSAC Dues FY 21/22 | 1 | 13,411.00 | 13,411.00 |
| BALANCE DUE | | | | | \$13,411.00 |



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Melissa Best-Baker

SUBJECT: Approve the payment to Health Management Associates, Inc. (HMA) to return unspent funds in the amount of \$21,498.89 for the expanding access to MAT in County criminal justice settings.

RECOMMENDED ACTION:

Request Board approve a payment to Health Management Associates, Inc. (HMA) in the amount of \$21,498.89 for unspent grant funds used to expand access to Medical Assisted Treatment in County criminal justice settings.

SUMMARY/JUSTIFICATION:

The Department originally received this grant in April of 2019. The grant was initially used to cover travel costs to send the County Health Officer, HHS staff, District Attorney staff and Probation staff to collaboration meetings in Sacramento each quarter. The grant included a plan to expand services in FY 20/21, which included funding for additional Addictions Counselor time at the jail; a contract with a local medical provider to provide Medical Assisted Treatment (MAT) collaboration with the Northern Inyo Hospital Rural Health Clinic; MAT medications for inmates in the jail; and a collaboration training for all jail providers (custody, health, behavioral health, probation and district attorney staff). However, due to COVID response and restrictions, the training was not coordinated and many staff were redirected to respond to COVID activities. The Department has applied for the next round of grant funding and will be bringing the funding contract before the Board at a future meeting.

This grant cycle has come to an end and the Department is required to return unspent funds, which were advanced to the County. The Department respectfully requests approval to pay Health Management Associates, Inc. (HMA) the amount of \$21,498.89.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the payment and leave us out of compliance with paying our recoupment for this program.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff, Inyo County Probation, Inyo County District Attorney and Northern Inyo Hospital

FINANCING:

These funds were deposited into the HHS Suspense Trust (505104). We will pay the monies out of Health (045100) object code (5265) Professional Services and reimburse the budget from the trust account.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|------------------------------|
| Melissa Best-Baker | Created/Initiated - 6/9/2021 |
| Darcy Ellis | Approved - 6/9/2021 |
| Marilyn Mann | Approved - 6/9/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Melissa Best-Baker | Approved - 6/22/2021 |
| Marilyn Mann | Final Approval - 6/22/2021 |



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Trevor Taylor

SUBJECT: Approval of Plans and Specifications for the HSIP Centerline Striping Project

RECOMMENDED ACTION:

Request Board approve the plans and specifications for the HSIP Centerline Striping Project and authorize the Public Works Director to advertise the project.

SUMMARY/JUSTIFICATION:

The HSIP Centerline Striping Project funded through Cycle 9 of the Highway Safety Improvement Program consists of installing approximately 137 miles of centerline traffic striping across 18 different County roadways along with installing approximately 9 miles of edge lines on three different County roadways. Construction is anticipated to occur this summer/fall season dependent on weather conditions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

County Counsel to review and approve contract documents.
Auditor for contract payments.

FINANCING:

The HSIP Centerline Striping Project is 100% reimbursable funded through the Highway Safety Improvement Program. The costs for construction and construction engineering will be paid through budget unit 034601 State Funded Road, Object Code 5704.

ATTACHMENTS:

1. Full Bid Package (Final_signed)

APPROVALS:

| | |
|------------------|-------------------------------|
| Trevor Taylor | Created/Initiated - 6/18/2021 |
| Darcy Ellis | Approved - 6/22/2021 |
| Trevor Taylor | Approved - 6/22/2021 |
| Breanne Nelums | Approved - 6/22/2021 |
| Marshall Rudolph | Approved - 6/22/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Michael Errante | Final Approval - 6/22/2021 |



**FOR CONSTRUCTION ON COUNTY ROADS
IN INYO COUNTY**

HSIP Centerline Striping Project

Various Roads
Inyo County, CA

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

**FEDERAL PROJECT NO. HSIPL-5948(094)
INYO COUNTY PROJECT NO. TR-19-009**

[PAGE INTENTIONALLY LEFT BLANK]

HSIP Centerline Striping Project

TABLE OF CONTENTS

I. NOTICE INVITING BIDS

II. BID PROPOSAL FORMS

| | |
|---|----|
| BID PROPOSAL FORM | 1 |
| BASE BID ITEM LIST | 4 |
| BIDDER'S BUSINESS INFORMATION: | 6 |
| Bidders List of Subcontractors..... | 7 |
| PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT..... | 9 |
| PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE | 9 |
| PUBLIC CONTRACT CODE SECTION 10232 STATEMENT..... | 10 |
| CONTRACTOR'S LABOR CODE CERTIFICATION | 11 |
| EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION..... | 12 |
| Noncollusion Affidavit | 13 |
| DEBARMENT AND SUSPENSION CERTIFICATION..... | 14 |
| NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS..... | 15 |
| DISCLOSURE OF LOBBYING ACTIVITIES | 16 |
| INSTRUCTIONS FOR COMPLETION OF DISCLOSURE FORM | 17 |
| Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)..... | 18 |
| EXHIBIT 15-G INSTRUCTIONS - LOCAL AGENCY BIDDER..... | 19 |
| CASHIER'S OR CERTIFIED CHECK | 20 |
| BID BOND | 21 |
| FEDERAL MINIMUM WAGE RATES | 23 |

III. CONTRACT AND BONDS

IV. SPECIAL PROVISIONS

[PAGE INTENTIONALLY LEFT BLANK]

NOTICE INVITING BIDS

For

HSIP Centerline Striping Project

Various Roads
Inyo County, CA

May 2021

[PAGE INTENTIONALLY LEFT BLANK]

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT**

NOTICE INVITING BIDS

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

HSIP Centerline Striping Project

The project location is briefly described below:

Eighteen (18) roadways across Inyo County in the vicinity of the following locations: Bishop, Round Valley, Big Pine, Death Valley, Independence, Lone Pine, Coso Junction, Pearsonville, Death Valley Junction, and Tecopa. Refer to the project plans for specific roadway locations. The specific roadways involved are Pine Creek Rd, Old Sherwin Grade Rd, Reata Rd, Underwood Lane, Brockman Lane, Dixon Lane, Five Bridges Road, Poleta Road, Gerkin Rd, Glacier Lodge Road, Death Valley Road, Onion Valley Road, Horseshoe Meadows Road, Gill Station Coso Road, Nine Mile Canyon Road, State Line Road, Old Spanish Trail Hwy, and Tecopa Hot Springs Road.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$15.00 will be charged for each Bid Package obtained in person from the Public Works Department.

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

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

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

HSIP Centerline Striping Project TR-19-009

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

General Work Description:

The HSIP Centerline Striping Project (Project Number TR-19-009) consists of installing centerlines on approximately 137 miles of roadway across 18 different County roads and 4" white edge lines on

approximately 8.8 miles of roadway across 3 County roads (quantity is doubled to account for both sides of the road). The roads involved are throughout greater Inyo County. The centerline striping is a mixture of re-striping existing centerline matching existing patterns, changing existing single solid yellow centerlines to double yellow centerlines, striping over existing dashed centerline to create double yellow no passing zones, and installing new centerline where none exists for 4.4 miles. Special attention will be needed to match existing patterns in the field where called out in the Plans and coordination with the on-site engineer will be required. The project will require the submission and implementation of a traffic control plan that will need to be approved prior to the start of work. Roads vary from hot desert environments to narrow, windy, alpine access routes. A work plan for contractor order of operations and schedule will need to be submitted and approved prior to beginning construction activities.

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

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

Technical questions related to engineering, site conditions, materials, construction methods, or testing should be directed to Trevor Taylor of Inyo County Public Works at ttaylor@inyocounty.us.

All Requests for Information (RFI) must be submitted by **5:00 p.m. on XXXXXXXXXX**. Submit RFIs by email to ttaylor@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.

No pre-bid meeting has been scheduled for this project. However, bidders are encouraged to visit the sites prior to preparing their bid. Given the nature of Inyo County roads, there is a mix a desert and high-alpine environments. Special attention should be given to traffic control needs on steep winding roads and to any concerns about restriping over existing patterns prior to submitting a bid. Recalibration of the striping machine will be required to match patterns on several of the roads involved.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49 CFR 26. The HSIP Centerline Striping Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. **This project has a Disadvantaged Business Enterprise (DBE) contract goal of 0% due to the lack of subcontracting opportunities.**

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

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

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

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

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

The bidder and all subcontractors must be licensed as required by law at the time the bid is accepted and the contract is awarded. The bid will not be accepted nor a contract awarded without proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is **Class C32** or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor

was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

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

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1-1.02, "Definitions and Terms," of the special provisions relating to this project, and Section 1 of the Department of Transportation Standard Specifications, dated 2015.

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

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

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

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

County of Inyo
Public Works Department



Michael Errante, P.E.
Director of Public Works

Dated: May 2021

BID PROPOSAL FORMS

For

HSIP Centerline Striping Project

Various Roads
Inyo County, CA

PROJECT NO. TR-19-009

May 2021

[PAGE INTENTIONALLY LEFT BLANK]

BID PROPOSAL FORM

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

From: _____

(Herein called the "Contractor").

**FOR: HSIP Centerline Striping Project
NO. TR-19-009
(Herein called "Project")**

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

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

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2015; the Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for The HSIP Centerline Striping Project requires the contractor to deliver complete and finished traffic striping and additional associated work. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if it's or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **thirty (30) working days** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have

checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

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

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

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

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

ACCEPTANCE:

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

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) working days, not including Saturdays, Sundays, and legal holidays, after receipt of the notification of acceptance of this bid (notification of award of contract).

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

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

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.

- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

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

BASE BID ITEM LIST
HSIP Centerline Striping Project
PROJECT NO. TR-19-009

BIDDER'S COMPANY NAME: _____
ABBREVIATIONS: _____

| LS = LUMP SUM | | | | | |
|------------------|---|-----------|-----------|-----------|----------|
| LF = LINEAR FOOT | | | | | |
| ITEM NO. | DESCRIPTION | UNIT MEAS | EST. QUAN | UNIT COST | SUBTOTAL |
| 1 | Mobilization/Demobilization | LS | 1 | \$ | \$ |
| 2 | Traffic Control Plan/ Implementation | LS | 1 | \$ | \$ |
| 3 | Paint Traffic Stripe - Centerline (one coat) with Glass Beads | LF | 723,350 | \$ | \$ |
| 4 | Paint Traffic Stripe – Fog Line (one coat) with Glass Beads | LF | 46,470 | \$ | \$ |

TOTAL BID (IN NUMBERS) _____

TOTAL BID (IN WORDS) _____

REVIEWED AND CHECKED BY: _____
 (For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within **thirty (30) working days** as required by **Section 8** of the Special Provisions.

BID SECURITY:

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

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

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

ADDENDA:

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

| |
|--|
| |
| |
| |
| |
| |
| |

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

WARNING:

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

BIDDER'S BUSINESS INFORMATION:

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

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

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

Contractor's License No. _____, State of _____, Type _____

License Expiration Date _____

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

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

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

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

Part 1

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

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

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

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

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

HSIP Centerline Striping Project

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP Centerline Striping Project

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

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

Yes No

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

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

HSIP Centerline Striping Project

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)
HSIP Centerline Striping Project

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

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

ALL BIDDERS:

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

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

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

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

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

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

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

HSIP Centerline Striping Project

CASHIER'S OR CERTIFIED CHECK

(Not required if bid bond accompanies the bid)

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

HSIP Centerline Striping Project

PROJECT NO. TR-19-009

BID BOND (BID PROPOSAL GUARANTEE)

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____
_____ dollars (\$ _____)

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

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **HSIP Centerline Striping Project**, in compliance with the contract therefor:

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

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

WITNESS our hands and seals this _____ day of _____, 20 ____.

Principal

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

FEDERAL MINIMUM WAGE RATES

"General Decision Number: CA20210020 04/30/2021

Superseded General Decision Number: CA20200020

State: California

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

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 01/08/2021 |
| 2 | 02/12/2021 |
| 3 | 02/26/2021 |
| 4 | 03/05/2021 |
| 5 | 03/19/2021 |
| 6 | 04/30/2021 |

ASBE0005-001 07/06/2020

INYO AND KERN

Rates

Fringes

| | | |
|--|----------|-------|
| Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)..... | \$ 28.92 | 18.73 |
| Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)..... | \$ 45.39 | 23.81 |

ASBE0005-005 07/01/2019

INYO AND KERN

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|-------|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).... | \$ 20.63 | 12.17 |
|--|----------|-------|

ASBE0016-003 01/01/2021

MONO

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|-------|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)..... | \$ 46.81 | 33.50 |
|--|----------|-------|

BOIL0092-005 01/01/2021

INYO AND KERN

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|------------------|----------|-------|
| BOILERMAKER..... | \$ 46.03 | 38.81 |
|------------------|----------|-------|

BOIL0549-003 10/01/2016

MONO COUNTY

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|------------------|----------|-------|
| BOILERMAKER..... | \$ 39.68 | 35.71 |
|------------------|----------|-------|

* BRCA0004-005 05/01/2020

| | Rates | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.52 | 18.47 |

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 33.66 | 14.20 |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73 |

BRCA0018-011 06/01/2019

| | Rates | Fringes |
|-----------------|----------|---------|
| TILE LAYER..... | \$ 40.07 | 18.36 |

BRCA0018-012 06/01/2019

KERN

| | Rates | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 33.43 | 14.11 |
| TILE FINISHER..... | \$ 28.23 | 12.65 |

CARP0409-002 07/01/2016

| | Rates | Fringes |
|---------------------------|-----------|---------|
| Diver | | |
| (1) Wet..... | \$ 712.48 | 17.03 |
| (2) Standby..... | \$ 356.24 | 17.03 |
| (3) Tender..... | \$ 348.24 | 17.03 |
| (4) Assistant Tender..... | \$ 324.24 | 17.03 |

Amounts in ""Rates' column are per day

CARP0409-005 07/01/2015

| | Rates | Fringes |
|------------------------------|----------|---------|
| Drywall | | |
| DRYWALL INSTALLER/LATHER.... | \$ 37.35 | 11.08 |
| STOCKER/SCRAPPER..... | \$ 10.00 | 7.17 |

CARP0409-006 07/01/2018

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER | | |
| (01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer.... | \$ 41.84 | 17.48 |
| (02) Millwright..... | \$ 42.91 | 17.48 |
| (03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman..... | \$ 42.54 | 17.48 |
| (04) Shingler (Commercial). | \$ 36.91 | 15.50 |
| (05) Table Power Saw Operator..... | \$ 36.88 | 15.50 |
| (06) Pneumatic Nailer or Power Stapler..... | \$ 37.03 | 15.50 |
| (07) Roof Loader of Shingles (Commercial)..... | \$ 25.84 | 15.50 |
| (08) Saw Filer..... | \$ 36.87 | 15.50 |
| (09) Scaffold Builder..... | \$ 28.55 | 15.50 |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 ELEC0428-001 12/01/2020

| | Rates | Fringes |
|---|----------|----------|
| CABLE SPLICER | | |
| China Lake Naval Weapons Center, Edwards AFB..... | \$ 56.82 | 3%+19.89 |
| Remainder of Kern County.... | \$ 49.94 | 3%+19.89 |
| ELECTRICIAN | | |
| China Lake Naval Weapons Center, Edwards AFB..... | \$ 52.28 | 3%+19.89 |
| Remainder of Kern County.... | \$ 45.40 | 3%+19.89 |

 ELEC0428-003 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

| | Rates | Fringes |
|--------------------------------------|----------|----------|
| Communications System Installer | | |
| China Lake Naval Weapons Center..... | \$ 43.90 | 3%+19.34 |
| Edwards AFB..... | \$ 40.39 | 3%+19.34 |

KERN COUNTY.....\$ 34.26 3%+19.34

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2020

INYO AND MONO

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 43.25 | 3%+24.83 |

CABLE SPLICER: \$1.50 above Electrician.
TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2020

| | Rates | Fringes |
|--|----------|---------|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer.. | \$ 59.14 | 20.78 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)..... | \$ 47.24 | 19.59 |
| (3) Groundman..... | \$ 36.12 | 19.19 |
| (4) Powderman..... | \$ 51.87 | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 59.32 | 35.825+a+b |

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (All Other Work) | | |
| GROUP 1..... | \$ 48.25 | 27.20 |
| GROUP 2..... | \$ 49.03 | 27.20 |
| GROUP 3..... | \$ 49.32 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 48.96 | 25.25 |
| GROUP 6..... | \$ 51.03 | 27.20 |
| GROUP 8..... | \$ 51.14 | 27.20 |
| GROUP 9..... | \$ 49.29 | 25.25 |
| GROUP 10..... | \$ 51.26 | 27.20 |
| GROUP 11..... | \$ 49.41 | 25.25 |
| GROUP 12..... | \$ 51.43 | 27.20 |
| GROUP 13..... | \$ 51.53 | 27.20 |
| GROUP 14..... | \$ 51.56 | 27.20 |
| GROUP 15..... | \$ 51.64 | 27.20 |
| GROUP 16..... | \$ 51.76 | 27.20 |
| GROUP 17..... | \$ 51.93 | 27.20 |
| GROUP 18..... | \$ 52.03 | 27.20 |
| GROUP 19..... | \$ 52.14 | 27.20 |
| GROUP 20..... | \$ 52.26 | 27.20 |
| GROUP 21..... | \$ 52.43 | 27.20 |
| GROUP 22..... | \$ 52.53 | 27.20 |
| GROUP 23..... | \$ 52.64 | 27.20 |
| GROUP 24..... | \$ 52.76 | 27.20 |
| GROUP 25..... | \$ 52.93 | 27.20 |

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 49.60 | 27.20 |
| GROUP 2..... | \$ 50.38 | 27.20 |
| GROUP 3..... | \$ 50.67 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 51.03 | 27.20 |
| GROUP 6..... | \$ 51.14 | 27.20 |
| GROUP 7..... | \$ 51.26 | 27.20 |
| GROUP 8..... | \$ 51.43 | 27.20 |
| GROUP 9..... | \$ 51.60 | 27.20 |

| | | |
|---------------|----------|-------|
| GROUP 10..... | \$ 52.60 | 27.20 |
| GROUP 11..... | \$ 53.60 | 27.20 |
| GROUP 12..... | \$ 54.60 | 27.20 |
| GROUP 13..... | \$ 55.60 | 27.20 |

OPERATOR: Power Equipment
(Tunnel Work)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 50.10 | 27.20 |
| GROUP 2..... | \$ 50.88 | 27.20 |
| GROUP 3..... | \$ 51.17 | 27.20 |
| GROUP 4..... | \$ 51.31 | 27.20 |
| GROUP 5..... | \$ 51.53 | 27.20 |
| GROUP 6..... | \$ 51.64 | 27.20 |
| GROUP 7..... | \$ 51.76 | 27.20 |

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine

operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar

types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of

T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (DREDGING) | | |
| (1) Leverman..... | \$ 56.40 | 30.00 |
| (2) Dredge dozer..... | \$ 50.43 | 30.00 |
| (3) Deckmate..... | \$ 50.32 | 30.00 |
| (4) Winch operator (stern winch on dredge)..... | \$ 49.77 | 30.00 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand..... | \$ 49.23 | 30.00 |
| (6) Barge Mate..... | \$ 49.84 | 30.00 |

 IRON0433-006 07/01/2020

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 34.58 | 24.81 |
| Ornamental, Reinforcing and Structural..... | \$ 41.00 | 33.45 |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LAB00220-002 07/01/2020

KERN COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| LABORER | | |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea

chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00220-005 07/01/2020

KERN COUNTY

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 34.00 | 19.77 |

LAB00300-005 03/01/2021

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88 |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) | | |
| GROUP 1..... | \$ 45.05 | 19.62 |
| GROUP 2..... | \$ 44.10 | 19.62 |
| GROUP 3..... | \$ 40.56 | 19.62 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-001 07/01/2020

INYO AND MONO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| LABORER | | |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad

construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,

conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2020

INYO AND MONO COUNTIES

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 34.00 | 19.77 |

LABO1184-001 07/01/2020

| | Rates | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |
| (1) Drilling Crew Laborer... | \$ 37.85 | 15.99 |
| (2) Vehicle Operator/Hauler. | \$ 38.02 | 15.99 |

| | | |
|----------------------------------|----------|-------|
| (3) Horizontal Directional | | |
| Drill Operator..... | \$ 39.87 | 15.99 |
| (4) Electronic Tracking | | |
| Locator..... | \$ 41.87 | 15.99 |
| Laborers: (STRIPING/SLURRY SEAL) | | |
| GROUP 1..... | \$ 39.06 | 19.01 |
| GROUP 2..... | \$ 40.36 | 19.01 |
| GROUP 3..... | \$ 42.37 | 19.01 |
| GROUP 4..... | \$ 44.11 | 19.01 |

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 10/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 39.05 | 20.92 |

PAIN0036-021 07/01/2020

INYO AND MONO COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

Painters: (Including Lead
Abatement)

| | | |
|-----------------------------|----------|-------|
| (1) Journeyman Painter..... | \$ 28.68 | 17.10 |
| (2) Repaint..... | \$ 26.40 | 17.02 |
| (4) All other work..... | \$ 28.68 | 17.10 |
| (5) Industrial..... | \$ 35.52 | 17.64 |

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 06/01/2020

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 40.00 | 26.76 |

PAIN1247-001 01/01/2021

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03 |

PLAS0200-007 08/07/2019

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 43.73 | 16.03 |

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additinal per hour.

PLAS0500-002 07/01/2020

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91 |

PLUM0345-001 09/01/2020

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER Landscape/Irrigation Fitter. | \$ 35.30 | 24.10 |

Sewer & Storm Drain Work....\$ 39.39 21.48

PLUM0460-002 09/01/2020

Rates Fringes

PLUMBER (Plumber, Pipefitter,
Steamfitter, Refrigeration).....\$ 51.65 24.71

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 01/01/2021

Rates Fringes

ROOFER.....\$ 32.01 14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

* SFCA0669-007 04/01/2021

Rates Fringes

SPRINKLER FITTER.....\$ 41.27 26.23

SHEE0105-003 01/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

SHEET METAL WORKER
(1) Commercial - New
Construction and Remodel
work.....\$ 48.28 29.46
(2) Industrial work
including air pollution
control systems, noise
abatement, hand rails,
guard rails, excluding
aritechtural sheet metal
work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 48.28 29.46

SHEE0105-004 01/01/2021

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 36.88 | 28.49 |
| ----- | | |
| TEAM0011-002 07/01/2020 | | |

| | Rates | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.59 | 30.59 |
| GROUP 2..... | \$ 32.74 | 30.59 |
| GROUP 3..... | \$ 32.87 | 30.59 |
| GROUP 4..... | \$ 33.06 | 30.59 |
| GROUP 5..... | \$ 33.09 | 30.59 |
| GROUP 6..... | \$ 33.12 | 30.59 |
| GROUP 7..... | \$ 33.37 | 30.59 |
| GROUP 8..... | \$ 33.62 | 30.59 |
| GROUP 9..... | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |
| GROUP 12..... | \$ 35.05 | 30.59 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

[PAGE INTENTIONALLY LEFT BLANK]

CONTRACT AND BONDS

Contains:

Inyo County Standard Construction **Contract No. 147**

Faithful Performance Bond

Labor and Materials Payment Bond

[PAGE INTENTIONALLY LEFT BLANK]

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

SPECIAL PROVISIONS

FOR

HSIP Centerline Striping Project

Various Roads
Inyo County, CA

[PAGE INTENTIONALLY LEFT BLANK]

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

HSIP Centerline Striping Project

Various Roads
Inyo County, CA

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



Director of Public Works

5/12/2021

Specifications Approval Date

[PAGE INTENTIONALLY LEFT BLANK]

HSIP CENTERLINE STRIPING PROJECT
PROJECT NO. TR-19-009
SPECIAL PROVISIONS
TABLE OF CONTENTS

STANDARD PLANS LIST3

DIVISION 1 – GENERAL PROVISIONS3

SECTION 1: GENERAL3

 1-1.01 GENERAL3

 1-1.07 DEFINITIONS3

SECTION 2: BIDDING.....5

 2-1.01 GENERAL5

 2-1.06 BID DOCUMENTS6

 2-1.12 DISADVANTAGED BUSINESS ENTERPRISE GOAL.....7

 2-1.12B(1) GENERAL7

 2-1.12B DBE COMMITMENT SUBMITTAL7

 2-1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.....8

SECTION 3: CONTRACT AWARD AND EXECUTION.....8

 3-1.01 GENERAL9

 3-1.04 CONTRACT AWARD.....9

 3-1.05 CONTRACT BONDS.....9

 3-1.06 CONTRACTOR LICENSE.....9

SECTION 5: CONTROL OF WORK..... 10

 5-1.13 SUBCONTRACTING..... 10

 5-1.13B DISADVANTAGED BUSINESS 10

 5-1.27B RECORDS RETENTION 12

 5-1.32 AREAS FOR USE..... 12

SECTION 6: CONTROL OF MATERIALS 12

 6-2.02 QUALITY CONTROL 13

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC..... 13

 7-1.02I(2) NONDISCRIMINATION 13

 7-1.02K LABOR CODE 16

 7-1.04 PUBLIC SAFETY..... 17

| | | |
|---------------|--|----|
| 7-1.05 | INDEMNIFICATION..... | 17 |
| 7-1.06 | INSURANCE | 18 |
| 7-1.11B | FHWA-1273 | 20 |
| 7-1.11C | FEMALE AND MINORITY GOALS – Amend the Standard Specifications to read as follows: | 21 |
| 7-1.11E | TITLE VI ASSURANCES | 21 |
| 7-1.11F | USE OF UNITED STATES FLAG VESSELS – Add the following section to the Standard Specifications 22 | |
| SECTION 8: | PROSECUTION AND PROGRESS | 22 |
| 8-1.03 | PRE-CONSTRUCTION CONFERENCE..... | 22 |
| 8-1.04B | STANDARD START | 23 |
| 8-1.05 | TIME..... | 23 |
| 8-1.10 | LIQUIDATED DAMAGES | 23 |
| SECTION 9: | PAYMENTS | 24 |
| 9-1.03 | SCOPE PAYMENT | 24 |
| 9-1.07A | PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL | 24 |
| 9-1.16 | PROGRESS PAYMENTS | 24 |
| 9-1.16E | WITHHOLDS | 24 |
| 9-1.16F | RETENTIONS | 25 |
| 9-1.17D(3) | FINAL DETERMINATION OF CLAIMS | 26 |
| 9-1.12 | ARBITRATION | 26 |
| | RESOLUTION OF CONSTRUCTION CLAIMS | 26 |
| DIVISION II – | GENERAL CONSTRUCTION | 31 |
| SECTION 14: | ENVIRONMENTAL STEWARDSHIP..... | 31 |
| 14-1.02 | ENVIRONMENTALLY SENSITIVE AREAS – Add the following to the Standard Specifications:..... | 31 |
| 14-2.03 | ARCHAEOLOGICAL RESOURCES | 31 |
| 14-10 | SOLID WASTE DISPOSAL AND RECYCLING – Add the following to the Standard Specifications: | 32 |
| SECTION 84: | MARKINGS | 32 |
| 84-2 | TRAFFIC STRIPES AND PAVEMENT MARKINGS..... | 32 |

STANDARD PLANS LIST

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

http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new15.htm

A20A – Pavement Markers and Traffic Lines Typical Details (Details 1 & 5)

*Note that traffic stripes are to be 4” width in lieu of the 2018 standard of 6”

INYO COUNTY PUBLIC WORKS DEPARTMENT HSIP CENTERLINE STRIPING PROJECT TR-19-009

SPECIAL PROVISIONS

DIVISION 1 – GENERAL PROVISIONS

SECTION 1: GENERAL

1-1.01 GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the Inyo County Standard Specifications and Standard Plans, dated 2020, the California Department of Transportation Standard Specifications and Standard Plans, dated 2015, and the current Manual of Uniform Traffic Control Devices, insofar as the same may apply, and in accordance with the following Special Provisions. Copies of the Inyo County Standard Plans and Standard Specifications may be obtained on the Inyo County website under Public Works (www.inyocounty.us/county_directory.htm), the Caltrans Standard Plans and Standard Specifications and the Manual of Uniform Traffic Control Devices may be obtained from the Department of Transportation. Copies are also available for review at the Inyo County Road Department.

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

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

1-1.07 DEFINITIONS

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

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to

HSIP Centerline Striping Project – Special Provisions

transact surety insurance in California, as defined in Section 105 of the California Insurance Code.

- b) Bid Book: The Bid Package as described below.
- c) Bid Package: The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2015, Department of Transportation Standard Plans, dated 2015, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.
- d) Bid Proposal: The written offer of a bidder to perform the specified work in accordance with the Contract Documents, made out on the Bid Proposal forms furnished by the County of Inyo.
- e) Days, Calendar Days: Unless otherwise specified, days, or calendar days, means each and every day shown on the calendar, Saturdays, Sundays and holidays included.
- f) Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the Owner and Contractor which amend or change the Contract, including but not limited to, contract change orders. These documents are identified in the Contract as component parts.
- g) Contractor: Party awarded bid contract by owner.
- h) County: The County of Inyo, State of California. See also "Owner."
- i) Department: The Department of Public Works (Roads) of the County of Inyo.
- j) Director: The Director of Public Works of the County of Inyo.
- k) Department of Transportation: The Department of Public Works (Roads) of the County of Inyo, also referred to as the County; except, where Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation.
- l) Engineer: The Director of Public Works of the County of Inyo, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- m) Laboratory: The Laboratory of the Department of Public Works (Roads) or other laboratories authorized by the Department of Public Works (Roads) of the County of Inyo to test materials and work involved in the Contract.
- n) Owner: The County of Inyo, State of California.
- o) Manual of Uniform Traffic Control Devices: The current State of California Department of Transportation publication entitled *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) administered by the Federal Highway Administration.
- p) Project: The erection, construction, alteration, repair or improvement of any structure, building, road, or other type improvement of any kind, which is required directly or indirectly by the Contract.
- q) State: State of California.

- r) **State Contract Act: Chapter 1, Division 2 of the Public Contract Code.** This contract is not subject to the provisions of this Act, except for language of said act that is specifically incorporated into this Contract by reference.
- s) **Working Days:** Any day, except Saturdays, Sundays, and legal holidays (as identified in **Section 1-1.07B** of the Department of Transportation Standard Specifications), and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations.

SECTION 2: BIDDING

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

2-1.01 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.12 DISADVANTAGED BUSINESS ENTERPRISE GOAL

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

Under 49 CFR 26.13(b):

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

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

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

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

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

http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Electronic bids will not be accepted.

SECTION 3: CONTRACT AWARD AND EXECUTION

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

3-1.01 GENERAL

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

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

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

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

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

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

Contractor shall provide the following Surety Bonds:

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

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

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

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

The successful bidder must be properly licensed as required by law and consistent with the Contract Documents, at the time the contract is awarded. Such license shall be a current California Class C32 Contractor’s license or a combination of all of the specialty classifications that will be required for the

complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

SECTION 5: CONTROL OF WORK

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

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

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

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

The Agency requests the Contractor to:

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

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

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

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

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

Performance of Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

This Project has a **Disadvantaged Business Enterprise (DBE) goal of 0%** due to the lack subcontracting opportunities.

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

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

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

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

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

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

SECTION 6: CONTROL OF MATERIALS

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

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the

law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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

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

6-2.02 QUALITY CONTROL

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

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

et seq.) and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

1. As used in the specifications:

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

b. "Minority" includes:

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

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

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

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

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

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.

4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall

excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Deleted
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

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

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

7-1.02K LABOR CODE

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

Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been

HSIP Centerline Striping Project – Special Provisions

predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

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

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

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

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

7-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications.

7-1.05 INDEMNIFICATION

The Standard Specifications is amended to read:

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

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

7-1.06 INSURANCE

Add to Section 7-1.06A:

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

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

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

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

7-1.06B Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

3. Worker's Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Course of Construction: Not required.

7-1.06D Deductibles and Self-Insured Retentions

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

7-1.06E Other Insurance Provisions

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

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy
2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

7-1.06F Acceptability of Insurers

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

7-1.06G Verification of Coverage

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

certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications, at any time.

7-1.06H Waiver of Subrogation

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

7-1.06I Subcontractor

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

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

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

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS

See Attached

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

FHWA-1273 -- Revised May 1, 2012

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

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

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

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

FHWA-1273 -- Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FHWA-1273 -- Revised May 1, 2012

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

FHWA-1273 -- Revised May 1, 2012

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

FHWA-1273 -- Revised May 1, 2012

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

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

1. Instructions for Certification – First Tier Participants:

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

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

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

FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000. The nationwide goal for female utilization is **6.9 percent**. The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] for Inyo County is **24.6 percent**.

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

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

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

- a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

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

The CONTRACTOR agrees:

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

SECTION 8: PROSECUTION AND PROGRESS

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

8-1.03 PRE-CONSTRUCTION CONFERENCE

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

Contractor's representatives at this conference should include all major superintendents for the work and may include subcontractors.

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

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

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

The Contractor shall diligently prosecute the project to completion before the expiration of **thirty (30) working days** after the date that is deemed to be Contractor's first working day.

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

The Contractor shall pay to the County of Inyo the sum of **\$500.00 per day** for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

SECTION 9: PAYMENTS

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

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

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

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

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

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

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

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

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

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

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all

securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.
- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

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

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

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

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

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

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

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

9-1.17D(3) FINAL DETERMINATION OF CLAIMS – Replace the 3rd and 4th paragraph with: The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative. A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

9-1.12 ARBITRATION – Amend the Standard Specifications to read: This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

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

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

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

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

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

Section 20104.4 of the Public Contract Code provides:

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

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

C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986**

(Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

Section 20104.6 of the Public Contract Code provides:

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

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

Section 9204 of the Public Contract Code provides:

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

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

c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

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

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

DIVISION II – GENERAL CONSTRUCTION

SECTION 14: ENVIRONMENTAL STEWARDSHIP

14-1.02 ENVIRONMENTALLY SENSITIVE AREAS – Add the following to the Standard Specifications:

On State Line Road the edge of pavement constitutes an Environmentally Sensitive Area (ESA) and no work activity may occur beyond the ESA line.

14-2.03 ARCHAEOLOGICAL RESOURCES

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop
HSIP Centerline Striping Project – Special Provisions

such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, “Differing Site Conditions,”** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated within **Section 4-1.06, “Differing Site Conditions,”** of the Standard Specifications.

14-10 SOLID WASTE DISPOSAL AND RECYCLING – Add the following to the Standard Specifications:

All trash and food items must be contained in closed (raven-proof) containers and removed daily. Upon project completion, construction refuse must be removed from site and properly disposed.

SECTION 84: MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

The bidder’s attention is directed to the provisions in **Section 84-2.02 C – D, MATERIALS – Paint and Glass Beads**, and in **Section 84-2.03, “CONSTRUCTION** of the Standard Specifications and these Special Provisions.

The work for this item shall consist of installing traffic striping per the Project Plans. Striping shall be applied in one coat (at a rate of 107 sqft/gal), including application of glass beads (at a rate of 5 lbs/gal).

Traffic stripe paint shall conform to the requirements in State Specification No. PTWB-01. Glass beads shall conform to State Specification No. 8010-004.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

- END OF SECTION -

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 ITEMIZED IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. CONSTRUCTION TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT VERSION OF THE CALIFORNIA M.U.T.C.D. AND THE PROJECT SPECIAL PROVISIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE TRAFFIC CONTROL AND DETERMINING PROPER PLACEMENT OF SIGNS AND/OR FLAGGERS.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AS WELL THE CALTRANS STANDARD PLANS AND SPECIFICATIONS INCLUDING ALL ISSUED AMENDMENTS DATED 2015.
5. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND APPROVALS. SIGNATURES BY THE COUNTY ENGINEER AND/OR THE PUBLIC WORKS DIRECTOR ON THESE PLANS DO NOT IMPLY THAT OTHER REQUIRED APPROVALS HAVE OR WILL BE OBTAINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED APPROVALS AND PERMITS.
7. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE ENGINEER.
8. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF 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.



COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

HSIP CENTERLINE STRIPING PROJECT

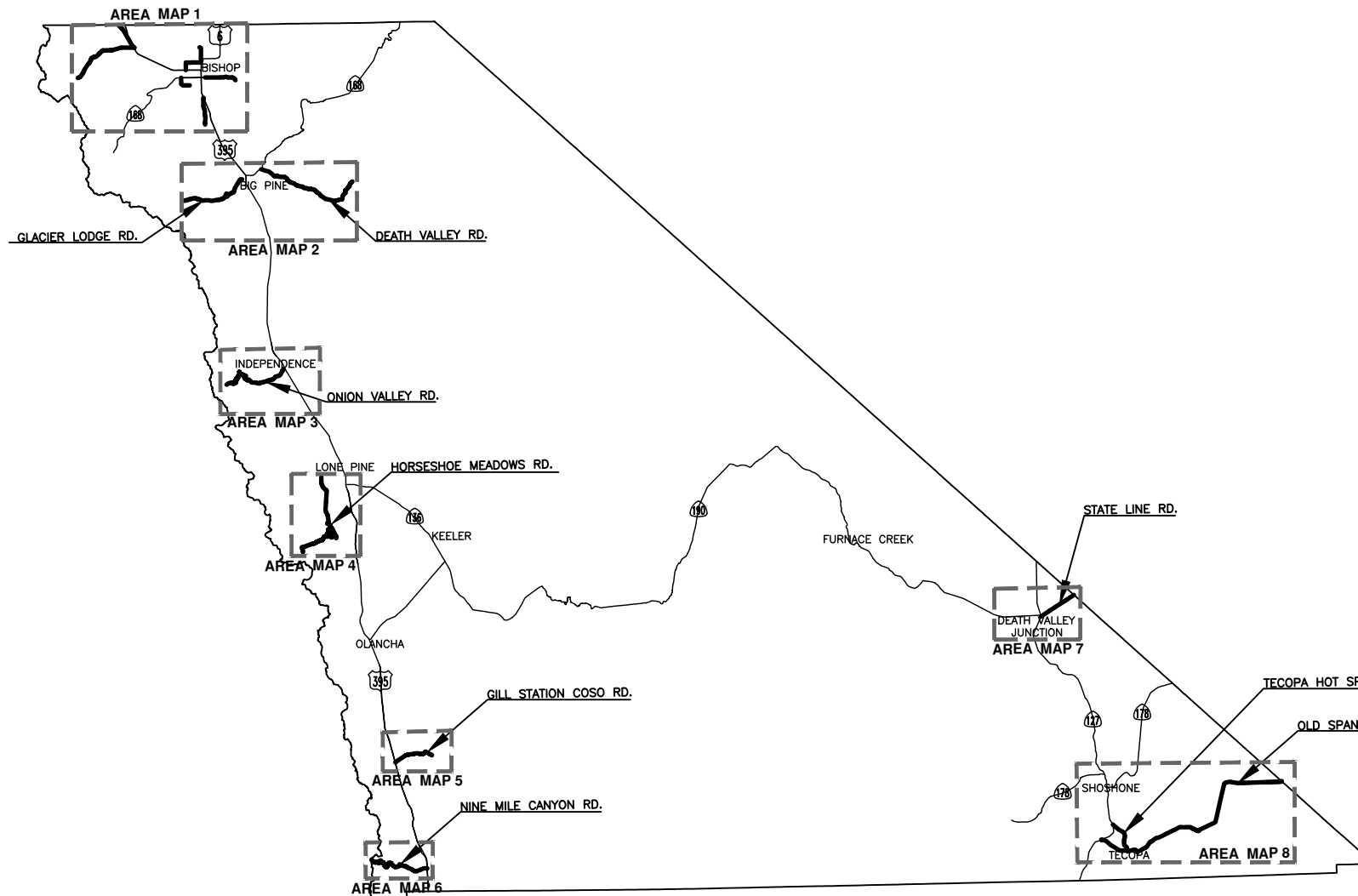
TR-19-009

FEDERAL PROJECT NO. HSIPL-5948(094)
 TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS, SPECIFICATIONS
 (INCLUDING ALL ISSUED AMENDMENTS) DATED 2015
 AND THE MOST RECENT VERSION OF THE CALIFORNIA M.U.T.C.D.

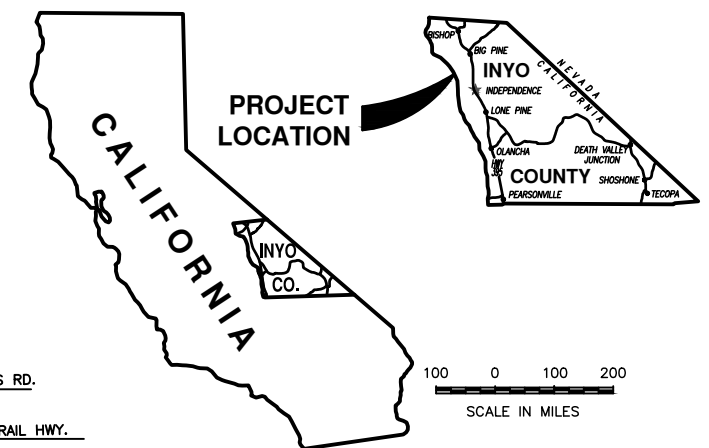
SHEET INDEX

1. TITLE SHEET / VICINITY MAP
2. QUANTITY ESTIMATE & DETAILS
3. AREA MAP 1
4. AREA MAP 2
5. AREA MAP 3
6. AREA MAP 4
7. AREA MAP 5
8. AREA MAP 6
9. AREA MAP 7
10. AREA MAP 8

| SITE NO. | ROAD NAME | ROAD LENGTH TO BE STRIPED (MILES) |
|----------|------------------------|-----------------------------------|
| 1 | Pine Creek Rd. | 9.4 |
| 2 | Old Sherwin Grade Rd. | 3.7 |
| 3 | Reata Rd. | 1.1 |
| 4 | Underwood Ln. | 0.4 |
| 5 | Brockman Ln. | 1.0 |
| 6 | Dixon Ln. | 2.0 |
| 7 | Five Bridges Rd. | 2.1 |
| 8 | Poleta Rd. | 3.1 |
| 9 | Gerkin Rd. | 3.3 |
| 10 | Glacier Lodge Rd. | 9.9 |
| 11 | Death Valley Rd. | 15.2 |
| 12 | Onion Valley Rd. | 12.6 |
| 13 | Horseshoe Meadows Rd. | 19.0 |
| 14 | Gill Station Coso Rd. | 4.4 |
| 15 | Nine Mile Canyon Rd. | 9.0 |
| 16 | State Line Rd. | 5.2 |
| 17 | Old Spanish Trail Hwy. | 30.1 |
| 18 | Tecopa Hot Springs Rd. | 4.4 |



LOCATION MAP



INYO COUNTY, CALIFORNIA
VICINITY MAP & PROJECT SCOPE
 NTS



Michael Errante

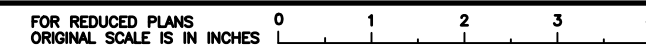
DIRECTOR OF PUBLIC WORKS

5/12/2021

APPROVAL DATE



| | | | |
|--|---------------------------|---|----------------------------|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | HSIP CENTERLINE STRIPING PROJECT PLANS | |
| Date: | TITLE SHEET/ VICINITY MAP | | |
| Designed by: TTAYLOR | Drawn by: JT RAUSCHT | Date: | Drawing Name: Plans.dwg |
| Project Engineer: TTAYLOR | Checked By: | Date: | SHEET <u>1</u> OF <u>9</u> |



S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Plans.dwg

| SITE NO. | ROAD NAME | ROAD LENGTH TO BE STRIPED (MILES) | Centerline Scope | Edge Line Scope |
|----------|------------------------|-----------------------------------|--|--|
| 1 | Pine Creek Rd. | 9.4 | Match existing pattern entire length. Start at cattle guard at Hwy 395 / Pine Creek Rd. intersection. End at limit of existing CL. | N/A |
| 2 | Old Sherwin Grade Rd. | 3.7 | Match existing pattern entire length. Start at intersection with Pine Creek Road. End at Inyo/ Mono County boundary line. | N/A |
| 3 | Reata Rd. | 1.1 | Match existing pattern entire length. Start at intersection with Hwy 168 (Line Street). Continue to Underwood Lane (Reata Rd becomes Underwood) | N/A |
| 4 | Underwood Ln. | 0.4 | Match existing pattern entire length. Start at the continuation of Reata Rd. End at stop sign for the Orinda Dr. / Underwood Lane intersection. | N/A |
| 5 | Brockman Ln. | 1 | Match existing pattern except for pattern change on vertical curve south of the Dixon Lane intersection to be field marked by Engineer prior to beginning work. Start at the intersection of Hwy 395 / Brockman Lane. Continue North. End at limit of existing striping at the Dixon Lane/ Brockman intersection. | N/A |
| 6 | Dixon Ln. | 2 | Match existing pattern entire length. Start at intersection of Brockman / Dixon Lane. End at intersection of Hwy 6 / Dixon Lane. | N/A |
| 7 | Five Bridges Rd. | 2.1 | Match existing pattern entire length. Start at intersection of Hwy 6 / Five Bridges Rd. End at the cattle guard adjacent to Granite Construction Facility. | N/A |
| 8 | Poleta Rd. | 3.1 | Match existing pattern except for pattern change on vertical curve east of the Cemetery to be field marked by Engineer prior to beginning work. Start CL at the City of Bishop boundary immediately west of the Canal. End CL at limit of existing striping ~185' east of Laws-Poleta Road intersection. | Start edge lines at CL start location. Match existing alignment. End edge lines where pavement narrows ~2.1 miles east |
| 9 | Gerkin Rd. | 3.3 | Match existing pattern entire length. Start CL at the intersection of Hwy 395 / Gerkin Road. End at the limit of existing CL just south of the intersection with Cottonwood Drive. | Start new edge lines at CL start location. Continue to the intersection with Sunland Drive and tie into existing edge lines. |
| 10 | Glacier Lodge Rd. | 9.9 | Match existing pattern entire length. Start CL at existing striping outside of residential Big Pine. Continue to the limit of existing striping at roads end. | N/A |
| 11 | Death Valley Rd. | 15.2 | Match existing pattern entire length. Start CL at intersection with Hwy 168 and continue to limit of existing striping ~15.2 miles. | N/A |
| 12 | Onion Valley Rd. | 12.6 | Start CL at cattle guard just outside Independence. Match existing striping pattern for the first ~1.6 miles. Change pattern to two-direction NO-passing at location field marked by Engineer @~1.6 miles as shown. Continue two-direction no-passing to limit of existing striping at the Onion Valley Trailhead. | N/A |
| 13 | Horseshoe Meadows Rd. | 19.0 | Start CL at intersection with Whitney Portal Road. Match existing striping pattern for the first ~6.2 miles. Change pattern to two-direction NO-passing at location field marked by Engineer @~6.2 miles as shown. Continue two-direction no-passing to limit of existing striping at ~19.0 miles. | N/A |
| 14 | Gill Station Coso Rd. | 5.6 | Start CL at intersection with Hwy 395. Match existing striping pattern where striping exists in the first for the first 500 feet. Install NEW DASHED CENTERLINE per CT Standard Plan A20A Detail 5 for remaining distance until quality pavement ends at ~4.4 miles. | N/A |
| 15 | Nine Mile Canyon Rd. | 9.9 | Start CL at intersection with Hwy 395. Match existing pattern entire length. No Centerline Stripe needed due to narrow road width at ~6.6 miles from the Hwy 395 intersection, continuing for ~0.9 miles. Continue to the Inyo County / Tulare County boundary. | N/A |
| 16 | State Line Rd. | 5.2 | Match existing pattern entire length. Start CL at the intersection with Hwy 127. Continue to the Nevada border. | N/A |
| 17 | Old Spanish Trail Hwy. | 30.1 | Start CL at intersection with Hwy 127. Match existing striping pattern entire length. Continue to the Inyo County / Nevada State Line boundary. | N/A |
| 18 | Tecopa Hot Springs Rd. | 4.4 | Start CL at intersection with Hwy 127. Match existing pattern entire length. Continue to the intersection with Old Spanish Trail Hwy. | 2.0 road miles of NEW edge line at 11' lanes. Hwy 127 to Furnace Creek Road. Specific locations for start and stop will be marked in the field. Layout Line may be needed. |

NOTES:

- INSTALL 4" WIDE CENTERLINE TRAFFIC STRIPE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, AND AT THE DIRECTION OF THE ENGINEER. ALL DOUBLE YELLOW TRAFFIC STRIPES, INCLUDING ONE-DIRECTION NO-PASSING STRIPING, SHALL INCLUDE BLACK PAINT IN THE 3" GAP BETWEEN YELLOW STRIPES. REFER TO CALTRANS STANDARD PLAN A20A DETAILS 1 & 5. ALL TRAFFIC STRIPE WIDTHS TO BE 4".
- ENSURE THAT THE STRIPING CYCLE MATCHES THE EXISTING STRIPING WHEN APPLYING PAINT OVER EXISTING STRIPING AT EACH LOCATION CHANGE PRIOR TO BEGINNING WORK. RE-CALIBRATE THE STRIPING MACHINE AS NEEDED TO AVOID CONFLICT. LAY-OUT-LINES MAY BE NEEDED FOR EDGE STRIPING LOCATIONS.
- VERIFY LOCATIONS IN FIELD WITH ENGINEER BEFORE STARTING, STOPPING, OR CHANGING STRIPING PATTERN.
- ANY AND ALL EXISTING SOLID SINGLE YELLOW CENTERLINES (INCLUDING LEAD LINES) ARE TO BE STRIPED OVER TO CREATE A DOUBLE YELLOW CENTERLINE. CENTER THE 3" BLACK STRIPE OVER THE EXISTING SINGLE SOLID YELLOW CENTERLINE.
- FOR SECTIONS OF EXISTING DASHED CENTERLINE THAT ARE TO BE CHANGED TO TWO-DIRECTION NO-PASSING AND/OR ONE-DIRECTION NO-PASSING, CENTER THE 3" BLACK STRIPE ON THE EXISTING DASHED YELLOW STRIPE ALIGNMENT.
- CONTRACTOR SHALL REMOVE ALL IMPROPERLY PLACED STRIPING, OVERSPRAY, AND PAINT IN GAPS USING A PRE-APPROVED METHOD WITH MINIMAL DAMAGE TO EXISTING PAVEMENT. NO ADDITIONAL PAYMENT WILL BE INCLUDED FOR REMOVAL OF IMPROPERLY PLACED STRIPING.

| SITE NO. | ROAD NAME | ROAD LENGTH TO BE STRIPED (MILES) | PAINTED TRAFFIC STRIPE - ESTIMATED QUANTITIES | | |
|----------|------------------------|-----------------------------------|---|----------------------------------|-------------------------|
| | | | YELLOW CENTERLINE - BROKEN* | DOUBLE YELLOW CENTERLINE - SOLID | WHITE EDGE LINE - SOLID |
| 1 | Pine Creek Rd. | 9.4 | 18,670 LF | 31,490 LF | |
| 2 | Old Sherwin Grade Rd. | 3.7 | 16,546 LF | 2,990 LF | |
| 3 | Reata Rd. | 1.1 | 4,491 LF | 1,317 LF | |
| 4 | Underwood Ln. | 0.4 | 2,065 LF | 50 LF | |
| 5 | Brockman Ln. | 2 | 9,160 LF | 1,400 LF | |
| 6 | Dixon Ln. | 2 | 7,260 LF | 3,300 LF | |
| 7 | Five Bridges Rd. | 2.1 | 10,918 LF | 170 LF | |
| 8 | Poleta Rd. | 3.1 | 11,930 LF | 4,440 LF | 22,176 LF |
| 9 | Gerkin Rd. | 3.3 | 5,050 LF | 12,370 LF | 3,170 LF |
| 10 | Glacier Lodge Rd. | 9.9 | 50,272 LF | 2,000 LF | |
| 11 | Death Valley Rd. | 15.2 | 32,206 LF | 48,050 LF | |
| 12 | Onion Valley Rd. | 12.6 | 8,448 LF | 58,080 LF | |
| 13 | Horseshoe Meadows Rd. | 19.0 | 32,740 LF | 67,580 LF | |
| 14 | Gill Station Coso Rd. | 5.6 | 22,730 LF | 500 LF | |
| 15 | Nine Mile Canyon Rd. | 9.0 | 6,336 LF | 41,184 LF | |
| 16 | State Line Rd. | 5.2 | 27,206 LF | 250 LF | |
| 17 | Old Spanish Trail Hwy. | 30.1 | 137,600 LF | 21,320 LF | |
| 18 | Tecopa Hot Springs Rd. | 4.4 | 9,630 LF | 13,600 LF | 21,120 LF |
| TOTAL | | | 413,258 LF | 310,091 LF | 46,466 LF |

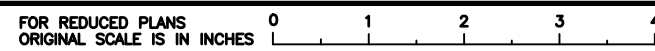
Michael Errante

DIRECTOR OF PUBLIC WORKS
5/12/2021

APPROVAL DATE

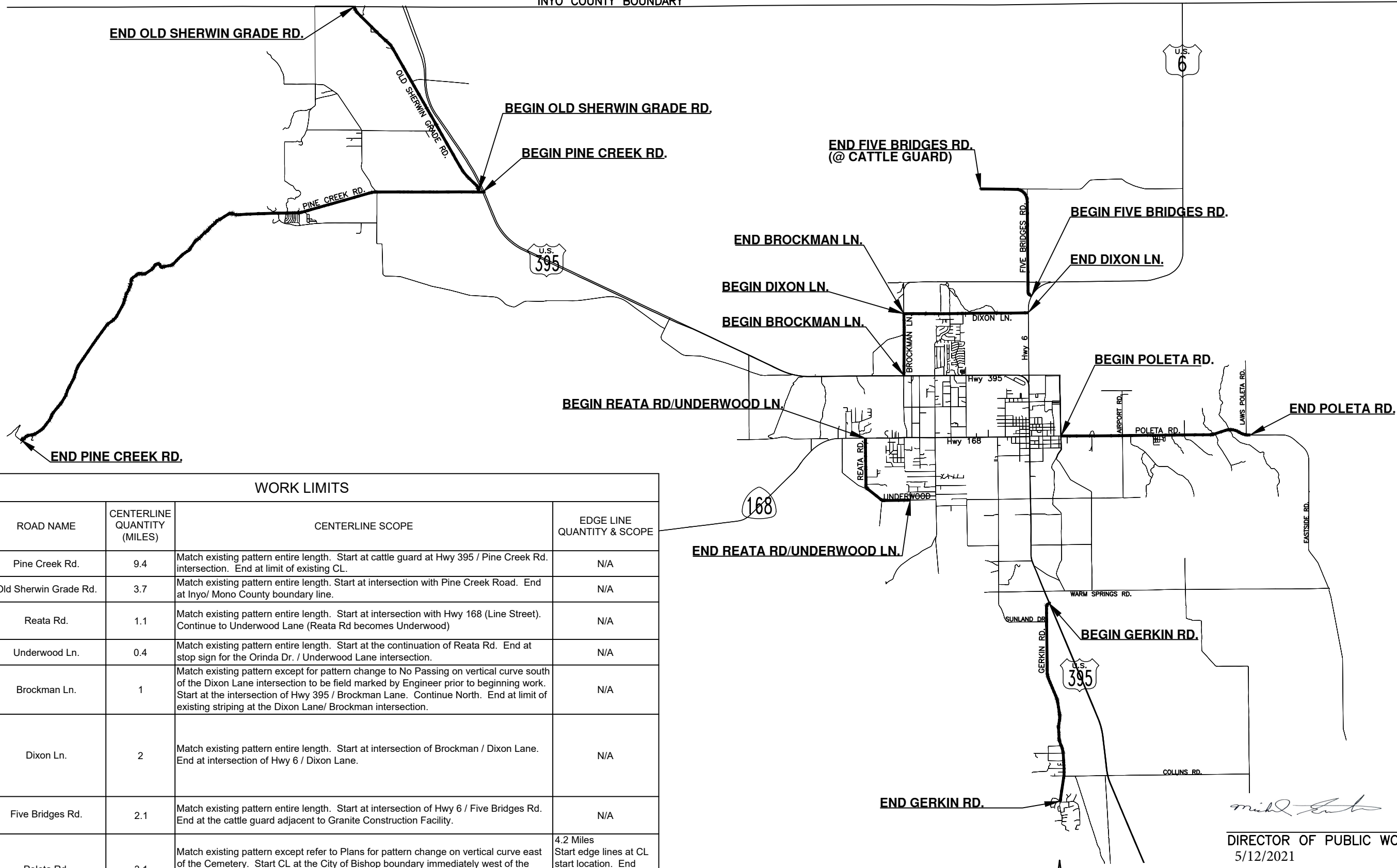


| | |
|--|---|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | HSIP CENTERLINE STRIPING PROJECT |
| Date: | QUANTITY ESTIMATE & DETAILS |
| Drawing Name: Plans.dwg | SHEET <u>2</u> OF <u>9</u> |



Revised By: _____ Date: _____
Project Engineer: TTAYLOR

Checked By: _____ Date: _____
Designed by: TTAYLOR Drawn by: JTRAUSCHT Date: _____

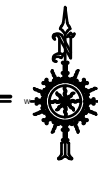


WORK LIMITS

| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
|----------|-----------------------|-----------------------------|---|--|
| 1 | Pine Creek Rd. | 9.4 | Match existing pattern entire length. Start at cattle guard at Hwy 395 / Pine Creek Rd. intersection. End at limit of existing CL. | N/A |
| 2 | Old Sherwin Grade Rd. | 3.7 | Match existing pattern entire length. Start at intersection with Pine Creek Road. End at Inyo/ Mono County boundary line. | N/A |
| 3 | Reata Rd. | 1.1 | Match existing pattern entire length. Start at intersection with Hwy 168 (Line Street). Continue to Underwood Lane (Reata Rd becomes Underwood) | N/A |
| 4 | Underwood Ln. | 0.4 | Match existing pattern entire length. Start at the continuation of Reata Rd. End at stop sign for the Orinda Dr. / Underwood Lane intersection. | N/A |
| 5 | Brockman Ln. | 1 | Match existing pattern except for pattern change to No Passing on vertical curve south of the Dixon Lane intersection to be field marked by Engineer prior to beginning work. Start at the intersection of Hwy 395 / Brockman Lane. Continue North. End at limit of existing striping at the Dixon Lane/ Brockman intersection. | N/A |
| 6 | Dixon Ln. | 2 | Match existing pattern entire length. Start at intersection of Brockman / Dixon Lane. End at intersection of Hwy 6 / Dixon Lane. | N/A |
| 7 | Five Bridges Rd. | 2.1 | Match existing pattern entire length. Start at intersection of Hwy 6 / Five Bridges Rd. End at the cattle guard adjacent to Granite Construction Facility. | N/A |
| 8 | Poleta Rd. | 3.1 | Match existing pattern except refer to Plans for pattern change on vertical curve east of the Cemetery. Start CL at the City of Bishop boundary immediately west of the Canal. End CL at limit of existing striping ~185' east of Laws-Poleta Road intersection. | 4.2 Miles Start edge lines at CL start location. End edge lines where pavement narrows ~2.1 miles east |
| 9 | Gerkin Rd. | 3.3 | Match existing pattern entire length. Start CL at the intersection of Hwy 395 / Gerkin Road. End at the limit of existing CL just south of the intersection with Cottonwood Drive. | Start edge lines at CL start location. Continue to the intersection with Sunland Drive and tie into existing edge lines. (Include re-stripe of existing Fog Lines??) |

* QUANTITIES OF FOG LINES ACCOUNT FOR BOTH SIDES OF THE ROADWAY

AREA MAP 1, SITES 1 - 9
VICINITY MAP & PROJECT SCOPE
NTS



Michael Erravine
DIRECTOR OF PUBLIC WORKS
 5/12/2021
 APPROVAL DATE

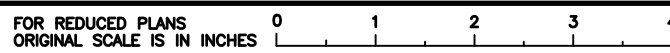


Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

HSIP CENTERLINE STRIPING PROJECT

Date: _____

AREA MAP 1



Revised By: _____ Date: _____

Project Engineer: TTAYLOR

Checked By: _____ Date: _____

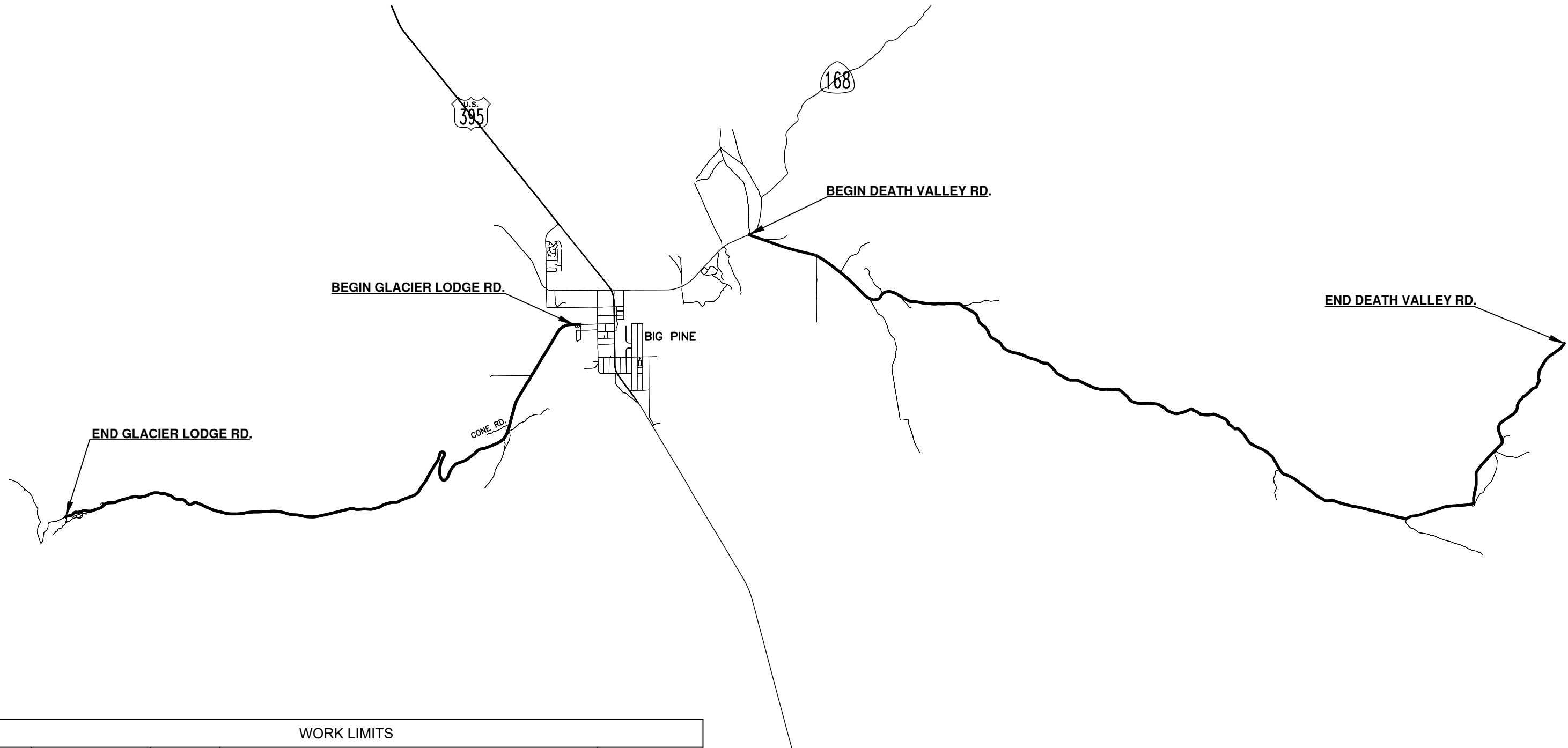
Designed by: TTAYLOR

Drawn by: JTRAUSCHT

Drawing Name: Plans.dwg

SHEET 3 OF 9

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planadwg



| WORK LIMITS | | | | |
|-------------|-------------------|-----------------------------|---|----------------------------|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 10 | Glacier Lodge Rd. | 9.9 | Match existing pattern entire length. Start CL at existing striping outside of residential Big Pine. Continue to the limit of existing striping at roads end. | N/A |
| 11 | Death Valley Rd. | 15.2 | Match existing pattern entire length. Start CL at intersection with Hwy 168. End at limit of existing striping ~15.2 miles east. | N/A |

Michael Errante

DIRECTOR OF PUBLIC WORKS

5/12/2021

APPROVAL DATE

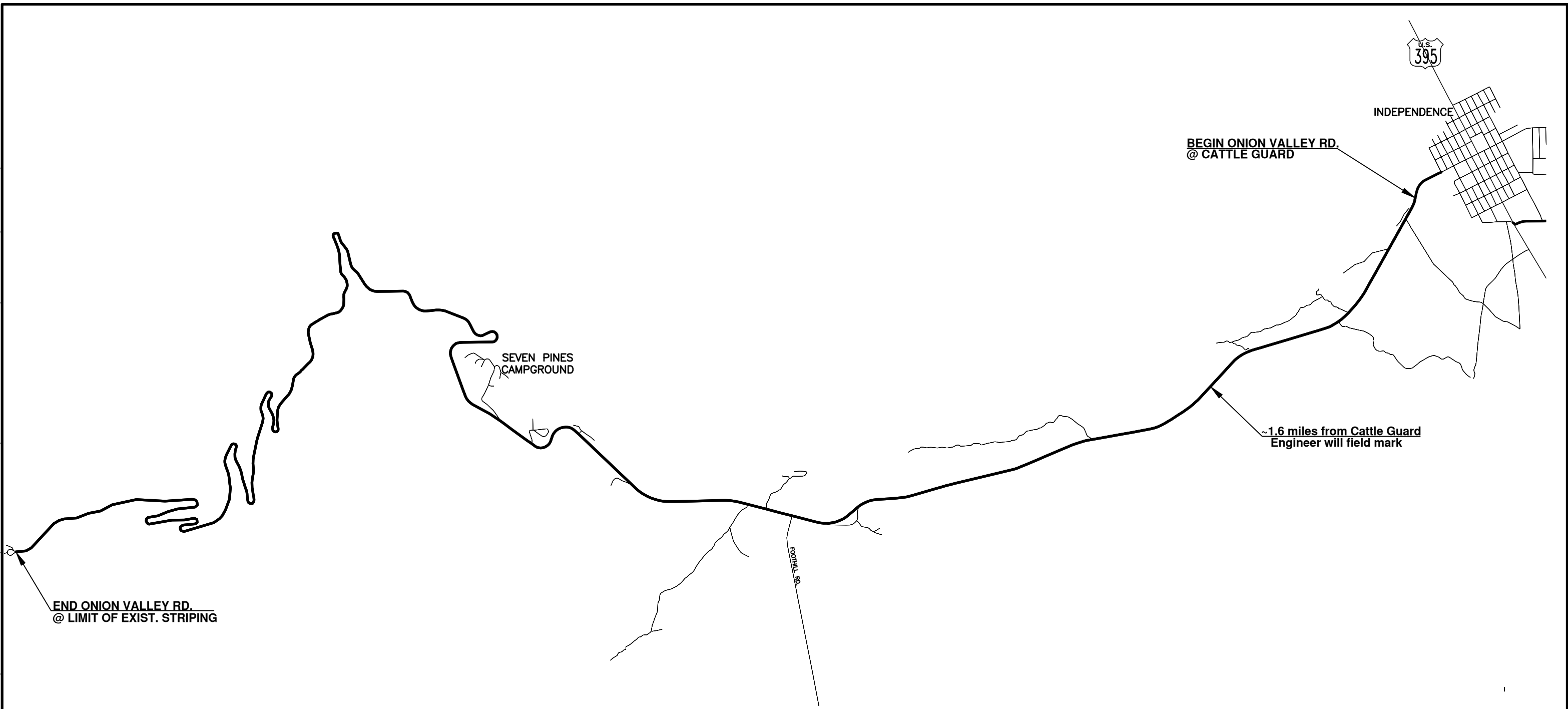


AREA MAP 2, SITES 10-11
VICINITY MAP & PROJECT SCOPE
 NTS



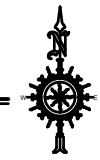
| | | | |
|--|--|---|--|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | HSIP CENTERLINE STRIPING PROJECT | |
| Date: | | AREA MAP 2 | |

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planadwg



| WORK LIMITS | | | | |
|-------------|------------------|-----------------------------|--|----------------------------|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 12 | Onion Valley Rd. | 12.6 | Start CL at cattle guard just outside Independence. Match existing striping pattern for the first ~1.6 miles. Change pattern to two-direction NO-passing at location field marked by Engineer @~1.6 miles as shown. Continue two-direction no-passing to limit of existing striping at the Onion Valley Trailhead. | N/A |

AREA MAP 3, SITE 12
VICINITY MAP & PROJECT SCOPE
 NTS



Michael Errante

DIRECTOR OF PUBLIC WORKS
 5/12/2021
 APPROVAL DATE



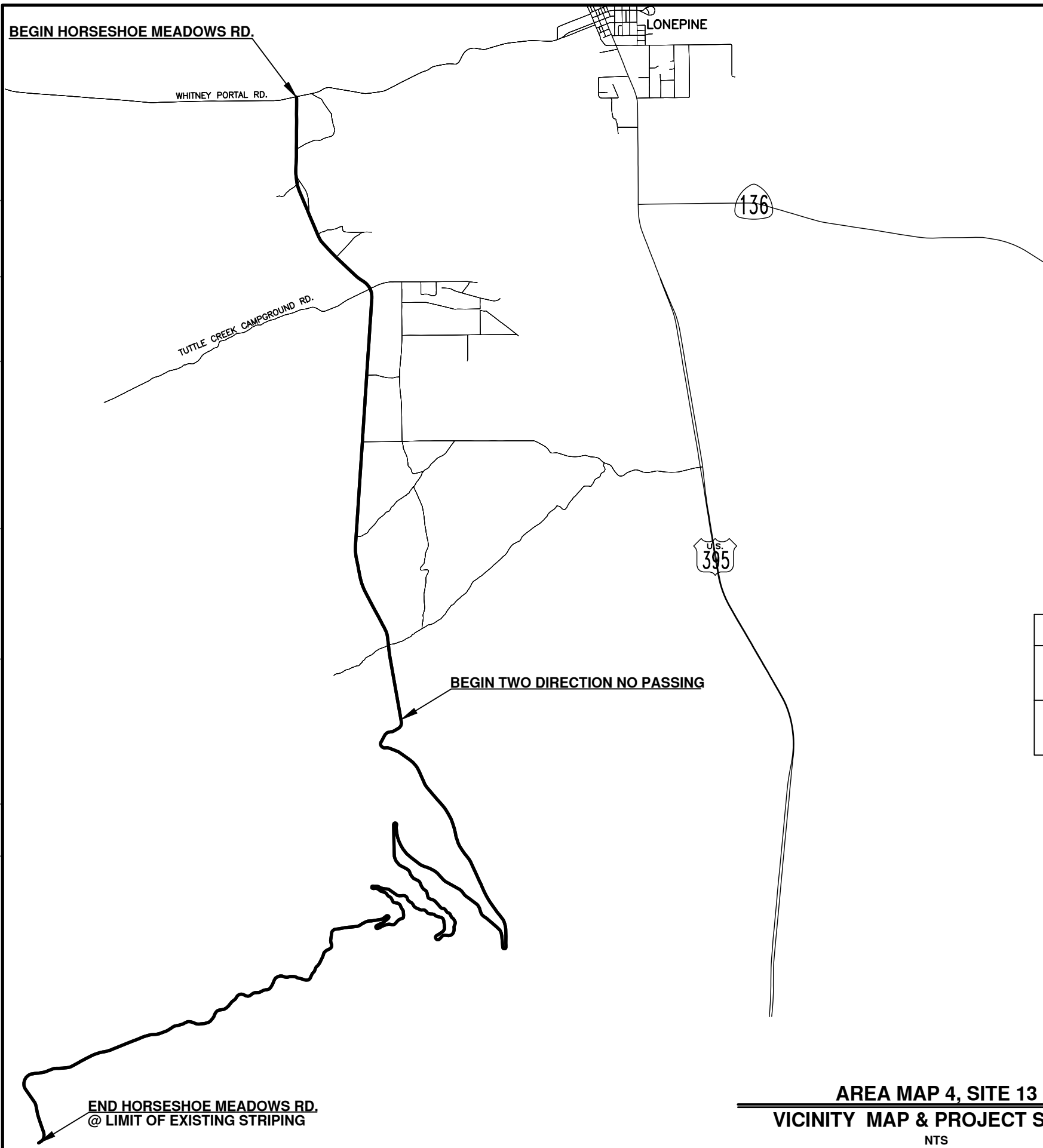
Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

HSIP CENTERLINE STRIPING PROJECT

Date: _____

AREA MAP 3

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planar.dwg



| WORK LIMITS | | | | |
|-------------|-----------------------|-----------------------------|--|----------------------------|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 13 | Horseshoe Meadows Rd. | 19.0 | Start CL at intersection with Whitney Portal Road. Match existing striping pattern for the first ~6.2 miles. Change pattern to two-direction NO-passing at location field marked by Engineer @~6.2 miles as shown. Continue two-direction no-passing to limit of existing striping at ~19.0 miles. | N/A |

Michael Errante

DIRECTOR OF PUBLIC WORKS

5/12/2021

APPROVAL DATE



AREA MAP 4, SITE 13
VICINITY MAP & PROJECT SCOPE
 NTS



| | | | |
|--|--|---|--|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | HSIP CENTERLINE STRIPING PROJECT | |
| Date: | | AREA MAP 4 | |

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3 4

Revised By: _____ Date: _____

Project Engineer: TTAYLOR

Checked By: _____ Date: _____

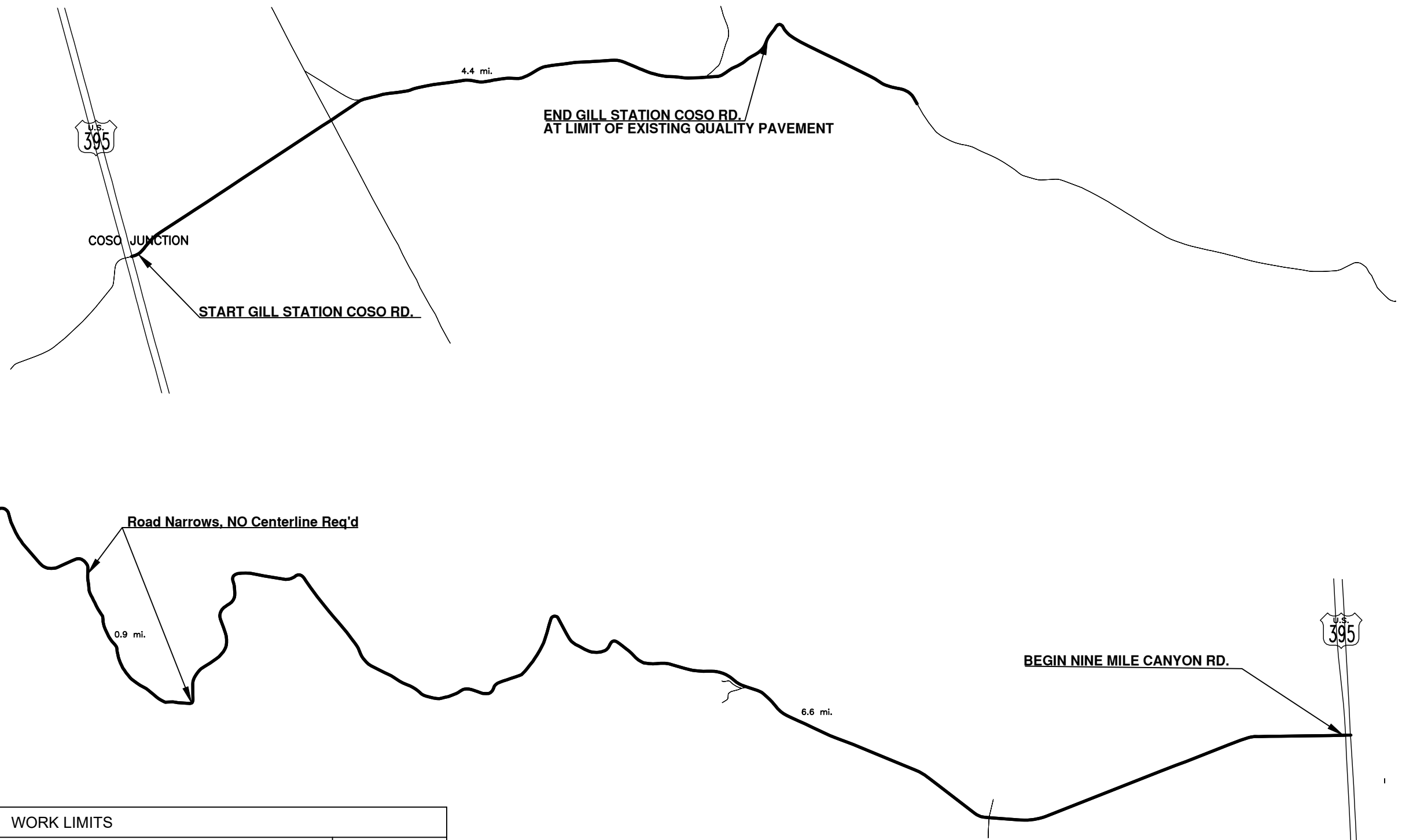
Designed by: TTAYLOR

Drawn by: JTRAUSCHT Date: _____

Drawing Name: Plans.dwg

SHEET 6 OF 9

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planadwg



| WORK LIMITS | | | | |
|-------------|-----------------------|-----------------------------|--|----------------------------|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 14 | Gill Station Coso Rd. | 4.4 | Start CL at intersection with Hwy 395. Match existing striping pattern where striping exists in the first for the first 500 feet. Install NEW DASHED CENTERLINE per CT Standard Plan A20A Detail 5 for remaining distance until quality pavement ends at ~4.4 miles. | N/A |
| 15 | Nine Mile Canyon Rd. | 9.0 | Start CL at intersection with Hwy 395. Match existing pattern entire length. No Centerline Stripe needed due to narrow road width at ~6.6 miles from the Hwy 395 intersection, continuing for ~0.9 miles. Continue to the Inyo County / Tulare County boundary. | N/A |

Michael Errante
 DIRECTOR OF PUBLIC WORKS
 5/12/2021
 APPROVAL DATE



AREA MAP 5 (TOP) & 6 (BOTTOM), SITES 14 & 15
VICINITY MAP & PROJECT SCOPE
 NTS



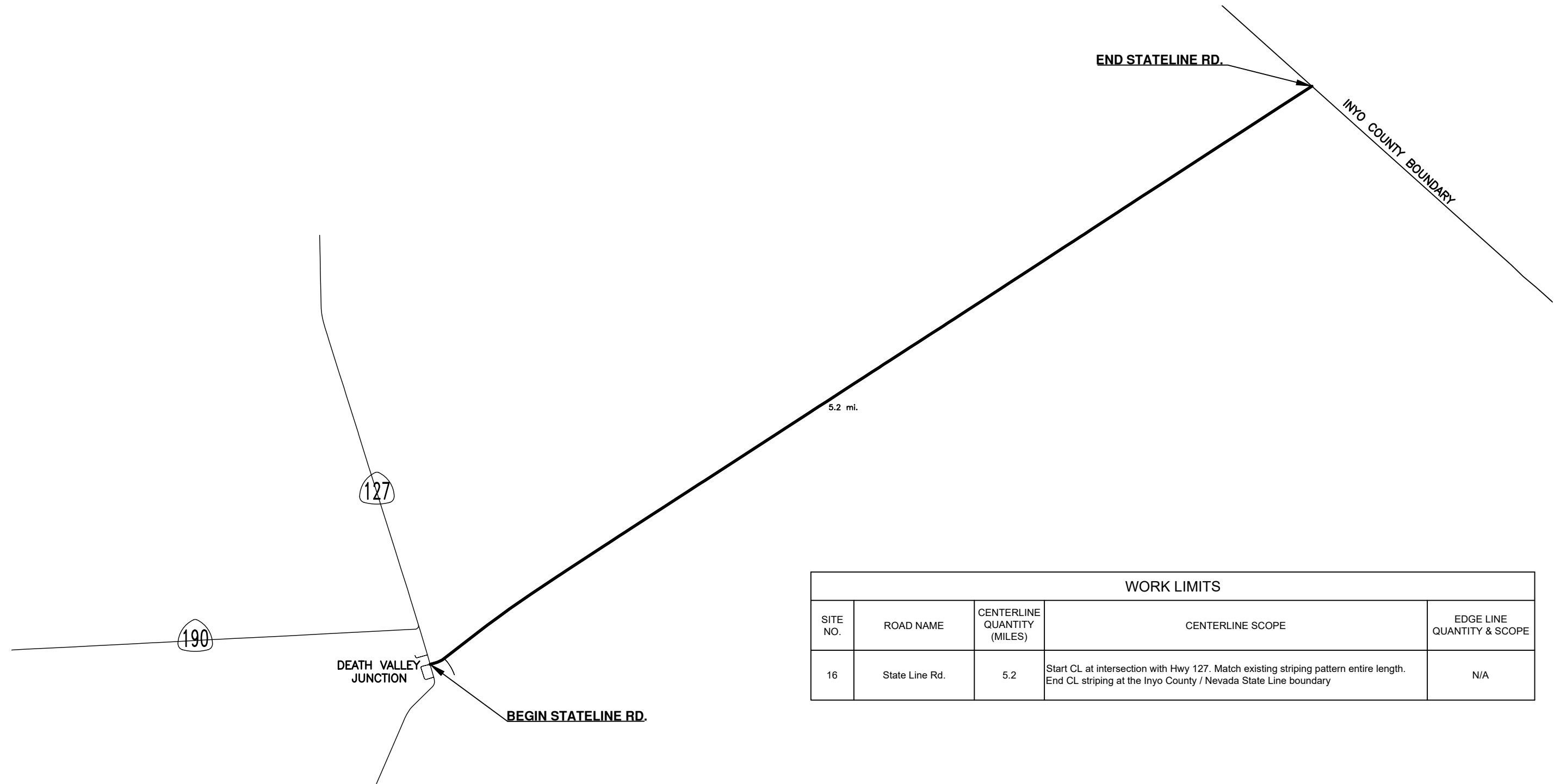
Plans Prepared by:
INYO COUNTY
PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

HSIP CENTERLINE
STRIPING PROJECT

Date: _____

AREA MAP 5 & 6

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planadwg



| WORK LIMITS | | | | |
|-------------|----------------|-----------------------------|---|----------------------------|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 16 | State Line Rd. | 5.2 | Start CL at intersection with Hwy 127. Match existing striping pattern entire length. End CL striping at the Inyo County / Nevada State Line boundary | N/A |

Michael Errante

DIRECTOR OF PUBLIC WORKS

5/12/2021

APPROVAL DATE



AREA MAP 7, SITE 16
VICINITY MAP & PROJECT SCOPE
 NTS

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

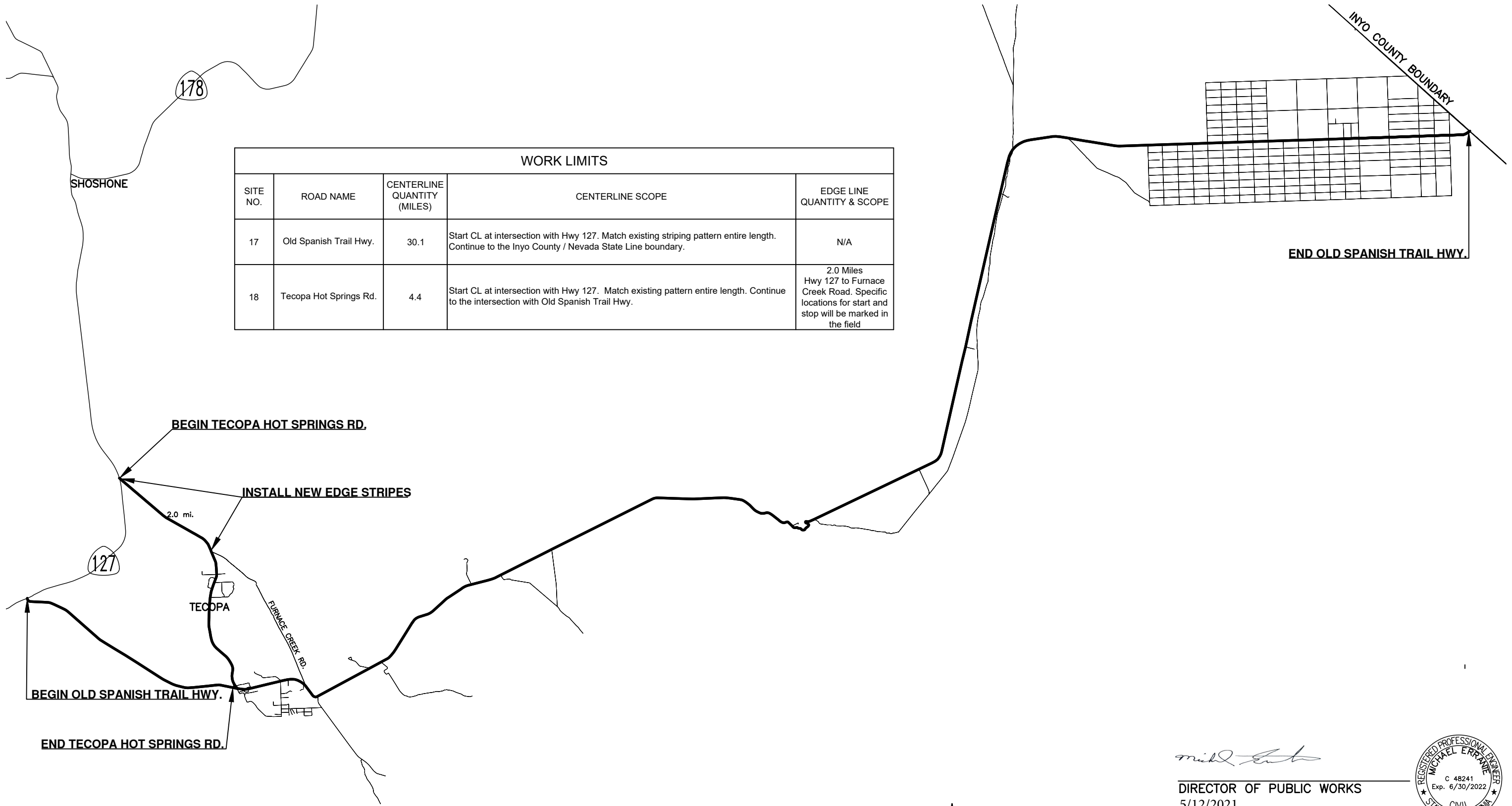
HSIP CENTERLINE STRIPING PROJECT

Date: AREA MAP 7

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

| | | | | | | | | | | | | | |
|-------------|--|--|--|--|--|------------------------------|-------------|-------|-------------------------|------------------------|-------|----------------------------|----------------------------|
| Revised By: | | | | | | Project Engineer: TTAYLOR | Checked By: | Date: | Designed by: TTAYLOR | Drawn by: JTRAUSCHT | Date: | Drawing Name: Plans.dwg | SHEET <u>8</u> OF <u>9</u> |
|-------------|--|--|--|--|--|------------------------------|-------------|-------|-------------------------|------------------------|-------|----------------------------|----------------------------|

S:\OPEN PROJECTS\2-Roads Projects\HSIP Centerline Striping TR-19-009\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Planadwg



| WORK LIMITS | | | | |
|-------------|------------------------|-----------------------------|---|--|
| SITE NO. | ROAD NAME | CENTERLINE QUANTITY (MILES) | CENTERLINE SCOPE | EDGE LINE QUANTITY & SCOPE |
| 17 | Old Spanish Trail Hwy. | 30.1 | Start CL at intersection with Hwy 127. Match existing striping pattern entire length. Continue to the Inyo County / Nevada State Line boundary. | N/A |
| 18 | Tecopa Hot Springs Rd. | 4.4 | Start CL at intersection with Hwy 127. Match existing pattern entire length. Continue to the intersection with Old Spanish Trail Hwy. | 2.0 Miles Hwy 127 to Furnace Creek Road. Specific locations for start and stop will be marked in the field |

AREA MAP 8, SITES 17-18
VICINITY MAP & PROJECT SCOPE
 NTS



Michael Errante

DIRECTOR OF PUBLIC WORKS
 5/12/2021

APPROVAL DATE



Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

HSIP CENTERLINE STRIPING PROJECT

Date:

AREA MAP 8

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

| | | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|--|
| Revised By: | | | | | | | | | | |
| Date: | | | | | | | | | | |

Project Engineer:
 TTAYLOR

Checked By: _____ Date: _____

Designed by:
 TTAYLOR

Drawn by: _____ Date: _____
 JTRAUSCHT

Drawing Name:
 Plans.dwg

SHEET 9 OF 9



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Aaron Steinwand

SUBJECT: 2021-2022 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, and Schedule

RECOMMENDED ACTION:

Request Board approve the 2021-2022 Fiscal Year Lower Owens River Project Annual Work Plan, implementation of which is contingent on approval by the L.A. Board of Water and Power Commissioners.

SUMMARY/JUSTIFICATION:

The County and LADWP are jointly responsible for funding the LORP. For the past 13 years, funds set aside as a credit from LADWP, and funds in the LORP Trust Account, have been drawn upon to pay the County's share of its LORP costs. The responsibilities and obligations of each party are described in the May 18, 2010, *Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning the Operations and Funding of the Lower Owens River Project*; commonly referred to as the Post-Imp Agreement. This funding agreement commits each of the parties to fund the LORP for 15 years, ending July 11, 2022. According to the Post-Imp Agreement (Sec. II.A), after July 11, 2022, the required river flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted.

The beginning Post-Imp Agreement Credit Account balance was \$2,253,033, and the beginning Trust Account balance was \$3,368,017 for a total balance of \$5,621,050. As of June 11, 2021, the Credit Account has a balance of \$876,692, and the LORP trust as of April 30, 2021 was \$2,234,857. The sum of these balances is \$3,111,549.

The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for approval.

The 2021-2022 Work Plan was prepared in accordance with Sections D, E, and F of the Post-Imp Agreement and agreed to by the Technical Group on June 28, 2021.

In FY 2021-2022 the total cost to fund the LORP is \$591.865. The County will pay \$117.896 from the LORP Trust

Account to fund a portion of the LORP related work. This amount is less than LADWP's contribution of \$473,969 so under the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement), the LADWP will increase or decrease the County's LORP Post-Implementation Credit by the difference divided by two. This year the LORP Credit will be reduced by \$178,037. Inyo County's total financial contribution to the LORP in 2021-2022 including LORP Credit drawdown and debits from the LORP Trust is \$295,933. Table 1 summarizes the expenses anticipated by each party.

The 2021-2022 LORP Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Hydrologic monitoring and reporting of Lower Owens River flows.
3. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
4. Biological and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan.
5. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
6. Other work or activities including mosquito abatement, beaver control, noxious weed treatment.
7. Adaptive management related to implementation of the five-year Interim Management Plan for the Blackrock Waterfowl Management Area (BWMA); a tree recruitment study; migratory bird survey on the Owens River; noxious species survey; and Tamarisk Beetle study.

Descriptions of these tasks and cost breakdowns can be found in the Work Plan and Budget in the attachments.

LORP Operations and Maintenance in 2021-2022 is estimated to cost \$216,759 for the river, and \$258,029 for BWMA, for a total of \$474,788. From this figure pre-LORP baseline costs are subtracted. The baseline cost deduction is adjusted annually based on the November Los Angeles-Riverside CPI. The CPI adjusted total for Operations and Maintenance in 2021-2022 is \$314,783 (Table 2 in the LORP Work Plan).

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes a day-for-day offset is used, rather than dollar-for-dollar. In 2021-2022, a combined effort on the Biological and Water Quality work is estimated to require a combined 16 people-days, split evenly between the County and LADWP.

Considerable effort will be invested in Adaptive Management activities in 2021-22. Inyo and LADWP will spend a total of 270 people-days, equally divided between the agencies, to accomplish this work. Additional maintenance tasks related to adaptive management in the BWMA are required prior to flooding the waterfowl basins in fall 2021. This work will be conducted by LADWP and is budgeted at \$75,792 with costs shared equally between LADWP and Inyo County (Table 7 in the LORP Work Plan).

Background, Requirements, and Constraints on LORP Funding

Funding for the LORP is prescribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services

associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account (504103), Sierra Club vs. LA Court Trust ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000 obtained from the U.S. Bureau of Reclamation, \$250,000 obtained from the U.S. Department of Housing and Urban Development, and \$150,068 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965 and the \$2,989,932 that will be applied to the LORP initial construction costs (a difference of \$2,253,033), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033 will be annually adjusted upward or downward in accordance with the previous April Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Direct staff to work with LADWP to modify the 2021-2022 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

OTHER AGENCY INVOLVEMENT:

LADWP, Inyo/Mono Agricultural Commissioner

FINANCING:

The sum of LORP Trust and Credit accounts (\$3,111,549), along with added Trust Account interest and Credit Account indexing, is available to fund the County's LORP 2021-22 costs. Adoption of the Work Plan would require a payment of \$117,896 from the LORP Trust, which has been budgeted in the Water Department's Budget (024102). Sufficient funds are available in the Trust Account (504103) to fund this work. The account balance (504103) as of April 30, 2021 is \$2,234,857. After the \$117,896 deduction, approximately \$2,116,96 will remain available in the LORP Trust

The Post-Implementation Credit is held by LADWP and as of June 11, 2021 the balance was \$876,692. After the \$178,036 deduction for LORP approximately \$698,655 (plus or minus the April 2021 CPI balance adjustment) will remain available in the LORP Credit.

ATTACHMENTS:

1. 2021-22 LORP Work Plan and Budget (Draft)
2. 2021-22 LORP Work Plan Table 1

APPROVALS:

| | |
|------------------|------------------------------|
| Laura Piper | Created/Initiated - 6/3/2021 |
| Aaron Steinwand | Approved - 6/23/2021 |
| Darcy Ellis | Approved - 6/28/2021 |
| Marshall Rudolph | Approved - 6/28/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Aaron Steinwand | Final Approval - 6/29/2021 |

Lower Owens River Project
Work Plan, Budget, and Schedule
2021-2022 Fiscal Year

Prepared by
Inyo County Water Department and
Los Angeles Department of Water and Power

Lower Owens River Project Work Plan, Budget, and Schedule

2021-2022 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2021-2022 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on June 28, 2021. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2020-2021 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented. This Work Plan, Budget, and Schedule is in force from July 1, 2021 – June 30, 2022.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in Case No. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities.

Section 2 outlines Adaptive Management activities identified to be conducted in the 2021-2022 fiscal year.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

LORP Operations & Maintenance and Monitoring Budget

Table 1 summarizes the costs of operation, maintenance and monitoring for the fiscal year and specifies the costs incurred by Inyo County and Los Angeles for standard operations, maintenance, and monitoring, as well as for Adaptive Management. A summary of these activities follows in Sections 1 and 2 below.

In 2021-2022 a total of 16 people days will be required to complete standard biologic and water quality monitoring tasks. Inyo County and LADWP will each contribute 8 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs. LADWP has allocated 120 days for Range Monitoring, which is a LADWP cost. Inyo County and LADWP will perform additional Adaptive Management tasks over 270 people days (Inyo County and LADWP each 135 days). There is no budget for the MOU Consultant in 2021-2022.

Based on this budget, total cost for the fiscal year is \$591,865.43, with Inyo County contributing \$117,896.15 and LADWP contributing \$473,969.28. Inyo County's Post Implementation Credit will be decreased by \$178,036.56. The credit deduction is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Table 1. LORP Work Plan Summary Budget, FY 2021-2022

| Inyo County | Budgeted Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payment/Credit |
|--|---------------------------------|--|-----------------------|
| Biologic and Water Quality | 8 | \$0.00 | |
| Mosquito Abatement | - | \$30,000.00 | |
| Noxious Species Control | - | \$50,000.00 | |
| Adaptive Management | 135 | \$37,896.15 | |
| Inyo County Totals | 143 | \$117,896.15 | (\$178,036.56) |
| LADWP | Budgeted Staff Work Days | Budgeted Value of Additional Staff Time, Materials, and Equipment | |
| Hydrologic Monitoring | - | \$73,290.00 | |
| Biologic and Water Quality | 8 | \$0.00 | |
| Operations and Maintenance | - | \$314,783.13 | |
| Mosquito Abatement | - | \$30,000.00 | |
| Rodent Control | - | \$18,000.00 | |
| Adaptive Management | 135 | \$37,896.15 | |
| LADWP Totals | 143 | \$473,969.28 | |
| Combined Total | 286 | \$591,865.43 | |
| Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP) | | | (\$178,036.56) |

Footnote to Table 1. Post Implementation Credit and Trust Accounting

| | | | |
|---|-------|-------------|------------------|
| Original Post Implementation Credit | | \$2,253,033 | \$2,253,033 |
| Increase Post Imp Credit by 2.9% based on the July 2007 price Index | 2.9% | \$65,338 | \$2,318,371 |
| County's obligation for July 11, 2007 to June 30, 2008 period | | \$243,524 | \$2,074,847 |
| Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index | 5.7% | \$118,266 | \$2,193,113 |
| County's obligation for 2008-2009 fiscal year | | \$243,524 | \$1,949,589 |
| Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index | -1.3% | \$25,345 | \$1,924,245 |
| County's share of the costs for the 2009-2010 work plan and budget, including adaptive management. | | \$266,176 | \$1,658,069 |
| Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010 | 1.9% | \$31,503 | \$1,689,572 |
| County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010. | | \$317,805 | \$1,371,767 |
| Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011. | 3.3% | \$45,268 | \$1,417,035 |
| County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011. | | \$48,278 | \$1,368,757 |
| County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011. | | \$57,687 | \$1,311,070 |
| Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012. | 1.5% | \$19,666 | \$1,330,736 |
| County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012. | | \$14,084 | \$1,344,820 |
| Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013. | 0.9% | \$12,103 | \$1,356,924 |
| County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013. | | \$41,979 | \$1,398,903 |
| Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014. | 1.4% | \$19,585 | \$1,418,487 |
| County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014. | | \$78,483 | \$1,340,004 |
| Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index. | 0.5% | \$6,700 | \$1,346,704 |
| County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015. | | \$73,755 | \$1,272,949 |
| Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index. | 2.0% | \$25,459 | \$1,298,408 |
| County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016. | | \$84,704 | \$1,213,704 |
| Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index. | 2.7% | \$32,770 | \$1,246,474 |
| County's share of the costs for the 2017-2018 work plan and budget, including adaptive management, effective October 31, 2018. | | \$114,857 | \$1,131,617 |
| Increase the remaining balance of the Post Implementation Credit by 4.0% based upon the April 2018 consumer price index. | 4.0% | \$45,265 | \$1,176,882 |
| County's share of the costs for the 2018-2019 work plan and budget, including adaptive management, effective October 31, 2019. | | \$139,493 | \$1,037,389 |
| Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2019 consumer price index. | 3.3% | \$34,234 | \$1,003,155 |
| County's share of the costs for the 2019-2020 work plan and budget, including adaptive management, effective October 31, 2020. | | \$132,558 | \$870,598 |
| Increase the remaining balance of the Post Implementation Credit by 0.7% based upon the April 2020 consumer price index. | 0.7% | \$6,094 | \$876,692 |

The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4). The LORP Trust Account Balance as of April 30, 2021 was \$2,234,856.55.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, adjustments to flow control structures, maintenance/replacement of existing structures, and necessary annual maintenance to spillgates, ditches, dikes, berms, ponds and other features in the BWMA.

Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared.

Budgeted Operations and Maintenance costs and associated material costs for 2021-2022 are included in Table 2. The estimated costs for River corridor and BWMA facilities are \$216,759.40 and \$258,028.73 respectively, for an overall 2021-2022 operations and maintenance expenditure of \$474,788.13. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$314,783.13 (Table 2).

Purchase and replacement of the LORP Intake Langemann Gate were budgeted and planned for the 2020-2021 fiscal year and were described in the LORP 2020-2021 Fiscal Year Work Plan and Budget. However, this work did not occur due to purchasing constraints and staff shortages during the COVID-19 pandemic. Costs for the Langemann Gate and its installation were already accounted for in the 2020-2021 fiscal year so are not provided in Table 2 below. This work will be conducted in the 2021-2022 fiscal year.

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Hydrologic monitoring costs for the 2021-2022 fiscal year are \$73,290.00 (Table 3).

Biological/Water Quality Monitoring

Biological monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP as identified in Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP) (Table 4). LADWP and Inyo County will continue to monitor flooded extent in 2021-2022, however, as described in the BWMA Interim Management and Monitoring Plan. Inyo Staff and LADWP Staff will spend a total of 16 people days on this monitoring. There will be no off-setting costs.

Adaptive management

Inyo County and LADWP have identified adaptive management tasks to complete in the 2021-2022 fiscal year. Refer to Section 2 for more information. A total of 270 people-days is budgeted for adaptive management, with Inyo County contributing 135 people-days and Los Angeles contributing 135 days.

Table 2. LORP Operations and Maintenance Budget- 2021-2022 Fiscal Year

| Labor | | | | | Equipment | | | |
|---|-----------------------|-------|------------|--------------------|----------------------|-------|----------|--------------------|
| Location/Activity | Labor type | Hours | Labor Rate | Total Labor | Equipment/Materials | Hours | Rate | Total Equip |
| River | | | | | | | | |
| Measuring Station Maintenance | | | | | | | | |
| | Power Shovel Operator | 30 | \$52.06 | \$1,561.80 | Excavator | 30 | \$108.80 | \$3,264.00 |
| | Truck Driver | 30 | \$45.30 | \$1,359.00 | 3 axle dump truck | 30 | \$56.50 | \$1,695.00 |
| | Operator | 10 | \$49.37 | \$493.70 | Mower | 10 | \$90.10 | \$901.00 |
| | Building Repairman | 10 | \$45.88 | \$458.80 | 3/4 ton 4x4 pick- up | 100 | \$13.60 | \$1,360.00 |
| | MCH | 50 | \$40.16 | \$2,008.00 | | | | |
| Subtotal | | | | \$5,881.30 | | | | \$7,220.00 |
| Intake Spillgate | | | | | | | | |
| Maintenance | Building Repairman | 40 | \$45.88 | \$1,835.20 | Bull Dozer | 80 | \$61.65 | \$4,932.00 |
| | MCH | 340 | \$40.16 | \$13,654.40 | 3/4 ton 4x4 pick- up | 620 | \$13.60 | \$8,432.00 |
| | Operator | 200 | \$49.37 | \$9,874.00 | Mower | 20 | \$90.10 | \$1,802.00 |
| | Power Shovel Operator | 40 | \$52.06 | \$2,082.40 | Excavator | 40 | \$108.80 | \$4,352.00 |
| | Truck Driver | 40 | \$45.30 | \$1,812.00 | Versadrede | 100 | \$200.00 | \$20,000.00 |
| | | | | | 3 axle dump truck | 40 | \$48.03 | \$1,921.20 |
| Subtotal | | | | \$29,258.00 | | | | \$41,439.20 |
| Thibaut Spillgate and Ditch | | | | | | | | |
| Cleaning | Power Shovel Operator | 40 | \$52.06 | \$2,082.40 | Excavator | 40 | \$108.80 | \$4,352.00 |
| | Operator | 80 | \$49.37 | \$3,949.60 | Backhoe and trailer | 40 | \$37.19 | \$1,487.60 |
| | Truck Driver | 20 | \$45.30 | \$906.00 | Loader | 40 | \$37.40 | \$1,496.00 |
| | MCH | 120 | \$40.16 | \$4,819.20 | 3 axel dump truck | 40 | \$48.03 | \$1,921.20 |
| | | | | | 3/4 ton 4x4 pick- up | 160 | \$13.60 | \$2,176.00 |
| Subtotal | | | | \$11,757.20 | | | | \$11,432.80 |
| Independence Spillgate and Ditch | | | | | | | | |
| Cleaning/Mowing | Power Shovel Operator | 40 | \$52.06 | \$2,082.40 | Excavator | 40 | \$108.80 | \$4,352.00 |
| | Operator | 80 | \$49.37 | \$3,949.60 | Loader | 40 | \$37.40 | \$1,496.00 |
| | Truck Driver | 30 | \$45.30 | \$1,359.00 | Side dump | 10 | \$65.66 | \$656.60 |
| | MCH | 160 | \$40.16 | \$6,425.60 | Mower | 40 | \$90.10 | \$3,604.00 |
| | | | | | 3/4 ton 4x4 pick- up | 280 | \$13.60 | \$3,808.00 |
| | | | | | Water truck | 40 | \$31.23 | \$1,249.20 |
| Subtotal | | | | \$13,816.60 | | | | \$15,165.80 |
| Locust Spillgate and Ditch | | | | | | | | |
| Cleaning | Power Shovel Operator | 20 | \$52.06 | \$1,041.20 | Excavator | 20 | \$108.80 | \$2,176.00 |
| | Operator | 80 | \$49.37 | \$3,949.60 | Backhoe and trailer | 80 | \$37.19 | \$2,975.20 |
| | MCH | 100 | \$40.16 | \$4,016.00 | 3/4 ton 4x4 pick- up | 200 | \$13.60 | \$2,720.00 |
| | Truck Driver | 40 | \$45.30 | \$1,812.00 | 3 axle dump truck | 40 | \$48.03 | \$1,921.20 |
| Subtotal | | | | \$10,818.80 | | | | \$9,792.40 |
| Georges Ditch | | | | | | | | |
| Cleaning/Mowing | Operator | 80 | \$49.37 | \$3,949.60 | Mower | 30 | \$90.10 | \$2,703.00 |
| | Truck Driver | 20 | \$45.30 | \$906.00 | Backhoe and trailer | 30 | \$37.19 | \$1,115.70 |
| | Power Shovel Operator | 40 | \$52.06 | \$2,082.40 | Loader | 20 | \$37.40 | \$748.00 |
| | MCH | 120 | \$40.16 | \$4,819.20 | Excavator | 40 | \$108.80 | \$4,352.00 |
| | | | | | 3/4 ton 4x4 pick-up | 240 | \$13.60 | \$3,264.00 |
| Subtotal | | | | \$11,757.20 | | | | \$12,182.70 |
| Alabama Spillgate | | | | | | | | |
| Cleaning | Power Shovel Operator | 60 | \$52.06 | \$3,123.60 | Excavator | 60 | \$108.80 | \$6,528.00 |
| | Operator | 40 | \$49.37 | \$1,974.80 | Bull Dozer | 40 | \$61.65 | \$2,466.00 |
| | Truck Driver | 180 | \$45.30 | \$8,154.00 | 3 axle dump truck | 180 | \$48.03 | \$8,645.40 |
| | | | | | 3/4 ton 4x4 pick-up | 100 | \$13.60 | \$1,360.00 |
| Subtotal | | | | \$13,252.40 | | | | \$18,999.40 |

| Labor | | | | | Equipment | | | |
|---|-----------------------|-------|------------|---------------------|----------------------|-------|----------|---------------------|
| Location/Activity | Labor type | Hours | Labor Rate | Total Labor | Equipment/Materials | Hours | Rate | Total Equip |
| Delta Spillgate | | | | | | | | |
| | Building Repairman | 40 | \$45.88 | \$1,835.20 | 3/4 ton 4x4 pick- up | 40 | \$13.60 | \$544.00 |
| | MCH | 40 | \$40.16 | \$1,606.40 | | | | |
| Subtotal | | | | \$3,441.60 | | | | \$544.00 |
| River Subtotal | | | | \$99,983.10 | | | | \$116,776.30 |
| Blackrock Waterfowl Management Area | | | | | | | | |
| Blackrock Ditch | | | | | | | | |
| Maintenance | Operator | 120 | \$49.37 | \$5,924.40 | Mower | 80 | \$90.10 | \$7,208.00 |
| | Truck Driver | 200 | \$45.30 | \$9,060.00 | 3 axle dump truck | 120 | \$48.03 | \$5,763.60 |
| | MCH | 260 | \$40.16 | \$10,441.60 | 3/4 ton 4x4 pick- up | 400 | \$13.60 | \$5,440.00 |
| | Power Shovel Operator | 140 | \$52.06 | \$7,288.40 | Excavator | 140 | \$108.80 | \$15,232.00 |
| | | | | | Loader | 40 | \$37.40 | \$1,496.00 |
| | | | | | Water truck | 60 | \$31.23 | \$1,873.80 |
| | | | | | Side dump | 60 | \$65.66 | \$3,939.60 |
| Subtotal | | | | \$32,714.40 | | | | \$40,953.00 |
| Thibaut Pond Maintenance | | | | | | | | |
| Discing Maintenance | Operator | 60 | \$49.37 | \$2,962.20 | Low bed/side dump | 6 | \$65.66 | \$393.96 |
| | MCH | 100 | \$40.16 | \$4,016.00 | Quadtrac/excavator | 20 | \$108.80 | \$2,176.00 |
| | Truck Driver | 12 | \$45.30 | \$543.60 | 3/4 ton 4x4 pick- up | 200 | \$13.60 | \$2,720.00 |
| | Power Shovel Operator | 40 | \$52.06 | \$2,082.40 | Water truck | 6 | \$31.23 | \$187.38 |
| Subtotal | | | | \$9,604.20 | | | | \$5,477.34 |
| Patrol & Flow Changes (River and BWMA) | | | | | | | | |
| A&R patrol and flow compliance | A&R Keeper (1.5 FTE) | 3089 | \$44.31 | \$136,873.59 | 3/4 ton 4x4 pick- up | 3089 | \$13.60 | \$42,010.40 |
| Subtotal | | | | \$136,873.59 | | | | \$42,010.40 |
| BWMA Subtotal | | | | \$169,587.99 | | | | \$88,440.74 |
| TOTALS | | | | | | | | |
| River Total | | | | \$216,759.40 | | | | |
| BWMA Total | | | | \$258,028.73 | | | | |
| Total O and M | | | | \$474,788.13 | | | | |
| CPI Adjusted O & M | | | | \$314,783.13 | | | | |

| Baseline Costs (described in Post -Imp) | | River | BWMA | Total CPI adjustment |
|---|-------|-------------|-------------|----------------------|
| CPI adjustment | | \$56,863.00 | \$62,798.00 | \$119,661.00 |
| 2006-2007 | 4.5% | \$59,421.84 | \$65,623.91 | \$125,045.75 |
| 2007-2008 | 3.1% | \$61,263.91 | \$67,658.25 | \$128,922.16 |
| 2008-2009 | -1.3% | \$60,467.48 | \$66,778.69 | \$127,246.17 |
| 2009-2010 | 0.9% | \$61,011.69 | \$67,379.70 | \$128,391.39 |
| 2010-2011 | 0.7% | \$61,438.77 | \$67,851.36 | \$129,290.13 |
| 2011-2012 | 3.0% | \$63,281.93 | \$69,886.90 | \$133,168.83 |
| 2012-2013 | 2.1 % | \$64,610.85 | \$71,354.53 | \$135,965.38 |
| 2013-2014 | 0.4% | \$64,869.30 | \$71,639.94 | \$136,509.24 |
| 2014-2015 | 1.3% | \$65,712.60 | \$72,571.26 | \$138,283.86 |
| 2015-2016 | 1.6% | \$66,764.00 | \$73,732.40 | \$140,496.40 |
| 2016-2017 | 1.8% | \$67,965.75 | \$75,059.59 | \$143,025.34 |
| 2017-2018 | 3.6% | \$70,412.52 | \$77,761.73 | \$148,174.25 |
| 2018-2019 | 3.6% | \$72,947.37 | \$80,561.15 | \$153,508.52 |
| 2019-2020 | 3.2% | \$75,281.69 | \$83,139.11 | \$158,420.80 |
| 2020-2021 | 1.0% | \$76,034.50 | \$83,970.50 | \$160,005.00 |

Table 3. Hydrologic Monitoring Budget, FY 2021-2022

| | Person days | Labor Costs | Equipment Cost | Total Budgeted Cost July 1, 2021 through June 30, 2022 |
|-------------------------|-------------|--------------|----------------|--|
| HYDRO OPERATIONS | | | | |
| River Stations | 32 | \$ 13,760.00 | \$ 6,080.00 | \$ 19,840.00 |
| Seasonal Habitat | 7 | \$ 3,010.00 | \$ 280.00 | \$ 3,290.00 |
| Off River Lakes & Ponds | 9 | \$ 3,870.00 | \$ 360.00 | \$ 4,230.00 |
| Flow to Delta | 4 | \$ 1,720.00 | \$ 3,160.00 | \$ 4,880.00 |
| Blackrock Waterfowl | 9 | \$ 3,870.00 | \$ 3,360.00 | \$ 7,230.00 |
| Reporting Compliance | 6 | \$ 2,580.00 | \$ 240.00 | \$ 2,820.00 |
| ENGINEERING | | | | |
| Reporting Compliance | 69 | \$ 31,000.00 | \$ - | \$ 31,000.00 |

Total Hydro Budget \$73,290.00

Table 4. Biological Monitoring Budget, FY 2021-2022

| Biological Monitoring | Days | Inyo Days | LA Days |
|--|-----------|-----------|----------|
| Blackrock Waterfowl Management Area | | | |
| Waterfowl Area Acreage | 16 | 8 | 8 |
| Total Person Days on Project | 16 | 8 | 8 |

Range Monitoring

Range monitoring is related to the tasks described in Section 4.6 of the MAMP. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

Table 5. Range Monitoring (LADWP only), FY 2021-2022

| Task | People Days |
|-----------------------------|-------------|
| Utilization | 45 |
| Irrigated Pasture Condition | 5 |
| Range Trend | 50 |
| Analysis and Reporting | 20 |
| Total | 120 |

Mosquito Abatement

For fiscal year 2021-2022, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control

The Inyo/Mono Counties Agricultural Commissioner's Office conducts operations to control and eradicate several different invasive weed species within the LORP boundaries. These invasive weed species include perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), Canada thistle (*Cirsium arvense*), yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea maculosa*), hairy whitetop (*Cardaria pubescens*), and heart podded hoary cress (*Cardaria draba*). These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2021-2022, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is \$50,000. An increase in perennial pepperweed in the LORP in recent years will require additional funding and efforts to contain the existing population and prevent spread. Additional funding for Inyo County will be sought from outside sources.

Additional weed treatment and surveillance by LADWP and ICWD is described in Section 2. Adaptive Management.

Saltcedar Control

Due to lack of enhanced funding, Inyo County's saltcedar control program has been scaled back. The effort will focus on surveying and the treatment of saltcedar resprouts along the Owens River in the LORP. Inyo County's LORP saltcedar control activities are funded through the Inyo/Los Angeles Water Agreement. LADWP and Inyo County programs will work cooperatively to treat saltcedar, which may include areas in the LORP as resources are available.

Schedule

Table 6. Schedule of Monitoring and Reporting Activities for FY 2021-2022

| Period | Monitoring |
|---------------------------------------|--|
| August 2-August 31, 2021 | LORP Noxious Species Survey |
| August 15-August 30, 2021 | Tamarisk Beetle Survey |
| September 1 - October 30, 2021 | LADWP/Inyo Prepare Draft LORP Report |
| October 1 - October 30, 2021 | Fiscal Year 2019-2020 Work Plan and Budget Reconciliation |
| October 29, 2021 | Transmittal of LORP Accounting Report to Governing Boards |
| November 1-5, 2021 | Measure BWMA Flooded Extent |
| December 3, 2021 | Draft Report transmitted to MOU Parties |
| December 17, 2021 | Public Meeting for Draft LORP Report |
| December 16, 2020 – February 14, 2022 | Fiscal Year 2021-2022 Work Plan and Budget Development |
| March 1-7, 2022 | Measure BWMA Flooded Extent |
| March 1 –March 31, 2022 | Technical Group Meeting to Adopt LORP Annual Report and 2021-2022 Fiscal Year Work Plan and Budget |
| March 1 – March 31, 2022 | Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval |
| March 15 - April 15, 2022 | Noxious Species Survey |
| April 1 – May 31, 2022 | LOR Migratory Bird Surveys |
| May 17 – June 13, 2022 | Tamarisk Beetle Survey |
| May 2 - June 1, 2022 | Seasonal Habitat Flow |

Section 2. Adaptive Management

LADWP and Inyo County implemented a number of adaptive management activities in FY 2020-2021 that required associated monitoring. Some of this monitoring will continue in 2021-2022. LADWP and the County will implement additional adaptive management and monitoring in the BWMA in 2021-2022.

Implementation costs of the Interim BWMA Plan are provided below. These costs are to be shared equally between LADWP and Inyo County. All other monitoring associated with adaptive management will be conducted by LADWP and ICWD staff with no offsetting costs.

Adaptive Management with Additional Costs

Implementation of the Interim BWMA Management and Monitoring Plan

In FY 2020-2021, LADWP and Inyo County developed a 5-year Interim Management and Monitoring Plan (Interim Plan) to implement a seasonal flooding regime intended to improve habitat conditions in the BWMA. The Plan was supported by all MOU Parties and flooded acreage per the Interim Plan for 2021-2022 was set by the Inyo/Los Angeles Standing Committee meeting on May 26, 2021. LADWP and Inyo County will implement Year 1 of the Interim Plan in 2021-2022, which will include preparation of the Waggoner, Winterton, and Thibaut Units prior to reflooding in fall 2021. This work will be conducted by LADWP and is budgeted at \$75,792.30 (Table 7). Costs will be shared equally by LADWP and Inyo County.

Adaptive Management without Additional Costs

1. Monitoring Associated with the Interim BWMA Plan

Per the Interim BWMA Plan, LADWP and the County will conduct additional monitoring concurrent with its implementation on flooded extent, vegetation, and water depths as well as avian monitoring to note response to the new flooding regime. Estimated staff commitments for these monitoring tasks are provided below for the 2021-2022 fiscal year.

- Flooded extent will continue to be measured both to confirm compliance with the Interim Plan and to help describe the effectiveness of seasonal filling and drawdown. Remote sensing will be used to take rough area estimates, and two on-the-ground surveys will be used to map more precisely the extent and location of water found above soil. Water releases will be monitored and reported annually. Staff time commitment for flooded extent monitoring in BWMA is outlined in Table 4, as this task is required under the MAMP also.
- Initial vegetation monitoring will consist of line-point vegetation transects and/or plots in areas expected to have the most potential to produce waterfowl foods. A second objective of monitoring is to evaluate the effectiveness of controlling the expansion of cattails and bulrush in active units. This can be mapped and quantified from a combination of satellite imagery, aerial imagery from UAV, and field training data. Evaluating the vegetative response following shallow flooding will help managers determine the following year's flooding schedule. This task is estimated to require 16 days of LADWP staff time.
- Avian monitoring will be conducted to evaluate the use of BWMA by the habitat indicator species during implementation of the 5-year interim program. Eight seasonal surveys will be conducted September-April in each active unit during implementation of the Interim Plan. It is anticipated that each of these surveys will take 4 people days, given there are three cells to survey each time. It is anticipated that avian monitoring will take 32 people days in 2021-2022 split equally between LADWP and ICWD.

Table 7. BWMA Adaptive Management Costs FY 2021-2022

| BWMA Adaptive Management Costs FY 2021-2022 | | | | | | | | |
|--|-------------------|-------|------------|--------------------|-----------------------|-------|----------|--------------------|
| Labor | | | | | Equipment | | | |
| Location/Activity | Labor type | Hours | Labor Rate | Total Labor | Equipment Type | Hours | Rate | Total Equip |
| Repair Diversion #5 and Ditch below Diversion Structure | | | | | | | | |
| | Power Shovel Ope | 10 | \$50.61 | \$506.10 | Excavator | 10 | \$108.80 | \$1,088.00 |
| | Operator | 40 | \$48.89 | \$1,955.60 | Water truck | 20 | \$31.23 | \$624.60 |
| | Truck Driver | 20 | \$45.30 | \$906.00 | 3 axle dump truck | 40 | \$56.50 | \$2,260.00 |
| Subtotal | | | | \$3,367.70 | | | | \$3,972.60 |
| Waggoner Unit 70% Discing | | | | | | | | |
| | Operator | 50 | \$48.89 | \$2,444.50 | Lowbed/side dump | 5 | \$65.66 | \$328.30 |
| | Truck Driver | 5 | \$45.30 | \$226.50 | Water truck | 50 | \$31.23 | \$1,561.50 |
| | MCH | 50 | \$39.77 | \$1,988.50 | Mower | 50 | \$90.10 | \$4,505.00 |
| | | | | | 3/4 Ton 4 x 4 Pick-Up | 50 | \$13.60 | \$680.00 |
| Subtotal | | | | \$4,659.50 | | | | \$7,074.80 |
| Winterton East Discing | | | | | | | | |
| Cleaning | Operator | 20 | \$48.89 | \$977.80 | Water truck | 20 | \$31.23 | \$624.60 |
| | Truck Driver | 5 | \$45.30 | \$226.50 | 3/4 ton 4x4 pick- up | 20 | \$13.60 | \$272.00 |
| | MCH | 20 | \$39.77 | \$795.40 | Mower | 20 | \$90.10 | \$1,802.00 |
| Subtotal | | | | \$1,999.70 | | | | \$2,698.60 |
| Winterton South Discing | | | | | | | | |
| | Operator | 30 | \$48.89 | \$1,466.70 | Mower | 30 | \$108.80 | \$3,264.00 |
| | | | | | 3/4 ton 4x4 pick- up | 30 | \$13.60 | \$408.00 |
| | MCH | 30 | \$39.77 | \$1,193.10 | Water truck | 30 | \$31.23 | \$936.90 |
| Subtotal | | | | \$2,659.80 | | | | \$4,608.90 |
| Repair berm and Center Culverts on Winterton Unit | | | | | | | | |
| | Power Shovel Ope | 30 | \$50.61 | \$1,518.30 | Excavator | 30 | \$108.80 | \$3,264.00 |
| | Operator | 140 | \$48.89 | \$6,844.60 | Loader | 30 | \$37.40 | \$1,122.00 |
| | Truck Driver | 120 | \$45.30 | \$5,436.00 | Side dump | 40 | \$65.66 | \$2,626.40 |
| | MCH | 140 | \$39.77 | \$5,567.80 | Bulldozer | 30 | \$61.65 | \$1,849.50 |
| | | | | | 3/4 ton 4x4 pick- up | 140 | \$13.60 | \$1,904.00 |
| | | | | | Water truck | 30 | \$31.23 | \$936.90 |
| | | | | | 3 axle dump truck | 100 | \$56.50 | \$5,650.00 |
| | | | | | Backhoe and trailer | 30 | \$37.19 | \$1,115.70 |
| Subtotal | | | | \$19,366.70 | | | | \$18,468.50 |
| Thibaut Berm Repair | | | | | | | | |
| Cleaning | Building Repairma | 30 | \$45.07 | \$1,352.10 | Backhoe and trailer | 20 | \$37.19 | \$743.80 |
| | Operator | 20 | \$48.89 | \$977.80 | Water truck | 10 | \$31.23 | \$312.30 |
| | Truck Driver | 10 | \$45.30 | \$453.00 | 3/4 ton 4x4 pick- up | 80 | \$13.60 | \$1,088.00 |
| | MCH | 50 | \$39.77 | \$1,988.50 | | | | |
| Subtotal | | | | \$4,771.40 | | | | \$2,144.10 |

| TOTALS | |
|---|--------------------|
| Repair Diversion #5 and Ditch below Diversion Structure Total | \$7,340.30 |
| Waggoner Unit 70% Discing Total | \$11,734.30 |
| Winterton East Discing Total | \$4,698.30 |
| Winterton South Discing Total | \$7,268.70 |
| Repair Berm and Center Culverts on Winterton Unit Total | \$37,835.20 |
| Thibaut Berm Repair Total | \$6,915.50 |
| Proposed Project Total | \$75,792.30 |

- During 2021-2022, water depth in active units will be measured by Inyo County coinciding with avian surveys to better understand how water depth influences waterbird habitat use. Patterns of unit drydown will also be monitored to inform whether there are opportunities that could further benefit breeding waterfowl and their broods. Staff time for this task is included in avian monitoring requirements.

It is estimated that additional monitoring and reporting associated with the Interim Plan will require 120 total people days split between LADWP and ICWD staff in the 2021-2022 fiscal year.

2. Migratory bird surveys on river

Migratory bird surveys were proposed on the Lower Owens River for spring 2021. ICWD and LADWP Staff were unable to perform these tasks in 2021 due to workload. However, these surveys will be conducted in spring 2022. LADWP and ICWD will each contribute 10-20 people days each to this effort for a total of 30 total people days.

3. Tamarisk beetle study

LADWP initiated a study in 2020 to track the spread of the tamarisk beetle (*Diorhabda carinulata*) and document its effectiveness in controlling saltcedar in the LORP area. Findings from the first year of the study were summarized in the 2020 LORP Annual Report. This study will continue in 2021, requiring 15 people days by LADWP.

4. Noxious species survey and treatment

Additional noxious weed treatment and surveillance by LADWP and ICWD initiated in 2020-2021 will continue in 2021-2022. ICWD will continue survey work in the LORP (including BWMA) and LADWP will offset survey efforts with treatment of noxious weeds in the LORP area. Estimated staff time includes 30 days from ICWD and 40 days from LADWP.

5. Tree recruitment assessment

One of the objectives of the seasonal habitat flow is to "...fulfill the wetting, seeding, and germination needs of riparian vegetation, particularly willow and cottonwood..." (MOU 1997). The success of the LORP is also gauged by the availability of habitat for MOU Habitat Indicator Species (HIS) some of which require contiguous large patches of riparian forest canopy for forage and nesting. It was estimated that with the re-watering of the channel, the LORP would develop an additional 854 acres of riparian forest; instead willow and cottonwood extent decreased from 449 acres pre-project to 190 acres in 2017. Although riparian tree seedlings and saplings have been recruiting since 2007, the rate of recruitment and subsequent growth has not kept pace with the loss of pre-project forested lands. Without intervention, some LORP goals related to HIS and riparian forest development may not be achieved.

The particular combination of environmental conditions compatible with recruitment has not been rigorously established. In order to correctly predict potential tree establishment locations for native riparian trees including black willow (*Salix gooddingii*), red willow (*Salix laevigata*), or Fremont cottonwood (*Populus fremontii*) we must first understand: 1) conditions which have permitted historic tree establishment during pre-project conditions on the LORP, 2) conditions which have permitted the limited recruitment since project inception, and 3) concurrent biological processes which may be inhibiting current germination and establishment. First, by aging mature trees it is possible to correlate the year of establishment with environmental, hydrologic, and physical conditions that existed at that time. Second, we can learn from post-project recruitment events, recorded by years of rapid

Assessment Survey, by considering a sample of these sites and assessing conditions such as: landform, establishment surface elevation above river stage, soil texture, soil salinity, and the presence and extent of biotic competition or available (competition-free) substrates. Finally, the effects of plant competition on germination, establishment, and sapling development can be explored via vegetation removal on the wetted channel edge or wetted floodplain exposing bare soils with adequate soil moisture and high light exposure to local seed, and/or removing neighboring vegetation from established seedlings or saplings and following their growth response. This last technique will be ineffective during drought years because during low SHF flows, seedlings can only establish at the bank-elevation and not above into the broader floodplain. When established along the bank they can be drowned by flooding, are more likely to experience competition from cattails and tules, and the forest that results is limited to a narrow band along the bank. Thus removals are only valuable during a near-normal runoff year with an adequate habitat flow, when flows can overtop the bank into the floodplain where a broader forest patch could develop. In 2021-2022, these tasks will require 35 field days for sampling, data collection, analysis and reporting. Inyo County will carry out this task.

Table 8 shows a total of 270 people-days budgeted for five adaptive management tasks, with Inyo County contributing 135 people-days and Los Angeles contributing 135 days.

Work planned includes:

Table 8. Adaptive Management Monitoring, FY 2020-2021

| Task # | Biological Monitoring | Days | Inyo Days | LA Days |
|--------------------------|--|-------------|------------------|----------------|
| 1 | BWMA Interim Management and Monitoring Plan - Monitoring and Reporting | 120 | 60 | 60 |
| 2 | Migratory bird surveys on river | 30 | 10 | 20 |
| 3 | Tamarisk beetle study | 15 | 0 | 15 |
| 4 | Noxious species survey and treatment | 70 | 30 | 40 |
| 5 | Tree recruitment assessment | 35 | 35 | 0 |
| Total Person Days | | 270 | 135 | 135 |

Table 1. LORP Work Plan Summary Budget, FY 2021-2022

| Inyo County | Budgeted Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payment/Credit |
|--|---------------------------------|--|-----------------------|
| Biologic and Water Quality | 8 | \$0.00 | |
| Mosquito Abatement | - | \$30,000.00 | |
| Noxious Species Control | - | \$50,000.00 | |
| Adaptive Management | 135 | \$37,896.15 | |
| Inyo County Totals | 143 | \$117,896.15 | (\$178,036.56) |
| LADWP | Budgeted Staff Work Days | Budgeted Value of Additional Staff Time, Materials, and Equipment | |
| Hydrologic Monitoring | - | \$73,290.00 | |
| Biologic and Water Quality | 8 | \$0.00 | |
| Operations and Maintenance | - | \$314,783.13 | |
| Mosquito Abatement | - | \$30,000.00 | |
| Rodent Control | - | \$18,000.00 | |
| Adaptive Management | 135 | \$37,896.15 | |
| LADWP Totals | 143 | \$473,969.28 | |
| Combined Total | 286 | \$591,865.43 | |
| Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP) | | | (\$178,036.56) |



County of Inyo



Agricultural Commissioner

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Nathan Reade

SUBJECT: Resolution Regarding Federal Weekly Hours Work Standard for Shepherders in California

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-39, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Urging Adoption of the Federal Weekly Hours Standard for Shepherders in California," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The California Wool Growers Association contacted my office regarding the recent passage of AB 1066 and the potential negative impacts to the sheep industry in Inyo County that this legislation may have. Previous to this legislation, shepherders were covered by an exemption in overtime laws in California that allowed hours to be calculated using the federal weekly hours work standard, which set the workweek for shepherders at 48 hours. According to the California Wool Growers Association, which is a very large sheep industry association, the result of removing the exemption and abandoning the federal standard has been untenable wage increases that will force many sheep operations to leave California.

Shepherding is a unique form of agriculture. There is a tremendous threat to our small local producers due to this change in how overtime is calculated. I recommend that your board pass the attached resolution based on these concerns.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Historically, an exemption existed on overtime requirements for shepherders. This exemption was repealed by AB 1066. Due to the exemption being removed, shepherders are now being paid substantially more. This large increase in pay threatens the viability of these businesses in California.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could decide to not pass the attached resolution.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Proposed Shepherder Resolution

APPROVALS:

| | |
|------------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 6/23/2021 |
| Darcy Ellis | Approved - 6/28/2021 |
| Darcy Ellis | Approved - 6/28/2021 |
| Marshall Rudolph | Approved - 6/28/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Sue Dishion | Final Approval - 6/29/2021 |

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, URGING ADOPTION OF THE FEDERAL WEEKLY HOURS WORK STANDARD FOR SHEEPHERDERS IN CALIFORNIA

WHEREAS, the production of sheep and wool are important to the economy of California with wool production ranking #1 and sheep inventory ranking #2 in the United States, and over 3,500 family farms raising sheep and goats throughout California, and

WHEREAS, sheep and goat production is uniquely nomadic requiring a mobile and skilled workforce of herders to care for and manage movement of flocks whether located in distant areas grazing agricultural land or serving as four-legged fire fighters in our forests and wildland-urban interface by reducing fire fuel vegetation, and

WHEREAS, sheep and goat grazing aligns with Governor Newsom’s Climate Change Executive Order (N-82-20) as a wildfire prevention tool which produces a net benefit in carbon sequestration and air quality, and is especially suited to enhance carbon neutrality in situations of rural-urban interface, and

WHEREAS, the economic and environmental benefits this industry provides California is in jeopardy because of the unintended consequences brought on by a newly adopted California law in 2016 (AB 1066) which affects overtime pay requirements of the agricultural sector, and which will increase sheep and goat herder pay by an economically unsustainable 50 percent, and

WHEREAS, prior to adoption of this law, California herders were already the highest paid in the nation and paid as much as 80 percent more that herders in some other states, and

WHEREAS, in 2015 the federal Department of Labor determined that herder work hours cannot be tracked because of the remoteness of their work, and that 48 hours of work per week was a reasonable estimate, and further, federal courts have upheld this determination as both reasonable and well supported by available evidence, and, therefore,

NOW, THEREFORE, BE IT RESOLVED, that the Inyo County Board of Supervisors strongly urges Governor Newsom to use his administrative authority to adopt the federal weekly hours work standard for herders in California, to which overtime pay would apply as currently required in California statutes.

PASSED AND ADOPTED on this _____ day of _____ 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Travis Dean

SUBJECT: Appointment to County Service Area No. 2 Advisory Committee

RECOMMENDED ACTION:

Request Board consider two (2) Letters of Interest received for two (2) vacancies on the County Service Area No. 2 Advisory Committee, and appoint two of the individuals to four-year terms ending July 6, 2025.

SUMMARY/JUSTIFICATION:

Your Board is the appointing authority for the County Service Area No. 2 (CSA2). Mr. Dave Tanksley's and Mr. Scott McKenzie's terms ended April 13, 2021.

A Notice of Vacancy was published Thursday, April 8th, 2021. Two letters of interest were received by the end of the application period on Monday, April 19th, 2021, one from Mr. Dave Tanksley and one from Mr. Scott Mckenzie.

Mr. Rody Johnson, the only current member of the CSA2 committee, has recommended the re-appointment of Mr. Dave Tanksley and Mr. Scott Mckenzie.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint either of the applicants and re-open the recruitment for the County Service Area No. 2 Advisory Committee, but this is not recommended.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. NOTICE OF VACANCY-Bishop Creek Sewer (2 vacancies new)
2. CSA 2 Advisory Committee Letter of Interest - McKenzie
3. CSA 2 Advisory Committee Letter of Interest - Dave Tanksley

4. Rody Johnson Recommendation

APPROVALS:

| | |
|-----------------|-------------------------------|
| Travis Dean | Created/Initiated - 6/17/2021 |
| Darcy Ellis | Approved - 6/17/2021 |
| Travis Dean | Approved - 6/17/2021 |
| Michael Errante | Approved - 6/17/2021 |
| Clint Quilter | Final Approval - 6/17/2021 |



BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two (2) four-year terms on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee ending April 13, 2025.

In order to serve on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, you must own property in the Aspendell area on the Middle Fork of Bishop Creek. Please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Monday, April 19, 2021 at 5:00 p.m. Postmarks are not accepted.

Attention Legal Notices:

PLEASE PUBLISH IN THE Thursday, April 8, issue of the Inyo Register.

April 8, 2021

Dear Inyo County Clerk of the Board,

Please consider this request to fill one of the vacancies on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee. My name is Scott McKenzie and I reside at 152 Iris Drive in Aspendell. I am currently a member of the Board of the Aspendell Mutual Water Company and serve as treasurer for that organization. I have owned property in Aspendell dating back to 2004. I have served on several advisory committees and am familiar with the responsibilities associated with participation. I am currently serving my first term on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee.

Regards,
Scott McKenzie
152 Iris Dr.
Bishop, CA 93514
[\(760\) 872-1796](tel:(760)872-1796)
svmckenzie@gmail.com

April 13 2021

Dear Inyo County Board of Supervisors,

Please consider this request to continue on the CSA-2 Advisory Committee.

Sincerely,

David Tanksley
102 Sage Dr.
Bishop, CA 93514
760 937-0761
mcmurtank@schat.net

Travis Dean

From: Mandy Johnson <mandyandrody@gmail.com>
Sent: Wednesday, June 16, 2021 5:02 PM
To: Travis Dean
Subject: Re: FW: CSA2

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

I, Rody Johnson, (One of the current active members of the CSA2 Advisory Committee) do support that the two current vacant seats be filled immediately by the qualified individuals who have applied to be on the CSA2 Advisory Committee. I would hope that this situation will be added as an agenda item for the next Board of Supervisors [meeting.to](#) be voted upon.

Thank you,
Rody Johnson
126 Sage Drive, Bishop, Ca.



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Lucy Vincent

SUBJECT: Ratification and approval of the Contract between Inyo County Behavioral Health and Bakersfield Recovery Services, Inc. for residential alcohol and drug treatment.

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Bakersfield Recovery Services, Inc. of Bakersfield, CA for the provision of residential alcohol and drug treatment services in an amount not to exceed \$25,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign contract and QSO/BA Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract comes to you for ratification due to the lengthy process of securing all required documentation and contract language. It is the County's responsibility as part of our State Plan Drug Medi-Cal contract with the Department of Health Care services to provide access to residential care for perinatal women who need of this level of care. Bakersfield Recovery Services, Inc. (BRS) offers a wide array of substance use disorder treatment services, including perinatal residential treatment at their Lincoln Street site. We have worked diligently with (BRS) and Kern County Behavioral Health and Recovery services to ensure that the required services, coordination, and monitoring is in place. This contract ensures that Inyo County Medi-Cal perinatal beneficiaries are able to access services within our neighboring county of Kern. Bakersfield has the closest treatment program for these services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract resulting in either: 1) Inyo County residents in need of residential substance use disorder treatment would be sent to other programs around California and Nevada at a greater distance from Inyo; or 2) DHCS will contract for these services and bill the County without County having ability to control costs

OTHER AGENCY INVOLVEMENT:

Healthcare services, Child Welfare, courts and Probation

FINANCING:

100% funded with State and Federal alcohol and drug funds. Partial reimbursement for treatment costs through Drug Medi-Cal. This is paid out of SUD (045315) object code Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Bakersfield Recovery Services Modified Contract No 116.
2. Bakersfield Recovery Services QSO BA Agreement

APPROVALS:

| | |
|--------------------|------------------------------|
| Lucy Vincent | Created/Initiated - 6/2/2021 |
| Darcy Ellis | Approved - 6/3/2021 |
| Lucy Vincent | Approved - 6/3/2021 |
| Marilyn Mann | Approved - 6/8/2021 |
| Melissa Best-Baker | Approved - 6/18/2021 |
| Marshall Rudolph | Approved - 6/21/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Marilyn Mann | Final Approval - 6/22/2021 |

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential Treatment services of Bakersfield Recovery Services, Inc. of Bakersfield, 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 Gail Zwier, Ph.D., whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2) TERM.

The term of this Agreement shall be from 7/1/21 to 6/30/22 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. Contractor agrees that County has the right to withhold payments until Contractor has submitted any required data and reports to County.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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 ten (10) 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.

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services within this Contract shall be null and void.

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) ADDITIONAL CONTRACT RESTRICTIONS.

This contract is subject to all terms and restrictions contained within Attachment D – “SUD Part II Additional Contract Terms and Restrictions.”

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
HHS Behavioral Health
1360 N. Main St.
Bishop, CA 93514

Contractor:
Bakersfield Recovery Services, Inc.
PO Box 3218
Bakersfield, CA 93385

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.

///

///

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management 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

ERIC SANDERS
Print or Type Name

Dated: _____

Dated: 6-18-21

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 BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

TERM: 7/1/21 to 6/30/22

SCOPE OF WORK:

Clinically Managed Residential Withdrawal Management (WM), ASAM Level 3.2:

a. Scope of Services:

Contractor WM services shall be provided when determined medically necessary by a Medical Director or Health Care Practitioner (HCP) and in accordance with an individualized client plan. Medically necessary habilitative and rehabilitative services shall be provided in accordance with the individualized treatment plan prescribed by a licensed physician, licensed prescriber, or LPHA and approved and authorized according to the state of California requirements. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Contractor shall provide 24-hour intensive supervision and treatment for individuals who are in the stages of withdrawal from alcohol and/or other drugs. Treatment staff members shall be appropriately credentialed, trained and competent in implementing physician approved protocols for client observation and supervision, determination of appropriate level of care, and support for the client's transition to continuing care. Clients shall be observed closely for physical or psychological complications of withdrawal. Clients shall be provided with group and individual counseling to assist in the early recovery process. Rest, emotional support, proper nutrition and hydration, vitamin supplementation and social support shall be provided as additional interventions as ordered by the physician or otherwise as appropriate and necessary. The length of stay shall be determined by the individual's withdrawal symptoms and attending physician or other HCP, with a maximum stay of thirty (30) days and an average stay of fourteen (14) days. Referrals for continued care and development of a discharge plan shall be developed with the client. Services shall include providing client access and information related to health and Medi-Cal programs.

b. Service Specifications shall include:

- 1) Intake: This shall include the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs; and may include a physical examination and laboratory testing necessary for SUD treatment.
- 2) Observation: Clients shall be monitored in accordance with State licensing requirements and as ordered by MD or another HCP.
- 3) Medication Services: Contractor shall be responsible for the prescription and administration of federally approved medications related to substance use disorder treatment services, including the assessment of side effects or results of such medication. Services shall be conducted by staff lawfully authorized to provide such services within their scope of practice or license.
- 4) Discharge Services: Contractor shall prepare client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
- 5) Case Management: Contractor shall provide 10 hours per month of case management

services to client. The components of case management services include comprehensive assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month shall be authorized by County.

Clinically Managed High Intensity Residential Services:

a. Scope of Services:

Contractor services are provided when determined medically necessary by a Medical Director or other Licensed Practitioner of the Healing Arts (LPHA). Contractor shall provide variable length of stay residential treatment program for men, women and youth under 18 who have become dependent on alcohol and/or other drugs, who are residents of Inyo County. Women who are pregnant or women with children will be served by the Perinatal Residential Treatment center. Referral authorization must come from the County and must be reauthorized by County at least every 30 days.

b. Service Specifications:

- 1) Contractor shall provide 24/7 telephone or in person consultation with physicians, or a physician assistant or nurse practitioner and emergency services as well as access to other levels of care that are directly affiliated or closely coordinated referrals to more or less intensive levels of care.
- 2) Contractor shall be staffed at sufficient levels with licensed or credentialed clinical staff such as addiction counselors, social workers, or licensed professional counselors working in multi-disciplinary teams. Health professional staff such as counselor aides or group living workers shall be available on-site 24-hours a day or as required by licensing regulations including one or more clinicians with competence in SUD treatment available on-site 24 hours or available by phone.
- 3) Contractor shall have a written intake procedure for new residents which shall have, at a minimum, the following:
 - i. Contractor shall have a written policy prohibiting alcohol and any drugs other than prescription medication at the facility;
 - ii. Detailed treatment plan for each client served;
 - iii. Admission interviews to be scheduled within 1 week of receipt of referral from County, regardless of bed availability.
- 4) Contractor shall provide 10 hours per month of case management services to client. The components of case management services include comprehensive assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month must be authorized by County.
- 5) Contractor shall provide alcohol and drug free residential treatment program which shall include both individual and group counseling, required for the adult residences at a maximum stay of ninety (90) days, which must be consecutive days, at the discretion of the County Drug and Alcohol Specialist assigned to the program and/or County Drug

and Alcohol Program Supervisor. Contractor shall notify County of admission/bed availability for each referred client and coordinate same day transportation for the client. Transportation shall be provided by Contractor at rates listed in Exhibit B.

- 6) All individuals on any established waiting list shall receive interim services as defined by 45 CFR Sections 96.121 and 96.131. County shall provide these interim services.
- 7) Contractor shall notify the County within 24 hours of a client voluntarily terminating their stay at the facility prior to program completion. If Contractor must discharge a client prior to program completion for rules violation(s), Contractor shall provide County with telephonic notification within 24 hours prior to the discharge in order to enable the County to make arrangements as to plan of action for said client. In the event the discharge must take place immediately due to threat to safety of staff or clients, Contractor shall contact the County within 24 hours of the client's discharge. Contractor shall follow all applicable laws and regulations in the performance of the discharge.
- 8) Contractor shall provide referrals to other programs that are supervised activities designed to help clients "transition" back into the community, including education; social/recreational events; continuing self-help/support group meetings, searching for a job and/or spiritual or volunteer activities or the Contractor shall provide such services.
- 9) Contractor shall provide adequate opportunities for residents to participate in activities consistent with the stated goals and objectives of their treatment plans, if any, by facilitating referrals, transportation, and care management. Contractor may bring in community resources to the facility for ease of access.
- 10) Contractor shall support and cooperate with all residents' known court orders and accommodate residents' schedules for compliance with the residents' treatment plans, if any.
- 11) Contractor shall conduct drug testing as needed and to the extent permitted by law.
- 12) Contractor shall report daily bed count with dates of occupancy per client on monthly claim.
- 13) When a disagreement regarding placement, treatment, discharge or other client services arises which cannot be resolved by County or Contractor staff, the executive director from Contractor and the County shall confer to resolve the issue.

Contractor shall comply with the California Department of Healthcare Services Perinatal Practice Guidelines FY 2018-19 (available here: https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf) when providing services to pregnant women.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

TERM: 7/1/21 to 6/30/22

SCHEDULE OF FEES:

County of Inyo shall compensate Contractor based on the following daily rates and billed monthly. The levels of care are identified by the American Society for Addiction Medicine.

| ASAM Level | Room & Board | Clinical Fee | Total Rate |
|------------|--------------|--------------|------------|
| 3.1 | 68.91 | 91.99 | 160.90 |
| 3.2 | 68.91 | 197.19 | 266.10 |
| 3.5 | 68.91 | 100.79 | 169.70 |

1. For Level 3.1 Clinically Managed, High Intensity Residential services rendered, Contractor shall be paid at the rate of Ninety One Dollars and Ninety Nine Cents (\$91.99) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One Cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total One Hundred Sixty Dollars and Ninety Cents (\$160.90) per day, per authorized resident.

2. For sites certified to provide Level 3.2-WM Clinically Managed Residential Withdrawal Management services; for services rendered, Contractor shall be paid at the rate of One Hundred and Ninety Seven Dollars and Nineteen Cents (\$197.19) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total Two Hundred Sixty Six Dollars and Ten Cents (\$266.10) per day, per authorized resident.

3. For Level 3.5 Clinically Managed, High Intensity Residential services rendered for Adolescents. Contractor shall be paid at the rate of One Hundred Dollars and Seventy Nine Cents (\$100.79) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One Cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total One Hundred Sixty Nine Dollars and Seventy Cents (\$169.70) per day, per authorized resident.

3. Contractor shall only be compensated for room and board at the rate of Sixty Eight Dollars and Ninety One cents (\$68.91) on days when no clinical services are provided.

ATTACHMENT B.1

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

- A. Funding from Substance Abuse Prevention and Treatment Block Grant (SABG) will be used to pay for room and board costs of this contract. SABG is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. Drug M/C will be billed for allowed services which could include: intake, admission physical examination and laboratory tests, medical direction, treatment planning, individual and group counseling services, parenting education, body specimen screens, medication services, collateral services, and crisis intervention services.
- B. This contract is a subaward of the federal SABG award from Department of Health Care Services to County of Inyo (EIN 95-6005445).
- C. The CFDA number is 93.959-Block Grants for Prevention and Treatment of Substance Abuse. The SABG award amount is \$432,264 for FY21-22.
- D. An indirect cost rate shall not exceed 10%.
- E. At the end of this contract, the total amount of Drug MediCal and SABG funds awarded can be provided if requested.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

TERM: 7/1/21 to 6/30/22

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements Attachment

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 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, \$3,000,000 general aggregate.

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 \$5,000,000 per accident for bodily injury and property damage. (Limit reduced to \$1,000,000 per accident for bodily injury and property damage if contractor will not be transporting Inyo County patients outside their facility.)

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.

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

Cyber Liability Insurance: required if contractor has access and management of electronic medical records of Inyo County clients/patients, with limits not less than **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving 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 Consultant 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

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

- 1. 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 Consultant

Insurance Requirements Attachment

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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.
4. **Waiver of Subrogation.** Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County 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 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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage. Consultant 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 Consultant'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. Documents may be sent to risk@inyocounty.us.

Insurance Requirements Attachment

Subcontractors. Consultant 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-

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND BAKERSFIELD RECOVERY SERVICES
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

TERM: 7/1/21 to 6/30/22

See attached SUD Part II Additional Contract Terms and Restrictions

Part II – General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

G. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete,

and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are

established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access

to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Y. Subcontract Provisions

Contractor shall include all of the foregoing Part II general provisions in all of its subcontracts.

**COUNTY OF INYO
QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE
AGREEMENT (QSO/BA AGREEMENT)
FOR SUBSTANCE USE DISORDER SERVICES**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Bakersfield Recovery Services Treatment Center, referred to herein as “Treatment Center.”

This Agreement is effective as of June 1, 2021, (the “Agreement Effective Date.”)

HHS-BH and the Treatment Center hereby enter into an agreement whereby the Treatment Center agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Treatment Center:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Treatment Center (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Treatment Center uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Treatment Center enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Treatment Center learns of a pattern or practice by the agent that is a material breach of the contract with the Treatment Center, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

9. agrees to ensure that any agent, including a subcontractor, to whom the Treatment Center provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH, agrees to the same restrictions and conditions that apply through this Agreement to the Treatment Center with respect to such information;
10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Treatment Center has violated any material term.
2. Upon termination of this Agreement for any reason, the Treatment Center shall return or destroy all protected information received from HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Treatment Center. The Treatment Center shall retain no copies of the protected information.
3. In the event that the Treatment Center determines that returning or destroying the protected information is infeasible, the Treatment Center shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Treatment Center shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Treatment Center maintains the information.

Executed this ____ day of _____, 20_____.

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

County of Inyo Health and Human Services
Behavioral Health

Treatment Center
Bakersfield Recovery Services

By: _____

By: CS

Print Name: _____

Print Name: ERIC SANDERS

Title: _____

Title: Executive Director

Date: _____

Date: 6-18-21



County of Inyo



Health & Human Services - Fiscal DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Melissa Best-Baker

SUBJECT: Ratification and approval of the Standard Agreement for Contract Number AP-2122-16 between California Department of Aging and County of Inyo

RECOMMENDED ACTION:

Request Board ratify and approve a contract with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of \$1,134,754.00 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

SUMMARY/JUSTIFICATION:

This contract is a standard State Contract with total annual funding of \$1,134,754, representing a total increase of \$130,359 to the base allocation from the prior year. The total increase is represented by an increase of \$3,909 in Title IIIB Supportive Services; a decrease of \$246 in Ombudsman programming; an increase of \$7,435 in Congregate Meal programming; an increase of \$119,170 in Home Delivered Meal programming; a decrease of \$196 in Title IIID Disease Prevention services; a decrease of \$565 in Title IIIE Family Caregiver Support Services; a decrease of \$19 for Title VII-Elder Abuse Prevention; and an increase of \$871 in Administrative funding. Acceptance of this contract ensures the receipt of federal and state funds to maintain current services. Of the \$1,134,754, Mono County will be allocated \$148,919 through a contract to provide services to seniors in Mono County.

The State standard contract includes several changes which are summarized in the Attachment 3-AP-2122 Summary of Changes. These include corrections to citations, typographical errors, updated links and clarifications.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon

execution of this contract.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$1,134,754 and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

ATTACHMENTS:

1. California Department of Aging Contract Release Memo
2. Summary of Changes
3. CDA Contract
4. Contractor Certification Clause
5. Information Integrity and Security Statement
6. California Civil Rights Laws Certification

APPROVALS:

| | |
|--------------------|-------------------------------|
| Melissa Best-Baker | Created/Initiated - 6/18/2021 |
| Darcy Ellis | Approved - 6/22/2021 |
| Marilyn Mann | Approved - 6/22/2021 |
| Marshall Rudolph | Approved - 6/22/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Marilyn Mann | Final Approval - 6/23/2021 |

CALIFORNIA DEPARTMENT OF AGING
Long-Term Care and Aging Services Division
1300 National Drive, Suite 200
Sacramento, CA 95834
www.aging.ca.gov
TEL 916-419-7540
FAX 916-928-2506
TTY1-800-735-2929



CONTRACT RELEASE MEMO

TO: Area Agencies on Aging

NO: 21-02

DATE ISSUED: April 05, 2021

SUBJECT: Area Plan Contract (AP-2122) Budget and Reporting Information

EXPIRES: June 30, 2022

PROGRAMS AFFECTED: Title IIIB, Title III-C1, Title III-C2, Title IIID, Title IIIE, Title VII, General Fund Nutrition Augmentation

SUPERSEDES: N/A

Purpose

This Program Memo (PM) provides funding information and specifies reporting requirements for your Area Plan (AP) Contract AP-2122.

Budget Displays, Program Memos, and Allocation Methodology documents can be found on the CDA website.

Funding

The total Area Plan contract funding amount is \$187.9 million. The Title III, VII, and Nutrition Services Incentive Program (NSIP), SFY 2021-22 allocations are based on the Federal Fiscal Year (FFY) 2021 grant award. All State Funding is based on the 2021-22 Governor's Budget. Any changes in funding amounts may be adjusted through a contract amendment.

Allocation Methodology

The AP Allocation Methodology document can be found on CDA's website.

Request for Funds and Expenditure Reports

To request funds, AAAs must use the Area Plan Request for Funds (CDA 150) form. To report expenditures, AAAs must use the California Aging Reporting System (CARS) and the Area Plan NSIP/Ombudsman Special Funds Expenditure Report (CDA 189). Both documents are found under the Area Plan Documents section of the Fiscal Forms and Documents page on CDA's website.

For guidance on requesting funds or reporting expenditures, refer to the Area Plan Request for Funds Instructions (CDA 150i) and the Area Plan NSIP/Ombudsman Special Funds Expenditure Report Instructions (CDA 189i).

- Summary Request for Funds or Reimbursement Supplemental Report (CDA 151i)
- NSIP Monthly Expenditure Report and Request for Funds or Reimbursement (CDA 189i)
- Ombudsman PHLCPF, SHFCPA & SNFQAF Monthly Expenditure Report and Request for Funds or Reimbursement (CDA 300i)

CDA will not process payments for the AP-2122 contract until the AAA's Area Plan has been received, budget is approved and the contract is fully executed. In addition, once the contract has been executed and sent to the State Controller's Office (SCO), it will take three weeks before payments will be processed. This is the time SCO requires to load the contracts into their system.

All contract-related fiscal forms, including the Area Plan Budget (CDA 122) can be found under the Area Plan Documents section of the [Fiscal Forms and Documents page](#) on CDA's website or can be requested from FiscalTeam@aging.ca.gov.

Deadlines

To execute this contract, AAAs must submit their Area Plan Budget (CDA 122) as soon as possible, but no later than 30 days from the date of this Program Memo. Additionally, all other contract-related documents identified in the Local Assistance Contract Checklist (CDA 9007) must be returned as soon as possible, but no later than the contract start date.

Monthly Expenditure Reports are due at the end of each following month. Expenditure time periods and closeout deadlines are footnoted on the Budget Display within Exhibit B of the contract.

Contract Language Updates

The Contract Summary of Changes (SOC) can no longer be found on CDA's website. The SOC is included in the email your AAA receives with the contract documents.

Inquiries

For Ombudsman program inquiries, email: StateOMB@aging.ca.gov

For Nutrition program inquiries, email: CDANutritionandHealthPromotion@aging.ca.gov

For Title IIIB program inquiries, email: CDASupportiveServices@aging.ca.gov

For Title IIIE program inquiries, email: CDAFamilyCaregiver@aging.ca.gov

For fiscal and data inquiries, email: FiscalTeam@aging.ca.gov

For payment inquiries, email: CDA.Accounting@aging.ca.gov

For contract related inquiries, email: BMBContractAnalyst@aging.ca.gov

Irene Walela /s/

Irene Walela
Deputy Director of Long-Term Care and Aging
Services Division

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|-----------------------------|---|--|---|
| Exhibit A Article I.A. | New Definition | <p>1. Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]</p> | <p>Updated, Older Americans Act of 1965 enacted March 25, 2020.</p> <p>New definition added for Caregiver Assessment.</p> <p>Subsequent numbering to change.</p> |
| Exhibit A Article I.A.5. | <p>5. Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer’s disease or a related disorder with neurological and organic</p> | <p>6. Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer’s disease or a related disorder</p> | <p>Updated, Older Americans Act of 1965 enacted March 25, 2020.</p> <p>Alzheimer’s disease to the definition.</p> |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|-----------------------------|---|--|---|
| | brain dysfunction. [OAA § 302(3)] | with neurological and organic brain dysfunction. [OAA § 302(3)] | |
| Exhibit A Article I.A.19 | Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)] | Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation , and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)] | Updated , Older Americans Act of 1965 enacted March 25, 2020 |
| Exhibit A Article I.A.22 | Title III D (Disease Prevention and Health Promotion Services) means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based | Title III D (Disease Prevention and Health Promotion Services) means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based programs | Updated definition to include language added in the OAA Reauthorization 2020. Updated the citation to reference the definition. |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|-----------------------------|---|--|--|
| | health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D] | include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)] | |
| Exhibit A Article I.B.1 | hereinafter referred to as residents, regardless of their socio-economic status or area of residence. | hereinafter referred to as residents, regardless of their age, socio-economic status or area of residence. | 2020 revision of the Older Americans Act has updated the definition of “resident.” |
| Exhibit A Article I.B.1 | [OAA §§ 102(35), 321(a)(10); | [OAA §§ 102(35), 321(a)(10), 711(6); | Added citation to the definition of “resident in the OAA |
| Exhibit A, Article I.B.3 | 45 CFR 1327.1 | 45 CFR 1324.1 | Section numbers were changed in a regulatory update. Other citations have already been changed. This one |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|------------------------------------|--|--|---|
| | | | must have been missed. |
| Exhibit A Article I.B.6 | 45 CFR 1327.1 | 45 CFR 1324.1 | Section numbers were changed in a regulatory update. Other citations have already been changed. |
| Exhibit A Article I.B.7 | fulfill the functions, responsibilities and duties set forth in OAA § 712(3) | fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) | Correcting incorrect citation in the text |
| Exhibit A Article II.B.3 | Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. | Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. | Adding language about the requirement for consent. We have been stressing the importance of consent to the work of Ombudsman representatives. |
| Exhibit A Article II.B.6. a. | [Probate Code 467500] | [Probate Code § 4675] | Correcting an incorrect citation and format citation for consistency |
| Exhibit A Article II.B.6. b. | [HSC 1289] | [HSC § 1289] | Updating formatting for consistency |
| Exhibit A Article II.B.12 | ...Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds... | ...Skilled Nursing Facility Quality and Accountability funds, CARES Act | This section should include two additional |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|---------------------------|--|---|---|
| | | funds, Elder Justice Act funds, Older Americans Act funds... | funding sources that are now available |
| Exhibit A Article II.B.13 | ...Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds... | ...Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds... | This section should include two additional funding sources that are now available |
| Exhibit A Article II.B.14 | ...Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds... | ...Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds... | This section should include two additional funding sources that are now available |
| | | | |
| Exhibit B Article II.B. | 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement. 2. Fringe Benefits. 3. Contractual Costs – subcontract and consultant cost detail. 4. Indirect Costs. 5. Rent - specify square footage and rate. 6. Supplies. 7. Equipment - detailed descriptions and unit costs. | 1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2. Fringe Benefits – specified for each fund source. 3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source. 4. Staff Training – attendance cost for necessary training, specified for each fund source. | To align with Area Plan CDA 122 budget form cost requirements. |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|---------|--|--|-------------------|
| | <p>8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.</p> <p>9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.</p> <p>10. Other Costs - a detailed list of other operating expenses.</p> | <p>5. Property/Equipment - detailed descriptions and unit costs, specified for each fund source.</p> <p>6. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.</p> <p>7. Vendor/Consultant Agreements – specified for each fund source.</p> <p>8. Food – used in delivering Congregate and Home-Delivered Meals.</p> <p>9. Other – Facilities and other ordinary and necessary costs specified for each fund source.</p> <p>10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.</p> <p>11. Subrecipient Contractor Services - summary costs for subcontracted programs specified for each fund source.</p> <p>12. Indirect Costs.</p> | |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|------------------------------|---|--|--|
| Exhibit B Article IV.F.7 | 7.Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E. | 7.Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E. | Correcting language, per AOA Fiscal Guide 2004 |
| Exhibit B Article IV.F.9 | 9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C). | Remove | Updated , Older Americans Act of 1965 enacted March 25, 2020. Language on the 10% cap was removed as the 2020 OAA Reauthorization eliminates this provision. |
| Exhibit B Article IV.F.10 | 10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share. | Remove | Updated , Older Americans Act of 1965 enacted March 25, 2020. |
| Exhibit B Article V.B | Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act. | Ombudsman Citation Penalties Account, Licensing and Certification Program Fund, Skilled Nursing Facility Quality and Accountability Fund, CARES Act, Elder Justice Act, and Older Californians Act. | Including two additional federal funding sources that are now available |
| | | | |
| Exhibit D Article I.A.17 | 'OAA' means Older American Act" | 'OAA' means Older Americans Act | Correct title of the OAA |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|-----------------------------|---|---|--|
| Exhibit D Article I.B.2 | The Older American Act and other applicable federal statutes and their implementing regulations. | The Older American s Act and other applicable federal statutes and their implementing regulations. | Correct title of the OAA |
| | | | |
| Exhibit E Article I.B.6 | OAA § 712(h)(5)(B) | OAA § 712(h)(6)(B) | Correcting citation |
| Exhibit E Article I.B.7 | OAA §§ 705(a)(6)(C); 712(d)(2) | OAA §§ 705(a)(6)(C), 712(d) | Correcting citation and formatting |
| Exhibit E Article I.B.8 | OAA § 712(h)(7) | OAA § 712(h)(8) | Correcting citation |
| Exhibit E Article I.B.11 | The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training ... | The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training ... | To better reflect this as a contract requirement |
| Exhibit E Article I.B.12 | The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)]. | The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)] | Moving the period from the end of the citation to the end of the sentence to be consistent with other sections |
| Exhibit E Article I.B.13 | OAA § 705(a)(6)(C) | OAA § 712(a)(3)(D) | Correcting citation |
| Exhibit E Article II.1 | I. <u>Reporting Provisions Specific to Title III C-2</u> | I. <u>Reporting Provisions Specific to Title III C-2</u> | Eliminate reference to specific FY since requirement will be ongoing. |

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2122

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
|---------|--|---|--------------------------------|
| | <p>he contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Number of unduplicated clients on the Wait List • Number of unduplicated clients removed from the Wait List • Number of new unduplicated clients added to the Wait List | <p>The contractor shall provide quarterly data about their Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Number of unduplicated clients on the Wait List • Number of unduplicated clients removed from the Wait List • Number of new unduplicated clients added to the Wait List | <p>Correct spelling error.</p> |

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AP-2122-16

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

7/1/2021

THROUGH END DATE

6/30/2022

3. The maximum amount of this Agreement is:

\$ 1,134,754 One million one hundred thirty-four thousand seven hundred fifty-four and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|--|----------|
| Exhibit A | Scope of Work | 16 pages |
| Exhibit A, Attachment 1 | General Information | 1 page |
| Exhibit B | Budget Detail and Payment Provisions | 12 pages |
| Exhibit B, Attachment 1 | Budget Display | 1 page |
| Exhibit C | General Terms and Conditions – GTC-4/2017* | 0 pages |
| Exhibit D | Special Terms and Conditions | 34 pages |
| Exhibit E | Additional Provisions | 16 pages |

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514-
2709

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---------------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
|---------------|---------------------------|

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|---|--------------------------------------|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. | |
| Contractor Name (Printed): | Federal ID Number: |
| By (Authorized Signature): | |
| Printed Name and Title of Person Signing: | |
| Date Executed: | Executed in the County and State of: |
| Indicate all California Department of Aging contracts your organization participates in: | |
| Area Plan (AP) | Financial Alignment (FA) |
| HICAP (HI) | MIPPA (MI) |
| MSSP (MS) | SNAP-Ed (SP) |
| Title V (TV) | |



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Jerry Oser

SUBJECT: Ratify and approve Amendment #1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to December 31, 2021 and increasing the contract by \$60,000 for a total not-to-exceed amount of \$140,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This amendment will extend the contract through December 31st, and increase the contract limit by \$60,000 and will allow for the department to continue to work with the contractors to provide high level REHS services to minimize the backlog of general program inspections even further and allow the Director to continue to access expert guidance as needed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved the original contract at the January 26, 2021 Board of Supervisors Meeting

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment, however, this is not recommended, as the services provided by the contractor are vital at this time.

OTHER AGENCY INVOLVEMENT:

Personnel, County Administrator's Office

FINANCING:

This expense is budgeted in the Fiscal Year 2021-2022 Requested Budget in Environmental Health (045400) in Professional Services (5265).

ATTACHMENTS:

1. CAEHA Amendment 1 January 2021 through December 2021
2. 20210126EH - CAEHAContract

APPROVALS:

| | |
|--------------------|-------------------------------|
| Denelle Carrington | Created/Initiated - 6/29/2021 |
| Darcy Ellis | Approved - 6/29/2021 |
| Denelle Carrington | Approved - 6/29/2021 |
| Jerry Oser | Approved - 6/29/2021 |
| Marshall Rudolph | Approved - 6/29/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Sue Dishion | Final Approval - 6/30/2021 |

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Association of Environmental Health Administrators (CAEHA), of Cameron Park, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide contractor services dated January 26, 2021, for the term from January 1, 2021 to June 30, 2021.

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 Paragraph 1. and 4.G of said Agreement as follows:

"1. TERM

The term of this Agreement shall commence on January 1, 2021 and shall terminate December 31, 2021. "

"4. COMPENSATION.

H. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this agreement shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00)."

All other provisions of the Agreement remain unchanged.

The effective date of this Amendment to the Agreement is July 1, 2021.
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
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
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

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

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 26th day of January 2021 an order was duly made and entered as follows:

*Environmental
Health – CAEHA
Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of January, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

| |
|---|
| <i>Routing</i> |
| |
| CC Purchasing Personnel X Auditor CAO: Other: Environmental Health DATE: February 4, 2021 |



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 26, 2021

FROM:

SUBJECT: Approve contract with the California Association of Environmental Health Administrators in an amount not to exceed \$80,000

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This contract will allow for the department to have a contract person to work at a high level to provide REHS services to address a backlog of inspections at the Director's discretion. This contract will provide general program inspection (Foods, Pools, Body Art, Solid Waste). This contract will also provide as needed expert guidance to the Department Head.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve the contract and direct staff to re-negotiate terms.

OTHER AGENCY INVOLVEMENT:

Personnel, County Administrator's Office

FINANCING:

This contract is budgeted in the Environmental Health Budget (045400) in Professional Services (5265). Mid-Year adjustments have been made to accommodate this contract amount.

ATTACHMENTS:

1. CAEHA INYO Contract January - June 30 2021

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 1/19/2021
Approved - 1/19/2021

Sue Dishion
Marshall Rudolph
Amy Shepherd

Approved - 1/19/2021
Approved - 1/19/2021
Final Approval - 1/20/2021

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF INYO AND CALIFORNIA ASSOCIATION OF
ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this __1st__ day of January 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA),(hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on January __1__, 2021, and shall terminate June 30, 2021.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide part time services through its employee, Jerry Sipe and James Goodloe.

3. **DUTIES**

- A. Contractor, under the direction of the Health and Human Services Agency Director and/or her designee, shall have general responsibility providing services identified in Appendix A: Director of Environmental Health.
- B. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$134.38 per hour for Walt Kruse. County has requested support as needed. No overtime has been approved. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. Contractor shall be paid \$106.09 per hour for Jerry Sipe and James Goodloe. Staff will work on a flexible schedule approved by the County approximately two weeks per staff per month. No overtime has been

approved by the County. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.

- C. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.
- D. If County request travel then mileage to be reimbursed by County at current IRS rate (currently at .57.5 per mile). Jim Goodloe lives approximately 3 hours away and Jerry Sipe lives in Plumas.
- E. Per diem rates of \$7 for breakfast, \$11 for Lunch, \$28.00 for dinner if travel by County is requested.
- F. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- G. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators
or CAEHA**

Attn: Sheryl Baldwin, Contract Manager

P.O. Box 2017

Cameron Park, CA 95682-2017

Telephone: (530) 676-0715 or cell (530)-363-0027

Email: Sheryl@ccdeh.com

- H. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000).
- I. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.
- J. CAEHA has to comply with new COVID-19 Safe Families Act sick time if an employee is required to take 14 day quarantine, this sick time would be invoiced.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

- C. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification

becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
- (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Jerry Sipe and James Goodloe, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, Invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: INYO County Environmental Health Department
Jerry Oser, Environmental Health Director
P.O. Box 427
Independence, CA 93526
Email: joser@inyocounty.us

Contractor: California Association of Environmental Health
Administrators
Justin Malan, Executive Director
910 K Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 448-1015
Email: Justin@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

CONTRACTOR



County of INYO

 , President

April Meneghetti., CAEHA
Tax ID#94-1675492

Date: 02/04/21

Date: _____

APPENDIX A

Scope of Work Environmental Health Director Support As Need for Walt Kruse

Experienced Director of Environmental Health to counsel, as needed, the newly appointed Director on technical aspects of the position.,
This position provides strategic recommendations for the Environmental Health Director.

The Environmental Health 'Department's programs include food sanitation, community water supply systems, well construction, County-operated water testing laboratory, on-site wastewater disposal, hazardous waste management and integrated waste management regulations, and recreational health.

Scope of Work Registered Environmental Health Services Part time for Jerry Sipe and James Goodloe

Inyo County Environmental Health Department seeks to contract with an REHS to address a backlog of inspections at the Director's discretion.

Besides general program inspection (Foods, Pools, Body Art, Solid Waste), the ideal candidate would have ample experience completing Sanitary Surveys for small water systems. We would expect the incumbent to work closely with the Inyo Water Program staff on joint inspections and then write the Sanitary Survey to be used as the technical document in water system permitting. The information needed for the Survey comes from various sources that will require the hiree to communicate effectively with program staff and browse water system hard copy files on their own.

The term would be six months split part-time by both staff.



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Michael Errante

SUBJECT: Ratify and approve Amendment #1 to the Agreement between the County of Inyo and Sierra Employment Services, Inc.

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Sierra Employment Services, Inc., extending the term date through September 30, 2021 and increasing the contract by \$10,000 for a total not-to-exceed amount of \$30,000, contingent upon the Board's adoption of Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the original agreement on March 16, 2021 which allowed the County to enter an Agreement with Sierra Employment Services to provide temporary labor services to move County Offices into the new Consolidated Office Building. At the time this Agreement was entered into, it was the belief that all offices would be in the Consolidated Office Building well before the end date of June 30, 2021. Due to circumstances beyond the County's control, the end date needs to be extended to allow this service to continue until the move is finalized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The original agreement was approved at your March 16, 2021 Board of Supervisors Meeting

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, however, this is not recommended, as the services provided are vital to ensure that all county departments are moved into the new Consolidated Office Building as expeditiously as possible.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This expense will be budgeted in the Fiscal Year 2021-2022 Budget in the Consolidated Office Building Budget (011809) in Professional Services (5265).

ATTACHMENTS:

1. SES Amendment 1

APPROVALS:

| | |
|--------------------|-------------------------------|
| Denelle Carrington | Created/Initiated - 6/29/2021 |
| Darcy Ellis | Approved - 6/29/2021 |
| Denelle Carrington | Approved - 6/29/2021 |
| Michael Errante | Approved - 6/29/2021 |
| Marshall Rudolph | Approved - 6/29/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Sue Dishion | Final Approval - 6/30/2021 |

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIERRA EMPLOYMENT SERVICES, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Sierra Employment Services, Inc., of Mammoth Lakes, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide contractor services dated March 16, 2021, for the term from March 16, 2021 to June 30, 2021.

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 TERM AND TERMINATION of said Agreement as follows:

TERM AND TERMINATION

Unless sooner terminated, the term of this Agreement shall be from the date it is signed by both parties until September 30, 2021.

Additionally, the not to exceed amount is increased from \$20,000 to \$30,000 and the hourly rate per General Laborer is increased to add a General Laborer 4 at an hourly rate of \$39.67.

All other provisions of the Agreement remain unchanged.

The effective date of this Amendment to the Agreement is March 16, 2021.
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
SIERRA EMPLOYMENT 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

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Leslie Chapman, Cap Aubrey

SUBJECT: Approval of contract to the Geo-Logic Associates, Inc. for Landfill Monitoring and Environmental Consultant Services

RECOMMENDED ACTION:

Request Board: A) ratify and approve the contract between the County of Inyo and Geo-Logic Associates, Inc. for Solid Waste Engineering Services, with a term of three (3) years from July 1, 2021 to June 30, 2024, with two optional one-year extensions, for a five-year not-to-exceed amount of \$766,959.00, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County Recycling and Waste Management distributed a Request for Qualifications for Engineering Services in the Spring of 2021 and received one qualified response from Geo-Logic Associates. Recycling and Waste Management is recommending contracting with both Geo-Logic Associates solid waste engineering services.

Inyo County Recycling and Waste Management are currently in the process of Landfill Permitting with the State of California. The Landfill Permitting process requires producing technical plans for landfill operations and closure which must be approved by the State Water Board, Air Board and CalRecycle, as well as approval by the land owner, which is LADWP for three of Inyo Counties Landfills. Geo-Logic Associates has been working with Inyo County to accomplish the Landfill Permitting at all five Inyo County landfills; Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Landfill and Tecopa Landfill.

Regulations governing California landfills continue to proliferate. Large, as well as, small counties continue to require the services of specialized engineering concerns in order to comply with state mandates. Inyo County needs to be prepared to address any new regulations on landfills, or respond to requests from regulatory agencies in a timely manner, by retaining engineering firms with experience performing landfill engineering throughout the State of California we will be capable of quickly addressing regulatory changes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the requested contract; however, this is not suggested because Geo-Logic Associates is an experienced engineering firm that is fully capable of assisting the County in complying with state and federal landfill regulations.

OTHER AGENCY INVOLVEMENT:

Auditor's Office, County Counsel's Office

FINANCING:

There is sufficient funding in the FY 2021/2022 Solid Waste Budget (045700) Professional and Special Services object code 5265 for this contract.

ATTACHMENTS:

1. Geo-Logic Associates Contract

APPROVALS:

| | |
|------------------|-------------------------------|
| Teresa Elliott | Created/Initiated - 6/22/2021 |
| Darcy Ellis | Approved - 6/23/2021 |
| Teresa Elliott | Approved - 6/28/2021 |
| Marshall Rudolph | Approved - 6/29/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Leslie Chapman | Final Approval - 6/29/2021 |

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Landfill Engineering services of GEO-LOGIC Associates (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Waste Management Superintendent. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2021 to JUNE 30, 2024 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From JULY 1, 2024 through JUNE 30, 2025
- B. From JULY 1, 2025 through JUNE 30, 2026

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Recycling Waste Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$588,669.00 (initial term) \$89,145.00 (option 1) and \$89,145.00 (option 2) for a total of \$766,959 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

| | |
|---|----------------|
| County of Inyo: | |
| <u>Recycling & Waste Management</u> | Department |
| <u>1360 N. Main St</u> | Address |
| <u>Bishop, CA 93514</u> | City and State |

| | |
|-------------------------------|----------------|
| Consultant: | |
| <u>GEO-LOGIC Associates</u> | Name |
| <u>143 E Spring Hill Dr</u> | Address |
| <u>Grass Valley, CA 95945</u> | City and State |

24. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

By: _____

Signature

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCOPE OF WORK:

Scope of Work includes, but is not limited to the following:

Provide on call structural, geological, hydrogeological, geotechnical, surveying and support services pertaining to landfills by appropriately licensed staff;

Landfill module and cover design;

Landfill gas collection and control system design;

Groundwater remediation system design;

Evaluation monitoring program design and implementation;

Engineering feasibility studies;

Corrective action program design and implementation;

Remediation system(s) efficacy studies;

Landfill tipping fee studies and implementation;

Landfill specific regulatory document preparation, revision and review including but not limited to: Joint Technical Documents, Closure, Post-closure and Corrective Action Plans and Cost Estimates Solid Waste Facility Permits, Authority to Construct, Permit to Operate;

Various regulatory agency reports requires as a result of regulations, studies, orders or violations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCHEDULE OF FEES:

See Attached

APPENDIX A-1**Cost Estimate**

**Includes All Non-Optional Tasks Plus Optional ET Cover Analysis and Full JTD and PCPCMP Revision Tasks
Inyo County Solid Waste Engineering Services - Contract Year 2021 - 2024**

| Task No. | Description | Task Cost |
|-----------------|---|----------------------|
| 1 | Bishop Sunland Landfill | \$ 95,148.00 |
| 2 | Independence Landfill | \$ 94,180.00 |
| 3 | Lone Pine Landfill | \$ 93,500.00 |
| 4 | Shoshone Disposal Site | \$ 66,831.00 |
| 5 | Tecopa Disposal Site | \$ 69,031.00 |
| 6 | Keeler Landfill | \$ 56,014.00 |
| 7 | AB-32/Title 17 Greenhouse Emissions Reporting | \$ 16,546.00 |
| 8 | CIWMP/RAIWMP Report | \$ 8,002.00 |
| 9 | Financial Assurance Calculations | \$ 22,242.00 |
| 10 | Contract Management and Project Statusing | \$ 67,175.00 |
| | Total | \$ 588,669.00 |

APPENDIX A-1**Cost Estimate (5-Year Term)**

**Includes All Non-Optional Tasks Plus Optional ET Cover Analysis and Full JTD and PCPCMP Revision Tasks
Inyo County Solid Waste Engineering Services - Contract Year 2021 - 2026**

| Task No. | Description | Task Cost |
|-----------------|---|----------------------|
| 1 | Bishop Sunland Landfill | \$ 95,148.00 |
| 2 | Independence Landfill | \$ 94,180.00 |
| 3 | Lone Pine Landfill | \$ 93,500.00 |
| 4 | Shoshone Disposal Site | \$ 119,194.00 |
| 5 | Tecopa Disposal Site | \$ 122,794.00 |
| 6 | Keeler Landfill | \$ 56,014.00 |
| 7 | AB-32/Title 17 Greenhouse Emissions Reporting | \$ 27,226.00 |
| 8 | CIWMP/RAIWMP Report | \$ 10,850.00 |
| 9 | Financial Assurance Calculations | \$ 35,770.00 |
| 10 | Contract Management and Project Statusing | \$ 112,283.00 |
| | Total | \$ 766,959.00 |



FEE SCHEDULE CONTRACT YEARS 2021-2024

| <u>PROFESSIONAL STAFF</u> | <u>UNIT RATE</u> |
|--|---|
| Staff Professional I | \$112.00/Hour |
| Staff Professional II | 122.00/Hour |
| Staff Professional III | 133.00/Hour |
| Project Professional I | 144.00/Hour |
| Project Professional II | 150.00/Hour |
| Project Professional III | 168.00/Hour |
| Senior Professional I | 178.00/Hour |
| Supervising Professional/Senior Professional II | 193.00/Hour |
| Principal Professional I | 225.00/Hour |
| Principal Professional II | 275.00/Hour |
| Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) | 2 x HourlyRate |
| <u>FIELD/LABORATORY STAFF</u> | |
| Technician I | 85.00/Hour |
| Technician II | 96.00/Hour |
| Technician III (or Minimum Prevailing Wage) | 99.00/Hour |
| Technician IV | 110.00/Hour |
| Laboratory Manager | 145.00/Hour |
| Principal Technician | 125.00/Hour |
| <u>CADD/GIS</u> | |
| CADD/GIS/Database Manager I | 100.00/Hour |
| CADD/GIS/Database Manager II | 118.00/Hour |
| CADD Designer | 125.00/Hour |
| GIS Specialist | 125.00/Hour |
| <u>SUPPORT STAFF</u> | |
| Administrative Assistant I | 85.00/Hour |
| Administrative Assistant II | 100.00/Hour |
| Technical Editor | 100.00/Hour |
| Senior Technical Editor | 128.00/Hour |
| *Overtime Premium is 35% of PERSONNEL CHARGE | |
| <u>EQUIPMENT CHARGES</u> | |
| BAT Permeameter | 200.00/Day |
| Compaction Testing Equipment & Supplies | 50.00/Day |
| Peel & Shear Strength Apparatus (FML Seams) | 900.00/Month |
| Portable Laboratory (8' x 32' trailer) with equipment | 1,200/Month |
| Portable Laboratory (mobilization / demobilization) | 1,500.00 |
| ReMi/Refraction Seismograph | 600.00/Day |
| Sealed Single Ring Infiltrometer (SSRI) | 200.00/Day or 750.00/Month |
| Sealed Double Ring Infiltrometer (SDRI) | Call for Quote |
| Slope Inclinator | 250.00/Day |
| Unmanned Aerial Vehicle (Drone) Reconnaissance | 130.00/Day |
| <u>EXPENSES</u> | |
| Vehicle Use for Field Services | 14.00/Hour or 320.00/week |
| Soil Sampling Equipment & Drilling Supplies | 5.00/Hour |
| Groundwater Sampling Equipment and Supplies | 15.00/Hour |
| Per Diem | Lesser of (Cost +5%) or (Local Government Rate) |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.) | Cost + 5% |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.) | Cost + 5% |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) | Cost + 5% |

<continued on next page>



PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

FEE SCHEDULE CONTRACT YEARS 2021-2024

| <u>TEST NAME</u> | <u>TEST METHOD</u> | <u>UNIT RATE</u> |
|---|-----------------------|------------------|
| <u>Geotechnical / Physical Properties</u> | | |
| Moisture Content, gravimetric | D2216/D4643 | \$18/Test |
| Moisture Content (volumetric and gravimetric) and Bulk Density | D7263 | \$24/Test |
| Porosity | | \$205/Test |
| Particle Size Analyses | | |
| Standard Sieves and Hydrometer | D422 | \$185/Test |
| Standard Sieves, no Hydrometer | D422 | \$155/Test |
| Particle Size Analysis – Fine Grading | D422 | \$125/Test |
| Particle Size Analysis – Dry Sieve | D421 | \$90/Test |
| Particle Size Analysis – Aggregate, no hydrometer | D422/C136/CT202 | \$165/Test |
| Particle Size Analysis with Gravel with hydrometer | D422 | \$206/Test |
| Percent Passing #200 Sieve | D1140/C117 | \$85/Test |
| Atterberg Limits | | |
| Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI) | D4318 | \$155/Test |
| Liquid Limit | D4318 | \$80/Test |
| Plastic Limit | D4318/CTM 204 | \$80/Test |
| Specific Gravity, Fine (<4.75mm diameter materials) | D854 | \$80/Test |
| Specific Gravity, Coarse (>4.75mm diameter materials) | C127 | \$115/Test |
| Proctor Compaction Test | | |
| Method A or B (<25% retained on a 3/8" sieve) | D698/D1557 | \$175/Test |
| Method C (>25% retained on a 3/8" sieve) | D698/D1557 | \$210/Test |
| Moisture Density Single Point, std/mod (Proctor check point) | D698/D1557 | \$80/Point |
| Moisture Density Curve | CTM 216 | \$185/Test |
| Percent Organic Matter by Muffle Furnace | D2974 | \$90/Test |
| <u>Permeability / Conductivity Testing</u> | | |
| Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell | Modified | \$309/Test |
| Flexible Wall Method, 1" to 4" Diameter Sample | D5084 | \$320/Test |
| <u>Strength and Consolidation Testing</u> | | |
| Consolidation Testing | | |
| Consolidation Test (single point) | D2435 | \$100/Test |
| Consolidation Test (without rate data) | D2435 | \$160/Test |
| Test rate data per load increment | D2435 | \$65/Test-Load |
| Expansion/Collapse Testing | | |
| Expansion Index of Soils | D4829 | \$150/Test |
| Expansion Index Test w/Cement or Lime treated soils | D4829 | \$180/Test |
| Strength Testing | | |
| Unconfined Compressive Strength (UC), 2-3" | D2166 | \$95/Test |
| Triaxial Shear | | |
| Unconsolidated-Undrained Triax. Compression (UU), 2-3", 1-pt test | D2850 | \$185/Test |
| Consolidated Undrained Triax. Compression (CU), 2-3" (per point) | D4767 | \$435/Point |
| Consolidated Drained Triax. Compressions (CD), 2-3" (per point) | D7181 | \$592/Point |
| Direct Shear | | |
| Direct Shear, 2.5" | D3080 | \$185/Point |
| Direct Shear Test (saturated) | D3080 | \$80/Point |
| Direct Shear Test (saturated, recycled – strain rate 0.0042"/min) | D3080 | \$135/Point |
| Direct Shear Test (consolidated drained, residual) | D3080 | \$220/Point |
| Direct Shear Test (at natural moisture) | D3080 | \$70/Point |
| R-Value | D2844/CTM301 | \$220/Test |



FEE SCHEDULE CONTRACT YEARS 2021-2024

| <u>TEST NAME</u> | <u>TEST METHOD</u> | <u>UNIT RATE</u> |
|---|---------------------|------------------|
| <u>Aggregate Testing</u> | | |
| Sand Content | D2419/CMT 217 | \$80/Test |
| Durability Index (coarse) | D3744/CMT 229 | \$150/Test |
| Durability Index (fine)..... | D3744/CMT 229 | \$130/Test |
| <u>Soil with Amendments and Slurry Testing</u> | | |
| R-Value (treated soils) | D2844/CTM301 | \$275/Test |
| Compressive Strength, Soil-Cement | D1633/D1632 | \$180/Point |
| Pocket Penetrometer | | \$10/Test |
| <u>Soil Chemistry</u> | | |
| pH of Soil | | \$22/Test |
| Chloride Content (subcontracted) | CTM 422 | \$52/Test |
| Sulfate Content (subcontracted) | CTM 417 | \$52/Test |
| Soil Resistivity (subcontracted)..... | G57/CTM 643 | \$90/Test |
| Corrosion Series (Min. resistivity, pH, SO ₄ , Cl; subcontracted)..... | | \$175/Test |

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

TRAVEL AND PER-DIEM WILL BE PAID IN ACCORDANCE WITH FEDERAL GOVERNMENT RATES AS OF THE DATES OF TRAVEL. LESSER OF (Cost +5%) or (Local Government Rate).

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND GEO-LOGIC Associates

FOR THE PROVISION OF Landfill Engineering & Environmental Consultant Services **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Leslie Chapman, Cap Aubrey

SUBJECT: Recommendation for Award of the Contract for Landfill Monitoring & Reporting Services to TEAM Engineering & Management, Inc.

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and TEAM Engineering & Management, Inc. of Bishop, CA for the provision of Landfill Monitoring & Reporting Services for the period of July 1, 2021 through June 30, 2024 (with the two one-year extensions), in an amount not to exceed \$913,309 contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Monitoring and reporting of landfill gas and groundwater is an essential function in the operation of a landfill. At the present time the County does not have the expertise or staff to adequately perform these functions and relies on outside contractors to do this important work.

The department issued a Request for Proposal (RFP) in order to solicit proposals to provide landfill monitoring and reporting services to the County. Team Engineering and Management, Inc. was the only responder.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not award a contract, however, this would have a direct impact on the department's ability to operate County landfills.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These services are budgeted in the 2021-2022 Recycling Waste Management Budget 045700, Object Code 5265 Professional Services.

ATTACHMENTS:

1. TEAM Engineering Contract

APPROVALS:

| | |
|------------------|-------------------------------|
| Teresa Elliott | Created/Initiated - 6/15/2021 |
| Darcy Ellis | Approved - 6/15/2021 |
| Teresa Elliott | Approved - 6/16/2021 |
| Marshall Rudolph | Approved - 6/16/2021 |
| Amy Shepherd | Approved - 6/22/2021 |
| Leslie Chapman | Final Approval - 6/28/2021 |

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Landfill Monitoring and Reporting services of TEAM Engineering and Management, Inc (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Cap Aubrey Waste Management Superintendent. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 1, 2024 through June 30, 2025
- B. From July 1, 2025 through June 30, 2026

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Recycling and Waste Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 525,327 (initial term) \$ 198,864 (option 1) and \$ 189,118 (option 2) for a total of \$ 913,309 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

| | |
|---|----------------|
| County of Inyo: | |
| <u>Recycling & Waste Management</u> | Department |
| <u>1360 N Main St</u> | Address |
| <u>Bishop, CA 93514</u> | City and State |

| | |
|---|----------------|
| Consultant: | |
| <u>TEAM Engineering & Management, Inc</u> | Name |
| <u>459 W. Line St Suite A</u> | Address |
| <u>Bishop, CA 93514</u> | City and State |

24. ENTIRE AGREEMENT.

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

///

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc**
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING 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: _____

CONSULTANT

By: Naomi Jensen
Signature

Naomi Jensen, TEAM Engineering & Management, Inc.
Print or Type Name

Dated: 6/7/2021

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 TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SCOPE OF WORK:

SEE ATTACHED

ATTACHMENT A

SCOPE OF WORK Landfill Monitoring and Reporting Services July 1, 2021 – June 30, 2024

The following Scope of Work is as requested in Inyo County's RFP dated May 10, 2021. Proposed services are split into seven primary tasks categories, and listed below and as detailed in the following section:

1. Groundwater Sampling Activities, Six Inyo Landfill Sites
2. Groundwater Report Preparation, Six Inyo Landfill Sites
3. Landfill Gas Perimeter Monitoring, Five Active Inyo Landfills
4. Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill
5. Landfarm, Septage and Asbestos Sampling and Reporting, Bishop-Sunland Landfill
6. Coordination and Project Management
7. Additional Tasks to be Provided on an As-needed Basis

TASK 1: GROUNDWATER SAMPLING ACTIVITIES

Groundwater sampling activities, as dictated by Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board – Lahontan Region (RWQCB), will be continued on a quarterly, semi-annual, or annual basis, according to the current Monitoring and Reporting Program (MRP) for each of the Inyo County Landfills: Bishop-Sunland, Independence, Lone Pine, Keeler, Shoshone, and Tecopa.

The groundwater sampling efforts for each site are unique to that site due to variations in the specific requirements of the WDR/MRP, the depth to groundwater, the well construction, and the history of contaminants and trends identified in each well. The specific requirements of each site are outlined in their respective WDR/MRPs, and TEAM has streamlined the monitoring activities to achieve maximum efficiency while collecting representative, defensible samples. The following proposed activities apply to each of the Inyo Landfills:

- Prior to sampling at each well, the static depth-to-water measurement is collected. A Solinst sounder will be used to measure groundwater levels to the nearest 0.01 feet. This instrument uses an indicator probe attached by an insulated wire line to an electric sound emitting device. When the probe contacts water, an electric circuit is completed, and the Solinst emits an audible tone. The static water-level and well depth measurements are recorded on the well sampling data forms.
- Based on well construction details and the static water-level collected, the volume of water in the well casing is calculated and recorded on field data sheets. In addition, well screen intervals and current well column are considered in placement of the intake of the submersible pump. Various submersible pumps are used by TEAM, based on the depth

to water and specific sampling limitations of each site, such as the individual well recharge rates.

- Each well will be purged immediately before sample collection to remove stagnant and stratified water within the well bore, to ensure that water representative of the surrounding groundwater is sampled. Non-disposable purging equipment is decontaminated using water, a concentrated anionic powdered detergent, and a clean water rinse between sampling locations. Purging will be conducted using a submersible pump with a variable speed drive, based on methods described in the Environmental Protection Agency guidance document, *Representative Sampling of Groundwater for Hazardous Substances* (EPA, 2008). Appropriate sampling methods will be applied based on the professional judgment of the field technician and conditions encountered at individual wells. The purge-to-stabilization method is anticipated to be the primary method of purging based on our experience on the Inyo Landfills and other landfill monitoring sites.
- Aquifer characteristics and required field parameters will be monitored during well purging, as required by low-flow EPA methods as well as the specific MRP of each Inyo Landfill. TEAM uses current technology, including continuous monitoring using a flow-through cell and a Horiba U52 multi-parameter meter, to ensure the highest quality field data is collected. Equipment is inspected and calibrated prior to sampling.
- Measurements of temperature, pH, dissolved oxygen, oxidation-reduction potential (ORP) turbidity and conductivity will be recorded for each discharge volume. The gallons purged and current water level will be also recorded with each measurement of field parameters. Purging is stopped once the field water quality parameters stabilized to plus or minus 10 percent or a minimum of three casing volumes are removed (if stabilization is not reached). Final measurements are recorded on the well sampling form with the final volume purged.
- Groundwater samples will be collected using a submersible pump on low-flow setting, directly into appropriate sample bottles supplied by the analytical laboratory. Sample bottles will be placed in a cooler with blue ice immediately after sampling, and delivered to the analytical laboratory for chemical analysis under standard Chain-of-Custody protocols.
- All field data and observations, as well as specific sample collection details, will be recorded on field data forms. The original field forms are then scanned and included with groundwater monitoring reports submitted to the RWQCB.

TEAM has established a schedule of groundwater monitoring activities that coincide with the report deadlines specified in each MRP, and also combine other required on-site activities (such as quarterly landfill gas monitoring as described in Task 3) with the groundwater collection

efforts when possible, to maximize efficiency and minimize travel costs to remote sites. A proposed schedule of task completion is provided as Table 1 in Attachment A, and the specific subtasks anticipated for each Inyo Landfill site are described below.

Task 1.0 Groundwater Monitoring Activities (All Sites)

On-site monitoring and sampling services will be conducted by TEAM, with groundwater analyses conducted by a California State Certified Analytical Laboratory. For the contract period of July 1, 2021 through June 30, 2024, groundwater-monitoring services will include the following sampling events, broken down by site. The budgeted cost for these tasks includes an estimate of laboratory analytical costs as required by the WDRs, as well as applicable field equipment and labor costs. The estimated cost assumes that purged groundwater will continue to be disposed of on-site, laboratory fees do not increase significantly, and reasonable well access and sampling conditions are maintained at the landfill sites.

Task 1.1 Bishop-Sunland Landfill

Twelve quarters of sampling: Semi-annual sampling (2nd and 4th Quarters) of eleven (11) site monitoring wells and three (3) supply wells with monitoring for groundwater elevations and required field parameters. Semi-annual sampling (1st and 3rd Quarters) of seven (7) site monitoring wells and one (1) supply well with monitoring of groundwater elevations from eleven (11) site wells. Laboratory analysis of the groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. Costs assume continuation of the current monitoring program as specified in the Evaluation Monitoring Report dated January 2004, unless revised WDRs are issued by the RWQCB. If Revised WDRs are issued for the site, these would supersede the current MRP for the Bishop-Sunland Landfill. TEAM will continue to work collaboratively with the RWQCB to assure the Monitoring and Reporting Program is maintained in compliance with current regulatory mandates, while the WDRs and associated MRP are in the process of review and revision by the RWQCB. TEAM has made recommendations to the RWQCB for reduction of redundant wells and frequency of groundwater sampling, which we will continue to advocate for in the effort to achieve significant cost savings for Inyo County over the long-term.

TEAM is prepared to support Inyo County with the drilling and installation of a new upgradient background well MW-1R (e.g. on an extension to the FY 2020-2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs. Costs assume this additional monitoring well will be required to be sampled quarterly once it is successfully installed in late 2021.

Task 1.2 Independence Landfill

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of four (4) on-site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory

analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed, as defined in the WDRs.

Monitoring efforts related to Independence Landfill will include consideration of the current groundwater level trends and associated sampling considerations for collection of samples from limited monitoring well water columns. If adverse conditions worsen, TEAM is prepared to support Inyo County Recycling and Waste Management with modification of the current groundwater monitoring system to ensure compliance with the WDRs. These additional efforts, such as preparation of a work plan for monitoring well replacement and solicitation of driller costs, can be provided on an as-needed basis as described in Section 4.0.

Task 1.3 Lone Pine Landfill

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of six (6) site monitoring wells; including the two off-site evaluation monitoring wells installed in August 2010, with monitoring of groundwater elevations and required field parameters. Currently the background well (MW-1) is damaged, but the scope assumes restoration of that sampling point will be completed by Inyo County in 2021. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Evaluation Monitoring Plan.

TEAM is prepared to support Inyo County with the drilling and installation of a replacement upgradient well MW-1R (e.g. on an extension to the FY 2020-2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs. Costs assume the background well is replaced and accessible for sampling for the requested contract term.

Task 1.4 Keeler Landfill

Annual post-closure monitoring (3 events during the 3rd Quarter) of five (5) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Final Closure and Post-Closure Monitoring Plan for the site.

Task 1.5 Shoshone Disposal Site

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Tecopa Disposal Site.

Task 1.6 Tecopa Disposal Site

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Shoshone Disposal Site.

TEAM shall provide all equipment, instruments, containers, tools, vehicles, materials, licenses and other items necessary to obtain representative groundwater samples and make required measurements. All equipment will be properly decontaminated and maintained by TEAM. TEAM owned equipment, and associated rental charges, are included on the Schedule of Fees and Charges provided as Attachment C.

TASK 2: GROUNDWATER REPORT PREPARATION

Semi-annual and annual groundwater monitoring reports, as required by WDR/MRPs for each site, will be prepared for each of the six (6) facilities: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. These reports will be prepared and submitted based on requirements established in the MRPs for each respective site, as specified by the RWQCB staff, and in general accordance with previous reports submitted by the County.

Final Groundwater Monitoring Reports will be submitted to the County in advance of report deadlines to allow for discharger certification and timely submittal to the RWQCB. Prior to submittal to the County, all reports will be subject to TEAM's established internal quality control policies, to ensure that all work products are thoroughly reviewed and accurate. Groundwater Monitoring Reports will be certified by a Professional Engineer or Professional Geologist.

For the initial fiscal year (July 2021-June 2022), Semi-Annual Groundwater Monitoring Reports describing activities and results from First and Second Quarter 2021 groundwater monitoring activities will be submitted to the RWQCB by July 15, 2021 for Independence Landfill and by July 31, 2021 for the Bishop-Sunland Landfill. Semi-annual reporting requirements for the first half of 2021 will have already been included in Annual reports for Lone Pine, Shoshone and Tecopa Landfills due June 30, 2021 (to be completed under the previous contract). An addendum to the Lone Pine annual report will be prepared by July 15, 2021 to include the waste volume reporting requirements through June. Semi-Annual reporting is no longer required for the Keeler Landfill.

Semi-Annual Groundwater Monitoring Reports will be submitted to the RWQCB by January 15, 2022 for three (3) facilities: Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. The Semi-Annual Groundwater Monitoring Report for the Bishop-Sunland Landfill will be

submitted by January 31, 2022. Semi-annual reporting requirements for the second half of 2021 will have already been included in an Annual report for Independence Landfill due November 30, 2021. An addendum to the Independence annual report will be prepared by January 15, 2022 to include the waste volume reporting requirements through December.

Semi-annual Groundwater Monitoring Reports, reporting the results of the First and Second Quarter 2022, will be prepared for Lone Pine, Shoshone and Tecopa Landfills prior to their annual report deadline of June 30, 2022, and for Independence and Bishop-Sunland in July 2022. Report submittal schedules are anticipated to remain the same as the initial year for the remaining contract term, yet are subject to change based on WDR revision. TEAM will work with the RWQCB and Inyo County to assure compliance with all reporting deadlines.

The Semi-Annual Groundwater Monitoring reports will contain the information required by the MRP for each site, which includes at a minimum:

- executive summary with a discussion of any violations requiring action;
- site background information;
- map or aerial photograph showing the location of all monitoring points;
- description of field purging and collection methods;
- summary of groundwater elevation data, calculated hydraulic gradient(s) and calculated groundwater velocity;
- summary of field and laboratory analytical results;
- statistical evaluation of inorganic monitoring data, according to approved EPA statistical methods, with update of Concentration Control Limits when applicable
- waste disposal volumes and remaining capacity calculations, based on Board of Equalization reports provided by ICRWM for the previous 6-month period;
- a brief summary of corrective action activities and monitoring results collected during the period (for Bishop-Sunland Landfill only);
- a summary of available septage and landfarm data collected by the County during the period (for Bishop-Sunland Landfill only);
- update on previously scheduled activities, as applicable; and
- recommendations for follow-up activities, as applicable.

The estimated cost for report preparation includes data analysis, technical illustrations, report drafting, and senior-level quality assurance review and certification. Also included are the costs for electronic data reporting to the GeoTracker database as required for all landfill programs under CCR Chapter 30, Division 3, Titles 23 and 27, to the extent practical using available monitoring point survey data.

As required in the WDRs and MRP for each site, an Annual Groundwater Monitoring Report for each of the six (6) sites will also be prepared for submittal to the RWQCB. Annual Summary

Reports will include items described in the General Provisions for Monitoring and Reporting and specific requirements defined in the current WDR for each site, and will summarize information provided in detail in the semi-annual reports for each site for the previous 12-month period. To reduce reporting costs to Inyo County, semi-annual and annual reporting efforts have been combined when possible and in accordance with deadlines established by the WDRs.

The Annual Groundwater Monitoring Report for each site will be based on the specific requirements and schedule for that site as specified in current WDRs and MRPs. Accordingly, Annual summary reports for the Independence Landfill, Keeler Landfill and Bishop-Sunland Landfill will be prepared for submittal prior to November 30, 2021, January 31, 2022, and March 1, 2022, respectively. Annual Groundwater Monitoring reports will be prepared for the Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site, for submittal to the RWQCB by June 30, 2022. For reports submitted prior to the completion of the reporting period (e.g. Independence report which is due November 30), costs include additional transmittal of waste volume data to the RWQCB prior to the deadlines of the semi-annual reports (January 15 and July 15) or as soon as the volume data is provided by Inyo County. This report schedule has been coordinated and approved by the RWQCB, resulting in considerable cost savings to Inyo County over the past six years.

Costs estimated herein include reporting of groundwater monitoring results, but do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedances and the specific requirements of the RWQCB. Additional reporting tasks which are not anticipated in the current contract, but that may become necessary in support of WDR compliance, are discussed in Section 4.0.

TEAM shall provide timely notification of any observed violations to Inyo County Recycling and Waste Management and RWQCB, as appropriate. TEAM will be available to respond to questions that may arise from Inyo County or RWQCB staff concerning results presented in draft and final groundwater monitoring reports.

TASK 3: LANDFILL GAS PERIMETER MONITORING

Landfill gas monitoring will be conducted on existing perimeter monitoring probes at each of the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. Monitoring will be conducted on a quarterly basis for the Bishop-Sunland, Independence and Lone Pine Landfills; and semi-annually for the Shoshone and Tecopa Disposal Sites. When possible, landfill gas monitoring will be conducted in conjunction with quarterly or semi-annual groundwater monitoring events to reduce travel costs. Specific monitoring events will be scheduled based on staff availability. Monitoring will be completed by field personnel located in Bishop, California. Monitoring procedures and protocols will be done in accordance with Title 27 requirements for landfill gas probes and on-site structures (ambient air).

Landfill gas perimeter monitoring will include the following activities:

- calibration of the field instrument;
- purging of two well volumes of gas from each probe;
- collection of representative reading(s) at each probe with a field gas analyzer, (Landtec GEM 2000 or equivalent) for Static Pressure, Methane, Carbon Dioxide, and/or Oxygen as required by Title 27; and
- recording field data on standardized field data sheets.

If landfill gas monitoring results show exceedances of compliance limits set in Title 27, the County and the LEA will be notified within forty-eight (48) hours.

Within forty-five (45) days following completion of each monitoring event, TEAM will prepare quarterly landfill gas monitoring reports which will summarize monitoring methodologies and monitoring data. Depending on the results of the monitoring, a general description of follow-up work that is required under Title 27 will be included within the report. Copies of the final reports will be issued to the County LEA, with an electronic copy transmitted to CalRecycle.

The budget for this task assumes monitoring and reporting for all twelve (12) quarters of the contract years 2021-2024 for the three (3) active Owens Valley sites: Bishop-Sunland Landfill, Independence Landfill, and Lone Pine Landfill. The Shoshone Disposal Site and Tecopa Disposal Site will be monitored on a semi-annual basis, in accordance with the monitoring frequency reduction recommended by TEAM and approved by the LEA and CalRecycle in 2014. Monitoring costs assume mobilization costs can continue to be saved on a semi-annual basis by combining with groundwater sampling events. Monitoring costs also assume reasonable well access and maintenance is provided by Inyo County. The costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

TASK 4: LANDFILL GAS EXTRACTION SYSTEM MONITORING AND MAINTENANCE, BISHOP-SUNLAND LANDFILL

As part of the corrective action program for the Bishop-Sunland Landfill, a landfill gas extraction system was constructed in the southwestern portion of the site in 2010 to reduce migration of landfill gases at the perimeter of the landfill, which previously had been in exceedance of Title 27 thresholds (Methane over 5% by volume). TEAM supported the County with construction of that system and the associated air permitting with the Great Basin Air Pollution Control District (APCD). Since 2010, TEAM has been conducting monthly emissions monitoring of that extraction system in accordance with APCD permit 1560-01-10.

In December 2015, two additional landfill gas extraction wells were constructed at the Bishop-Sunland Landfill, in accordance with the approved Corrective Action Plan designed to control and reduce the source of volatile organic compounds impacting groundwater. TEAM has been working closely with the design engineers, construction contractors, and County staff to operate the new extraction wells in a safe and effective manner, and to optimize the extraction wells and

finalize an O&M manual for the systems. TEAM's direct experience with the landfill gas extraction systems on this site, coupled with our involvement in the groundwater monitoring and reporting tasks, make us well-suited to continue landfill gas monitoring activities at the Bishop-Sunland Landfill with maximum continuity and efficiency.

The proposed scope of work under this task assumes TEAM continuing in the role we have been serving with respect to the operations and permit compliance monitoring of the landfill gas systems. Efforts under this task are anticipated to include finalization of the APCD permits for the two new extraction wells (ATC/TPO 1691-00-15 and 1692-00-15), and continuation of emissions monitoring similar to and inclusive of protocol refined for the 2010 extraction system.

Efforts under this task are anticipated to include the following subtasks:

- Monthly system checks of the 2010 landfill gas extraction system and the new EW-1 and EW-2 extraction systems, to assure proper and safe operation.
- Monitoring of the three systems with a portable hydrocarbon leak detector capable of meeting the performance specifications of EPA's Source Test Reference Method 21. TEAM proposes to use a photoionization detector (PID), calibrated to hexane, to fulfill this requirement. Hydrocarbon concentration, measured as non-methane organic compounds (NMOCs) as hexane, will be measured at the inlet and outlet of each extraction system monthly using standard sample collection procedures and the PID.
- TEAM will conduct leak monitoring of above-ground components of the three extraction systems, according to the permit conditions. TEAM will also be responsible for maintaining a log-book of monitoring and operational data, which is to be kept on-site or made readily available upon APCD request. If any permit conditions are observed or suspected to be exceeded, TEAM will notify County staff and/or appropriate agencies within 48 hours so appropriate action can be taken.
- As part of the monthly emissions monitoring, TEAM will also measure system flowrates, vacuums and pressures, and advise the County about any abnormal operating conditions. TEAM will assist County staff in identifying necessary maintenance measures and conduct routine, preventative maintenance. Costs for this task assume any substantial repair activities will continue to be conducted by County staff.
- Monthly extraction system checks will also include monitoring of the extracted gas content, to track corrective action effectiveness and correlate compounds in the landfill gas to groundwater contaminants. Methane, Carbon Dioxide, Oxygen, and balance gases will be monitored in the field using a Landtec GEM 2000 or equivalent. The GEM unit will also be used on the two new extraction systems to calculate flow and BTU of the individual systems, using the installed Accuflo 2V wellhead fittings.

- Efficacy monitoring of the corrective action measures will be supported by the collection of periodic samples of extracted landfill gases for laboratory analysis. Costs for this task assume semi-annual air sample collection of the combined influent for the 2010 system, and at each wellhead for EW-1 and EW-2. Laboratory analyticals are anticipated to include VOCs by EPA Method TO-15, fixed gases, and/or NMOCs by EPA Method 25C.
- Reporting to the RWQCB related to the corrective action measures will be included with regularly scheduled semi-annual groundwater monitoring reports for the Bishop-Sunland Landfill to the extent possible, for maximum cost-effectiveness to Inyo County.

A technical report, evaluating the effectiveness of the landfill gas extraction efforts as a corrective action to remediate VOCs in groundwater, is not anticipated to be prepared during the period of July 1, 2021 through June 30, 2024, as the RWQCB has not indicated any such report will be required in the near future. Costs for this technical evaluation are not included herein, as it is unclear whether the County will request that as part of the monitoring contract or in the as-needed landfill engineering support services. If required, this task can be provided on an as-needed basis as described in Section 4.0.

Cost estimates for this task do not include the cost of the carbon filter material, filter change-out services, or spent carbon disposal costs, as these costs are not anticipated to be incurred during the thirty-six-month period of July 2021 through June 2024, according to design carbon loading calculations. TEAM will advise County staff when conditions require filter change-out or other maintenance activities, and can work with County staff to identify the most cost-effective way to resolve any significant repair or maintenance costs that may be necessary. Inyo County will also be responsible for the APCD permit fees and compliance with the conditions of the permits.

Of the tasks proposed as part of the Scope of Work presented herein, the landfill gas extraction system efforts have the highest chance of variability as dictated by site conditions. If necessary to provide additional expertise or optimization guidance, TEAM is prepared to work with ES Engineering (engineering design firm of the current corrective action system) or other subcontractors with landfill gas expertise, as needed to complete this task appropriately for Inyo County. If additional technical support is required to support TEAM's on-site monitoring activities under this task, these costs could be covered under the Additional Task budget discussed in Section 4.0, or under Inyo County's separate contract for Landfill Engineering and Environmental Consultant Services for Regulatory Mandated Projects (based on the RFP dated May 20, 2021). Potential services that may require additional landfill gas technical expertise include: maintenance and permitting support, O&M support, well field adjustment and optimization guidance, review and evaluation of monitoring data, and assistance with health and safety or regulatory compliance issues that may arise with respect to the gas extraction systems.

TASK 5: LANDFARM, SEPTAGE AND ASBESTOS SAMPLING AND REPORTING, BISHOP-SUNLAND LANDFILL

The Bishop-Sunland Contaminated Soil Landfarm is part of the Bishop-Sunland Landfill facility. The Landfarm has been monitored by County staff in accordance with a Sampling and Analysis Plan (SAP) since January 1998; provisions for the sampling and analysis, as well as threshold concentration criteria, are also included in the Bishop-Sunland WDRs and MRP. In April 2016, the SAP was revised for the Bishop-Sunland Landfarm, based on updated directives and approved revision by the RWQCB.

Under the scope of this task, TEAM will assist Inyo County in maintaining compliance with the WDRs for Bishop-Sunland Landfill, through implementation of the revised Sampling and Analysis Plan for the Landfarm. Efforts under this task are anticipated to include the following:

- Collection of soil samples from the Landfarm area on a semi-annual basis (6 sampling events in December and June). Sampling will be conducted in accordance with the WDR and the revised SAP, which includes grab sampling in four alternating locations, at depths of 6 and 12 inches.
- Samples will be sent to BC Labs or another approved California-certified lab, for the analyses required in the WDRs and SAP. Costs include an estimate of the related laboratory analytical fees from BC Labs in Bakersfield, for petroleum hydrocarbons using EPA Methods 8260 and 8015.
- Landfarm soil concentrations will be presented in the Semi-annual Groundwater Evaluation Monitoring Reports for the Bishop-Sunland Landfill (due January 31 and July 31 of each year). The need for additional sampling at a depth of 2 feet, as required by WDR Section II.C.4, will be discussed in the semi-annual report and recommended if necessary to assess vertical migration of contaminants of concern. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 12 inches, samples may be required at a depth of 2 feet based on WDR Section II.C.4. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 2 feet, samples may be required at a depth of 5 feet based on WDR Section II.C.5. For cost estimation purposes, and based on our experience with the Landfarm soils and operations, TEAM anticipates up to an additional four (4) samples annually to be needed at depths of 2 feet, based on concentrations at a depth of 12 inches. Costs are not currently included for sampling at depths of 5 feet below surface, although TEAM can provide support to Inyo County under the as-needed task if additional samples at depth are required by the LEA or RWQCB.
- Time is included to advise the County regarding recommended changes in Landfarm operations or any follow-up action(s) that may be dictated by the sampling analytical results. However, costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

- Efforts related to the compliance with or revision of operational procedures (e.g. spreading immediately and tilling frequently), or revisions of the Landfarm Soil Acceptance procedures, is currently outside of the current scope of work. TEAM's responsibility with respect to Landfarm soil monitoring activities will be focused on the sections of the WDR and SAP pertaining to sampling and reporting of concentrations of in-place, actively treated contaminated soils. Inyo County will continue to be responsible for the proper operation of the Landfarm under permit conditions, for reviewing the adequacy of soil disposal acceptance criteria, and for management of soil disposal volumes and effective treatment procedures.

In addition to the Landfarm Sampling and Reporting described above, Inyo County has requested this task include support with Septage Pond sampling and reporting, and asbestos monofil reporting. Semi-annual Septage sampling will be conducted by Inyo County and the two primary waste providers (Bishop Waste and Preferred Septic); however TEAM will assist with obtaining sample bottles, getting the samples to the lab under proper chain-of-custody, and including analytical results in semi-annual reports. Similarly, recording of asbestos disposal to the Monofill remains the responsibility of Inyo County, yet TEAM will include the required reporting elements in semi-annual/annual reports for the Bishop-Sunland Landfill.

TASK 6: COORDINATION AND PROJECT MANAGEMENT

Based on our experience managing the landfill monitoring and reporting programs for the Inyo and Mono Counties, we recognize that effective task coordination and project management is essential to ensure maximum level of compliance with existing regulations and evolving agency mandates. TEAM believes we have streamlined the monitoring and reporting tasks and have established a schedule of task completion which should be maintained, however we recognize the need to adjust schedules based on Inyo County Recycling and Waste Management priorities or new regulatory challenges. This task will also allow us to continue the effective, streamlined communication channels we have established with key agencies such as the RWQCB, Inyo County Environmental Health, CalRecycle (formerly the California Integrated Waste Management Board), and property owners such as BLM and LADWP.

Naomi Jensen, President of TEAM, will serve as Project Manager for this project and manage the completion of tasks under this contract, communicating closely with Inyo County Recycling and Waste Management staff. This task will include communication with key regulatory agencies, status updates to Inyo County, budget management, and general coordination of activities as described below:

- TEAM shall coordinate site access, well access, sampling schedule, sample delivery and specifications of sample analysis with Inyo County staff. It is understood that Inyo County will be responsible for site security and ensure safe access to the landfill monitoring points.

- TEAM shall coordinate the sampling schedule, chain-of-custody specifications, sampling supplies and requested laboratory analysis with analytical laboratory BC Labs of Bakersfield, CA (or other lab approved by Inyo County).
- TEAM shall coordinate the sampling protocol and sampling and reporting schedules with the RWQCB, in conjunction with Inyo County Recycling and Waste Management staff. Negotiation with RWQCB on any necessary deviations from the established sampling and reporting schedule will be conducted in conjunction with Inyo County.
- TEAM shall interface with RWQCB as needed to discuss site conditions, monitoring results, conditions of the WDRs, or action needed to correct any observed violations.
- TEAM shall provide general task and project management, and provide status updates to Inyo County Recycling and Waste Management staff or other Inyo County departments as requested.

Task 7: ADDITIONAL TASKS TO BE PROVIDED ON AN AS-NEEDED BASIS

In Inyo County’s RFP dated May 10, 2021, an “Additional Tasks” category has been recognized as necessary in support of the primary monitoring and reporting tasks requested in the Scope of Work, with an annual budget recommended by Inyo County of \$20,000. Based our experience on the Inyo Landfill sites from 2009 through 2021, and the value in being able to adjust consultant scope of services to address emerging compliance issues with respect to site conditions and regulatory mandates, we concur with Inyo County’s decision to include a budget for additional, as-needed tasks that may arise during the period of July 1, 2021 through June 30, 2024. In an effort to provide a cost proposal that addresses the full scope of services requested in the RFP, we have defined the additional, as-needed tasks as Task 7 and included it in the cost proposal with the task budget specified by Inyo County.

This task is intended for any additional consulting services that have not been defined within the specific scope of work for the 2021-2024 contract. Work falling under this task would be authorized by the County on an as-needed basis. If necessary, a detailed scope of work and associated fee estimates will be developed at the time specific new work-tasks are identified. If there are no new tasks necessary or requested by ICRWM under Task 7, no labor or expense charges will be incurred resulting in a cost savings to Inyo County.

The following items have been identified by TEAM as additional tasks that may be required by the RWQCB based on provisions defined in the WDRs and groundwater monitoring results for the five active landfills and the closed Keeler Landfill. We present this list in an effort to inform the County of the potential for any one or all of these items needing to be accomplished during the contract year, in support of the Inyo Landfill WDRs and the Scope of Work defined as Task 1 through 6 herein.

Potential tasks that may need to be authorized under Task 7 – Additional Tasks during the period of July 1, 2021 through June 30, 2024 include, but are not limited to the following:

- Installation of replacement background monitoring well (MW-1R) at the Bishop-Sunland Landfill and the Lone Pine Landfill, based on requirements in the WDRs for adequate unimpacted background monitoring wells at each of these sites. This task was scheduled to be implemented during FY20-21, based on the work plans approved by the RWQCB in 2020, yet is pending landowner permissions and driller bid solicitation by Inyo County. This task was to be funded by the surplus budget amounts carried over from fiscal years 2016-2020, however the driller RFP was delayed and the task postponed by Inyo County. TEAM is prepared to support Inyo County with the well permitting geologic oversight and reporting associated with these monitoring well replacement activities, whether under an extension to the current contract, or under separate contract. If this task is added to the currently requested scope of work for the FY21-24 term, the additional tasks budget may have to be increased to cover the associated efforts.
- Bishop-Sunland Landfill: Additional efforts may be required to support a WDR revision for the landfill, which is anticipated following the drilling and installation of a new off-site background monitoring well MW-1R. Additional quarterly sampling of this new background well is also anticipated to become a requirement in the revised WDRs for the landfill. Costs to address the revisions to the WDRs could be included in this task. Additional efforts may also be required, if requested by the RWQCB, to respond to any new Notice of Violations during the period, or to create a technical report evaluating the effectiveness of the landfill gas extraction efforts as a corrective action to remediate VOCs in groundwater.
- Independence Landfill: Low and intermittent levels of VOCs continue to be detected in one or more groundwater wells at the Independence Landfill. Compliance with the WDRs for Independence Landfill may require the preparation of an evaluation monitoring plan to address the low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, efforts may be required to address rapidly declining water levels which have impacted water quality and affected the functionality of the upgradient, back ground well.
- Lone Pine Landfill: Low but persistent levels of VOCs continue to be detected in one or more groundwater wells at the Lone Pine Landfill. The site is currently under and Evaluation Monitoring Program. Compliance with the WDRs for Lone Pine Landfill may require the preparation feasibility study for remediation of low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, the background well (MW-1) has been determined to be damaged and not viable for water level measurement or sample collection. Costs for the repair or replacement of this well are outside the scope of this contract. TEAM is prepared to support Inyo County with the drilling and installation of a replacement upgradient well MW-1R (on an extension to the FY 2020-

2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs.

- Keeler Landfill: Recent efforts by TEAM and Inyo County have resulted in a Revision to the WDRs and MRP for the Keeler Landfill, to formally reflect the disposal site as Closed and formalize the post-closure monitoring period. The RWQCB issued revised WDRs and MRP in November 2020, requiring Inyo County to complete additional maintenance of the landfill cover and initiate a 3-year compliance period. Construction oversight for the cover repair, along with technical documentation of the work may be required in support of the revised WDRs. In addition, at the end of the three-year post-closure compliance period, a request for Recission of WDRs can be submitted to the RWQCB. This effort is anticipated to be included in the scope of work for 2025-2026, assuming no failure of the landfill cover or detections in groundwater during the three year compliance period.
- Additional consulting services related to the landfill gas monitoring tasks (Task 3 and 4) could include verification field or lab sampling of landfill gases, notifying appropriate agencies if conditions are observed in violation of requirements, working with the County's landfill engineering consultant to share and evaluate pertinent site data, and additional assistance to Inyo County with respect to extraction system maintenance activities (e.g. carbon filter changeout) and safety/security of the extraction systems.

The budget for Task 7, as specified by ICRWM, should be adequate to cover the efforts that may be necessary to address one or more of the issues described above, based on requests of enforcement from the RWQCB or other regulatory agencies. It should be noted that the budget is unlikely to be sufficient to complete all of the potential subtasks described. The Additional Tasks budget would also be utilized if additional efforts are requested, or mandated by regulatory agencies, above and beyond the specific subtasks anticipated to be included in Task 1 through 6 defined herein.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SCHEDULE OF FEES:

SEE ATTACHED

**TABLE 2
COST PROPOSAL SUMMARY**

Inyo County Landfill Monitoring and Reporting Services - July 2021 - June 2024

| Task No. | Description | Proposed 1-Year Cost | Proposed 3-Year Total Cost |
|----------|--|----------------------|----------------------------|
| 1 | Groundwater Monitoring - All Landfill Sites | \$ 51,804.00 | \$ 155,412.00 |
| 2 | Groundwater Reporting - All Landfill Sites | \$ 42,449.00 | \$ 127,347.00 |
| 3 | Landfill Gas Perimeter Monitoring, per Title 27 | \$ 23,394.00 | \$ 70,182.00 |
| 4 | Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill | \$ 22,242.00 | \$ 66,726.00 |
| 5 | Landfarm/Septage Pond/Asbestos Sampling and Reporting, Bishop-Sunland Landfill | \$ 10,090.00 | \$ 30,270.00 |
| 6 | Coordination and Project Management | \$ 5,130.00 | \$ 15,390.00 |
| 7 | Additional Tasks, As-Needed (Budget as Specified by ICRWM) | \$ 20,000.00 | \$ 60,000.00 |
| | Proposal Total Amount | \$ 175,109.00 | \$ 525,327.00 |

| | |
|---|----------------------|
| Recommended Year 4 Contract Extension (includes 1-year cost +5%, and COC sampling at all sites) | \$ 198,864.00 |
| Recommended Year 5 Contract Extension (includes 1-year cost + 8%) | \$ 189,118.00 |
| Total Recommended 5-Year Budget (July 2021 - June 2026) | \$ 913,309.00 |

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

| | |
|---|-----------------|
| Vehicle Use 2WD | \$150 per day |
| Vehicle Use 4WD | \$125 per day |
| Mileage (in lieu of daily rate for > 100 miles) | \$1.00 per mile |
| Per Diem (for Tecopa/Shoshone only) | \$250 per mile |

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Sue Dishion

SUBJECT: Amendment between the County of Inyo and Leslie Chapman for provision of professional services as Assistant County Administrator

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Leslie Chapman for provision of professional services as Assistant County Administrator at a monthly salary of \$12,365, effective July 8, 2021, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

The contract amendment is necessary to complete the Department Head salary increases that were presented and approved by your Board in June.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, however this is not recommended as your Board approved this increase at a Board of Supervisors meeting in June.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The increase to the salary has been budgeted in the Fiscal Year 2021-2022 Requested Budget in the salaries and benefits of the budgets that are impacted by this increase.

ATTACHMENTS:

1. Leslie Chapman Contract Amendment

APPROVALS:

Denelle Carrington

Created/Initiated - 6/28/2021

Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd
Sue Dishion

Approved - 6/28/2021
Approved - 6/29/2021
Approved - 6/29/2021
Approved - 6/29/2021
Final Approval - 6/30/2021

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Leslie Chapman
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
6th DAY OF July, 2021.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Leslie L. Chapman
Signature

Leslie L. Chapman
Type or Print

Dated: 6/25/21

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Marshall Rudolph

SUBJECT: Proposed "Inyo County Policy Regarding Officers and Employees Waiving Compensation"

RECOMMENDED ACTION:

Request Board consider and potentially approve proposed "Inyo County Policy Regarding Officers and Employees Waiving Compensation," and provide any desired direction to staff.

SUMMARY/JUSTIFICATION:

At least one member of the Board has expressed an interest in temporarily waiving the salary increase approved at your last regular meeting, and your Board authorized me to agendize a policy to effectuate such waivers. The proposed policy is attached. It is modeled after the compensation-waiver policies of other counties including Mono. It allows any county officer or employee to voluntarily waive any portion of their future salary and/or allowances (if applicable) for a specified period of months. The waiver is unconditional, unqualified, and irrevocable for that specified period. So structured, it is my considered opinion that the IRS does not consider the waived compensation to have been received by, nor as taxable income of, that person (although I cannot purport to give tax advice to any individual). California courts have also upheld waivers of compensation by public officers or employees. Having the Board expressly authorize the Auditor-Controller's office to implement such waivers through an approved policy provides clear legal authority for the Auditor-Controller to do so, removing any arguable obligation to otherwise pay the full salary and compensation set by the Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could revise the policy within legal parameters. Or you could choose not to adopt it. Not adopting any version of the policy is not recommended because it would potentially prevent an interested officer or employee from having the option to voluntarily waive a portion of their compensation.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Inyo County Compensation Waiver Policy

APPROVALS:

| | |
|------------------|-------------------------------|
| Marshall Rudolph | Created/Initiated - 6/24/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Clint Quilter | Approved - 6/29/2021 |
| Darcy Ellis | Approved - 6/29/2021 |
| Marshall Rudolph | Approved - 6/29/2021 |
| Marshall Rudolph | Approved - 6/29/2021 |
| Amy Shepherd | Approved - 6/29/2021 |
| Sue Dishion | Final Approval - 6/30/2021 |

INYO COUNTY
POLICY REGARDING OFFICERS AND EMPLOYEES WAIVING
COMPENSATION

INTRODUCTION

The Board of Supervisors recognizes that County officers and employees may desire to waive compensation in whole or in part.

PROCEDURES

Any County officer or employee may elect to waive his or her compensation or allowances in whole or in part by delivering a signed copy of the attached form to the Auditor-Controller's Office. The election must remain in effect for a period of months to be specified by the employee or official, and shall be unconditional, unqualified, and irrevocable.

INYO COUNTY
UNQUALIFIED AND IRREVOCABLE WAIVER OF COMPENSATION

I _____, hereby
unconditionally and unqualifiedly waive the right to receive
\$ _____ of my monthly salary which would otherwise be
paid to me, and \$ _____ of my monthly allowance
for _____ which would otherwise be paid to me.

This waiver is to take effect with the payroll of _____, 20____, and
continue for a period of _____ months and shall be irrevocable.

Signed: _____

Dated: _____



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of June 1, June 8, and June 15, 2021, and the special meeting of June 29, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 6/28/2021
Final Approval - 6/28/2021



Inyo Council for the Arts

150 Willow St. Bishop CA 93514 / Phone: 760-873-8014 / Fax: 760-873-5518 / www.inyo.org

June 29, 2021

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Supervisors,

Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Friday, September 17, 2021 at 8:00 a.m., through Sunday, September 19, 2021 at 8:00 p.m., so that ICA can hold the 29th annual Millpond Music Festival.

We are in the process of booking the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free, and free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

In addition, Millpond performers will be giving performances in Inyo County schools before and after the festival.

Thank you for your continued support.

Sincerely,

Lynn Cooper
Executive Director

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



May 28, 2021

File No.: 825.15205.16631

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. J. Lowther".

T. J. LOWTHER, Captain
Commander
Bishop Area

Enclosure

RECEIVED
'21 JUN 28 AM 8:15

INYO CO ADMINISTRATOR
CLERK OF THE BOARD



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

| | |
|--------------------------------------|---|
| OES CONTROL NUMBER 21-2707 | COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2021-10003 <input type="checkbox"/> No |
|--------------------------------------|---|

| | | | | | |
|---|-------------------------|------------------------|--|---|--|
| HAZMAT CASUALTIES NO. EXPOSED/DECONNED 0 | NO. INJURED 0 | NO. KILLED 0 | CITY Unincorporated | JUDICIAL DISTRICT Mammoth Lakes | PHOTOGRAPHS BY <input checked="" type="checkbox"/> NONE |
| AGENCY PERSONNEL 0 | 0 | 0 | COUNTY Mono | NCIC 9825 | HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| OTHERS 0 | 0 | 0 | TIME CALTRANS/COUNTY ROADS NOTIFIED 0645 HOURS | TIME O.E.S. NOTIFIED 0741 HOURS | STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

INCIDENT DATE (MM/DD/YYYY) **05/21/2021** INCIDENT TIME **0640** HOURS

INCIDENT OCCURRED ON **US-6** AT INTERSECTION WITH **1.1 mile north of Chidago Canyon Road** OR

MILEPOST INFORMATION

GPS COORDINATES
LATITUDE **37.633180°** LONGITUDE **-118.396900°**

| | | | | | | |
|---|--|--------------------|--------------------------|-----------------------------|----------------------------------|--------------------|
| NAME (FIRST, MIDDLE, LAST) Juan Manuel Gonzales | DRIVER'S LICENSE NUMBER A4728521 | STATE CA | VEH. YEAR 2011 | MAKE Freightliner | LICENSE NUMBER XP76317 | STATE CA |
| STREET ADDRESS 9868 Elwood Court | | | VEH. YEAR 2001 | MAKE Hyundai | LICENSE NUMBER 4SE7581 | STATE CA |
| CITY/STATE/ZIP CODE Fontana, CA 92335 | | | VEH. YEAR | MAKE | LICENSE NUMBER | STATE |

HOME PHONE **(909) 749-3851** BUSINESS PHONE **(909) 749-3851** CARRIER NAME **JM Villas Transport, Inc.**

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

| | |
|---|--|
| <input type="checkbox"/> On-site fire services | <input type="checkbox"/> Chemtrec |
| <input type="checkbox"/> Private info source | <input type="checkbox"/> Poison Control Center |
| <input type="checkbox"/> Off-site fire services | <input type="checkbox"/> Safety Data Sheet |
| <input checked="" type="checkbox"/> On-site non-fire services | <input type="checkbox"/> Placards/Signs |
| <input type="checkbox"/> Off-site non-fire services | <input type="checkbox"/> Shipping papers |
| <input type="checkbox"/> Computer software | <input type="checkbox"/> Emergency Response Guidebook |
| <input type="checkbox"/> Chemist | <input checked="" type="checkbox"/> No reference material used |
| <input checked="" type="checkbox"/> Other Self | |

REGISTERED OWNER SAME AS DRIVER **JM Villas Transport, Inc.**

OWNER'S ADDRESS SAME AS DRIVER

VEHICLE IDENTIFICATION NUMBER **1FUJGLDR8BSAZ3721**

| | | | |
|---------------------------|------------------------|-----------------------------|------------------------------|
| VEHICLE TYPE 25 | CA NUMBER 40 | DOT NUMBER 561735 | DOT NUMBER 1281192 |
|---------------------------|------------------------|-----------------------------|------------------------------|

| | | | | | | |
|---|--------------------------|------------------------------|---|---|--|--|
| CHEMICAL/TRADE NAME Diesel Fuel | UN NUMBER 1202 | DOT HAZARD CLASS 3 | QUANTITY RELEASED (LBS., GAL., ETC.) 75 Gal | EXTENT OF RELEASE Outside vehicle | PHYSICAL STATE STORED Liquid | PHYSICAL STATE RELEASED Liquid |
|---|--------------------------|------------------------------|---|---|--|--|

CONTAINER TYPE **Vehicular fuel tank** CONTAINER CAPACITY (LBS., GAL., ETC.) **100 Gal** CONTAINER MATERIAL **Aluminum/Aluminum alloys** LEVEL OF CONTAINER **Above ground**

| | | | | | | |
|---------------------|-----------|------------------|--------------------------------------|-------------------|-----------------------|-------------------------|
| CHEMICAL/TRADE NAME | UN NUMBER | DOT HAZARD CLASS | QUANTITY RELEASED (LBS., GAL., ETC.) | EXTENT OF RELEASE | PHYSICAL STATE STORED | PHYSICAL STATE RELEASED |
|---------------------|-----------|------------------|--------------------------------------|-------------------|-----------------------|-------------------------|

CONTAINER TYPE CONTAINER CAPACITY (LBS., GAL., ETC.) CONTAINER MATERIAL LEVEL OF CONTAINER

PROPERTY USE **State Highway** SURROUNDING AREA **Open land** PROPERTY MANAGEMENT **State**

RELEASE FACTORS **Collision/Overturn** EQUIPMENT TYPE INVOLVED **Vehicle fuel system** HAZMAT CONFIRMED Yes No

CITATION ISSUED OR COMPLAINT TO BE FILED Yes No Not determined PRIMARY CAUSE OF INCIDENT Violation 22107 C.V.C OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) Yes No

Other Code violation Other cause DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? Yes No WEATHER

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

| | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Sequence of events | <input checked="" type="checkbox"/> Evacuation details | <input checked="" type="checkbox"/> Cleanup actions | <input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours) |
| <input checked="" type="checkbox"/> Road closures | <input checked="" type="checkbox"/> Environmental impact | <input checked="" type="checkbox"/> Actions of other agencies | |

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE **06/14/2021 0848** HOURS BY WHOM (NAME, TITLE AND AGENCY) **Clint Weier, Maintenance Area Superintendent Mountain Region, Caltrans**

| | | | |
|---|---------------------------|--|------------------------|
| PREPARER'S NAME, RANK, AND ID NUMBER B. Gardea, Sergeant, 16631 | DATE 06/17/2021 | REVIEWER'S NAME, RANK, AND ID NUMBER TJ LOWTAGER, CAPT 15205 | DATE 6/17/21 |
|---|---------------------------|--|------------------------|