



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) 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). (3) 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).

REGULAR MEETING October 10, 2023

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

8:30 A.M. 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 3) **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 Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 4) **Pledge of Allegiance**
- 5) **Report on Closed Session as Required by Law**
- 6) **Public Comment**
Comments may be time-limited
- 7) **County Department Reports**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 8) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of October 3, 2023.
- 9) **Continuation of Local Emergency for March 2023 Storms and Spring Runoff**
County Administrator - Emergency Services | Mikaela Torres

Recommended Action: Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.
- 10) **Continuation of Local Emergency for Tropical Storm Hilary**
County Administrator - Emergency Services | Mikaela Torres

Recommended Action: Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary.
- 11) **Letter to the Department of Motor Vehicles Requesting Training Exemption for Volunteer Ambulance Drivers**
Health & Human Services - EMCC | Anna Scott

Recommended Action: Authorize the Chairperson to approve and co-sign a letter with the Chair of the Emergency Medical Care Committee (EMCC) to the California Department of Motor Vehicles requesting a training exemption for individuals to become certified/licensed as volunteer ambulance drivers.

12) **Fiscal Year 2023-2024 Tobacco Control Program Allocation Agreement**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action: Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2023 through June 30, 2024, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

13) **Plans and Specifications for the Walker Creek Bridge Replacement Project**

Public Works | Michael Errante

Recommended Action: Approve the plans and specifications for the Walker Creek Bridge Replacement Project and authorize the Public Works Director to advertise the project.

14) **Minutes Correction for Quincy Engineering Contract Amendment No. 1**

Public Works | Michael Errante

Recommended Action: Authorize correction of the July 27, 2021 Minutes and corresponding Board Order for the Quincy Engineering Contract Amendment No. 1, so that the record reflects the contract end date of June 30, 2024 as intended.

15) **Plans and Specifications for Jail Administration Remodel Project**

Public Works | John Pinckney

Recommended Action: Approve the plans and specifications for the Jail Administration Remodel Project and authorize the Public Works Director to advertise for bids.

REGULAR AGENDA - MORNING

16) **Whitney Portal Road Reconstruction Options and Discussion**

Public Works | John Pinckney

30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action: Provide direction and/or approve acceptance of an offer from the Federal Highway Administration, Central Federal Lands (CFL) Highway Division, to deliver a project to repair the damage on Whitney Portal Road caused by Hurricane Hilary.

10:30
A.M.

17) **Public Hearing for General Plan Amendment 2022-01/LADWP; Zone Reclassification 2022-01/LADWP**

Planning Department | Ryan Standridge
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Receive a presentation from staff on General Plan Amendment (GPA) 2022-01/LADWP and Zone Reclassification (ZR) 2022-01/LADWP;
- B) Conduct a Public Hearing about the 135.25-acre parcel as depicted on the attached map located approximately 1.6 miles southeast of the Keeler community, on the following actions:
 - 1. GPA 2022-01/LADWP changing the General Plan designation from natural resources to general industrial to best match the requested zoning and current and future planned uses on the property; and
 - 2. A proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, approving zone reclassification no. 2022-01 LADWP and amending the zoning map of the County of Inyo by rezoning a parcel located on the west side of highway 136 south of the Keeler community (APN 031-010-01) from Open Space with a 40-acre minimum (OS-40) to General Industrial (GI); and;
- C) Certify that the proposed project is exempt from the requirements of the California Environmental Quality Act pursuant to Cal. Code Regs. tit. 14 § 1506(b)(3).

18) **Personal Services Contract Amendment No. 1 - Darcia Blackdeer-Lent, Health & Human Services, Deputy Director Social and Placement Services**

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Approve Amendment No. 1 to the contract between the County of Inyo and Darcia Blackdeer-Lent for the Provision of Personnel Services as the Deputy Director Social and Placement Services, changing her title from Deputy Director Aging & Social Services to Deputy Director Social and Placement Services, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the job description for the Deputy Director Social and Placement Services; and
- C) Direct staff to update the publicly available pay schedule accordingly.

19) **Personal Services Contract - Morningstar Willis-Wagoner, Health & Human Services, Deputy Director Public Assistance and Aging**

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Approve the contract between the County of Inyo and Morningstar Willis-Wagoner for provision of personal services as the Deputy Director Public Assistance and Aging at Range 88, Step D, \$9,525 per month, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the Deputy Director Public Assistance and Aging job description; and

C) Direct staff to update the publicly available pay schedule accordingly.

20) **Update on the Inyo County Public Safety and Administration Land Mobile Radio System**

County Administrator | Nate Greenberg, Noam Shendar
1 hour (20min. Presentation / 40min. Discussion)

Recommended Action: This is an informational item only, however, the Board may provide direction to staff as appropriate.

LUNCH

21) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

22) **Distribution of One-Time Funding to Volunteer Fire Districts to Bolster Emergency Medical Services**

County Administrator | Nate Greenberg
1 hour (10min. Presentation / 50min. Discussion)

Recommended Action: Find that a public purpose(s) exists to bolster EMS throughout the County, and authorize the one-time allocation of \$25,000 to the following volunteer fire departments: Big Pine Fire Protection District; Independence Fire Protection District; Lone Pine Fire Protection District; Olancho Fire Protection District; Southern Inyo Fire Protection District.

23) **Tropical Storm Hillary After Action Review Presentation**

County Administrator - Emergency Services | Nate Greenberg, Mikaela Torres
45 minutes (15min. Presentation / 30min. Discussion)

Recommended Action: Informational item only.

ADDITIONAL PUBLIC COMMENT & REPORTS

24) **Public Comment**

Comments may be time-limited

25) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

26) **Auditor-Controller:** An actual count of money in the hands of the Treasurer made on October 4, 2023.



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4215

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of October 3, 2023.

BACKGROUND / 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.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft October 10, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 10/3/2023
Final Approval - 10/4/2023

MINUTES



County of Inyo Board of Supervisors

October 3, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 10:01 a.m., on October 3, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Office Technician Hayley Carter.

- Pledge of Allegiance*** Office Technician Hayley Carter led the Pledge of Allegiance.
- Public Comment*** Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was heard from Independence resident Lauralyn Hundley, Joe Luttrell, and Russ Monroe.
- County Department Reports*** Deputy Public Works Director John Pinkney provided a brief status report per the request of the Board, on roads damaged by Tropical Storm Hilary and said staff and contractors are working diligently to make repairs as quickly as possible.
- Water Director Dr. Holly Alpert said the Water Department will be providing a tour for the Water Commission this weekend of the Farmers Pond and Freeman Creek areas.
- Introductions*** The following new employees were introduced to the Board: Office Clerk Jeanne-Marie C. McFarlin and Office Technician Jennifer Sandstrom, HHS; and Correctional Officer Kobe Talamantes, Sheriff's Office. Animal Control Officer Sandra McVeitty was unable to attend but sent a message to the Board which was read aloud by Undersheriff Martinez.
- CAO-Clerk of the Board – Approval of Minutes*** Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of September 26, 2023. Motion carried unanimously.
- CAO – Inyo-Mono Association for the Handicapped License Agreement*** Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the license agreement between the County of Inyo and Inyo-Mono Association for the Handicapped (IMAH) for the real property described as 11 spaces within the parking lot of 207 South Street, Bishop, in an amount not to exceed \$25 per month, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
- HHS-Behavioral Health – Iris Telehealth Contract Amendment No. 2*** Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve Amendment No. 2 to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract amount to a new not-to-exceed amount of \$300,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
- Public Works – Pine Creek Road Emergency Repair Contract Award*** Moved by Supervisor Kingsley and seconded by Supervisor Orrill to award the contract for the emergency repair of Pine Creek Road to Summer Construction, Inc. of Santa Paula, CA in the amount of \$393,744. Motion carried unanimously.
- CAO-Personnel – HHS Director Personal Services Contract*** Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the contract between the County of Inyo and Anna Scott for the provision of personal services as the Health and Human Services Director at Range 160, Step E, \$14,043 per month effective

October 12, 2023, and authorize the Chairperson to sign, and direct staff to update the publicly available pay schedule accordingly. Motion carried 4-0 with Supervisor Orrill out of the room at the time of the vote.

*Public Works –
South Tu Su/See Vee
Parking Restriction
Recommendation/
Reso. No. 2023-32*

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve Resolution No. 2023-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Requesting Parking Restrictions on Certain Areas of Highway 395 North of Bishop," and authorize the Chairperson to sign. Motion carried unanimously.

*CAO –
Regional Broadband
Activities Update*

Regional Broadband Coordinator Scott Armstrong provided the Board with an update on Broadband expansion projects and activities.

*CAO –
Permit-Ready
Accessory Dwelling
Unit Prototypes First
Draft*

Assistant CAO Meaghan McCamman provided a presentation on the Permit-Ready Accessory Dwelling Unit Prototypes program and collected feedback from the Board on the first draft of conceptual ADU designs brought to the County by architect's Geoffrey Plagemann and Yvonne St. Pierre from Design Path Studio.

Also present to answer questions were Planning Director Cathreen Richards and Building Technical Official Tyson Sparrow.

*Public Works –
Sustainable
Transportation
Planning Grant
Acceptance*

Transportation Planner Justine Kokx provided the Board with information on the recently awarded Caltrans Sustainable Transportation Planning Grant which is designed to assist in the development of an electric vehicle charging infrastructure network.

Chairperson Roeser asked if there was anyone wishing to speak, and public comment was given by Linda Chaplin, Knight Porter, and Lauralynn Hundley.

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Amend the Fiscal Year 2023-2024 Local Transportation Planning Trust Budget 504605 as follows: increase estimated revenue in Other Agencies 4599 by \$17,322 and increase appropriation in Professional Services 5265 by \$17,322;
- B) Authorize the Inyo County Local Transportation Commission (ICLTC) to accept the successful Sustainable Transportation Planning grant from the California Department of Transportation (Caltrans), Division of Transportation Planning, in the amount of \$201,500; and
- C) Authorize the ICLTC Executive Director to execute the grant agreements and other documents related to the grant between the ICLTC and Caltrans for the period of September 28, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets.

Motion carried unanimously.

*Public Works –
Onion Valley Guardrail
Project (ZP-21-019)
Award Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to:

- A) Amend the Fiscal Year 2023-2024 State Funded Road Budget (034601) as follows: increase estimated revenue in Operating Transfers In 4998 by \$232,950, increase appropriation in Onion Valley Guardrail Project Object Code 5715 by \$232,950, and increase appropriations in Road Budget 034600 Object Code 5801 Operating Transfers Out by \$232,950 utilizing the Road Fund Balance (*4/5ths vote required*);
- B) Approve the contract between the County of Inyo and Coral Construction of Wilsonville, OR for the HSIP Onion Valley Guardrail Project in an amount not to exceed \$1,024,950, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

Motion carried unanimously.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and public comment was given by Linda Chaplin.

Board Member & Staff Reports

CAO Greenberg said he attended a meeting with Frontier Communications with Supervisor Kingsley and Information Services Director Noam Shendar, a meeting with Caltrans on the Independence Sidewalk Project with Supervisors Roeser and Kingsley and a leadership team meeting with County staff.

Supervisor Roeser shared that the Rural County Representatives of California had recently featured a photo taken by County Counsel John-Carl Vallejo on their social media outlet.

Supervisor Griffiths said he attended meetings with constituents, the Bishop Chamber of Commerce Installation of Officers, Inyo Mono Advocates for Community Action, and the Eastern Sierra Sustainable Recreation Partnership. Griffiths spoke about upcoming events in the Bishop area for the National Night Out, the Choo-Choo swap meet, and Hispanic Heritage Day and said he will be traveling to Riverside County for the California State Association of Counties Executive Board meeting and Retreat.

Supervisor Orrill said she attended an Eastern Sierra Area Agency on Aging meeting and let attendees know about openings on the Board.

Supervisor Marcellin said he attended a Local Transportation Commission meeting and informed attendees about a nationwide test of the Emergency Alert System and Wireless Emergency Alert scheduled to occur tomorrow.

Supervisor Kingsley said he attended meetings with Frontier Communications, with the Los Angeles Water Commission for a Great Basin Air Pollution Control District meeting in Mojave, a Caltrans briefing on the status of Highway 127, and Lone Pine High School Homecoming events.

Adjournment

The Chairperson adjourned the meeting at 12:43 p.m. to 8:30 a.m. Tuesday, October 10, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-3736

Continuation of Local Emergency for March 2023 Storms and Spring Runoff

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Emergency Services

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

During your March 14, 2023 Board of Supervisors meeting, your Board took action to approve resolution 2023-08, ratifying the Director of Emergency Services's March 7, 2023 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the consecutive severe storm systems that swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023, bringing record amounts of snow and rain to Inyo County, and in anticipation of excessive spring runoff.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-08 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
The emergency declaration clears the way for Inyo County applying for disaster aid funding.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to continue this emergency. This is not recommended as we are still dealing with response and recovery to this emergency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration, County Counsel

ATTACHMENTS:

1. Spring Runoff 2023 Proclamation - Ratified
2. Spring Runoff 2023 Proclamation

APPROVALS:

Darcy Ellis	Created/Initiated - 10/2/2023
Mikaela Torres	Approved - 10/4/2023
John Vallejo	Approved - 10/4/2023
Nate Greenberg	Final Approval - 10/4/2023

RESOLUTION NO. 2023-XXX

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING FROM 2023
STORMS AND PROJECTED SPRING RUNOFF CONDITIONS**

WHEREAS, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

WHEREAS, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

WHEREAS, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

WHEREAS, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

WHEREAS, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

WHEREAS, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

WHEREAS, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

WHEREAS, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

WHEREAS, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

WHEREAS, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

WHEREAS, the County of Inyo is not a flood control agency and does not have a flood control district; and,

WHEREAS, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

WHEREAS, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

WHEREAS, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

WHEREAS, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the storms and projected runoff from precipitation events in 2023, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on March 7, 2023, a copy of which is attached to this Resolution as Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

Section 2: The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

Section 3: A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

Section 4: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for assistance to mitigate and recover from the threats and effects of the 2023 storms and runoff to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including additional resources, services, personnel, and equipment.

Section 5: The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of

the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

APPROVED AND ADOPTED on this 14th day of March, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors
County of Inyo

**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

WHEREAS, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

WHEREAS, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

WHEREAS, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

WHEREAS, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

WHEREAS, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

WHEREAS, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

WHEREAS, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

WHEREAS, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

WHEREAS, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

WHEREAS, the County of Inyo is not a flood control agency and does not have a flood control district; and,

WHEREAS, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and

other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

WHEREAS, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

WHEREAS, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

WHEREAS, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of additional storm and projected runoff events in 2023; and,

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

BE IT FURTHER RESOLVED AND REQUESTED that Governor of the State of California proclaim a State Emergency in Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed

to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

APPROVED AND ADOPTED on this 7 day of March, 2023, by the Inyo County Inyo County Director of Emergency Services.



Nate Greenberg, County Administrative Officer
Director of Emergency Services
County of Inyo, State of California



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4214

Continuation of Local Emergency for Tropical Storm Hilary

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Emergency Services

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary.

BACKGROUND / SUMMARY / JUSTIFICATION:

During your August 25, 2023 Board of Supervisors meeting, your Board took action to approve Resolution 2023-24, ratifying the Director of Emergency Services's August 21, 2023 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the formidable storm system, including heavy rain, flooding, lightning, and strong gusty winds, that passed through the area as a result of Tropical Storm Hilary from August 19-22, 2023.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-24 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to continue this emergency. This is not recommended as we are still dealing with response and recovery to this emergency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Hurricane Hilary Disaster Declaration
2. Resolution No. 2023-24 - Ratifying Local Emergency Proclamation

APPROVALS:

Darcy Ellis	Created/Initiated - 10/2/2023
Mikaela Torres	Approved - 10/4/2023
John Vallejo	Approved - 10/4/2023
Nate Greenberg	Final Approval - 10/4/2023

**EMERGENCY SERVICES DIRECTOR OF INYO, STATE OF CALIFORNIA
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, on August 18, 2023, Hurricane Hilary initiated a series of severe weather events, including heavy rain, flooding, lightning, and strong gusty winds, affecting Southern California, particularly Inyo County;

WHEREAS, in response to the developing situation, the National Weather Service issued a sequence of Flood Watches on August 18, 2023, forewarning of the potential for major to historic flooding within Inyo County, spanning the period from August 19, 2023, through August 22, 2023;

WHEREAS, this formidable storm system engendered widespread flooding, necessitating the closure of vital roadways. Notably, a full closure of Highway 395, a critical artery connecting the County with southern California. Furthermore, a full closure of Highway 190 left both inhabitants and visitors within Death Valley National Park stranded. The ramifications extended to essential infrastructure and public transportation systems, compelling the issuance of evacuation advisories and orders;

WHEREAS, the ongoing assessment of the damage incurred by County roads and highways confronts challenges posed by compromised accessibility. Impassable conditions due to washouts and persisting floods have impeded the expeditious evaluation of the extent of destruction;

WHEREAS, Hurricane Hilary's impact, coupled with the consequent debris flow, continues to pose imminent threats to vital infrastructure, both public and private properties, as well as the safety and well-being of the populace residing within the County;

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or

effect.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

APPROVED AND ADOPTED on this 21st day of August, 2023, by the Inyo County Director of Emergency Services.



Nate Greenberg,
County Administrative Officer
Director of Emergency Services
County of Inyo, State of California

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING
FROM HURRICANE HILARY**

WHEREAS, on August 18, 2023, Hurricane Hilary initiated a series of severe weather events, including heavy rain, flooding, lightning, and strong gusty winds, affecting Southern California, particularly Inyo County;

WHEREAS, in response to the developing situation, the National Weather Service issued a sequence of Flood Watches on August 18, 2023, forewarning of the potential for major to historic flooding within Inyo County, spanning the period from August 19, 2023, through August 22, 2023;

WHEREAS, this formidable storm system engendered widespread flooding, necessitating the closure of vital roadways. Notably, a full closure of Highway 395, a critical artery connecting the County with southern California. Furthermore, a full closure of Highway 190 left both inhabitants and visitors within Death Valley National Park stranded. The ramifications extended to essential infrastructure and public transportation systems, compelling the issuance of evacuation advisories and orders;

WHEREAS, the ongoing assessment of the damage incurred by County roads and highways confronts challenges posed by compromised accessibility. Impassable conditions due to washouts and persisting floods have impeded the expeditious evaluation of the extent of destruction;

WHEREAS, Hurricane Hilary's impact, coupled with the consequent debris flow, continues to pose imminent threats to vital infrastructure, both public and private properties, as well as the safety and well-being of the populace residing within the County;

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on August 21, 2023, a copy of which is attached to this Resolution as Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

Section 2: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor’s Office of Emergency Services and the Governor of the State of California, with a request for assistance to recover from the threats and effects of Hurricane Hilary to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County’s economy described but not limited herein, including additional resources, services, personnel, and equipment.

Section 3: The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

APPROVED AND ADOPTED on this 25th day of August, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair, Board of Supervisors
County of Inyo

Attest: Nate Greenberg
Clerk of the Board

By: _____
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4219

Letter to the Department of Motor Vehicles Requesting Training Exemption for Volunteer Ambulance Drivers Health & Human Services - EMCC ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Acting HHS Director

ITEM PRESENTED BY

Anna Scott, Acting HHS Director

RECOMMENDED ACTION:

Authorize the Chairperson to approve and co-sign a letter with the Chair of the Emergency Medical Care Committee (EMCC) to the California Department of Motor Vehicles requesting a training exemption for individuals to become certified/licensed as volunteer ambulance drivers.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department, on behalf of the Emergency Medical Care Committee (EMCC), brought a request before your board on August 17, 2010, as one of several strategies being pursued at that time to address the shortage of volunteer personnel to staff local volunteer ambulance services. The California Vehicle Code requires emergency medical training and educational standards for ambulance drivers, but allows for exemptions to those training requirements for small population counties with volunteer ambulance providers if such exemption is requested by both the Board of Supervisors and at least one other of the following entities: County Health Officer, County Medical Care Committee; or Local Emergency Medical Services Agency coordinator. This allows the exempted individuals to drive ambulance vehicles only, as they are unable to provide patient care. Your Board approved the request and authorized the Chair to sign the letter at that time.

Following a request by a local volunteer ambulance provider for an updated letter, the letter and original agenda item were forwarded to the Office of County Counsel to review and advise. The Department was informed that the current version of the signed letter can continue to be used, but indicated that it would be advisable for your Board to review the item and reaffirm the letter since it had been over 12 years since the original approval.

The Department updated the Exemption Letter and submitted it to the local EMCC for review and authorization for their Chair to co-sign the letter. The EMCC took action on September 21, 2023 and approved the letter which is attached for your review. The Department, on behalf of the EMCC, is requesting your Board approve the letter and authorize the Chairperson to sign. The letter presented today is the template that will be used as necessary by the respective chief of an Inyo County volunteer ambulance provider if and when certain individuals are identified as ambulance drivers.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The letter approved on August 17, 2010 would continue to be used unless otherwise revoked by your Board.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- DMV Exemption Letter for Ambulance Drivers

APPROVALS:

Darcy Ellis	Created/Initiated - 10/4/2023
Anna Scott	Approved - 10/4/2023
John Vallejo	Approved - 10/4/2023
Nate Greenberg	Final Approval - 10/4/2023

Inyo County
EMERGENCY MEDICAL CARE COMMITTEE

Anna Scott, Inyo County Health and Human Services Staff Coordinator
1360 North Main Street, Suite 201, Bishop, California 93514
(760) 873-3305 e-mail: ascott@inyocounty.us

October 3, 2023

DMV Director
P.O. Box 942890
Sacramento, CA 94290-0001

Dear Director:

Pursuant to California Vehicle Code, Section 12527(d)(2), we respectfully request an exemption to Section 12527(d)(1), relative to ambulance driver training requirement, based on the following.

- 1) The individual named in this letter is a volunteer driver for a volunteer ambulance service that provides service to unincorporated area(s) of the County of Inyo, which has a population of approximately 19,000 people, well under the statutory threshold of 125,000 population.
- 2) The following volunteer ambulance providers serve the unincorporated areas of Inyo County:
 - (a) Southern Inyo Fire Protection District, P.O. Box 51, Tecopa, CA 92389
 - (b) Olancho Cartago Fire Department, P.O. Box 64, Olancho, CA 93549
 - (c) Lone Pine Volunteer Fire Department, P.O. Box 1007, Lone Pine, CA 93545
 - (d) Independence Fire Department, P.O. Drawer B, Independence, CA 93526
 - (e) Big Pine Fire Department, P.O. Box 382, Big Pine, CA 93513
 - (f) Bishop Fire Department, 209 W. Line Street, Bishop, CA 93514
- 3) The Inyo County Emergency Medical Care Committee (EMCC) and the Inyo County Board of Supervisors declare that a public health necessity exists, requiring waiver of Vehicle Code Section 12527(d)(1). Although local training is available for volunteer drivers, the subsequent required national testing is not available in this remote rural community, resulting in a decline in the recruitment and retention of volunteer drivers. Public safety is enhanced by volunteer drivers without the training simply as a way of keeping ambulances on the highways and roads. The declining numbers of emergency medical trained personnel are used for direct patient care in ambulances, but not for driving.

We therefore request that the Department of Motor Vehicles (DMV) exempt the following person, named by the Fire Chief of the above respective volunteer ambulance provider, from the training requirements for ambulance drivers as set forth in California Vehicle Code Section 12527.

Individual Volunteer Ambulance Driver – print name

Date of Birth

I certify that I am the Fire Chief of the entity indicated below and need the exemption for the individual named above.

- | | |
|---|---|
| <input type="checkbox"/> Southern Inyo Fire Protection District | <input type="checkbox"/> Olancho Cartago Fire Department |
| <input type="checkbox"/> Lone Pine Volunteer Fire Department | <input type="checkbox"/> Independence Volunteer Fire Department |
| <input type="checkbox"/> Big Pine Volunteer Fire Department | <input type="checkbox"/> Bishop Volunteer Fire Department |

Signature of Fire Chief/Volunteer Ambulance Provider

Date Signed

Thank you for your consideration of this exemption request for the named individual to be certified as a volunteer ambulance driver.

Sincerely,



Pete Schlieker, Chair
Inyo County Emergency Medical Care Committee

Jennifer Roeser, Chair
Inyo County Board of Supervisors

cc: California Department of Motor Vehicles – Bishop Office
Inyo County Health & Human Services –EMS services



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4206

Fiscal Year 2023-2024 Tobacco Control Program Allocation Agreement Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Acting HHS Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2023 through June 30, 2024, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract comes to your Board for ratification as it was received by the Department from the State after the beginning of the fiscal year. This contract includes activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco-promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The details of these required policy changes will be developed and will return to this board for adoption.

FISCAL IMPACT:

Funding Source	California Department of Public Health	Budget Unit	505117 & 505118
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing revenues and expenditures		
Current Fiscal Year Impact			
Budgeted revenues and expenses in Tobacco budget 640322			
Future Fiscal Year Impacts			
N/A			
Additional Information			
N/A			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 23/24 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools and individual school districts, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Mono County Public Health.

ATTACHMENTS:

- 1. Acceptance of Allocation Agreement - FY 23-24
- 2. State of California Documents

APPROVALS:

Stephanie Rubio	Created/Initiated - 9/27/2023
Darcy Ellis	Approved - 9/27/2023
Stephanie Tanksley	Approved - 9/27/2023
Melissa Best-Baker	Approved - 9/29/2023
Anna Scott	Approved - 10/3/2023
John Vallejo	Approved - 10/4/2023
Amy Shepherd	Approved - 10/5/2023
Darcy Ellis	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

September 21, 2023

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP), FORMERLY
KNOWN AS THE CALIFORNIA TOBACCO CONTROL PROGRAM
(CTCP)

SUBJECT: PROGRAM LETTER 23-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2023 – JUNE 30, 2024

Purpose Release the Acceptance of Allocation Agreement for
Fiscal Year 2023-2024

Effective Date Immediately

Inclusions

1. Acceptance of Allocation Agreement for Fiscal Year 2023-2024
Funding Period: July 1, 2023 through June 30, 2024
2. Revised APPENDIX 2, California Tobacco Control Program, Local
Lead Agency Allocation Table for Proposition 99 and
Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25
(Dated 7/20/2023) previously released in the 2022 - 2025 LOCAL
LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN
GUIDELINES

Required Action

1. Please print, sign, and date the Acceptance of Allocation
Agreement for Fiscal Year 2023-2024. The signature, on the
Acceptance of Allocation Agreement, must match the official
Agency Signatory identified in CTPP's Online Tobacco
Information System (OTIS)



CDPH California Tobacco Prevention Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5505 • (916) 449-5505 FAX
Internet Address: www.cdph.ca.gov



2. Return the Acceptance of Allocation Agreement for Fiscal Year 2023-2024, bearing an original signature, to your assigned CTPP Procurement Manager (PM) electronically in a reply to the OTIS Communication Log Message titled "Local Lead Agency (LLA) FY 2023-2024 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."

Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2023-2024 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2023-2024, from your city/county/agency, bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2023-2024 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 7/20/2023) for the FY 2022-2025 plan period.

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTPP's:

Procurement Managers (PMs) who analyze the cost reports and spending patterns.

Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2025.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTPP when the 2022-2025 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2025 and are due 60 days after receiving the plan's closeout letter.

Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.

**Contact Person
For Further
Information**

Your assigned CTPP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2023-2024**

County of Inyo

Agreement Number: CTCP-21-14

Agreement Amount: \$300,000.00

Proposition 56: \$150,000.00

Proposition 99: \$150,000.00

FUNDING PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	\$75,000	\$482,213	\$557,213
Berkeley	CTCP-21-01A	\$75,000	\$75,000	\$150,000
Alpine	CTCP-21-02	\$75,000	\$75,000	\$150,000
Amador	CTCP-21-03	\$75,000	\$75,000	\$150,000
Butte	CTCP-21-04	\$75,000	\$89,639	\$164,639
Calaveras	CTCP-21-05	\$75,000	\$75,000	\$150,000
Colusa	CTCP-21-06	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-21-07	\$75,000	\$211,855	\$286,855
Del Norte	CTCP-21-08	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-21-09	\$75,000	\$75,000	\$150,000
Fresno	CTCP-21-10	\$75,000	\$315,515	\$390,515
Glenn	CTCP-21-11	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-21-12	\$75,000	\$75,000	\$150,000
Imperial	CTCP-21-13	\$75,000	\$75,000	\$150,000
Inyo	CTCP-21-14	\$75,000	\$75,000	\$150,000
Kern	CTCP-21-15	\$75,000	\$200,706	\$275,706
Kings (CHC)	CTCP-21-16	\$75,000	\$75,000	\$150,000
Lake	CTCP-21-17	\$75,000	\$75,000	\$150,000
Lassen	CTCP-21-18	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-21-19	\$75,000	\$4,818,243	\$4,893,243
Pasadena	CTCP-21-19B	\$75,000	\$78,655	\$153,655
Long Beach	CTCP-21-19A	\$75,000	\$249,768	\$324,768
Madera	CTCP-21-20	\$75,000	\$75,000	\$150,000
Marin	CTCP-21-21	\$75,000	\$117,641	\$192,641
Mariposa	CTCP-21-22	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-21-23	\$75,000	\$75,000	\$150,000
Merced	CTCP 21-24	\$75,000	\$85,109	\$160,109
Modoc	CTCP-21-25	\$75,000	\$75,000	\$150,000
Mono	CTCP-21-26	\$75,000	\$75,000	\$150,000
Monterey	CTCP-21-27	\$75,000	\$151,995	\$226,995
Napa	CTCP-21-28	\$75,000	\$75,000	\$150,000
Nevada	CTCP-21-29	\$75,000	\$75,000	\$150,000
Orange	CTCP-21-30	\$75,000	\$603,679	\$678,679
Placer	CTCP-21-31	\$75,000	\$75,000	\$150,000
Plumas	CTCP-21-32	\$75,000	\$75,000	\$150,000
Riverside	CTCP-21-33	\$75,000	\$373,943	\$448,943
Sacramento	CTCP-21-34	\$75,000	\$386,795	\$461,795
San Benito	CTCP-21-35	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	CTCP-21-36	\$75,000	\$514,303	\$589,303
San Diego	CTCP-21-37	\$75,000	\$704,590	\$779,590
San Francisco	CTCP-21-38	\$75,000	\$633,239	\$708,239
San Joaquin	CTCP-21-39	\$75,000	\$204,583	\$279,583
San Luis Obispo	CTCP-21-40	\$75,000	\$95,119	\$170,119
San Mateo	CTCP-21-41	\$75,000	\$171,321	\$246,321
Santa Barbara	CTCP-21-42	\$75,000	\$93,027	\$168,027
Santa Clara	CTCP-21-43	\$75,000	\$616,227	\$691,227
Santa Cruz	CTCP-21-44	\$75,000	\$90,572	\$165,572
Shasta	CTCP-21-45	\$75,000	\$75,000	\$150,000
Sierra	CTCP-21-46	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-21-47	\$75,000	\$75,000	\$150,000
Solano	CTCP-21-48	\$75,000	\$162,891	\$237,891
Sonoma	CTCP-21-49	\$75,000	\$188,509	\$263,509
Stanislaus	CTCP-21-50	\$75,000	\$150,303	\$225,303
Sutter	CTCP-21-51	\$75,000	\$75,000	\$150,000
Tehama	CTCP-21-52	\$75,000	\$75,000	\$150,000
Trinity	CTCP-21-53	\$75,000	\$75,000	\$150,000
Tulare	CTCP-21-54	\$75,000	\$161,758	\$236,758
Tuolumne	CTCP-21-55	\$75,000	\$75,000	\$150,000
Ventura	CTCP-21-56	\$75,000	\$181,778	\$256,778
Yolo	CTCP-21-57	\$75,000	\$75,000	\$150,000
Yuba	CTCP-21-58	\$75,000	\$75,000	\$150,000
		\$4,575,000	\$14,608,976	\$19,183,976

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	\$150,000	\$762,134	\$912,134
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$152,390	\$302,390
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$346,798	\$496,798
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$516,485	\$666,485
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$328,547	\$478,547
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$1,343,320	\$7,866,013	\$9,209,333
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$408,860	\$558,860
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$199,995	\$349,995
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP 21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$248,809	\$398,809
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$192,754	\$988,198	\$1,180,952
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$612,128	\$762,128
Sacramento	CTCP-21-34	\$150,000	\$633,168	\$783,168
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$829,291	\$979,291
San Diego	CTCP-21-37	\$224,974	\$1,153,384	\$1,378,358
San Francisco	CTCP-21-38	\$202,192	\$1,036,586	\$1,238,778
San Joaquin	CTCP-21-39	\$150,000	\$334,893	\$484,893
San Luis Obispo	CTCP-21-40	\$150,000	\$155,705	\$305,705
San Mateo	CTCP-21-41	\$150,000	\$280,446	\$430,446
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$196,760	\$1,008,738	\$1,205,498
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$276,923	\$426,923
Sonoma	CTCP-21-49	\$150,000	\$320,475	\$470,475
Stanislaus	CTCP-21-50	\$150,000	\$246,040	\$396,040
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$264,791	\$414,791
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$297,563	\$447,563
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$10,560,000	\$24,818,360	\$35,378,360

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$584,302	\$248,112	\$832,414	\$982,414
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$11,694	\$161,694	\$311,694
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$279,186	\$94,333	\$373,519	\$523,519
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$415,790	\$140,491	\$556,281	\$706,281
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$264,492	\$89,369	\$353,861	\$503,861
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$6,303,191	\$2,180,463	\$8,483,654	\$8,633,654
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$329,148	\$111,215	\$440,363	\$590,363
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$170,012	\$42,194	\$212,206	\$362,206
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$200,301	\$67,679	\$267,980	\$417,980
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$795,536	\$268,803	\$1,064,339	\$1,214,339
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$492,786	\$166,507	\$659,293	\$809,293
Sacramento	CTCP-21-34	\$150,000	\$509,724	\$172,230	\$681,954	\$831,954
San Benito	CTCP-21-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$686,912	\$198,649	\$885,561	\$1,035,561
San Diego	CTCP-21-37	\$150,000	\$928,518	\$313,735	\$1,242,253	\$1,392,253
San Francisco	CTCP-21-38	\$150,000	\$834,491	\$281,965	\$1,116,456	\$1,266,456
San Joaquin	CTCP-21-39	\$150,000	\$269,602	\$91,095	\$360,697	\$510,697
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$17,702	\$167,702	\$317,702
San Mateo	CTCP-21-41	\$150,000	\$225,770	\$76,285	\$302,055	\$452,055
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$14,015	\$164,015	\$314,015
Santa Clara	CTCP-21-43	\$150,000	\$812,072	\$274,390	\$1,086,462	\$1,236,462
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$9,686	\$159,686	\$309,686
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$235,406	\$58,425	\$293,831	\$443,831
Sonoma	CTCP-21-49	\$150,000	\$272,429	\$67,613	\$340,042	\$490,042
Stanislaus	CTCP-21-50	\$150,000	\$198,071	\$66,926	\$264,997	\$414,997
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$213,167	\$72,027	\$285,194	\$435,194
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$239,550	\$80,941	\$320,491	\$470,491
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$21,110,456	\$5,216,544	\$26,327,000	\$35,477,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 (Estimate)	FY 24/25 Prop 56 (Estimate)	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$432,535	\$582,535
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$221,483	\$371,483
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$329,854	\$479,854
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$209,827	\$359,827
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$4,969,439	\$5,119,439
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$261,119	\$411,119
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$158,902	\$308,902
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$631,113	\$781,113
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$390,936	\$540,936
Sacramento	CTCP-21-34	\$150,000	\$404,373	\$554,373
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$565,401	\$715,401
San Diego	CTCP-21-37	\$150,000	\$736,610	\$886,610
San Francisco	CTCP-21-38	\$150,000	\$662,017	\$812,017
San Joaquin	CTCP-21-39	\$150,000	\$213,880	\$363,880
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$179,107	\$329,107
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$644,231	\$794,231
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$157,134	\$307,134
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$169,109	\$319,109
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$190,039	\$340,039
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$17,958,738	\$27,108,738

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 24/25 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	\$3,034,296
Berkeley	CTCP-21-01A	\$1,050,000
Alpine	CTCP-21-02	\$1,050,000
Amador	CTCP-21-03	\$1,050,000
Butte	CTCP-21-04	\$1,078,723
Calaveras	CTCP-21-05	\$1,050,000
Colusa	CTCP-21-06	\$1,050,000
Contra Costa	CTCP-21-07	\$1,678,655
Del Norte	CTCP-21-08	\$1,050,000
El Dorado	CTCP-21-09	\$1,050,000
Fresno	CTCP-21-10	\$2,243,135
Glenn	CTCP-21-11	\$1,050,000
Humboldt	CTCP-21-12	\$1,050,000
Imperial	CTCP-21-13	\$1,050,000
Inyo	CTCP-21-14	\$1,050,000
Kern	CTCP-21-15	\$1,617,941
Kings (CHC)	CTCP-21-16	\$1,050,000
Lake	CTCP-21-17	\$1,050,000
Lassen	CTCP-21-18	\$1,050,000
Los Angeles	CTCP-21-19	\$27,855,669
Pasadena	CTCP-21-19B	\$1,053,655
Long Beach	CTCP-21-19A	\$1,885,110
Madera	CTCP-21-20	\$1,050,000
Marin	CTCP-21-21	\$1,204,842
Mariposa	CTCP-21-22	\$1,050,000
Mendocino	CTCP-21-23	\$1,050,000
Merced	CTCP-21-24	\$1,060,109
Modoc	CTCP-21-25	\$1,050,000
Mono	CTCP-21-26	\$1,050,000
Monterey	CTCP-21-27	\$1,352,686
Napa	CTCP-21-28	\$1,050,000
Nevada	CTCP-21-29	\$1,050,000
Orange	CTCP-21-30	\$3,855,083
Placer	CTCP-21-31	\$1,050,000
Plumas	CTCP-21-32	\$1,050,000
Riverside	CTCP-21-33	\$2,561,300
Sacramento	CTCP-21-34	\$2,631,290
San Benito	CTCP-21-35	\$1,050,000
San Bernardino (CHC)	CTCP-21-36	\$3,319,556
San Diego	CTCP-21-37	\$4,436,811
San Francisco	CTCP-21-38	\$4,025,490
San Joaquin	CTCP-21-39	\$1,639,053
San Luis Obispo	CTCP-21-40	\$1,093,526
San Mateo	CTCP-21-41	\$1,457,929
Santa Barbara	CTCP-21-42	\$1,082,042
Santa Clara	CTCP-21-43	\$3,927,418
Santa Cruz	CTCP-21-44	\$1,075,258
Shasta	CTCP-21-45	\$1,050,000
Sierra	CTCP-21-46	\$1,050,000
Siskiyou	CTCP-21-47	\$1,050,000
Solano	CTCP-21-48	\$1,458,726
Sonoma	CTCP-21-49	\$1,605,574
Stanislaus	CTCP-21-50	\$1,343,474
Sutter	CTCP-21-51	\$1,050,000
Tehama	CTCP-21-52	\$1,050,000
Trinity	CTCP-21-53	\$1,050,000
Tulare	CTCP-21-54	\$1,405,852
Tuolumne	CTCP-21-55	\$1,050,000
Ventura	CTCP-21-56	\$1,514,871
Yolo	CTCP-21-57	\$1,050,000
Yuba	CTCP-21-58	\$1,050,000
		\$117,148,074



TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

September 21, 2023

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP), FORMERLY
KNOWN AS THE CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 23-02
PROPOSITION (PROP) 99 AND PROP 56
PROSPECTIVE PAYMENT INVOICES (PPIs)
FOR FIRST AND SECOND QUARTERS
FUNDING PERIOD: JULY 1, 2023 THROUGH DECEMBER 31, 2023

Purpose: Release the:

First quarter PPI (07/01/23 to 09/30/23) – Prop 99
First quarter PPI (07/01/23 to 09/30/23) – Prop 56
Second quarter PPI (10/01/23 to 12/31/23) – Prop 99
Second quarter PPI (10/01/23 to 12/31/23) – Prop 56

Effective Date: Immediately

Inclusions: PPI-F23-Q1-P99 for Prospective Payment Period: 07/01/23 to 09/30/23 – Prop 99
PPI-F23-Q1-P56 for Prospective Payment Period: 07/01/23 to 09/30/23 – Prop 56
PPI-F23-Q2-P99 for Prospective Payment Period: 10/01/23 to 12/31/23 – Prop 99
PPI-F23-Q2-P56 for Prospective Payment Period: 10/01/23 to 12/31/23 – Prop 56
Page 3 of 5 of the Revised APPENDIX 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25 (Dated 7/20/2023) released in CTPP Program Letter 23-01.



CDPH California Tobacco Prevention Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5505 • (916) 449-5505 FAX
Internet Address: www.cdph.ca.gov



Required Action: Ensure the PPIs are: (1) signed and dated (by an authorized representative); and (2) submitted electronically via the Online Tobacco Information System (OTIS) Communication Log (Commlog).

Additional Information: The attached LLA Allocation Table for FY 23/24 reflects the Prop 99 and Prop 56 adjustments identified in the FY 23/24 Budget Act, signed on June 27, 2023.

CTPP may delay processing your PPIs for any of the following reasons: (1) allocation agreement has not been signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2022-2025; (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2022-2025, Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- It is expected that LLAs liquidate their allocation using the first-in, first-out rule. This means the oldest funds are to be spent first (i.e., fiscal year [FY] 2021-22, then FY 2022-23, etc.). Prop 99 funds are to be liquidated before Prop 56 funds.

Contact Person For Further Information: Your assigned CTPP PM.

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) – FY 2024/25**

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$584,302	\$248,112	\$832,414	\$982,414
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$11,694	\$161,694	\$311,694
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$279,186	\$94,333	\$373,519	\$523,519
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$415,790	\$140,491	\$556,281	\$706,281
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$264,492	\$89,369	\$353,861	\$503,861
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$6,303,191	\$2,180,463	\$8,483,654	\$8,633,654
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$329,148	\$111,215	\$440,363	\$590,363
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$170,012	\$42,194	\$212,206	\$362,206
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$200,301	\$67,679	\$267,980	\$417,980
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$795,536	\$268,803	\$1,064,339	\$1,214,339
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$492,786	\$166,507	\$659,293	\$809,293
Sacramento	CTCP-21-34	\$150,000	\$509,724	\$172,230	\$681,954	\$831,954
San Benito	CTCP-21-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$686,912	\$198,649	\$885,561	\$1,035,561
San Diego	CTCP-21-37	\$150,000	\$928,518	\$313,735	\$1,242,253	\$1,392,253
San Francisco	CTCP-21-38	\$150,000	\$834,491	\$281,965	\$1,116,456	\$1,266,456
San Joaquin	CTCP-21-39	\$150,000	\$269,602	\$91,095	\$360,697	\$510,697
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$17,702	\$167,702	\$317,702
San Mateo	CTCP-21-41	\$150,000	\$225,770	\$76,285	\$302,055	\$452,055
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$14,015	\$164,015	\$314,015
Santa Clara	CTCP-21-43	\$150,000	\$812,072	\$274,390	\$1,086,462	\$1,236,462
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$9,686	\$159,686	\$309,686
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$235,406	\$58,425	\$293,831	\$443,831
Sonoma	CTCP-21-49	\$150,000	\$272,429	\$67,613	\$340,042	\$490,042
Stanislaus	CTCP-21-50	\$150,000	\$198,071	\$66,926	\$264,997	\$414,997
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$213,167	\$72,027	\$285,194	\$435,194
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$239,550	\$80,941	\$320,491	\$470,491
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$21,110,456	\$5,216,544	\$26,327,000	\$35,477,000

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Box H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 07/01/23 to 09/30/23**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2023-24 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F23-Q1-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 23/24, 0231, 111, 2023, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Box H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 07/01/23 to 09/30/23**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2023-24 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F23-Q1-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 23/24, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Box H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 10/01/23 to 12/31/23**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

_____ Date	_____ Signature of LLA Representative
	_____ Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2023-24 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F23-Q2-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 23/24, 0231, 111, 2023, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

_____ Date	_____ Signature of CTPP Representative
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**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Box H
Independence, CA 93526-0608**

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Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2023-24 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F23-Q2-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 23/24, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4070

Plans and Specifications for the Walker Creek Bridge Replacement Project

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the plans and specifications for the Walker Creek Bridge Replacement Project and authorize the Public Works Director to advertise the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board, at the February 13, 2014 meeting, approved the consultant service contract with Quincy Engineering for the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project (and the Carroll Creek Road Bridge Replacement Project). Quincy Engineering has since completed the environmental and engineering phases of the project and has delivered 100% plans and specifications for the Walker Creek Road Bridge. Caltrans has approved the bid documents and has authorized funding for the construction phase.

Public Works has reviewed and approved the plans and specifications, and is now requesting to advertise the project for bids for construction.

FISCAL IMPACT:

Funding Source	Highway Bridge Program, Federal Highway Administration	Budget Unit	034601
Budgeted?	Yes	Object Code	5736
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
The estimated construction costs are included in this year's budget.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the plans and specifications. This is not recommended as they have been prepared by Consor North America (formerly Quincy Engineering) and approved by the Public Works Director.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans/FHWA

ATTACHMENTS:

1. Walker Creek Bid Package
2. Walker Creek Plans

APPROVALS:

Travis Dean	Created/Initiated - 9/27/2023
Darcy Ellis	Approved - 9/27/2023
Travis Dean	Approved - 9/27/2023
Ashley Helms	Approved - 9/28/2023
Grace Chuchla	Approved - 10/5/2023
Breanne Nelums	Approved - 10/5/2023
Amy Shepherd	Approved - 10/5/2023
John Pinckney	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023



BID PACKAGE AND SPECIAL PROVISIONS

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

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
FEDERAL PROJECT NO. BRLO-5948(076)**

**FOR USE IN CONNECTION WITH THE FEDERALLY FUNDED CONSTRUCTION PROJECT,
REFERNCING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND
STANDARD SPECIFICATIONS, DATED 2022, AND GENERAL PREVAILING WAGE RATES AND
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
IN EFFECT ON THE DATE THE WORK IS PERFORMED**

September, 2023

Prepared by: Consor North America, Inc.

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**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

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BOOK 1

NOTICE INVITING BIDS
FOR

WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
Near Olancho, CA

September, 2023

COUNTY OF INYO
PUBLIC WORKS DEPARTMENT

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
NOTICE INVITING BIDS

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

Walker Creek Road Across Los Angeles Aqueduct Bridge Replacement Project
Federal Project Number BRLO-5948(076)

The project location is briefly described below:

The project is along Walker Creek Road and is located 0.6 miles west of the intersection of Walker Creek Road with Highway 395, 1.6 miles south of Olancho, CA. The site is at approximately 7,200 ft elevation.

Bid Packages, which include the Bid Book (Bid Proposal Forms, and Contract and Bond Forms), the Notice to Bidders and Special Provisions Book, and plans for this project may be obtained only from the County of Inyo, Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, California 93526, Telephone (760) 878-0201. A nonrefundable fee of \$65 will be charged for each bid package (reduced-size plans).

The bid packages are available for inspection at the department office during regular business hours. For full-size plan sheets with the Contract Documents a nonrefundable fee of \$142 is required. Make checks payable to *Inyo County Public Works Department*. Bid packages are also available at no charge at the County of Inyo website at www.inyocounty.us.

Bidders who obtain bid packages over the Internet are responsible for notifying the county that they are plan holders. Bidders who do not notify the county that they are plan holders may not be notified of any addenda that are issued. If the county issues any addenda to the bid package 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 County project number:

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT

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., at or before 3:30 P.M., on November 9, 2023** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modification will be accepted.

General work description: Constructing a single span precast-prestressed voided slab bridge on short seat abutments and spread footings over the concrete lined Los Angeles Aqueduct and includes: placing construction Area Signs, implementing SWPPP, placing erosion control measures, installing temporary Desert Tortoise Fencing around the project limits, clearing and grubbing, removal of Los Angeles Department of Water and Power (LADWP) patrol road fencing, constructing new patrol road embankments at all four bridge corners, constructing road embankments for the realigned Walker Creek Road, paving, installing cattle guard, installing CA Type ST-75 concrete curb and steel bridge rail with 7-foot tall chain link fencing, obliterating the existing alignment of Walker Creek Road, and hydroseeding. Vehicular traffic will use the existing Walker Creek bridge during construction. The existing bridge will remain in place after construction.

Bids must conform to and be responsive to the contract documents, which include the Notice To Bidders, Instructions to Bidders, bid proposal forms, California *Department of Transportation Standards Specifications* dated 2022, California *Department of Transportation Standards Plans* dated 2022 (including all issued revisions and additions), special provisions, project plans, and current edition of the *Manual of Uniform Traffic Control devices*, and any other documents incorporated 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 the 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 Travis Dean of Inyo County Department of Public Works at tdean@inyocounty.us.

All requests for Information (RFI) must be submitted by 5:00 p.m. on **October 31, 2023. Submit RFIs by email to tdean@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.**

A pre-bid meeting is scheduled for **2:00 p.m. on Tuesday, October 24, 2023, at the County of Inyo, Public Works Department, 168 Edwards Street, Independence, California 93526. The pre-bid conference is/is not mandatory.**

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(s) 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 contractor license classification required for this project is Class A or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents.

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

The bidder is required to submit a bid for all the items included in the bid schedule, and prices for all additive and/or deductive bid items. The contract, if it is awarded, will be to the low bidder for total of all scheduled items of work, as subject to Inyo County Ordinance No. 1156.

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.

Federal-aid project no.: **BRLO-5848(076)**

For the federal training program, the number of trainees or apprentices is 1.

Complete work within 120 working days.

The estimated cost of construction is \$2,187,000.

DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49 CFR 26. The Walker Creek Road Across Los Angeles Aqueduct Bridge Replacement Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. The project has a Disadvantaged Business Enterprise (DBE) contract goal of 10 percent.

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

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

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

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

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

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

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

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

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1-1.02, "Definitions and Terms," of the special provisions relating to this project, and Section 1 of the Department of Transportation Standard Specifications, dated 2010.

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

Confidentiality ownership provision: All proposals, bids and materials submitted become property of INYO COUNTY. All proposals/bids received are subject to the "California Public Records Act".

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:

Nate Greenberg
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

By: _____
Michael Errante, P.E.
Director of Public Works

Dated: September, 2023

BOOK 2

**CONTRACT
AND
BID PROPOSAL
FORMS
FOR**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

Near Olancho, CA

Walker Creek Road Across Los Angeles Aqueduct Bridge Replacement Project

**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 any and all Contract Documents specified within section 4 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 or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

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 (collectively "the Contract Documents"):

- _____ The Bid Package, including but not limited to Bid Proposal Forms
- _____ The Bid Bond
- _____ The Faithful Performance Bond

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_____ Project Construction

Contract — No. 147

- _____ The Labor and Materials Payment Bond
- _____ Insurance Specifications
- _____ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- _____ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- _____ The Special Provisions concerning this Project including the Appendices, the Specifications, and the Plans
- _____ Scope of Work Attachment

_____ 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.

All Contract Documents are attached hereto.

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

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Project Construction

Contract — No. 147

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. 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.

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

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

10. COMPLIANCE WITH ALL LAWS.

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

- a. Safety Training:
 - i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and
 - ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and
 - iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
- b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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Project Construction

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

If to Contractor: _____

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

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

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

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or

b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

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

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

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

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall

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Project Construction

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constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

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Project Construction

Contract — No. 147

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

INSURANCE PROVISIONS

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**

_____PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

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

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

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

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

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

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

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

amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____

(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____

(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED

UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

BID PROPOSAL FORM

TO: COUNTY OF INYO

Attn.: Inyo County Clerk of Board of Supervisors

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

(Hereinafter "County")

FROM: _____

(Hereinafter "Bidder")

FOR:

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT

(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE Bids must be received no later than 3:30 P.M. on **Thursday, November 9, 2023** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a mandatory pre-bid job walk on Wednesday, **October 24, 2023** starting at 10 AM at the intersection of us 395 AND Walker Creek Road, north of Olancho, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

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

**WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
BID ITEM LIST**

FEDERAL PROJECT NO. BRLO-5948(076)

Item No.	Final Pay	Item Code	Item	Estimated Quantity	Unit	Unit Price	Total Price
1		66999	CONSTRUCTION STAKING	LS	LS	\$	\$
2		100090	RESIDENT ENGINEERS FIELD OFFICE	LS	LS	\$	\$
3		100100	DEVELOP WATER SUPPLY	LS	LS	\$	\$
4		100101	FIRE PREVENTION PLAN	LS	LS	\$	\$
5		120090	CONSTRUCTION AREA SIGNS	LS	LS	\$	\$
6		120100	TRAFFIC CONTROL SYSTEM	LS	LS	\$	\$
7		120120	TYPE III BARRICADE	4	EA	\$	\$
8		130100	JOB SITE MANAGEMENT	LS	LS	\$	\$
9		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LS	\$	\$
10		130310	RAIN EVENT ACTION PLAN	1	EA	\$	\$
11		130320	STORM WATER SAMPLING AND ANALYSIS DAY	15	EA	\$	\$
12		130330	STORM WATER ANNUAL REPORT	1	EA	\$	\$
13		130670	TEMPORARY REINFORCED SILT FENCE	3690	LF	\$	\$
14		130710	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$	\$
15		130900	TEMPORARY CONCRETE WASHOUT	LS	LS	\$	\$
16		142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	LS	\$	\$
17		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	LS	\$	\$
18		147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	LS	\$	\$
19		170103	CLEARING AND GRUBBING (LS)	LS	LS	\$	\$
20		190101	ROADWAY EXCAVATION	2950	CY	\$	\$
21		192003	STRUCTURE EXCAVATION (BRIDGE)	106	CY	\$	\$
22	F	193003	STRUCTURE BACKFILL (BRIDGE)	58	CY	\$	\$
23	F	198010	IMPORTED BORROW (CY)	3450	CY	\$	\$
24		210350	FIBER ROLLS	3690	LF	\$	\$
25		210430	HYDROSEED	62000	SQFT	\$	\$
26		260203	CLASS 2 AGGREGATE BASE (CY)	1950	CY	\$	\$
27		390132	HOT MIX ASPHALT (TYPE A)	160	TON	\$	\$
28	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	41	CY	\$	\$

29	F	510053	STRUCTURAL CONCRETE, BRIDGE	47	CY	\$	\$
30	F	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	42	CY	\$	\$
31	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	30	CY	\$	\$
32		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	17	LF	\$	\$
33		512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	1914	SQFT	\$	\$
34		512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	9	EA	\$	\$
35		519091	JOINT SEAL (MR 1 1/2")	66	LF	\$	\$
36	F	520102	BAR REINFORCING STEEL (BRIDGE)	11081	LB	\$	\$
37	F	520106	BAR REINFORCING STEEL (EPOXY COATED)	37	LB	\$	\$
38		650026	36" REINFORCED CONCRETE PIPE	56	LF	\$	\$
39		705210	36" CONCRETE FLARED END SECTION	2	EA	\$	\$
40		723070	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	3	CY	\$	\$
41		723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	11	CY	\$	\$
42		727001	BOULDERS	12	EA	\$	\$
43		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	41	SQYD	\$	\$
44		750035	METAL CATTLE GUARD	1	EA	\$	\$
45		782200	OBLITERATE SURFACING	2670	SQYD	\$	\$
46		803020	REMOVE FENCE	330	LF	\$	\$
47		803210	TEMPORARY DESERT TORTOISE FENCE	3800	LF	\$	\$
48		839740	CALIFORNIA ST-75 BRIDGE RAIL(MOD)	116	LF	\$	\$
49		839607	CRASH CUSHION (QUADGUARD M10, TL-2)	4	EA	\$	\$
50		999990	MOBILIZATION	LS	LS	\$	\$
TOTAL BID AMOUNT:							\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

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

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within one hundred twenty (120) working days as required by **Section 8** of the Standard Specifications.

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 SUBCONTRACTORS

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 must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number				
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
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								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years
NAME								< \$1 million
								< \$5 million
City, State								< \$10 million
								< \$15 million
								Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: _____

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
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City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

**PUBLIC CONTRACT CODE
SECTION 10285.1 STATEMENT**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT 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**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT 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**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT 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.)

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT 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</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only:</p> <p style="text-align: right;">year _____ quarter _____</p> <p style="text-align: right;">date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">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</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><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

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:			\$ 0.00
23. Federal-Aid Project Number:			0.00 %
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the [California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). BRLO-5948(076)

Bid Opening Date

The Inyo County Department of Public Works Department established a Disadvantaged Business Enterprise (DBE) goal of 10% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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

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

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT 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): _____

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

PROJECT NO. BRLO-5948(076)

**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 **WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT 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

DESIGNATION OF SUBCONTRACTORS

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

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

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.5)

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT

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

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and Title VI of the Civil Rights Act of 1964.

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

CA Department of Industrial Relations (DIR)

(CA LABOR CODE SECTION 1725.5)

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

Signed Name

Date

Printed Name

CA DIR Registration No.

BOOK 3

SPECIAL PROVISIONS FOR

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**
Olancho, CA

SPECIAL NOTICES

- See sections 2 and 3 for contractors' registration requirements.

**Walker Creek Road
Across Los Angeles Aqueduct
Bridge Replacement Project**

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY & STRUCTURES


REGISTERED CIVIL ENGINEER



Approved:

Michael Errante
Director of Public Works
Inyo County
Professional Engineer, PE No. 48241, Exp. 6/2024

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are [available at the following website: https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications](https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications).

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73C	Delineators, Channelizers and Barricades
------	--

FENCES

A84A	Temporary Desert Tortoise Fence
------	---------------------------------

CONCRETE PIPE - DIRECT DESIGN METHOD

D79	Precast Reinforced Concrete Pipe - Direct Design Method
D79A	Precast Reinforced Concrete Pipe - Direct Design Method

FLARED END SECTIONS

D94B	Concrete Flared End Sections
------	------------------------------

PIPE COUPLING AND JOINT DETAILS

D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
------	---

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

RSP T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
RSP T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)

TEMPORARY WATER POLLUTION CONTROL

T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)

BRIDGE DETAILS

B0-3	Bridge Details
B0-13	Bridge Details

JOINT SEALS

B6-21 Joint Seals (Maximum Movement Rating = 2")

STRUCTURE APPROACH

B9-4 Structure Approach - Type EQ (10)

B9-5 Structure Approach - Slab Details

ROADSIDE SIGNS

RS1 Roadside Signs - Typical Installation Details No. 1

RS2 Roadside Signs - Wood Post - Typical Installation Details No. 2

RS4 Roadside Signs - Typical Installation Details No. 4

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<u>Foundation Report - Walker Creek Road Bridge at Los Angeles Aqueduct</u> <u>U.S. Fish and Wildlife Letter dated May 26, 2017</u> U.S. Fish and Wildlife Incidental Take Permit <u>Los Angeles Department of Water and Power Letter of Non-Objection dated May 5, 2022</u> <u>Los Angeles Aqueduct concrete liner as-built drawings</u>
Included with the project plans	<u>Log of Test Borings</u>
Potential Water Supply	The CG Roxane bottling plant is 4 miles north of this project and may be available as a potential water source. Contact and verify the water source before starting construction. Any fees or permits required are included in the payment for Develop Water Supply. CG Roxane (760) 764-2885

The Information Handout is available at the same location as the bid documents.

^^

5 CONTROL OF WORK

Replace section 5-1.13B with:

5-1.13B Disadvantaged Business Enterprises
5-1.13B(1) General

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive Department prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

- 1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- 2. Date of payment and total amount paid to each DBE 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 day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

5-1.13B(2) Disadvantaged Business Enterprises

5-1.13B(2)(a) General

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice Inviting Bids*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE

2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:

- 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
- 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
- 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
 - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
 - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - 1.2.1. Quote for bid item work and description of work to be performed
 - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
 - 2.2. Solicitations of DBEs for performance of work identified in 2.1
 - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
 - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive

- 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed

- 2.1. Bid item numbers or change order numbers
- 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

5-1.26A General

5-1.26A(1) Summary

Section 5-1.26 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion of the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

You must perform construction staking as necessary to control the work. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to you at the pre-construction conference for use in performing the construction staking.

5-1.26A(2) Definitions

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

5-1.26A(3) Submittals

You must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computations, notes and other records must be furnished to the Engineer before starting work that requires their use.

Upon completion of construction staking and before contract acceptance, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County.

5-1.26A(4) Quality Control and Assurance

Not used.

5-1.26B MATERIALS

Not used.

5-1.26C CONSTRUCTION

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

5-1.26D PAYMENT

The Department pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract.
2. A total of 100 percent of the item total upon submission of final computations, notes and other data.

Add to the end of section 5-1.32:

Do not cast precast concrete members within the right-of-way.

Replace section 5-1.40 with:

5-1.40 Canal Liner Settlement Monitoring

5-1.40 General

5-1.40A Summary

Section 5-1.40 includes specifications for furnishing and installing settlement monitoring instrumentation to monitor ground movements around and above the Los Angeles Aqueduct and all excavations. The work includes but is not limited to: installing surface control points, furnishing monitoring equipment, and recording observations and measurements from the monitoring points on a periodic basis before, during, and after bridge construction and excavation work.

Survey the vertical elevations (Z coordinate) and horizontal locations (X-Y coordinates) of the surface control points in accordance with the requirements herein. Determine horizontal and vertical coordinates of the control points before operations begin to establish a baseline, and during and after operations to monitor any movements related to the bridge construction, crack monitoring and inspections of the canal lining. Survey all monitoring points after construction has been completed to evaluate long-term settlements, as specified herein.

Minimum instrumentation requirements are specified herein. Additionally, install other instrumentation as necessary to control operations, monitor ground conditions and ground response to achieve specified project requirements and to prevent damage to existing structures and facilities.

Document and monitor existing cracks on the existing channel lining before, during and after construction.

5-1.40B Definitions

Surface Control Points: Control points established as a reference for measuring horizontal and vertical movement of the ground surface using optical survey methods.

5-1.40C Submittals

Submit working drawings for the settlement monitoring. Provide sufficient detail to allow the Engineer to judge whether the proposed equipment, materials, and procedures will meet the Contract requirements and identify specific measures included to eliminate the risk of damage to the canal liner. All drawings shall be legible with dimensions accurately shown and clearly marked in English. Drawings and photographs transmitted by a facsimile will not be accepted. Submit the following:

1. Surveying personnel qualifications in accordance with the requirements herein.
2. At least one (1) week before scheduled installation of monitoring points, submit:
 - a. Proposed schedule for installing the surface control points.
 - b. Description of methods and materials for installing and protecting surface control points.
 - c. Drawings with locations of proposed monitoring points shown in plan.
 - d. Photographs and drawings of all existing cracks on the canal lining including underwater cracks (if feasible) with locations and widths on the channel lining twenty-five feet upstream and downstream beyond the proposed bridge.
3. Reports and Records:
 - a. Submit all reports of monitoring data to the Engineer.
 - b. Within 72 hours following installation of the instruments, submit drawings showing the actual as-built installed location, the instrument identification number, and the installation date and time. Include details of installed instruments, accessories, and protective measures including all dimensions and materials used.

- c. Submit surveyed baseline coordinates (X-Y-Z coordinate system) of all monitoring points at least one week prior to commencing excavation to establish baseline readings.
- d. Submit surveyed measurements of monitoring points during and after construction.
- e. Submit existing crack drawings and photographs of the canal lining with width measurements before, during and after construction is completed.

5-1.40D Quality Control and Assurance

All surveying must be performed by a land surveyor licensed in the State of California.

Install all monitoring points and instrumentation as approved by the Engineer.

Reference all surveying for settlement monitoring instrumentation to the same control points and benchmarks established for constructing the project. Tie control points to benchmarks and other monuments outside of the zone of influence of the excavation or construction.

Do not perform installation of instrumentation unless the Engineer is present.

5-1.40E Materials

All instrumentation will remain the property of the Contractor following completion of the Work and must be removed or abandoned according to applicable codes and standards unless otherwise noted.

Establish surface control points by an inscribed marking or approved surveyors, using a nail driven into a predrilled hole flush with the surface. In landscaped areas, establish surface control points by driving a 2-inch by 2-inch timber stake flush with the ground. Drive the stake to a depth necessary to provide a stable control point given the soil conditions. Each control point must have a tag or marking indicating the station and offset from centerline.

5-1.40F Construction

Limit any ground movements (horizontal or vertical) to values that will not cause damage to adjacent facilities. In no case must settlements exceed the applicable values listed in Table 1 below.

Table 1 – Allowable Movement

Site Feature	Allowable Vertical Movement (inches)	Allowable Horizontal Movement (inches)
Canal lining	0.25	0.25

If any ground movement exceeds the values shown in Table 1 or existing crack widths increase or new cracks appear in canal lining, stop all activities and meet with the County and LADWP to determine a plan of action to address impacts to the channel lining. Repair may include replacement of the impacted liner section under LADWP requirements. Repair or replace canal lining at your expense.

Surface Control Points: Obtain initial survey measurements before any excavation. Perform survey measurements daily during abutment excavation, and erection of the precast girders, and at two-week intervals after beginning excavation operations until work is complete or when the engineer deems it no longer necessary. Submit a survey monitoring report showing X-Y-Z coordinates measured and baseline X-Y-Z coordinates to the engineer within 24 hours of performing each surveying measurement.

Obtain initial crack locations and widths in canal lining within 25 feet upstream and 25 feet downstream beyond the proposed bridge limits before any excavation. Perform crack measurements daily during abutment excavation and erection of the precast girders, and at two-week intervals after beginning excavation operations until work is complete or when the engineer deems it no longer necessary. You must submit a crack monitoring report showing location and widths of cracks measured and baseline cracks locations and widths to the engineer within 24 hours of performing each crack monitoring measurement.

Establish a system of up to sixteen surface control points. Install survey control points near each corner of the bridge at the top of the canal lining. The remaining locations will be determined jointly by you and the Engineer in the field before construction.

Surveying of surface control points will consist of determining the elevation of each control point with respect to a benchmark selected by the Engineer to a precision of 0.01 foot.

Protect the surface control points from damage. Replace or repair damaged installations and re-establish positions before continuing excavation unless permitted otherwise in writing by the Engineer.

All surface control points on public property shall remain in place at the completion of the Work. Remove all surface control points on private property during the cleanup and restoration work, or as required by the Engineer.

Properly abandon all monitoring point boreholes, by grouting drilled holes with neat cement grout. Subsurface monitoring points shall be abandoned at the conclusion of the monitoring phase or as required by the Engineer.

5-1.40G Payment

Not Used.

AA

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Delete the 24th paragraph of section 7-1.04.

Replace section 7-1.11B with:

7-1.11B FHWA-1273

FHWA-1273 – Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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.

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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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.

2. Withholding (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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.

4. Apprentices and trainees (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 835) 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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 information of participant is not required to exceed that which is 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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 833, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 833.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of section 10-1.02B:

Vehicle travel is confined to designated routes.

All employees and Contractors must look under vehicles and equipment for the presence of desert tortoise before moving the vehicles or equipment. If a desert tortoise is observed, no vehicles or equipment will be moved until the animal leaves voluntarily.

Replace section 10-1.03 with:

10-1.03 TIME CONSTRAINTS

No construction activity or equipment is allowed in Walker Creek or the Aqueduct.

Replace "Reserved" in section 10-3 with:

10-3 RESIDENT ENGINEERS OFFICE

10-3.01 GENERAL

10-3.01A Summary

Section 10-3 includes specifications for furnishing a resident engineers office and associated services for the exclusive use of the Engineer.

You must provide the office beginning 14 days before project work begins and ending 21 days after final acceptance. Facilities remain your property upon completion of the contract. You must perform all site work to set up and remove the office. Provide weatherproof buildings or trailers in good condition and meet all applicable ordinances, safety codes, and regulations. Facilities and their location are subject to approval.

You are responsible for providing a separate, private, professional working area for the Resident Engineer's Office. The field office must be safe, sanitary and include the appropriate electrical service, potable water supply, toilet accommodations and waste disposal services.

You must pay

1. sanitary and utility bills (electricity, phone and water) promptly
2. the cost for all connection and disconnection fees for electricity, phone, water service, sanitary service, fax and high speed internet
3. rental of all of the office and furnishings
4. all costs associated with days of delay in closing the office including, but not limited to, weather and/or contractor schedule completions delays
5. and maintain insurance for such facility to cover any losses of equipment or material within this space

The field office shall be reasonably secure, and if determined necessary by the Engineer, shall be enclosed by a 6 foot high chain link fence with a gate around the building and parking area.

10-3.01B Definitions

Not Used

10-3.01C Submittals

Not Used

10-3.01D Quality Control and Assurance

Not Used

10-3.02 MATERIALS

You must supply a resident engineers office with the minimum requirements:

1. 400 square feet floor space, with separate room for Resident Engineer's office

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

Flagging is included in the payment for traffic control system.

Replace section 12-3.20 with:

12-3.20 TEMPORARY BARRIER SYSTEMS

12-3.20A General

12-3.20A(1) Summary

Section 12-3.20 includes specifications for placing, maintaining, repairing, and removing temporary barrier systems.

Temporary barrier system consists of:

1. New or undamaged used interconnected barrier segments
2. Segment connection hardware
3. Stakes and anchor bolts

12-3.20A(2) Definitions

clear area width: Minimum width throughout the length of the barrier system that must be maintained clear of obstructions, objects, and work resources during non-working hours. The width is measured perpendicular from the non-traffic side toe.

set back distance: Space measured between the closest toe of temporary barrier and the edge of traveled way for each direction of traffic.

12-3.20A(3) Submittals

Submit as informational submittal for each type of temporary barrier system:

1. Certificate of compliance.
2. Manufacturer's installation instructions except for Type K temporary railing and temporary concrete barrier with cross bolt.
3. Manufacturer's QC test results and daily production log, through the Data Interchange for Materials Engineering (DIME) website. QC test results must include the concrete mix design number, barrier stamped ID, and must be submitted within 3 business days of QC test completion.

Submit test reports for cross bolts that certify compliance with the applicable ASTM requirements. The test reports must be from a laboratory that is accredited to International Standards Organization/International Electrotechnical Commission 17025 by the American Association for Laboratory Accreditation (A2LA) or the ANSI-ASQ National Accreditation Board.

Submit a signed manufacturer's replacement evaluation report within 10 days of damage to a temporary steel barrier system.

12-3.20A(4) Quality Assurance

12-3.20A(4)(a) General

Temporary barrier systems must comply with MASH Test Level 3 except for Type K temporary railing.

Except for Type K temporary railing and temporary concrete barrier with cross bolt, temporary barrier systems must:

1. Be on the Authorized Materials List for highway safety features
2. Comply with the manufacturer's drawings shown on the Department's Division of Safety Programs website and the manufacturer's installation instructions

If a discrepancy exists, governing ranking in descending order is:

1. These specifications
2. Manufacturer's drawings
3. Manufacturer's installation instructions

QC sampling, testing, and inspection personnel must have an ACI Concrete Field-Testing Technician, Grade I certification.

Temporary concrete barrier segments must:

1. Comply with the requirements for tier 3 precast concrete in section 90-4
2. Be fabricated at a plant on the Authorized Facility Audit List

Concrete must be sampled and tested at the minimum frequencies shown in the following table.

Concrete QC Tests

Quality characteristic	Test method	Minimum testing frequency
Compressive strength	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 300 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature at time of mixing	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or every 7 days of batching, whichever is more frequent
Air content	ASTM C231/C231M or ASTM C173/C173M	If concrete is air entrained, once for each set of cylinders, and when conditions warrant

A daily production log of PC activities must be maintained under section 90-4.01C(4).

12-3.20A(4)(b) Quality Control

Replace damaged temporary concrete barrier segments with exposed reinforcing steel or concrete spalls 1-1/2 inches in depth and 4 inches in width or greater.

Replace damaged temporary steel barrier segments with permanent bends, tearing, or buckling as described in the signed manufacturer's replacement evaluation report.

Realign temporary barrier system within 2 days of impact or displacement when displaced more than 3 inches except when the temporary barrier system is displaced into a traveled lane realign immediately.

12-3.20B Materials

12-3.20B(1) General

Temporary barrier segment must:

1. Be a minimum 31-1/2 inches in height
2. Have at least two lifting holes
3. Be designed to be used with temporary traffic screen when required

Temporary barrier segment may have your name or logo on each barrier segment. The name or logo must be no more than 4 inches in height and must be located no more than 12 inches above the bottom of the barrier segment.

12-3.20B(2) Temporary Concrete Barriers

12-3.20B(2)(a) General

Temporary concrete barrier segment must:

1. Be precast concrete with a minimum 4,000-psi compressive strength.
2. Have reinforcement steel that complies with section 52.
3. Have a finished surface that complies with section 51-1.03F(2).
4. Include the manufacturer's name, lot number, and month and year of manufacture stamped on the top of each barrier segment except for Type K temporary railing. The stamped information must be:
 - 4.1. No more than 6 inches in height.
 - 4.2. No more than 12 inches in length.
 - 4.3. From 3/16 to 1/4 inch in depth.
 - 4.4. Centered on the top width of the barrier segment.

Segment connection hardware must be one of the following:

1. Steel bar loops and connecting pins
2. "J" hook steel plates
3. Cross bolts

Steel bar loops must comply with ASTM A36/A36M.

Connecting pins must comply with ASTM A307. A round bar of the same diameter may be substituted for the connecting pins. The round bar must:

1. Comply with ASTM A36/A36M
2. Have a minimum length of 26 inches
3. Have a 3-inch-diameter, 3/8-inch-thick plate welded on the upper end using a 3/16-inch fillet weld

"J" hook steel plates must be a minimum 18 inches in height.

Cross bolt hardware includes:

1. Cross bolts
2. Nuts complying with ASTM A563
3. Hardened washer complying with ASTM F436, Type 1
4. Plate washer complying with ASTM A36/A36M and galvanized post fabrication under section 75-1.02B

Cross bolts must:

1. Be a 7/8-inch bolt or threaded rod and comply with one of the following:
 - 1.1. HS threaded rod ASTM 193, Grade B7
 - 1.2. HS threaded rod ASTM A449, Type 1
 - 1.3. HS nonheaded anchor bolt ASTM F1554, Grade 105, Class 2A
2. Have a permanent grade symbol and manufacturer's identifier

Epoxy adhesive must have a minimum 1650 psi bond strength, except for temporary barrier with "J" Hooks.

12-3.20B(2)(b) Temporary Concrete Barrier with "J" Hooks

The steel stakes must be 1-1/2 inches in diameter and 48 inches long.

Anchor hardware must include:

1. Anchor bolt insert 1-inch diameter, 6-inch long
2. Hex head bolt 1-inch diameter with a minimum length of 11 inches plus thickness of asphalt overlay
3. Plate washer 3/8-inch by 3-inch by 3-inch
4. Retainer ring

12-3.20B(2)(c) Temporary Concrete Barrier with Cross Bolt

Reinforcement steel must comply with ASTM A615/ASTM A706, Grade 60.

Reinforcement steel must be galvanized under section 52-3, when shown.

Combinations of reinforcing steel and welded wire reinforcement are authorized. Welded wire reinforcement must comply with ASTM A1064.

Temporary barrier segments must comply with the tolerances shown in the following table:

Precast Barrier Tolerance

Dimension	Tolerance
Length	±1 in
Insert Placement	±1/2 in
Horizontal Alignment	±1/8 in per 10 feet of length
Deviation of Ends	
Horizontal Skew	±1/4 in
Vertical Batter	±1/8 in per foot of depth

Stakes must:

1. Comply with ASTM A36/A36M-14 or ASTM A529-14 Grade 50
2. Be 1-1/2-inch-diameter-by-48-inch-long
3. Have a plate 1/2-by-3-1/2-by-3-1/2-inch welded 2 inches down from the upper end using a 1/4-inch fillet weld under AWS D1.1 or D1.4

Anchor bolts must:

1. Be a threaded rod, 1-1/8-inch-diameter-by-10-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563
4. Include a plate washer:
 - 4.1. 1/2-by-3-1/2-by-3-1/2-inch with a 1-1/4-inch diameter hole in the center
 - 4.2. Complying with ASTM A36/A36M
 - 4.3. Galvanized post fabrication under section 75-1.02B

12-3.20B(2)(d) Type K Temporary Railing

Anchor bolts must:

1. Be a threaded rod, 1-inch-diameter-by-15-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563
4. Include a plate washer:
 - 4.1. 3/8-by-2-1/2-by-3-inch with a 1-1/8-inch diameter hole in the center
 - 4.2. Complying with ASTM A36/A36M
 - 4.3. Galvanized post fabrication under section 75-1.02B

12-3.20B(2)(e)–12-3.20B(2)(g) Reserved

12-3.20B(3) Temporary Steel Barriers

Temporary steel barriers segment must:

1. Be galvanized steel.
2. Have a joint connection.
3. Include permanent identification information with no more than 6 inches in height and 12 inches in length and centered on the top width of the segment. The identification information must include:
 - 3.1. Manufacturer's name.
 - 3.2. Serial number.
 - 3.3. Lot number.
 - 3.4. Month and year of manufacture.

12-3.20B(4)–12-3.20B(9) Reserved

12-3.20B(10) Temporary Terminal Sections

Reserved

12-3.20C Construction

12-3.20C(1) General

Clean temporary barrier segments at time of installation and at least every 6 months thereafter.

Install the temporary barrier system based on the requirements shown in the following table:

Minimum Clear Area Width

Barrier	Configuration	Height differentials 3 feet or less (ft)	Height differentials greater than 3 ft up to 8 feet (ft)	Edge of deck or height differentials greater than 8 feet (ft)	Fixed objects, falsework members, or temporary supports ^a (ft)
12'-6" temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	3 stakes per segment traffic side	1	1	2	3
	2 anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	4 stakes per segment traffic side	1	1	2	3
	3 anchor bolts per segment traffic side	1	1	2	3
50-foot temporary steel barrier	Staked or anchored at both ends only	6	7	9	10
	Staked or anchored every 250 feet	5	6	8	9
	Staked or anchored every 33 feet	1	1	3	4
10-foot, 20-foot & 30-foot temporary concrete barrier with cross bolts	Freestanding	1	2	5	5
20-foot Type K temporary railing	Freestanding	2	3	8	7
	2 stakes or 2 anchor bolts per segment traffic side	1	1	3	4
	4 stakes or 4 anchor bolts per segment	N/A	N/A	3	3

^aThe minimum clear area width to a falsework or temporary support footing can be 2 feet less than the clear area width shown. Measure clear area width to the footing edge closest to traffic.

Stake temporary barrier systems when placed on an asphalt concrete surface.

Anchor temporary barrier systems when placed on a concrete surface. For bridge decks, confirm the anchor will not penetrate closer than 1-1/2 inches from the bottom of the deck before placement. When temporary barrier is not shown, request the Engineer to verify the bridge deck thickness.

Stake or anchor a minimum 20 feet of temporary concrete barrier at each end of the temporary barrier system. For:

1. Temporary concrete barrier with "J" hooks, place a minimum of 6 stakes or anchors at each end, 3 on each side.
2. Temporary concrete barrier with cross bolts, place a minimum of 6 stakes or anchors at each end, 3 on each side.
3. Type K temporary railing, place 4 stakes or anchors at each end, 2 on each side.

For installations on concrete surfaces, drill holes and bond threaded rods or dowels under section 51-1.03E(5). Do not drill the top of supporting beams or girders, bridge expansion joints, or drains.

Install stakes and anchor bolts so the heads do not project above the top of the temporary barrier pocket profile.

For the approach zone before the protected area, place a minimum:

1. 60 feet temporary barrier on facilities with a posted speed of 45 mph or less
2. 100 feet temporary barrier on facilities with a posted speed greater than 45 mph

Offset the approach end of a temporary barrier system a minimum of 15 feet from the edge of an open traffic lane, use the offset rate shown in the following table:

Posted speed (mph)	Rate ^a
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

^aRate is longitudinally to transversely with respect to the edge of the traveled way

If a 15-foot minimum offset cannot be achieved, offset the temporary barrier the maximum distance available and install an array of temporary crash cushion modules or an authorized temporary crash cushion system at the barrier approach end.

Install a reflector on the top or face of barrier segments placed within 10 feet of a traffic lane. Space reflectors at approximately 20-foot intervals. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel complying with section 82 at:

1. Each end of a temporary barrier system placed adjacent to a two-lane, two-way highway
2. The end facing traffic for a temporary barrier system installed adjacent to a one-way roadbed
3. The end of the skew nearest the traveled way when a temporary barrier system is placed on a skew

Maintain a minimum height of 31-1/2 inches above surface for temporary barrier. For paving activities adjacent to temporary barrier, do not pave within 2 feet of the barrier segments unless authorized. For paving under the temporary barrier, remove and reset the barrier.

Remove temporary barrier systems when no longer required for the work. Remove stakes and anchor bolts so that minimal damage is done to surface.

After removing the temporary barrier systems:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the temporary barrier.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the top of a concrete surface. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.
3. Repair a damaged asphalt surface by providing a clean, smooth edge around the damaged area. Repair any heaving caused by stake removal to provide a uniform surface. Remove loose debris and use compressed air to clean out the stake hole. Comply with manufacturer's requirements except fill the stake hole with grout to existing pavement elevation under section 51-1.

If the Engineer orders a lateral move of a temporary barrier system and repositioning is not shown, the lateral move is change order work except for work area access, clear area width compliance, or because of your means and methods to perform the work.

12-3.20C(2) Temporary Concrete Barriers

12-3.20C(2)(a) General

Before placing temporary concrete barrier on the job site and after each described relocation, paint the exposed surfaces of the segments with white paint complying with specifications for acrylic emulsion paint for exterior masonry.

Place and maintain the abutting ends of segments in alignment without substantial offset from each other.

Install temporary barrier systems with the last segment extending a minimum of 60 feet past the length of the protected area.

12-3.20C(2)(b) Temporary Concrete Barrier with "J" Hooks

Install a minimum 200 feet of temporary concrete barrier with "J" hooks.

Place the temporary barrier system on a concrete or asphalt concrete surface. The asphalt concrete surface must have a minimum 2 inches of asphalt concrete over 6 inches of compacted subbase.

Install two parallel temporary barrier systems, one for each direction of travel, when placed between two-way traffic. Maintain the minimum clear area as shown in the table titled "Minimum Clear Area Width" between the two systems. Maintain a minimum 1-foot set back distance.

12-3.20C(2)(c) Temporary Concrete Barrier with Cross Bolts

Install a minimum 210 feet of temporary concrete barrier with cross bolts.

Place the temporary barrier system on a concrete or asphalt concrete surface.

Do not stake or anchor down temporary barrier system, except for 20 feet at end of the barrier system.

Intermix segments of different lengths within a temporary barrier system when necessary.

For a temporary barrier system placed on a curved layout, maintain the minimum curve radius shown in the following table:

Segment length (ft)	Curve radius (ft)
10	125
20	265
30	400

Maintain a minimum 1-foot set back distance when placed between two-way traffic.

12-3.20C(2)(d) Type K Temporary Railing

Do not install Type K temporary railing on projects advertised after December 31, 2026.

Install a minimum 160 feet of Type K temporary railing.

Excavate and backfill under section 19-3.

Do not compact earth fill placed behind Type K temporary railing in a curved layout.

Place temporary barrier system on a firm, stable surface. Grade the area to provide a uniform bearing surface throughout the entire length of the system.

Anchor or stake down the first and last segment and every other segment with four stakes as shown when placed between two-way traffic. Maintain a minimum 1-foot set back distance.

12-3.20C(2)(e)–12-3.20C(2)(g) Reserved

12-3.20C(3) Temporary Steel Barriers

12-3.20C(3)(a) General

Install temporary barrier system under manufacturer's instructions.

12-3.20C(3)(b) 50-Foot Temporary Steel Barriers

Use 50-foot temporary steel barriers with or without rubber pads.

Install a minimum 250 feet of 50-foot temporary steel barrier. The last segment must extend a minimum 25 feet past the length of the protected area.

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Submit the name, resume, and statement of qualifications for a Contractor-supplied archaeologist within 7 days after Contract approval. The Department sends the archaeologist 's statement of qualifications to Caltrans District 9 Local Assistance for review and approval before hiring. Allow 30 days for review. If the submittal is incomplete, the Department provides comments. Submit a revised statement of qualifications within 7 days of receiving comments.

A professional archaeologist must provide sensitivity training to supervisory staff (County staff, biological monitor, and construction foreman) before site preparation and/or the start of construction, to alert construction workers to the possibility of exposing significant historic and/or prehistoric archaeological resources within the proposed project area.

The training must include a discussion of the types of prehistoric or historic objects that could be exposed and how to recognize them, and procedures and protocols for discovery protection.

An "Alert Sheet" must be posted in staging areas, such as in construction trailers, to alert personnel to the procedures and protocols to follow for the discovery of potentially significant historic and/or prehistoric archaeological resources.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species
Desert Tortoise
Mohave Ground Squirrel
Desert Kit Fox
American Badger
Pallid Bat
Nesting Birds

Add to section 14-6.03A:

Adhere to the "Look Before You Move" Policy:

1. all employees and contractors on the project will look under vehicles and equipment for the presence of desert tortoise before moving the vehicle or equipment.
2. If a desert tortoise is observed, no vehicles or equipment will be moved until the animal leaves voluntarily.
3. If the animal is located under a vehicle or piece of equipment within the fenced project work area, notify the department immediately.
4. All employees and contractors shall adhere to a "Do Not Touch" policy that applies to all workers on the project.

Add to section 14-6.03B:

Prepare a Nesting Bird Plan for approval no later than 30 days prior to the initiation of construction activities. The Nesting Bird Plan will include project-specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the project complies with applicable laws related to nesting birds and birds of prey. The Nesting Bird Plan

shall at a minimum include Monitoring protocols, Survey timing and duration, the creation, maintenance, and submittal to CDFW of a bird-nesting log, and project-specific avoidance and minimization measures.

Avoidance and minimization measures shall include, at a minimum: project phasing and timing, monitoring of project-related noise, sound walls and buffers. If no nesting or breeding behavior is observed, construction may proceed. If an active nest is detected, a determination shall be made by a qualified biologist as to whether construction work shall affect the active nest. If it is determined that construction shall not affect an active nest, work may proceed. If it is determined that construction activities are likely to impair the successful rearing of the young, a 'no-disturbance buffer' in the form of orange mesh Environmentally Sensitive Area (ESA) fencing shall be established around occupied nests to prevent destruction of the nest and to prevent disruption of breeding or rearing behavior.

The extent of the 'no-disturbance buffer' shall be determined by a qualified biologist in consultation with CDFW and shall depend on the level of noise or disturbance, line of sight between the nest and the disturbance area, the type of bird, ambient levels of noise and other disturbances, and other topographic or artificial barriers. 'No-disturbance buffers' shall be maintained until the end of the breeding season or until a qualified wildlife biologist has determined that the nestlings have fledged. If a nest is discovered by workers on the project site during daily inspections, work shall stop and the biologist shall be called to the site.

Add to section 14-6.03D(1):

The CDFW, USFWS and Caltrans approved biological monitor must be present during all project related activities.

Within 30 days before starting job site activities, submit protocols for species protection surveys. Use protocols required in the PLACs.

No fewer than 60 days prior to the start of any pre-construction site mobilization, submit a draft American Badger and Desert Kit Fox Mitigation and Monitoring Plan (plan) for approval. Use protocols required in the PLACs.

If roosting bats are observed underneath the existing bridge between April and August, work activities shall not occur within 50 feet of the existing bridge. Travel over the bridge would still be permissible. Lights are not to be used under or in the vicinity of the existing bridge. Combustion equipment, such as generators, pumps, and vehicles, are not to be parked or engines started under the existing bridge or within 50 feet.

Survey the job site for regulated species and submit a preconstruction survey report within 14 days before starting work. A pre-construction survey for active bird nests shall be conducted in all vegetated areas to be impacted and within 500 feet of the work areas.

A CDFW- and USFWS-authorized desert tortoise biologist shall conduct pre-construction surveys prior to ground disturbance, within 14 days prior to ground disturbance; these surveys will be performed at a level of intensity similar to a clearance survey that is sufficient to locate any desert tortoise, desert tortoise burrows, or other sign of recent occupancy within the project area; surveys will not involve handling desert tortoises, excavating burrows, or other activities that would constitute take; the purpose of the survey is to ensure no desert tortoise have established in the area since the protocol level surveys and before desert tortoise fence installation.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed
3. Delineation of the designated work area

Submit the Preconstruction survey report to the Caltrans lead project biologist 14 days prior to the preconstruction meeting and construction start.

An Environmental preconstruction meeting with Caltrans lead project biologist is required at least 7 days before starting work.

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities.

Submit a weekly monitoring report.

Submit a biological resource incident report within 24 hours of the incident. For Desert Tortoise, immediately report (day of occurrence) all desert tortoise incidents to the resident engineer, construction phase responsible charge, and Caltrans lead project biologist.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Replace section 14-6.03D(3) with:

14-6.03D(3) Biological Resource Information Program

Prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species, including but not limited to the "Do Not Touch" and the "Look Before You Move" Policies
5. Definition and consequences of take of regulated species
6. Response plan for encounters with the regulated species or a species that looks like one. Notification to all workers to report all observations of special-status species and their sign to the biological monitor
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Explanation of avoidance and minimization measures and penalties.
10. Handout materials about the regulated species, its habitats, and species protection measures
11. Explanation that equipment and vehicles must remain within the designated work areas. Show the designated work areas.
12. General safety protocols, such as hazardous substance spill prevention and containment measures, fire prevention and protection measures, and speed limits
13. Explanation of the sensitivity and locations of the biological resources within and adjacent to work areas, and proper identification of these resources
14. Natural history information on the sensitive biological resources including information on physical characteristics, photographs, distribution, behavior, ecology, sensitivity to human activities, legal protection, reporting requirements, and conservation measures required for the project
15. Contact information for the biological monitors
16. Information regarding the effects of predation on the desert tortoise by common ravens and other predators

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Allow 15 days for the Department's review of your outline of the program.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within 2 business days after each session. Submit a separate attendance list weekly for each subsequent training session for new personnel.

Personnel who must complete biological resource training include all laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes. Training may be by on-site biological monitor, recorded video, or video call.

A training acknowledgement form must be signed by each worker indicating they have received the training and will abide by the guidelines. Submit a training log weekly.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Replace section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:

- 1.1. At a temperature of 140 degrees F
- 1.2. With a minimum nozzle pressure of 2,500 psi
- 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Add to section 14-7.01:

The Contractor-supplied paleontologist provides sensitivity training and investigates discoveries if found.

The Contractor-supplied paleontologist shall have demonstrated experience in the collection and salvage of fossil materials. An undergraduate degree in geology or paleontology is preferable, but documented experience performing paleontological monitoring and mitigation is required.

Submit the name, resume, and statement of qualifications for a Contractor-supplied paleontologist within 7 days after Contract approval. The Department sends the paleontologist 's statement of qualifications to Caltrans District/Regional Paleontology Coordinator for review and approval before hiring. Allow 30 days for review. If the submittal is incomplete, the Department provides comments. Submit a revised statement of qualifications within 7 days of receiving comments.

The contractor supplied paleontologist must provide sensitivity training to supervisory staff (County staff, biological monitor, and construction foreman) to alert construction workers to the possibility of exposing significant paleontological resources within the proposed project area. The training must be conducted to recognize fossil materials in the event that any are uncovered during construction.

Add to section 14-7.02

The contractor supplied paleontologist shall inspect the discovery and determine whether further investigation is required. If ordered, furnish resources to assist in the investigation of paleontological resources. This work is change order work.

Replace *at least once a week* in the 2nd sentence of the 3rd paragraph of section 14-10.01 with:

daily

Add to section 14-11.04:

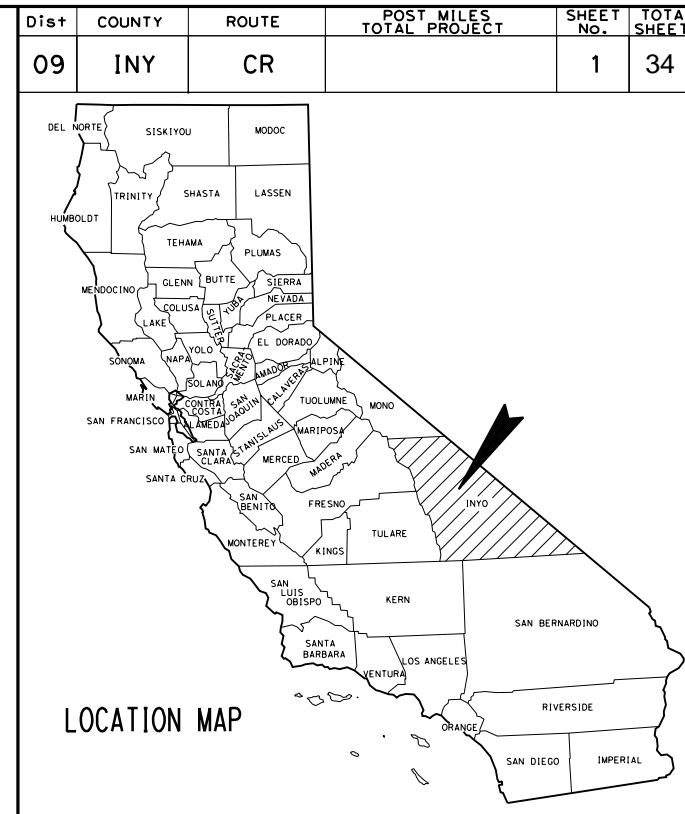
Obtain a Dust Control Permit from the Inyo County Air Pollution Control District.

Construction activities shall comply with District Rule 401 regulations. In addition to reasonable precautions outlined in Rule 401, the following measures shall be incorporated during the installation of the bridge and realigned roadway approaches and the revegetation of the abandoned roadway:

1. Water or dust palliatives shall be applied on dirt roads, material stockpiles, and other surfaces that could give rise to airborne dust and are subject to disturbance.
2. Water or dust palliatives shall be applied to prevent particulate matter from becoming airborne during the transportation or stockpiling of dusty materials.
3. Trucks hauling material shall be covered during transit.
4. Roadways shall be maintained in a clean condition.
5. Vehicles shall be limited to 15 miles per hour (mph) on unpaved roads, to the extent feasible.

INYO COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR CONSTRUCTION ON
WALKER CREEK ROAD
IN INYO COUNTY NEAR GRANT
ON WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT BRIDGE
FEDERAL PROJECT No. BRLO-5948(076)

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA
STANDARD PLANS DATED 2022



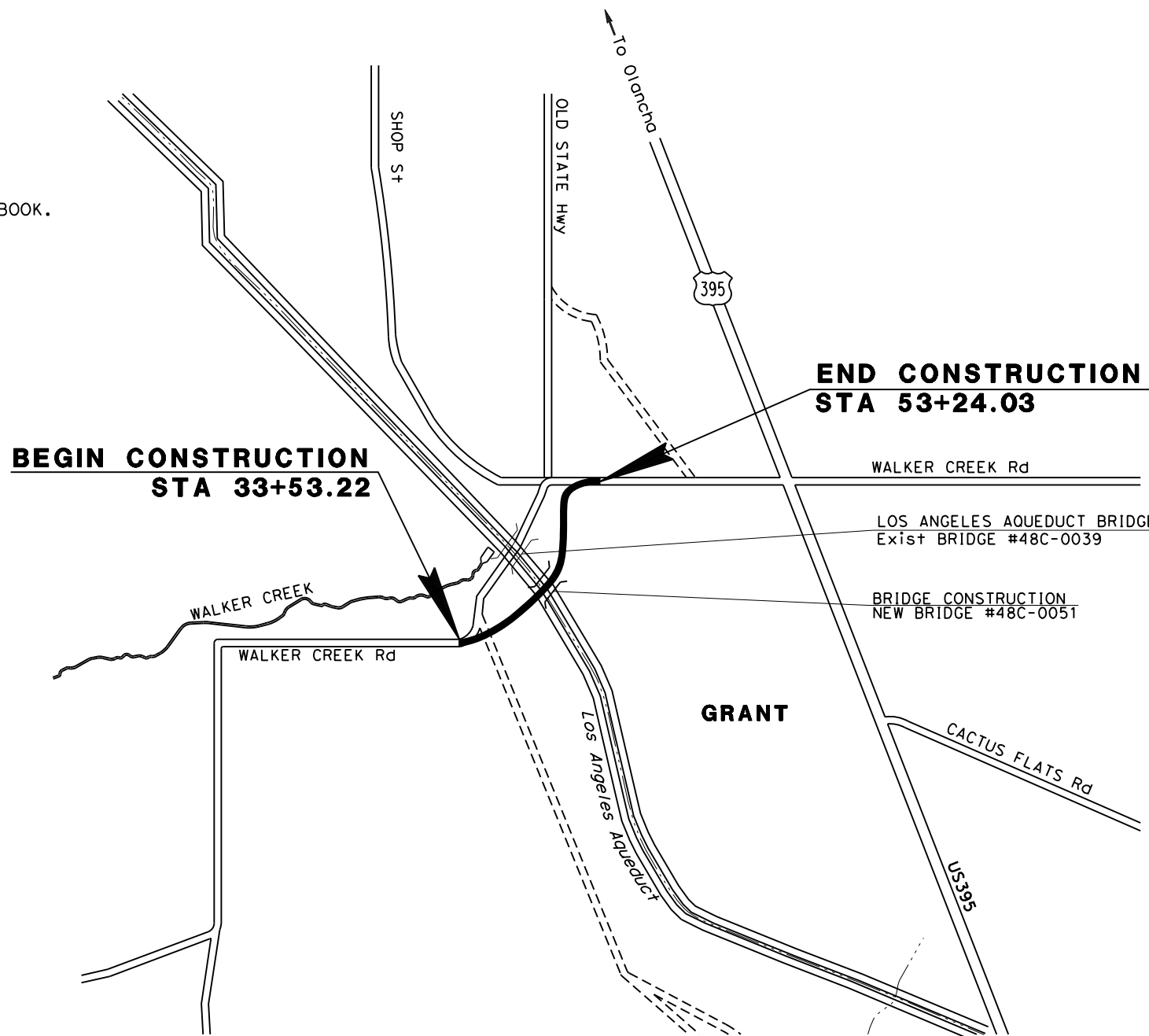
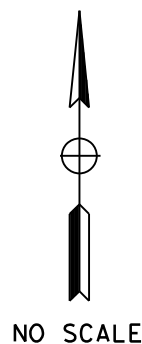
INDEX OF PLANS

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9-10	CONSTRUCTION DETAILS
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THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.



Michael Errante 9/27/2023

DIRECTOR
INYO COUNTY PUBLIC WORKS DEPARTMENT
REGISTERED CIVIL ENGINEER

DATE

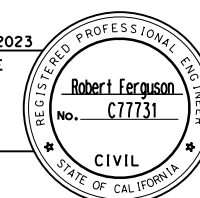


PLANS APPROVAL DATE

Robert Ferguson 4/28/2023

PROJECT MANAGER
REGISTERED CIVIL ENGINEER

DATE

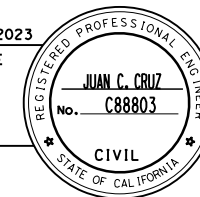


PLANS APPROVAL DATE

Juan Carlos Cruz 4/28/2023

BRIDGE PROJECT ENGINEER
REGISTERED CIVIL ENGINEER

DATE

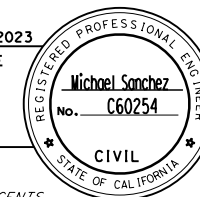


PLANS APPROVAL DATE

Michael A Sanchez 4/28/2023

ROAD PROJECT ENGINEER
REGISTERED CIVIL ENGINEER

DATE



PLANS APPROVAL DATE

CONSOR AND INYO COUNTY OR THEIR OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONSOR
11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670

INYO COUNTY PUBLIC WORKS DEPARTMENT
168 N. EDWARDS, P.O. DRAWER 0
INDEPENDENCE, CA 93526

CONTRACT No.	C00000
PROJECT ID	0000000000

APPROVED AS TO IMPACT ON COUNTY FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

CONSULTANT DESIGN ENGINEER

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NOTES:

1. DIMENSIONS OF THE PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. SUPERELEVATIONS ARE SHOWN ON THE SUPERELEVATION DIAGRAMS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		2	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE

4/28/2023
 PLANS APPROVAL DATE

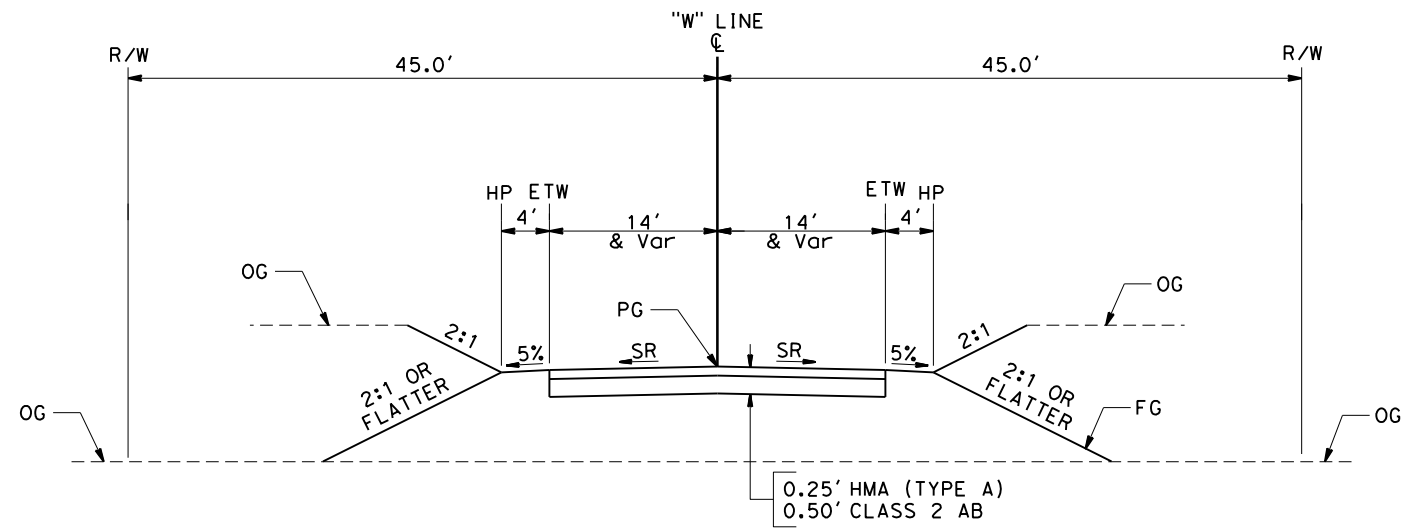
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

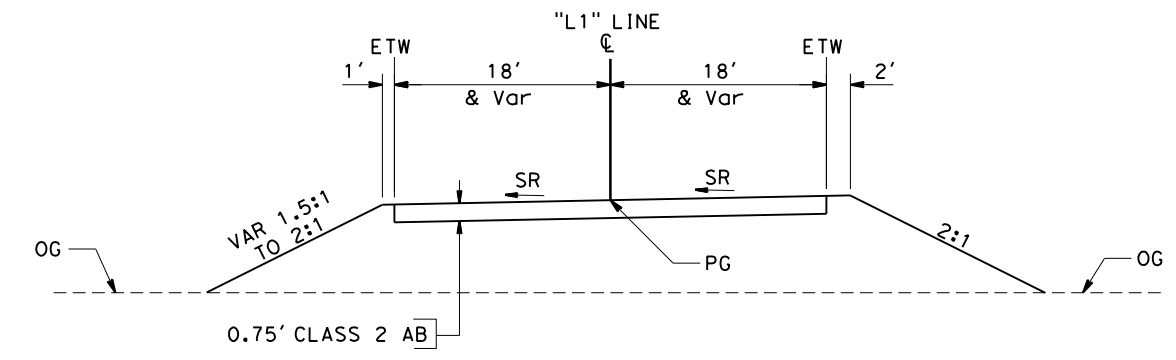
MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

DESIGN DESIGNATION

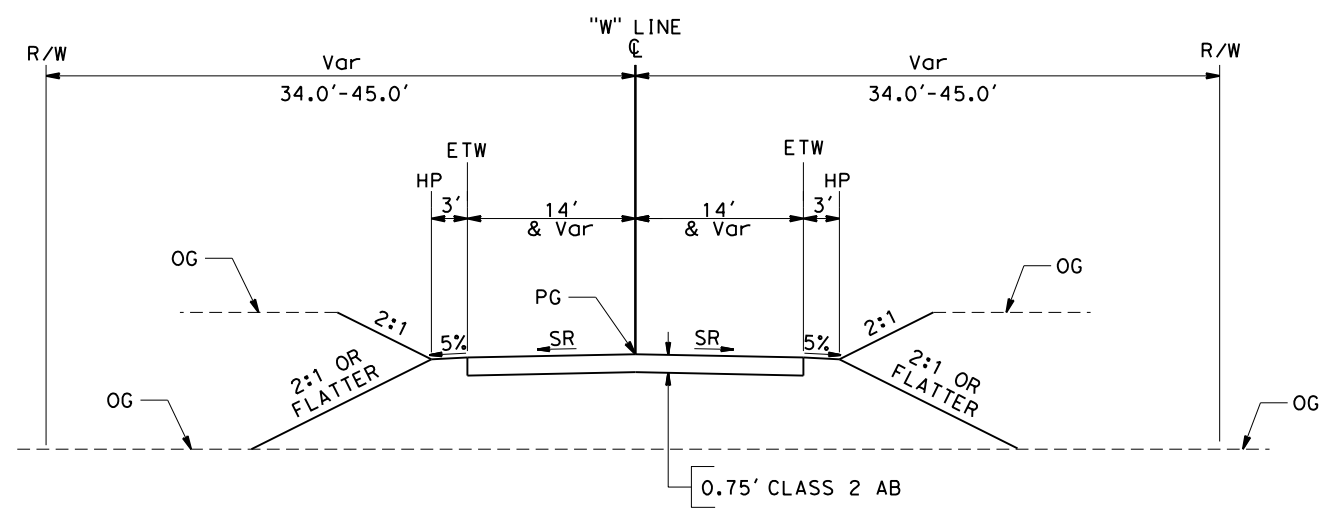
RURAL LOCAL ROAD
 ADT (2019) = 50
 ADT (FUTURE) = <400
 V = 30 MPH



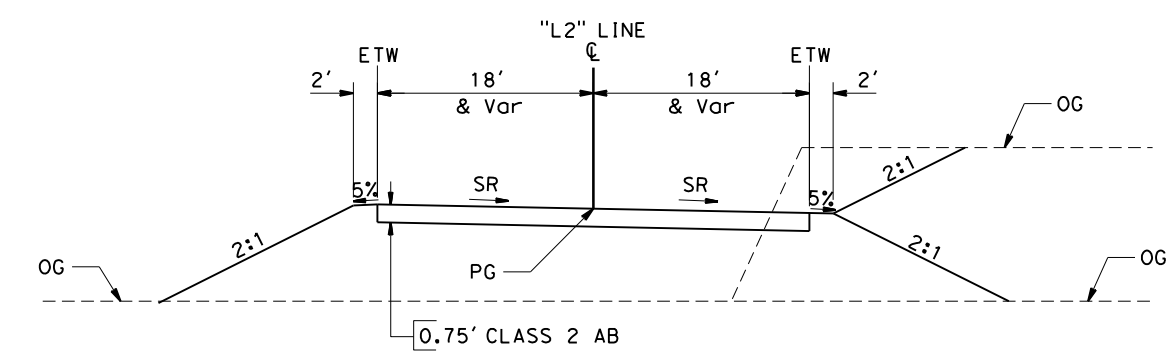
WALKER CREEK ROAD
 Sta "W" 40+82.60 TO Sta "W" 41+92.83 BB
 Sta "W" 42+50.83 EB TO Sta "W" 43+93.89



EAST LADWP PATROL ROAD
 Sta "L1" 1+32.87 TO Sta "L1" 4+58.84



WALKER CREEK ROAD
 Sta "W" 33+53.22 TO Sta "W" 40+82.60
 Sta "W" 43+93.89 TO Sta "W" 53+09.98



WEST LADWP PATROL ROAD
 Sta "L2" 1+13.57 TO Sta "L2" 4+71.69

TYPICAL CROSS SECTIONS

NO SCALE

X-1

REVISED BY DATE REVISIONS
 KEVIN WILLIAMS, P.E. SEJIN OH, P.E.
 CALCULATED-DESIGNED BY CHECKED BY
 CONSULTANT FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 INYO COUNTY - DEPARTMENT OF PUBLIC WORKS

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:32:16 PM

NOTE:
FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

ABBREVIATIONS:
P/L PROPERTY LINE
CP SURVEY CONTROL POINT
R/W RIGHT OF WAY

LEGEND:
-x-x- GATE AND FENCING (TO BE PLACED BY LADWP AFTER CONSTRUCTION)
- ALTERNATIVE CRASH CUSHION (QUADGUARD M-10 SYSTEM)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		3	34

Michael A Sanchez 4/28/23
REGISTERED CIVIL ENGINEER DATE

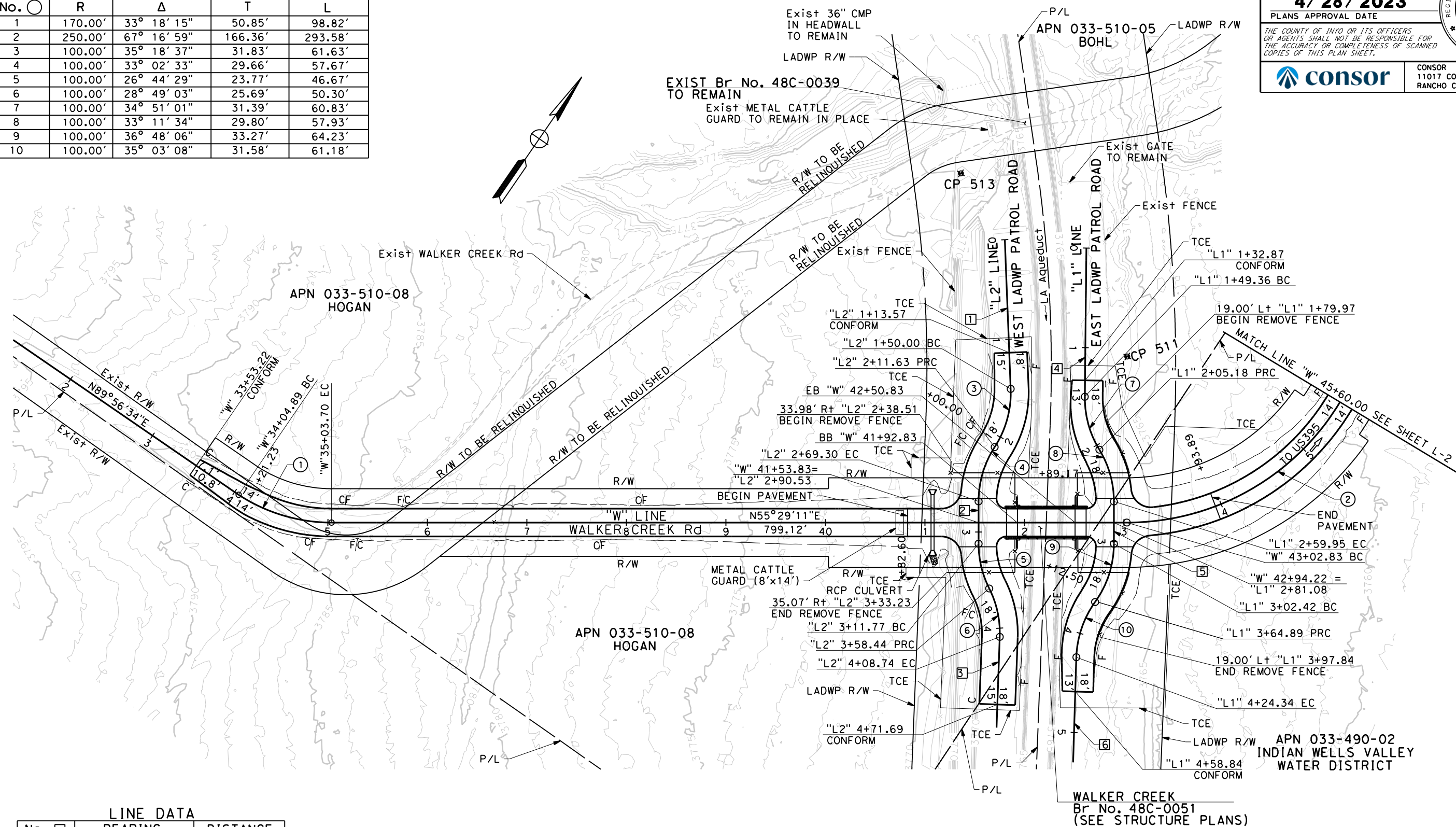
4/28/2023
PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONSOR
11017 COBBLEROCK DRIVE
RANCHO CORDOVA, CA 95670

CURVE DATA

No.	R	Δ	T	L
1	170.00'	33° 18' 15"	50.85'	98.82'
2	250.00'	67° 16' 59"	166.36'	293.58'
3	100.00'	35° 18' 37"	31.83'	61.63'
4	100.00'	33° 02' 33"	29.66'	57.67'
5	100.00'	26° 44' 29"	23.77'	46.67'
6	100.00'	28° 49' 03"	25.69'	50.30'
7	100.00'	34° 51' 01"	31.39'	60.83'
8	100.00'	33° 11' 34"	29.80'	57.93'
9	100.00'	36° 48' 06"	33.27'	64.23'
10	100.00'	35° 03' 08"	31.58'	61.18'



LINE DATA

No.	BEARING	DISTANCE
1	S 36° 46' 52" E	
2	S 34° 30' 49" E	42.47'
3	S 32° 26' 15" E	
4	S 33° 54' 45" E	
5	S 34° 30' 49" E	42.47'
6	S 32° 45' 51" E	

SURVEY CONTROL DATA

No.	NORTHING	EASTING	ELEV	LINE	STATION	OFFSET	DESCRIPTION
511	1978735.98'	6855801.59'	3767.80'	"W"	43+04.03	166.81' Lt	SET REBAR
512	1978906.96'	6855865.99'	3761.17'	"W"	46+74.03	119.51' Lt	SET REBAR
513	1978792.84'	6855559.65'	3773.74'	"W"	41+36.09	350.75' Lt	SET 60D
514	1979019.99'	6855348.30'	3775.48'	"W"	48+90.51	603.16' Lt	SET REBAR *

* DENOTES CONTROL POINTS NOT SHOWN ON LAYOUT.

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
CONSULTANT FUNCTIONAL SUPERVISOR: ROBERT FERGUSON, P.E.
CALCULATED-DESIGNED BY: KEVIN WILLIAMS, P.E.
CHECKED BY: SEJIN OH, P.E.
REVISED BY: DATE REVISED

LAYOUT
SCALE: 1"=50'
L-1

LAST REVISION DATE PLOTTED => 4/28/2023
00-00-00 TIME PLOTTED => 4:32:30 PM

NOTE:
 FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,
 SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

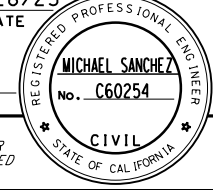
CURVE DATA


No. ○	R	Δ	T	L
12	130.00'	103° 53' 01"	166.04'	235.70'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		4	34

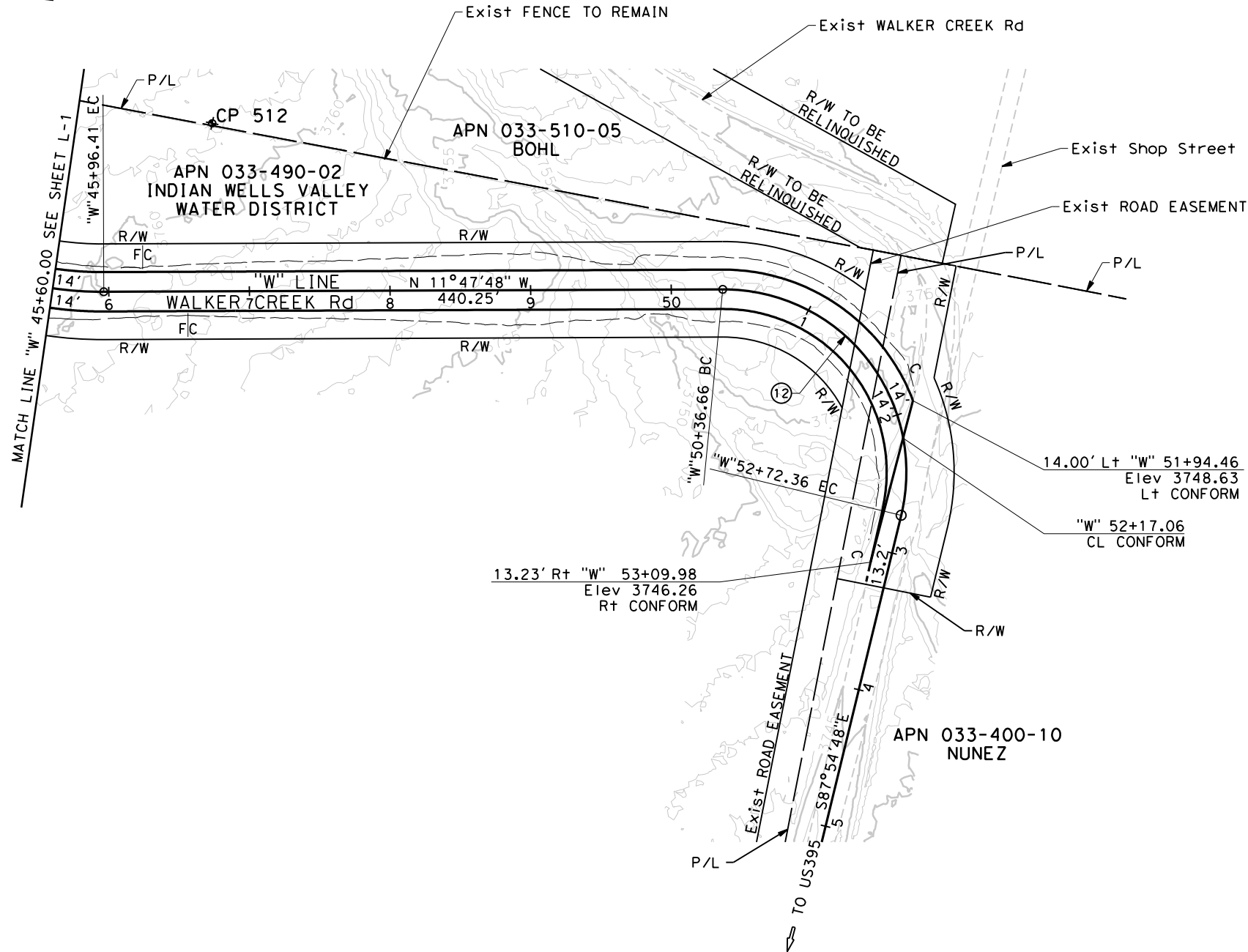
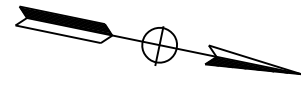
Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.




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 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

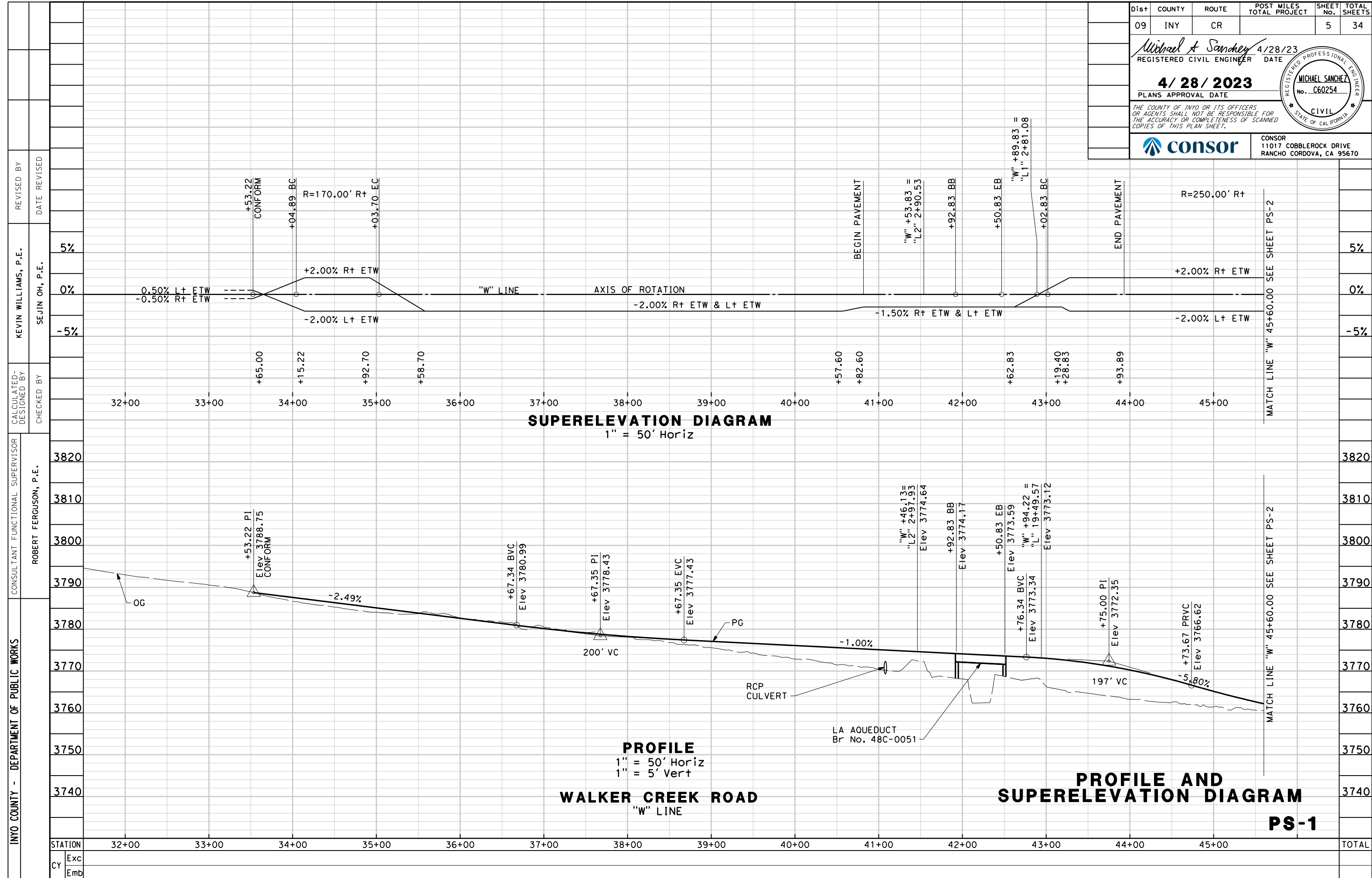
INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY
 KEVIN WILLIAMS, P.E.
 CHECKED BY
 SEJIN OH, P.E.
 REVISED BY
 DATE REVISED



LAYOUT
 SCALE: 1"=50'

L-2

LAST REVISION
 DATE PLOTTED => 4/28/2023
 00-00-00
 TIME PLOTTED => 4:32:54 PM



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		5	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

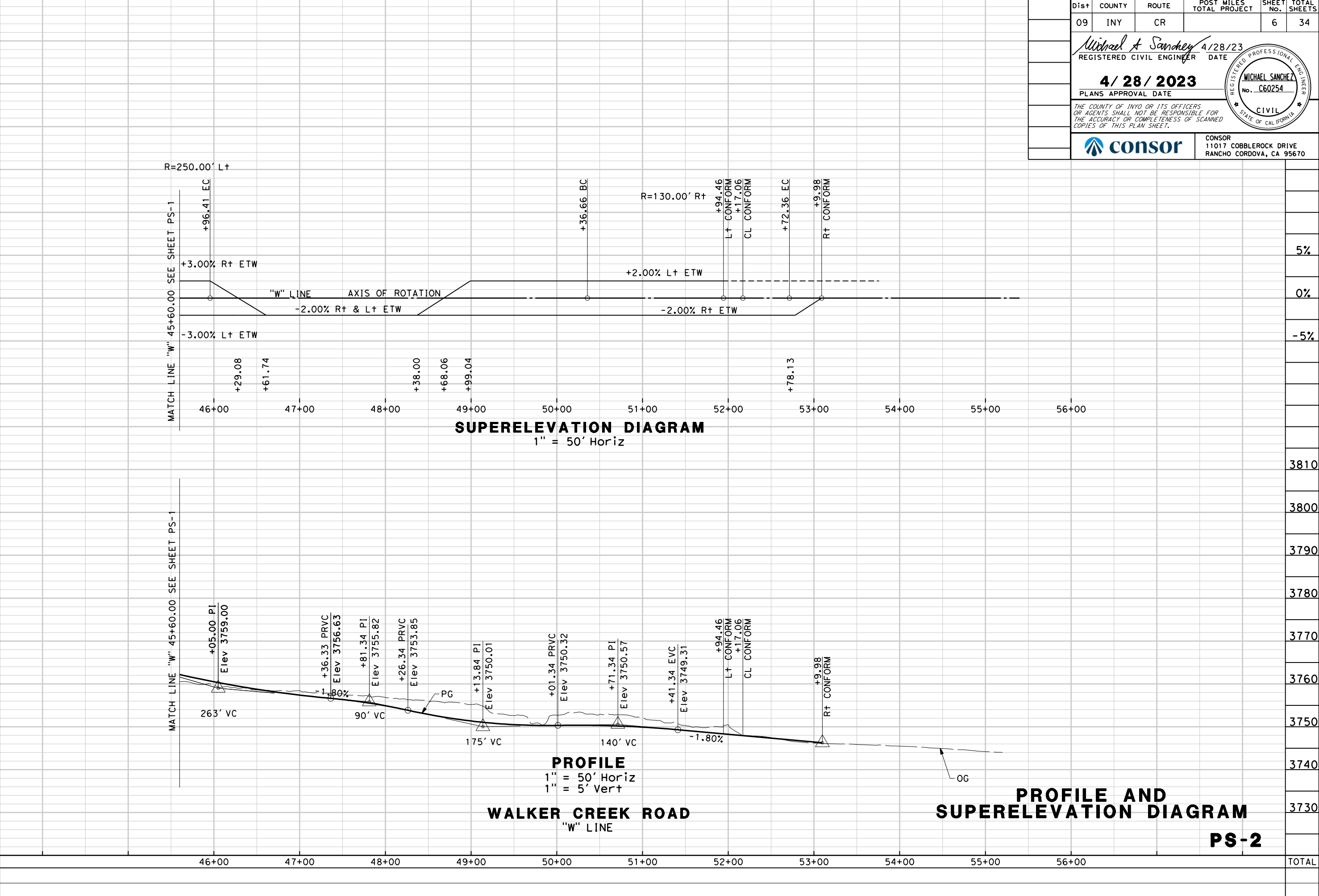
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	ROBERT FERGUSON, P.E.	3820
	CALCULATED-DESIGNED BY	KEVIN WILLIAMS, P.E.	3810
REVISOR	REVISOR	SEJIN OH, P.E.	3800
	REVISOR	DATE	3790
STATION	Exc		3780
	Emb		3770
CY			3760
			3750
			3740
			TOTAL

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:33:04 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	ROBERT FERGUSON, P.E.	3810
	CALCULATED-DESIGNED BY	KEVIN WILLIAMS, P.E.	5%
	CHECKED BY	SEJIN OH, P.E.	0%
	REVISOR		-5%
	DATE		



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		6	34

Michael A Sanchez 4/28/23
REGISTERED CIVIL ENGINEER DATE

4/28/2023
PLANS APPROVAL DATE

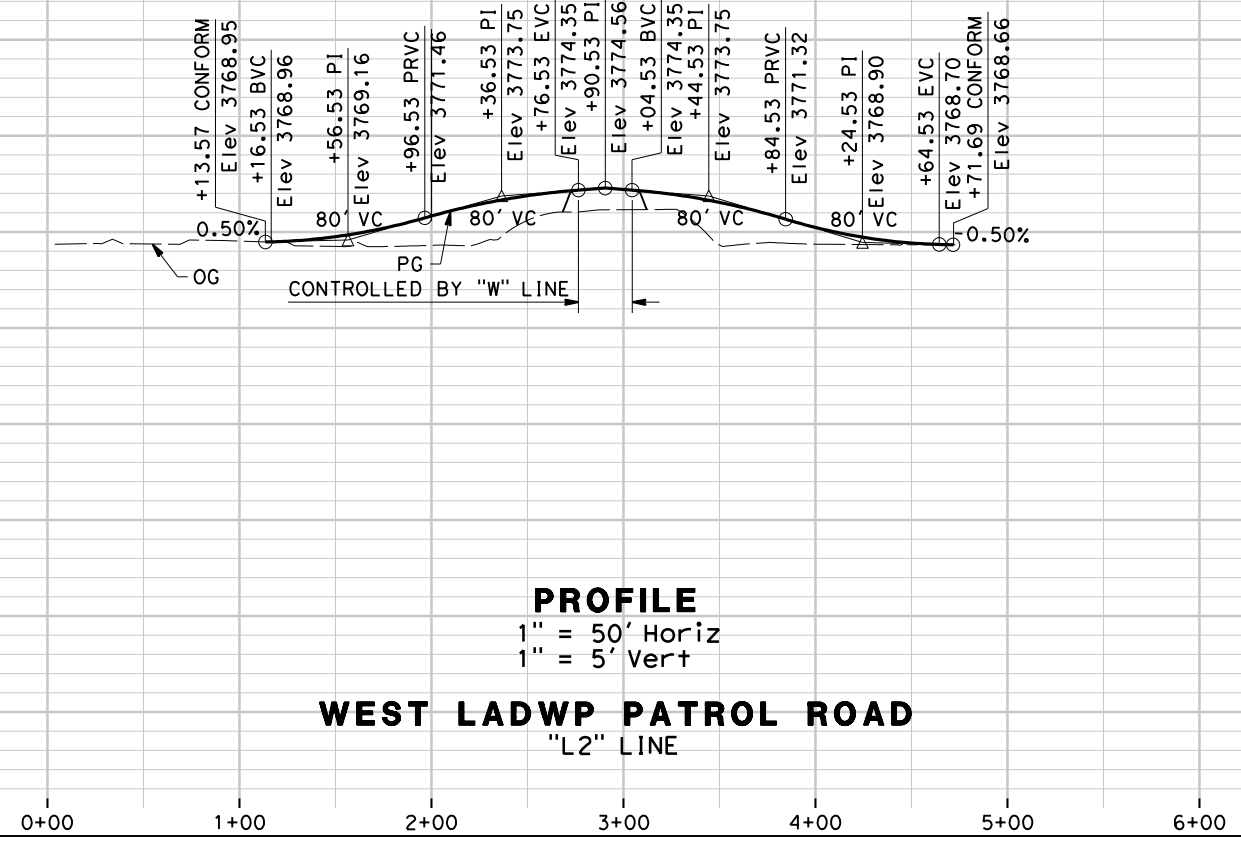
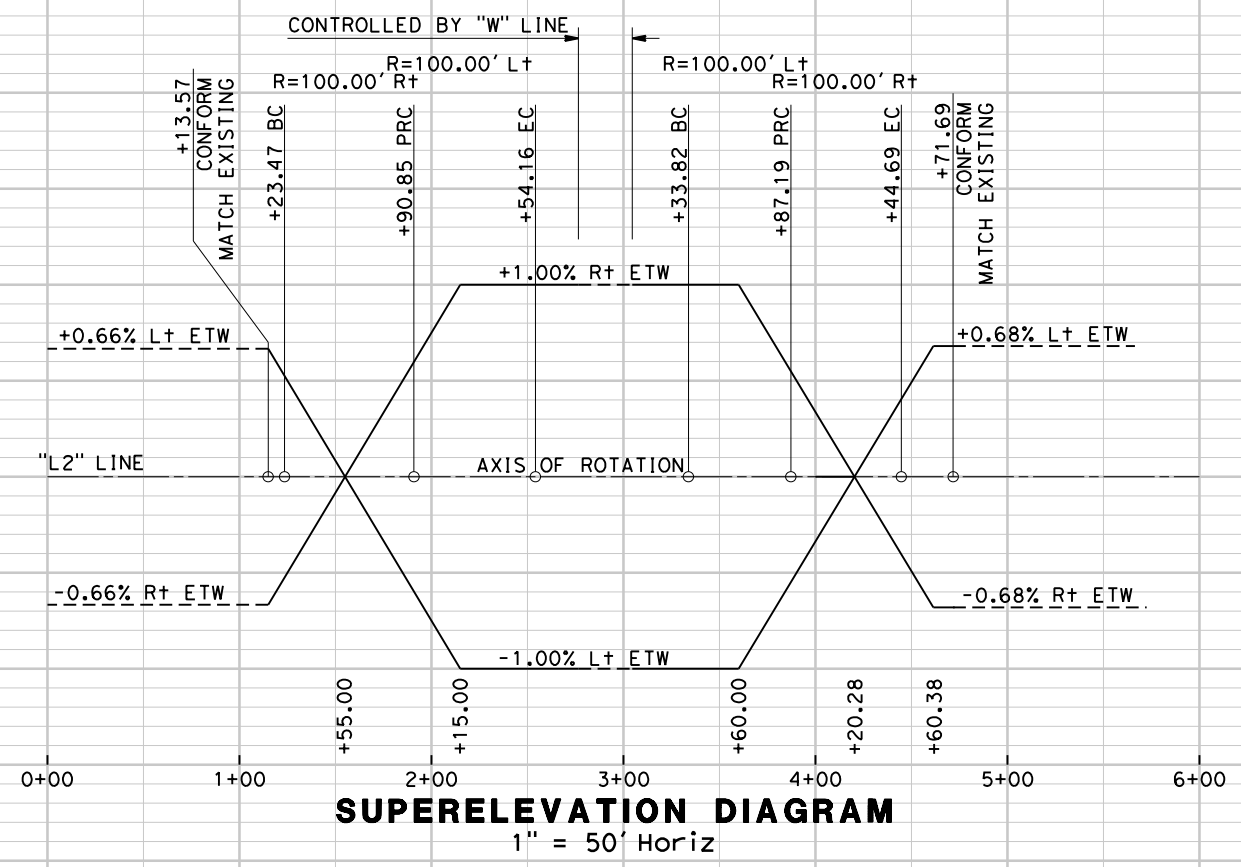
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11017 COBBLEROCK DRIVE
RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SANCHEZ
No. C60254
CIVIL
STATE OF CALIFORNIA

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	ROBERT FERGUSON, P.E.	3780
	CALCULATED-DESIGNED BY	CHECKED BY	
KEVIN WILLIAMS, P.E.	REVISOR	DATE	1.0%
SEJIN OH, P.E.	REVISOR	DATE	0.5%
	REVISOR	DATE	0%
	REVISOR	DATE	-0.5%
	REVISOR	DATE	-1.0%

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		8	34
<i>Michael A Sanchez</i> 4/28/23 REGISTERED CIVIL ENGINEER DATE					
4/28/2023 PLANS APPROVAL DATE					
<small>THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					
			CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		



PROFILE AND SUPERELEVATION DIAGRAM
PS-4

NOTE:

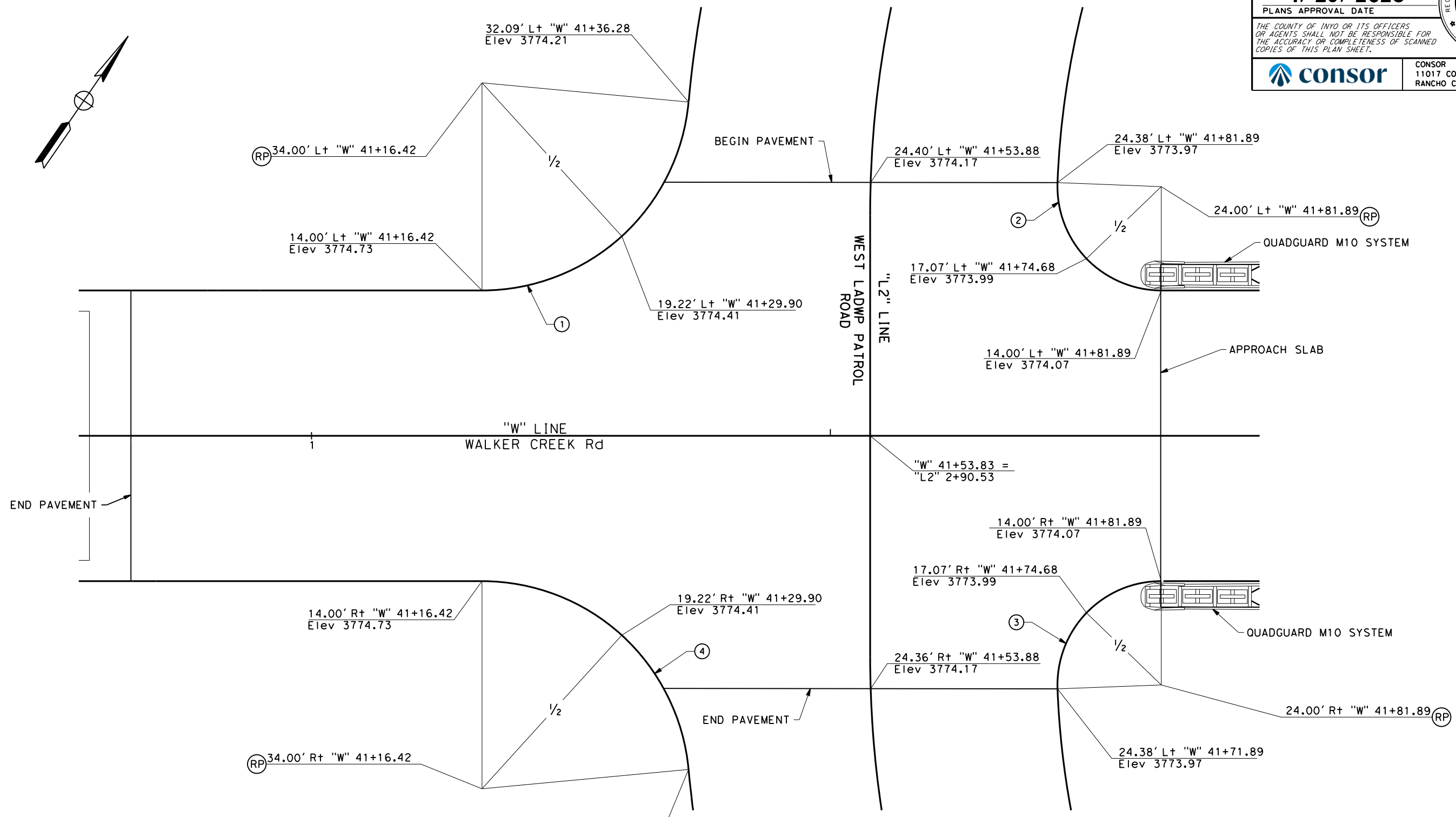
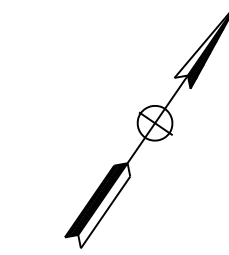
1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE
2. FOR COMPLETE UTILITY INFORMATION, EASEMENTS, AND PROPOSED RIGHT OF WAY, SEE RIGHT OF WAY AND UTILITY PLAN SHEETS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		9	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670



CURVE DATA

No.	R	Δ	T	L
1	20.0'	84° 41' 33"	18.23'	29.56'
2	10.0'	92° 12' 03"	10.39'	16.09'
3	10.0'	92° 12' 03"	10.39'	16.09'
4	20.0'	84° 41' 33"	18.23'	29.56'

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT - FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY
 CHECKED BY
 KEVIN WILLIAMS, P.E.
 SEJIN OH, P.E.
 REVISED BY
 DATE REVISED

CONSTRUCTION DETAILS
 SCALE: 1"=5'
C-1

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:33:25 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		10	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

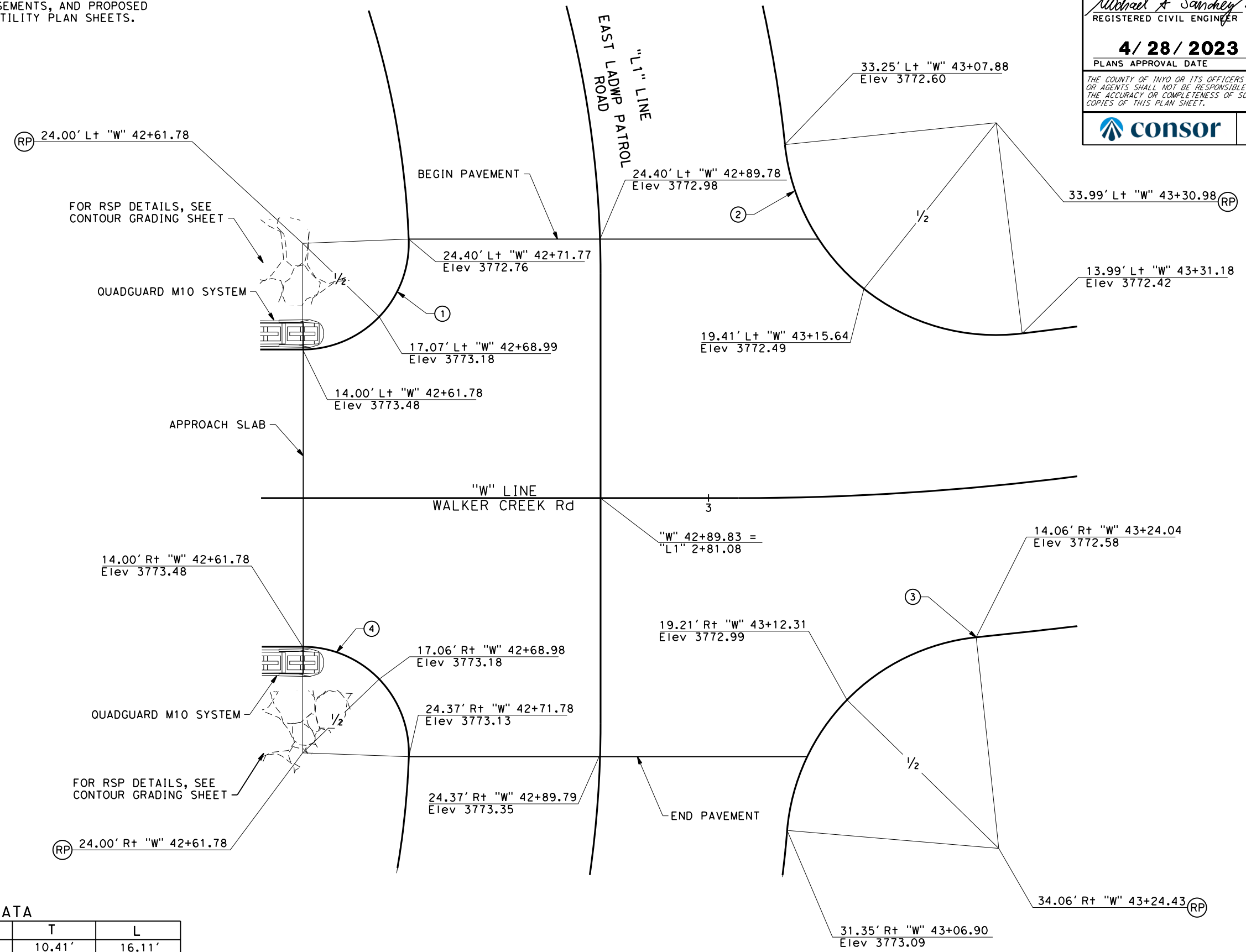
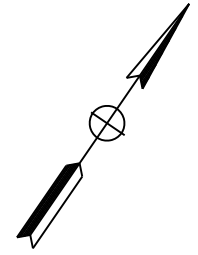
REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

NOTE:

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE
2. FOR COMPLETE UTILITY INFORMATION, EASEMENTS, AND PROPOSED RIGHT OF WAY, SEE RIGHT OF WAY AND UTILITY PLAN SHEETS.



CURVE DATA

No.	R	Δ	T	L
1	10.0'	92° 17' 16"	10.41'	16.11'
2	20.0'	91° 05' 20"	20.38'	31.80'
3	20.0'	79° 02' 01"	16.49'	27.59'
4	10.0'	92° 06' 50"	10.37'	16.08'

CONSTRUCTION DETAILS

SCALE: 1"=5'

C-2

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT FUNCTIONAL SUPERVISOR ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY CHECKED BY
 KEVIN WILLIAMS, P.E. SEJIN OH, P.E.
 REVISED BY DATE REVISED

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:53:30 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		11	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

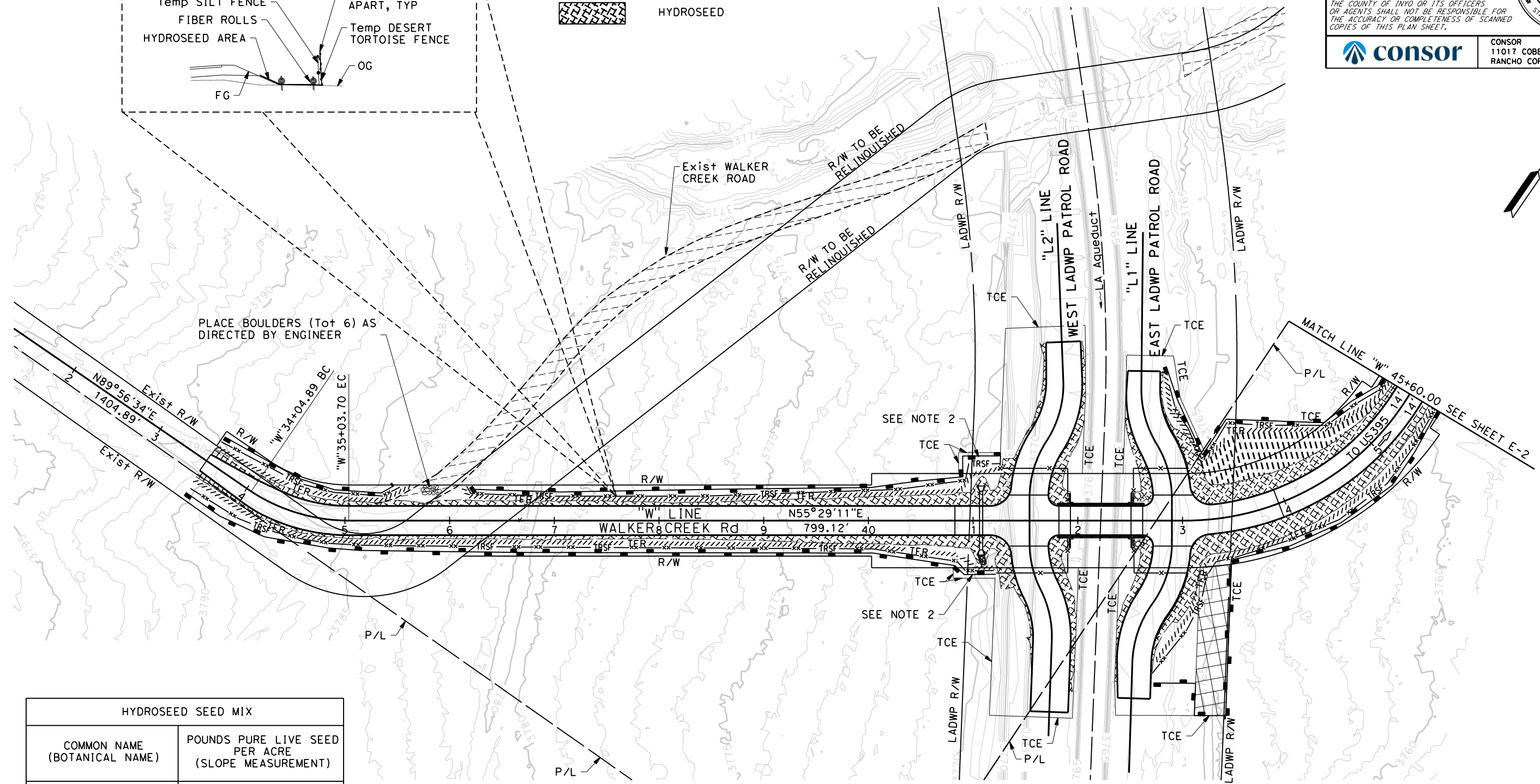
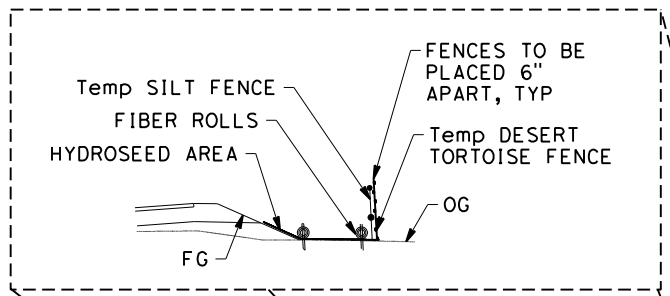
consor
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 11017 COBBLECK DRIVE
 RANCHO CORDOVA, CA 95670

NOTES:

1. THIS PLAN ACCURATE FOR TEMPORARY WATER POLLUTION AND EROSION CONTROL WORK ONLY.
2. MOVE SILT FENCE ABOVE PIPE INLET/OUTLET AFTER PIPE IS PLACED

LEGEND:

- ////// TFR // FIBER ROLL
- x-x-x-x- TRSF -x-x- TEMPORARY REINFORCED SILT FENCE (TYPE 1)
- TEMPORARY DESERT TORTOISE FENCE
- [Hatched Box] OBLITERATE SURFACE AND HYDROSEED
- [Cross-hatched Box] HYDROSEED
- [Grid Box] CONTRACTOR STAGING AREA
- [Hatched Box] CONTRACTOR STAGING AREA AND HYDROSEED



HYDROSEED SEED MIX	
COMMON NAME (BOTANICAL NAME)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
DESERT NEEDLEGRASS (STIPA SPECIOSA)	5
BURRO BUSH (AMBROSIA DUMOSA)	15
PURPLE THREE-AWN (ARISTIDA PURPUREA)	2
FOURWING SALTBUSH (ATRIPLEX CANESCENS)	15
BRITTLEBRUSH (ENCELIA FARINOSA)	3
CREOSOTE BUSH (LARREA TRIDENTATA)	3

EROSION CONTROL (HYDROSEED)				
ITEM	SEQUENCE	MATERIAL		NOTES
		DESCRIPTION	TYPE	
HYDROSEED	STEP 1	SEED	SEED MIX	43 LB/ACRE
	STEP 2	FIBER	WOOD	1200 LB/ACRE
	STEP 3	TACKIFIER	PSYLLIUM	150 LB/ACRE

EROSION CONTROL PLAN
 SCALE: 1"=50'
E-1

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT - FUNCTIONAL SUPERVISOR: ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY: KEVIN WILLIAMS, P.E.
 CHECKED BY: SEJIN OH, P.E.
 REVISED BY: DATE REVISOR

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:33:58 PM

NOTE:
1. THIS PLAN IS ACCURATE FOR CONTOUR GRADING WORK ONLY.

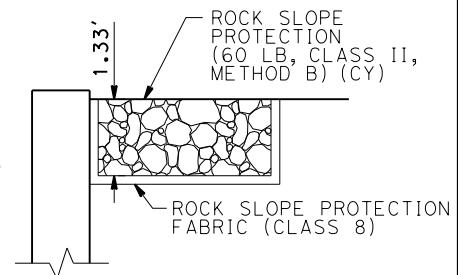
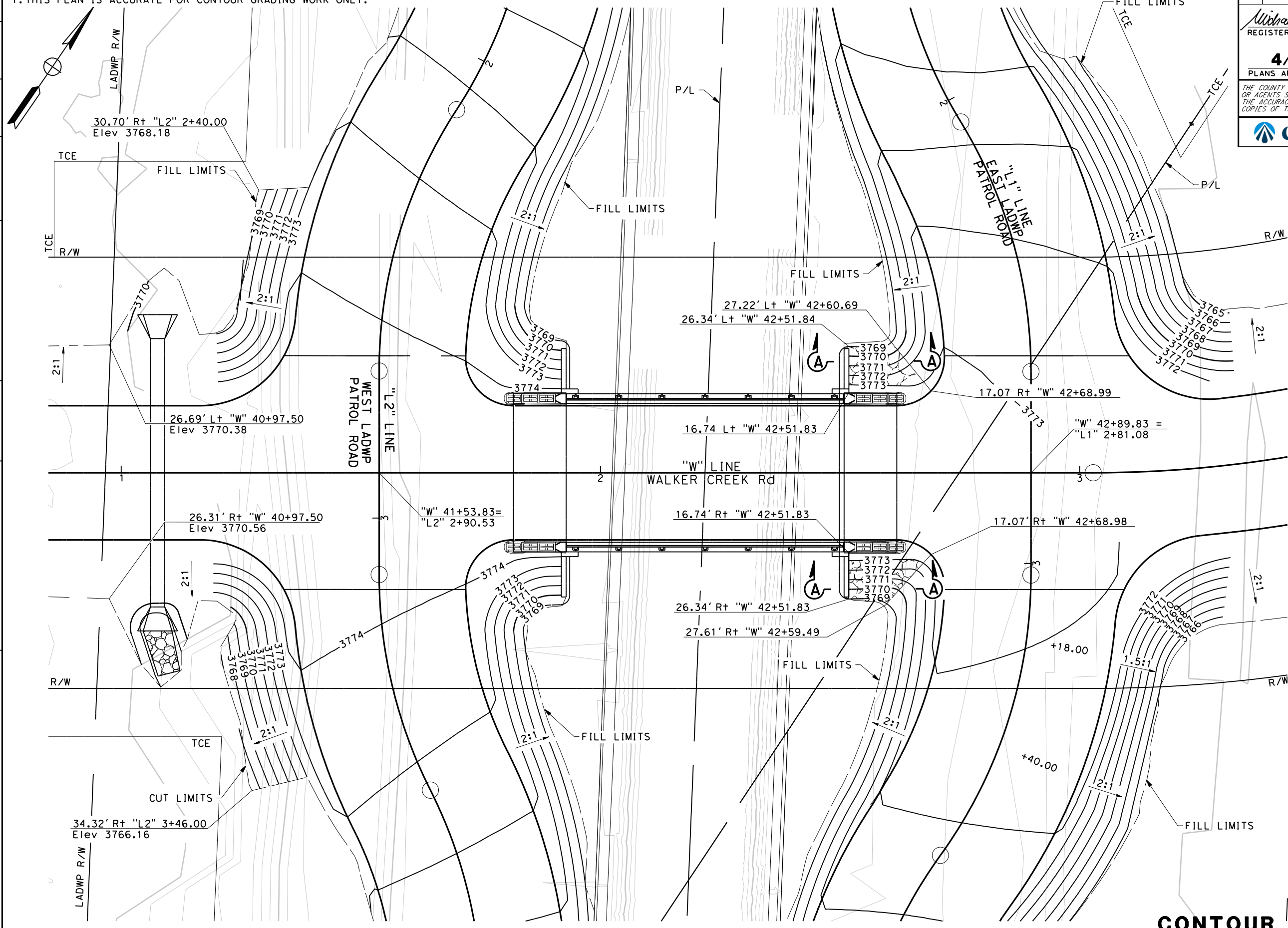
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		13	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

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 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA



SECTION A-A

CONTOUR GRADING PLAN
SCALE: 1"=5'
G-1

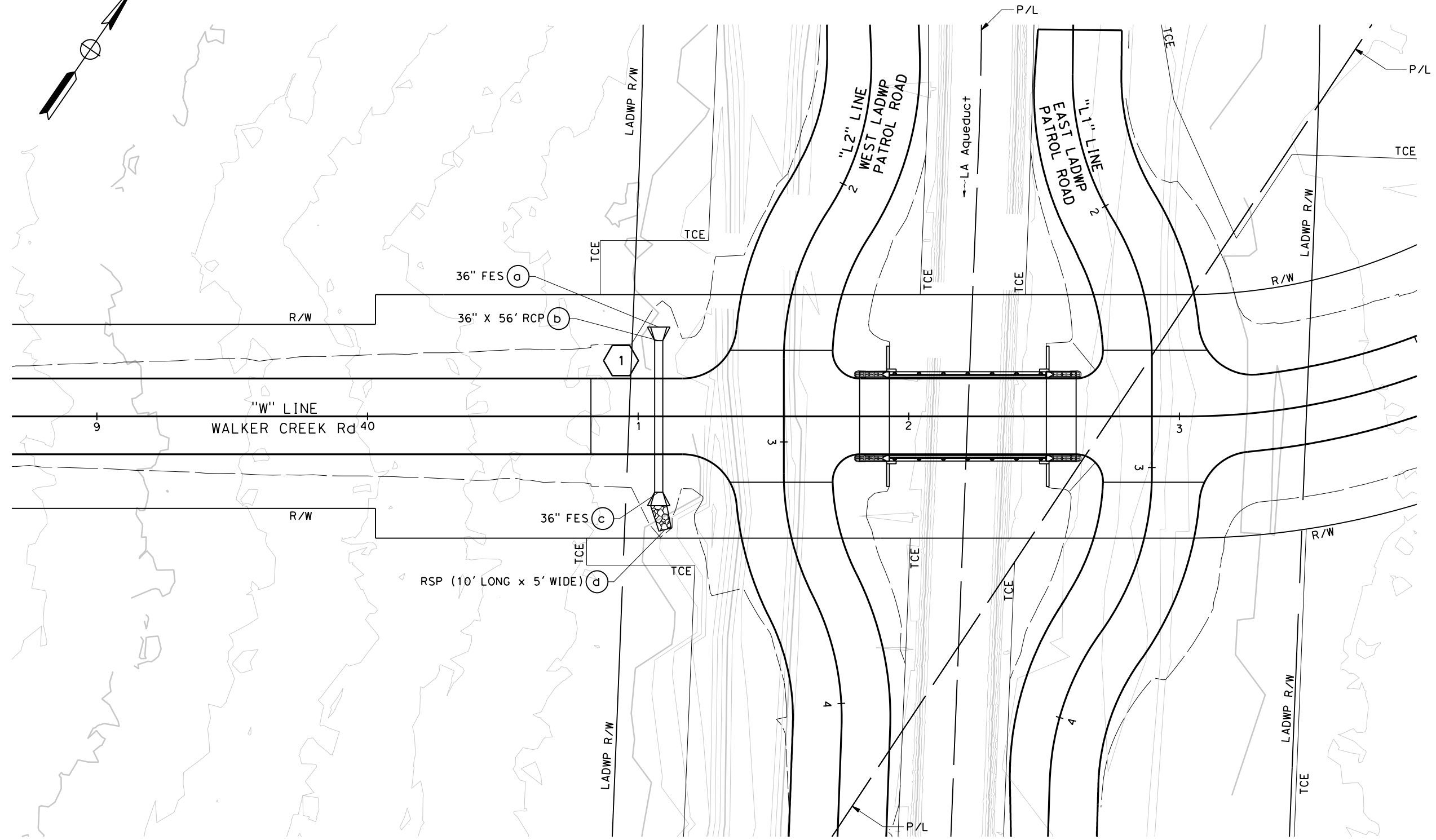
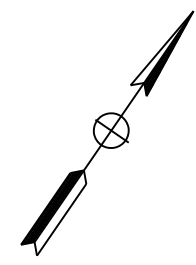
INYO COUNTY - DEPARTMENT OF PUBLIC WORKS	CONSULTANT FUNCTIONAL SUPERVISOR	REVISOR	DATE
	ROBERT FERGUSON, P.E.	KEVIN WILLIAMS, P.E.	
	CHECKED BY	SEJIN OH, P.E.	
	DESIGNED BY		

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:54:09 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT - FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY
 CHECKED BY
 KEVIN WILLIAMS, P.E.
 SEJIN OH, P.E.
 REVISED BY
 DATE REVISED

NOTES:
 1. THIS PLAN ACCURATE FOR DRAINAGE WORK ONLY.

LEGEND:
 (X) DRAINAGE SYSTEM NUMBER
 (X) DRAINAGE UNIT NUMBER



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INYO	CR		14	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE

4/28/2023
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

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 RANCHO CORDOVA, CA 95670

DRAINAGE PLAN NO. 1
 SCALE: 1"=20'
D-1


LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:54:21 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		15	34

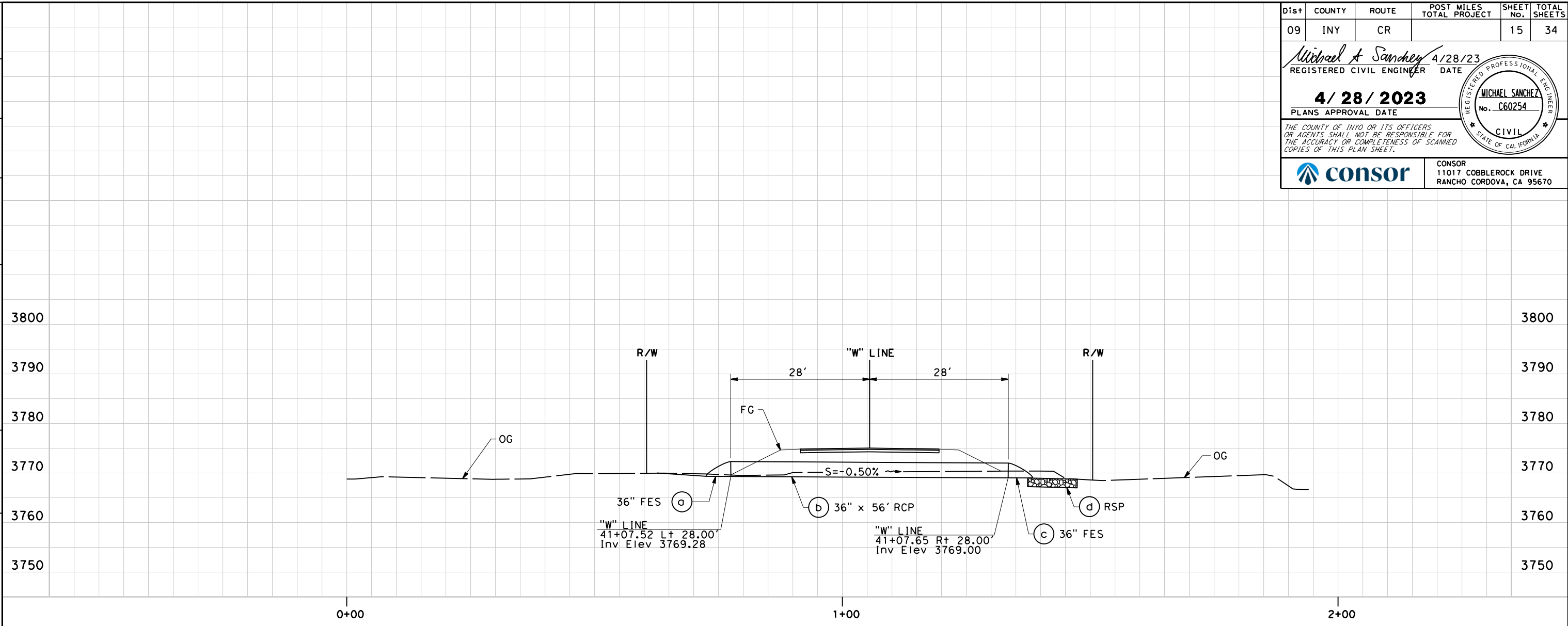
Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
 No. C60254
 CIVIL
 STATE OF CALIFORNIA

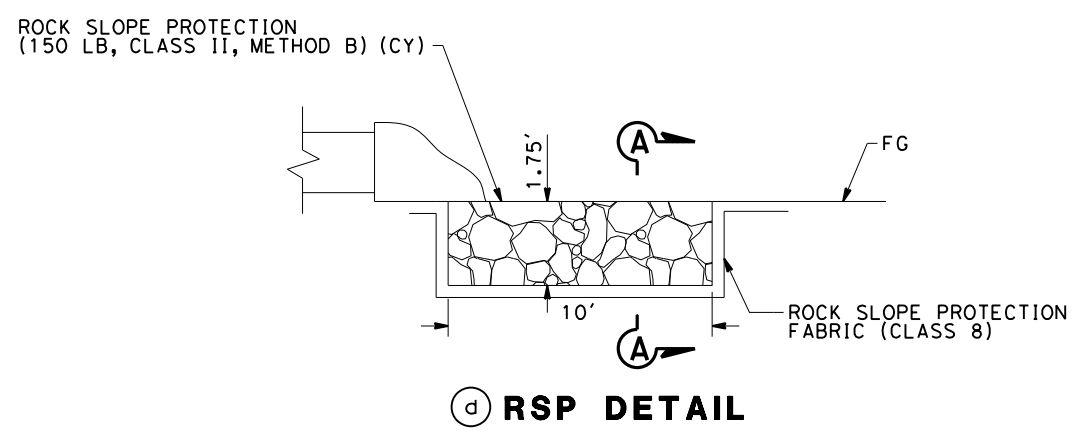
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 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
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 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT - FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY
 CHECKED BY
 KEVIN WILLIAMS, P.E.
 SEJIN OH, P.E.
 REVISED BY
 DATE REVISED



DRAINAGE SYSTEM No. 1



DRAINAGE PROFILE
 SCALE: 1"=10'
DP-1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		16	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

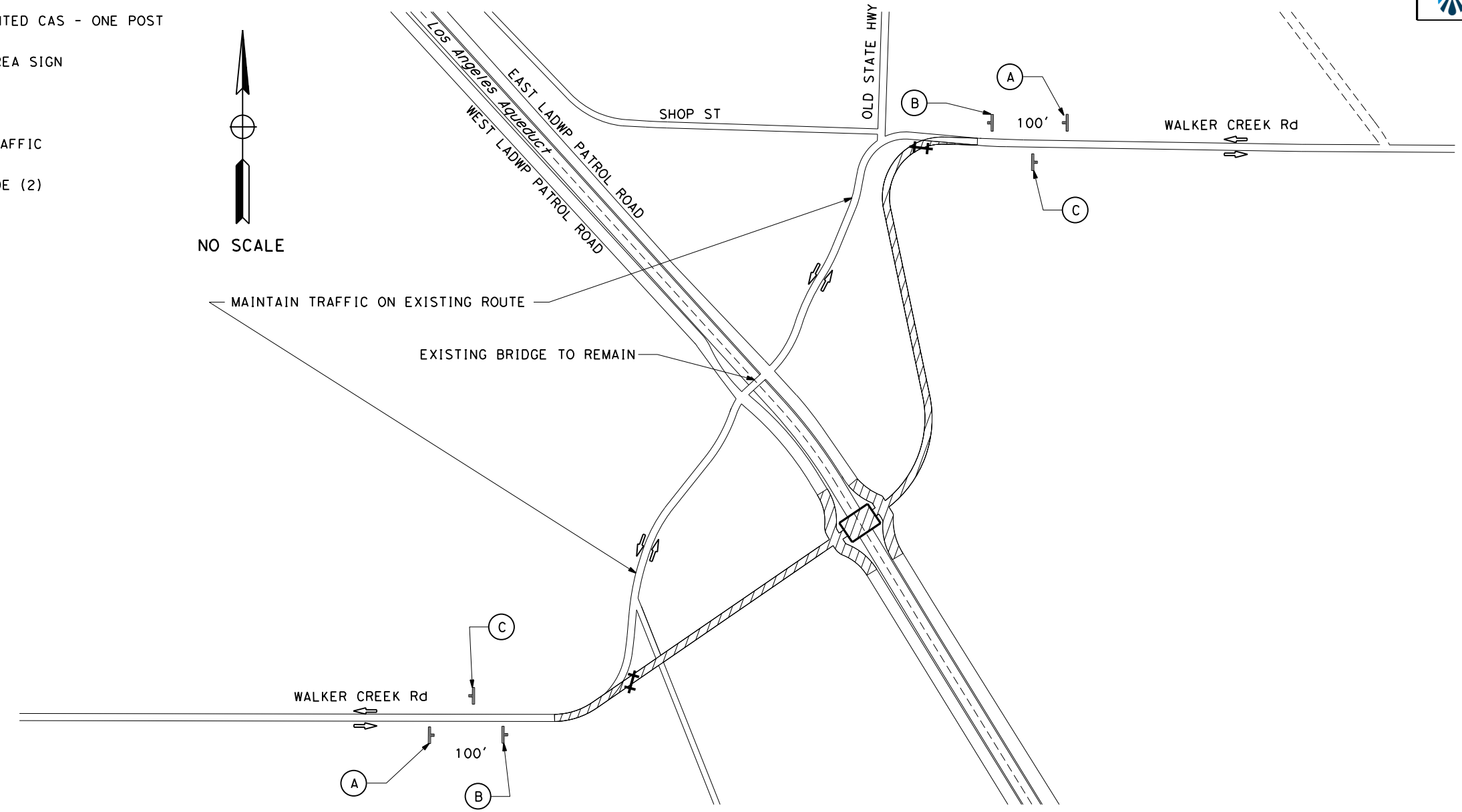
REGISTERED PROFESSIONAL ENGINEER
 MICHAEL SANCHEZ
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 CIVIL
 STATE OF CALIFORNIA

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 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

- NOTES:**
- THIS PLAN ACCURATE FOR CONSTRUCTION AREA SIGN WORK ONLY.
 - SIGN LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER.

- LEGEND:**
- STATIONARY MOUNTED CAS - ONE POST
 - CONSTRUCTION AREA SIGN
 - LIMITS OF WORK
 - DIRECTION OF TRAFFIC
 - TYPE 3 BARRICADE (2)



CONSTRUCTION AREA SIGNS (STATIONARY MOUNTED)

SIGN No.	SIGN CODE		PANEL SIZE (LxD)	SIGN AREA	SINGLE FACED	LEGEND				ROADSIDE
	FEDERAL	CALIFORNIA				SHEETING COLOR	RETROFLECTIVE ASTM TYPE	SHEETING COLOR	RETROFLECTIVE ASTM TYPE	
A	W20-1		24x24	4	X	ORANGE	III	BLACK	III	FURNISH SINGLE SHEET ALUMINUM (0.080" - UNFRAMED) (N)
B	M4-10		48x18	6	X	ORANGE	III	BLACK	III	SOFT
C	G20-2		36x18	4.5	X	ORANGE	III	BLACK	III	SOFT

(N) - NOT A SEPARATE PAY ITEM, FOR INFORMATION PURPOSES ONLY

CONSTRUCTION AREA SIGNS
NO SCALE
CS-1


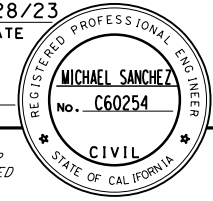

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT - FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED - DESIGNED BY
 CHECKED BY
 KEVIN WILLIAMS, P.E.
 SEJIN OH, P.E.
 REVISED BY
 DATE REVISED

LAST REVISION DATE PLOTTED => 4/28/2023
 00-00-00 TIME PLOTTED => 4:34:34 PM

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT FUNCTIONAL SUPERVISOR ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY CHECKED BY
 KEVIN WILLIAMS, P.E. SEJIN OH, P.E.
 REVISED BY DATE REVISED

DRAINAGE QUANTITIES								
FROM			TO			36" REINFORCED CONCRETE PIPE	36" CONCRETE FLARED END SECTION	COMMENTS
LINE	FROM	OFFSET	LINE	TO	OFFSET			
"W"	41+07.61	28.00' Lt	"W"	41+07.61	28.00' Rt	56		
"W"	41+07.61	28.00' Lt	"W"	41+07.61	33.00' Lt		1	
"W"	41+07.61	28.00' Rt	"W"	41+07.61	33.00' Rt		1	
TOTAL						56	2	

GUARD RAIL QUANTITIES				
LINE	STATION	OFFSET	CRASH CUSHION (QUADGUARD M-10, TL-2)	COMMENTS
"W"	41+81.83	Lt	1	NW QUADRANT
"W"	41+81.83	Rt	1	SW QUADRANT
"W"	42+61.83	Lt	1	NE QUADRANT
"W"	42+61.83	Rt	1	SE QUADRANT
TOTAL			4	

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		17	34
 4/28/23 REGISTERED CIVIL ENGINEER DATE					
4/28/2023 PLANS APPROVAL DATE			 CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		
<small>THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					

ROADWAY QUANTITIES																		
FROM			TO			HOT MIX ASPHALT (TYPE A)	CLASS 2 AGGREGATE BASE	METAL CATTLE GUARD (8'x14')	BOULDERS	ROADWAY EXCAVATION	EMBANKMENT (N)	IMPORTED BORROW	OBLITERATE SURFACING	TYPE III BARRICADE	ROCK SLOPE PROTECTION (RSP) FABRIC (CLASS 8)	ROCK SLOPE PROTECTION (RSP) (60 LB, CLASS II, MEHTOD	ROCK SLOPE PROTECTION (RSP) (150 LB, CLASS II, MEHTOD	COMMENTS
LINE	FROM	OFFSET	LINE	TO	OFFSET													
"L1"	01+32.87		"L1"	02+56.68			118											
"L1"	01+32.87		"L1"	02+56.68						41	429	384						
"L1"	03+05.45		"L1"	04+59.84			146											
"L1"	03+05.45		"L1"	04+58.84						41	703	658						
"L2"	01+13.57		"L2"	02+66.13			149											
"L2"	01+13.57		"L2"	02+77.53						155	519	349						
"L2"	03+04.53		"L2"	04+71.69						103	526	413						
"L2"	03+14.90		"L2"	04+72.69			162											
"W"	33+53.00		"W"	41+92.83						390	1574	1145						
"W"	33+53.22		"W"	40+82.60			559											
"W"	33+53.22													2				
"W"	35+21.73	14.00' Lt	"W"	41+14.67	359.09' Lt								1505					
"W"	35+86.62	34.18' Lt							6									
"W"	40+82.60		"W"	41+92.83		70		1										
"W"	40+82.60		"W"	41+92.83			74											
"W"	41+07.61	33.00' Rt	"W"	41+09.98	41.86' Rt										9.4		3.2	
"W"	41+91.83	16.74' Rt	"L2"	04+71.69	18.00' Lt													
"W"	42+50.83		"W"	43+93.89			92											
"W"	42+50.83		"W"	52+17.06						2214	2927	491						
"W"	42+50.83		"W"	43+93.89		88												
"W"	42+51.83	16.74' Rt	"W"	42+68.98	17.06' Rt										15.2	5.4		
"W"	42+51.83	16.07' Lt	"W"	42+68.95	17.11' Lt										15.5	5.6		
"W"	42+68.98	17.06' Rt	"L1"	04+58.84	13.00' Rt													
"W"	43+93.89		"W"	53+09.98			644											
"W"	47+56.43	317.97' Lt	"W"	5239.74	15.48' Lt								1161					
"W"	51+87.96	33.13' Lt							6									
"W"	53+09.98																	
TOTAL						158	1,944	1	12	2,944	6,679	3,440	2,666	4	40.2	11.0	3.2	

(N) NOT A SEPARATE BID ITEM

SUMMARY OF QUANTITIES

NO SCALE **Q-1**

LAST REVISION DATE PLOTTED => 4/28/2023 00-00-00 TIME PLOTTED => 4:54:38 PM

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		18	34

Michael A Sanchez 4/28/23
 REGISTERED CIVIL ENGINEER DATE
4/28/2023
 PLANS APPROVAL DATE

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CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

INYO COUNTY - DEPARTMENT OF PUBLIC WORKS
 CONSULTANT FUNCTIONAL SUPERVISOR
 ROBERT FERGUSON, P.E.
 CALCULATED-DESIGNED BY
 CHECKED BY
 SEJIN OH, P.E.
 KEVIN WILLIAMS, P.E.
 REVISED BY
 DATE REVISED

FENCE QUANTITIES						
	FROM		TO			REMOVE FENCE LF
LINE	FROM	OFFSET	LINE	TO	OFFSET	
"L1"	01+79.97	19.00' Lt	"L1"	03+97.84	19.00' Lt	217
"L2"	02+38.51	33.98' Rt	"L2"	03+33.23	35.07' Rt	112
TOTAL						328

EROSION CONTROL QUANTITIES										
	FROM		TO			HYDROSEED SQFT	FIBER ROLL LF	TEMPORARY REINFORCED SILT FENCE (TYPE 1) LF	TEMPORARY DESERT TORTOISE FENCE LF	COMMENTS
LINE	FROM	OFFSET	LINE	TO	OFFSET					
"L2"	01+13.57	18.00' Lt	"W"	41+91.83	16.50' Lt	1,200				
"L1"	01+32.87	13.00' Rt	"W"	42+68.99	17.07' Lt	630				
"L1"	01+32.87	18.00' Lt	"W"	51+94.45	14.01' Lt	8,727				
"W"	33+54.03	35' Rt	"W"	41+20.27	45' Rt		784	784	784	
"W"	36+16.20	33' Lt	"W"	41+26.28	62' Lt		527	527	527	
"L1"	04+58.84	18.00' Lt	"W"	53+09.98	13.23' Rt	9,731				
"W"	33+53.22	11.40' Rt	"L2"	04+71.69	18.00' Rt	5,112				
"W"	33+53.22	7.30' Lt	"L2"	01+13.57	15.00' Rt	5,569				
"L1"	04+34.62	19' Lt	"W"	53+22.13	20' Rt		1111	1111	1222	
"L1"	01+33.14	23' Lt	"W"	51+80.63	30' Lt		946	946	946	
"W"	41+91.83	16.74' Rt	"L2"	04+71.69	18.00' Lt	1,198				
"W"	33+53.59	25' Lt	"W"	35+63.65	35' Lt		200	200	200	
"W"	35+21.73	14.00' Lt	"W"	41+14.67	359.09' Lt	13,545				
"W"	47+56.43	317.97' Lt	"W"	52+39.74	15.48' Lt	10,445				
"W"	42+68.98	17.06' Rt	"L1"	04+58.84	13.00' Rt	821				
"W"	43+21.61	54.97' Lt	"W"	45+40.66	19.90' Lt	4,545				
"W"	52+15.17	30' Lt	"W"	53+22.01	16' Lt		117	117	117	
TOTAL						61,524	3,686	3,686	3,796	

SUMMARY OF QUANTITIES
 NO SCALE
Q-2

LAST REVISION DATE PLOTTED => 4/28/2023 TIME PLOTTED => 4:54:44 PM

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		19	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE

95% SUBMITTAL
 PLANS APPROVAL DATE

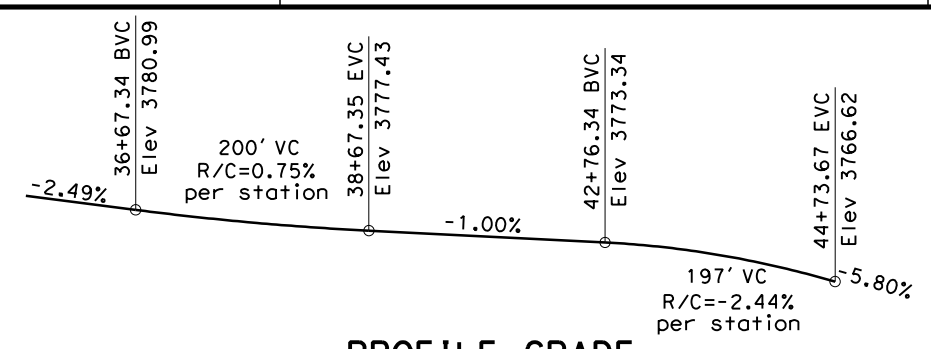
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 RANCHO CORDOVA, CA 95670

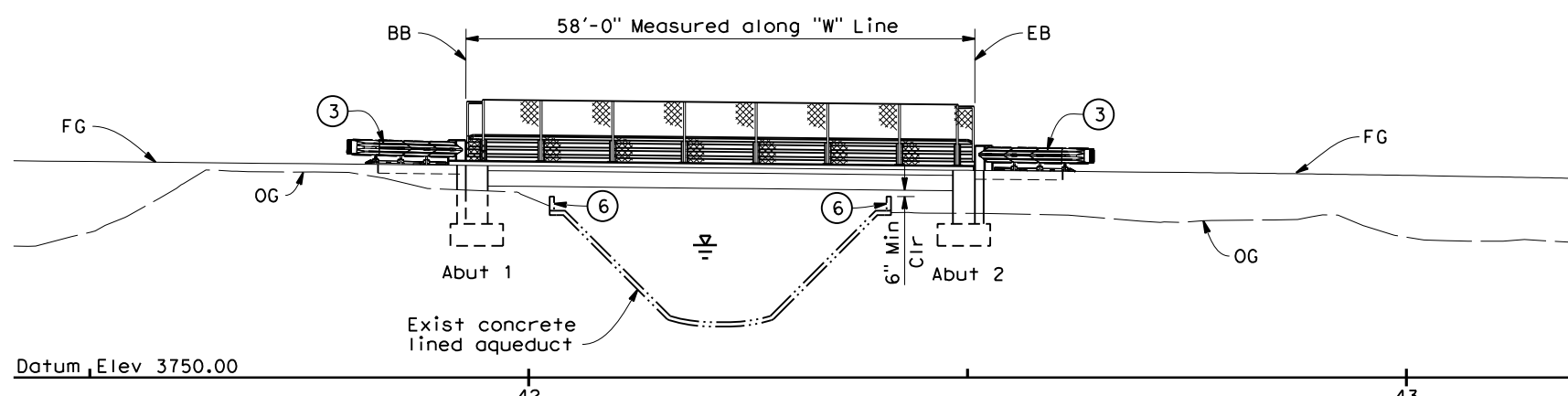
JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA

INDEX TO PLANS

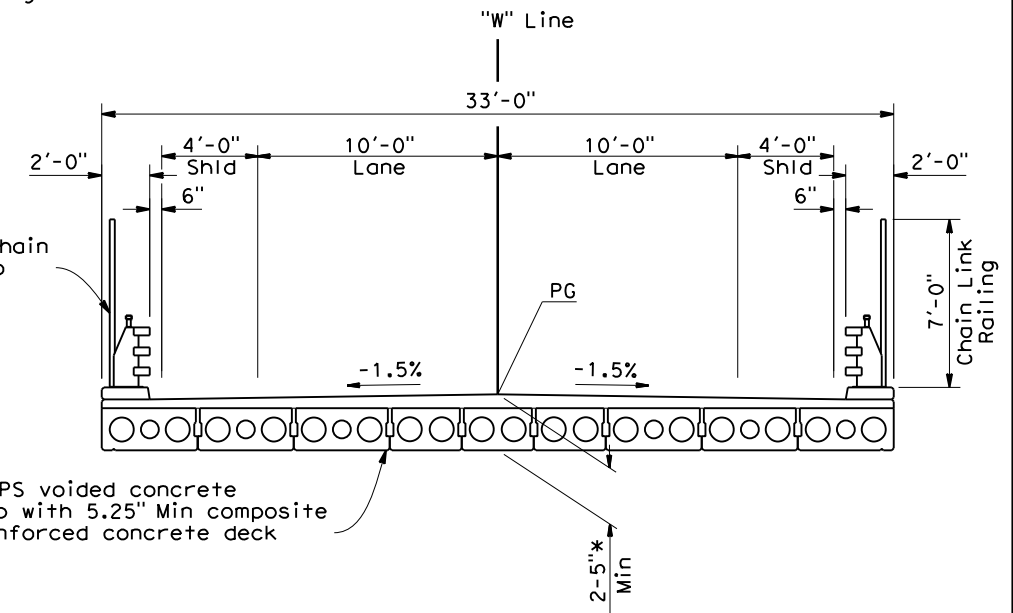
Sheet No.	Title
1	General Plan
2	Deck Contours
3	Foundation Plan
4	Abutment Layout
5	Abutment Details
6	Typical Section
7	PC/PS Slab Layout
8	PC/PS Slab Details
9	California ST-75 Bridge Rail Details No. 1
10	California ST-75 Bridge Rail Details No. 2
11	California ST-75 Bridge Rail Details No. 3
12	California ST-75 Bridge Rail Details No. 4
13	California ST-75 Bridge Rail Details No. 5
14	Chain Link Railing Type 2 ST-75 Detail No. 1
15	Chain Link Railing Type 2 ST-75 Detail No. 2
16	Log of Test Borings



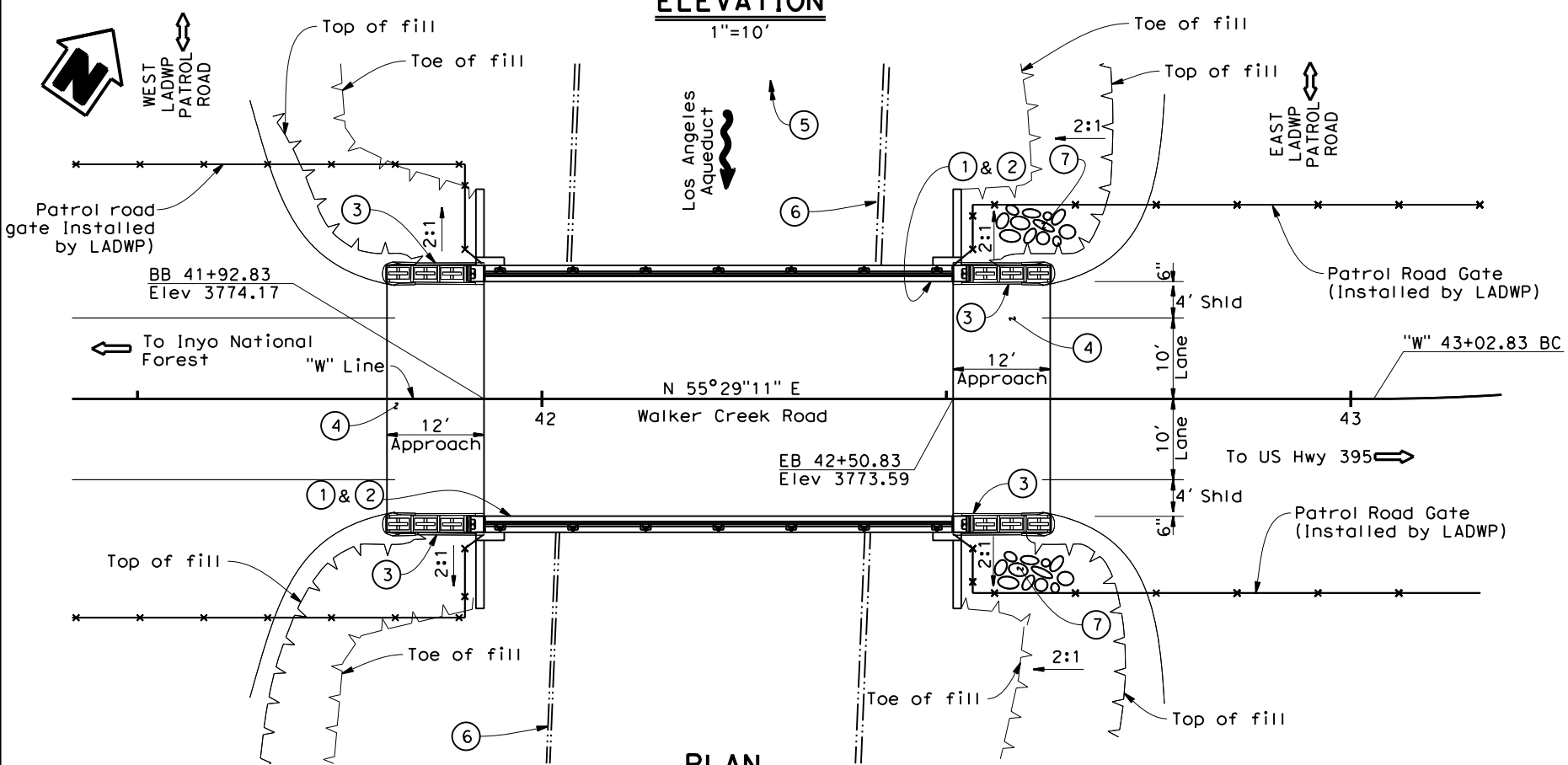
PROFILE GRADE
 No Scale



ELEVATION
 1"=10'



* Along "W" Line
TYPICAL SECTION
 1/4"=1'-0"



PLAN
 1"=10'

Notes:

- ① Paint Bridge "Br No. 48C0051"
 - ② Paint "Los Angeles Aqueduct"
 - ③ Quadguard System or equivalent, see Road Plans
 - ④ Structure Approach, Type E0 (10) (Pay limits modified to 12' length)
 - ⑤ Existing bridge 48C-0039 to remain (not shown)
 - ⑥ Existing Splash Guard, protect in place
 - ⑦ RSP, see Road Plans
- Existing structure
 * * * * * Fencing (to be placed by LADWP)
- For General Notes, see "Deck Contours" sheet
 For Hydrologic Summary, see "Foundation Plan" sheet

DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 W/"LOW-BOY"; PERMIT DESIGN VEHICLE	PREPARED FOR THE	BRIDGE NO.	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD	
DETAILS	BY B. Maechler	CHECKED I. Kotsyubuk/S. McCauley	LAYOUT	BY A. Hanson/J. Cruz	INYO COUNTY	48C0051		
QUANTITIES	BY M. Nguyen	CHECKED J. Willson	SPECIFICATIONS	BY R. Ferguson	PUBLIC WORKS DEPARTMENT	X		
DESIGN GENERAL PLAN SHEET (ENGLISH) (REV.03/14/12)					ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	REVISION DATES
						DISREGARD PRINTS BEARING EARLIER REVISION DATES		SHEET 1 OF 16

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		20	34

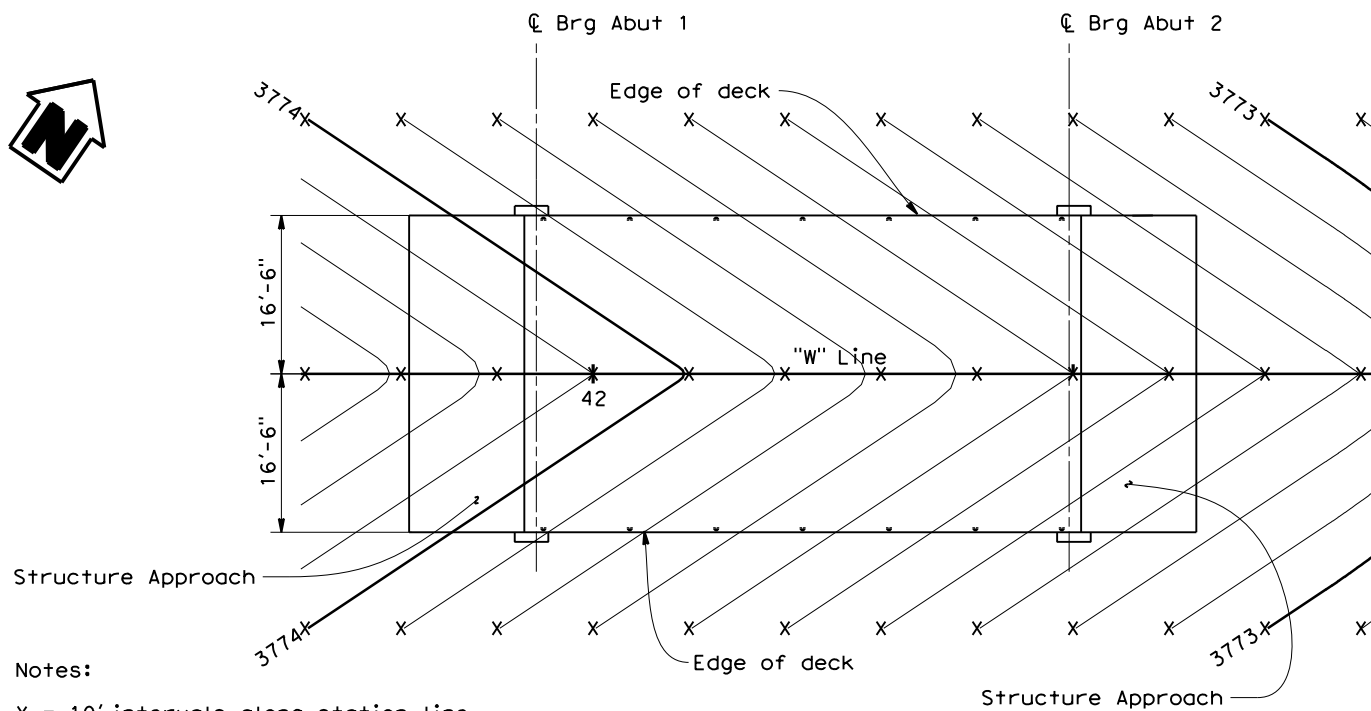
Juan Carlos Cruz 4/28/23
REGISTERED CIVIL ENGINEER DATE

JUAN C. CRUZ
No. 88803
CIVIL
STATE OF CALIFORNIA

PLANS APPROVAL DATE _____

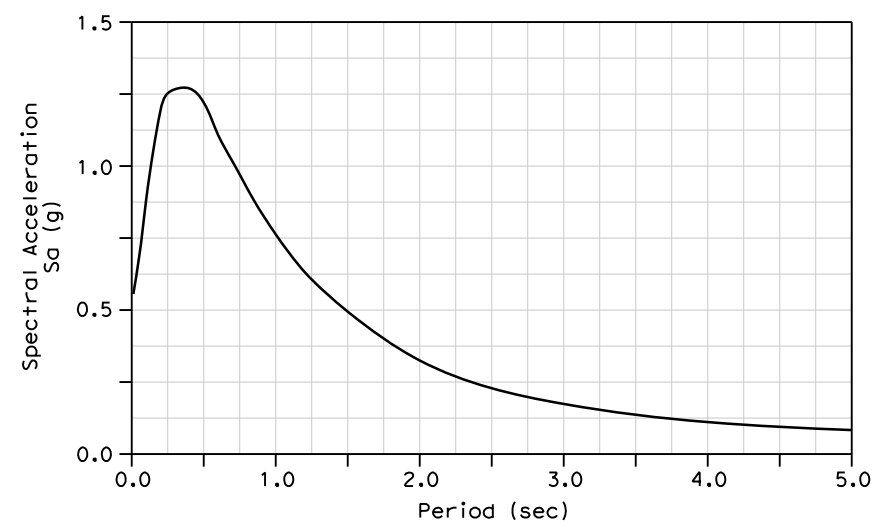
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RANCHO CORDOVA, CA 95670



Notes:
X = 10' intervals along station line
Contours Intervals = 0.10'
Contours do not include camber

PLAN
1"=10'



ACCELERATION RESPONSE SPECTRA CURVE
No Scale

QUANTITIES

Structure Excavation (Bridge)	106 CY
Structure Backfill (Bridge)	58 CY
Structural Concrete, Bridge Footing	41 CY
Structural Concrete, Bridge	47 CY
Structural Concrete, Bridge (Polymer Fiber)	42 CY
Structural Concrete, Approach Slab (Type E0 Modified)	30 CY
Drill & Bond Dowel (Chemical Adhesive)(LF)	17 LF
Furnish Precast Prestressed Concrete Slab (Type SIV)	1914 SQFT
Erect Precast Prestressed Concrete Girder	9 EA
Joint Seal (MR=1/2")	66 LF
Bar Reinforcing Steel (Bridge)	11,081 LBS
Bar Reinforcing Steel (Epoxy Coated)	37 LBS
California ST-75 Barrier Rail (Mod)	116 LF

STANDARD PLANS DATED 2022

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
RSP A10F	Legend - Soil (Sheet 1 of 2)
RSP A10G	Legend - Soil (Sheet 2 of 2)
RSP A10H	Legend - Rock
A62C	Limits of Payment for Excavation and Backfill- Bridge
B0-3	Bridge Details
B0-13	Bridge Details
B6-21	Joint Seals (Maximum Movement Rating = 2")
B9-4	Structure Approach - Type E0 (10)
B9-5	Structure Approach - Slab Details

**GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN**

DESIGN: AASHTO LRFD Bridge Design Specifications, 6th edition and with Caltrans Amendments, preface dated January 2014

SEISMIC DESIGN: Caltrans Seismic Design Criteria (SDC), version 1.7, dated April 2013.

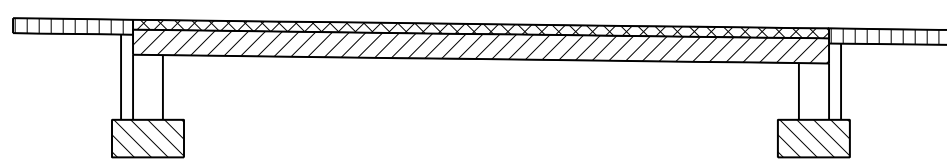
DEAD LOAD: Includes 35 psf for future wearing surface.

LIVE LOADING: HL93 with "Lowboy" and permit design load.

SEISMIC LOADING: Soil profile Vs = 390 m/s
Moment Magnitude M_{max} = 6.7
Peak Ground Acceleration = 0.556 g
see ARS Curve

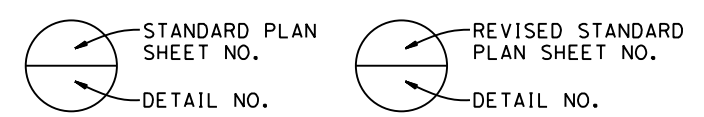
REINFORCED CONCRETE: f_y = 60 ksi
f'_c = 3.6 ksi
n = 8

PRESTRESSED CONCRETE: See "Prestressing Notes" on "PC/PS Slab Layout" sheet.



	Structural Concrete, Approach Slab (Type E0)
	Structural Concrete, Bridge (Polymer Fiber) (f'c = 4.5 ksi at 28 days)
	Structural Concrete, Bridge
	Structural Concrete, Bridge Footing
	Precast Prestressed Slab, see "PC/PS Slab Layout" sheet for concrete strength requirements

CONCRETE STRENGTH AND TYPE LIMITS
No Scale



DESIGN	BY	A. Hanson/J. Cruz	CHECKED	I. Kotsyubuk/S. McCauley	PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT	BRIDGE NO.	48C0051	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD DECK CONTOURS	
	DETAILS	BY	P. Kenney	CHECKED		I. Kotsyubuk/S. McCauley	POST MILE		-
QUANTITIES	BY	M. Nguyen	CHECKED	J. Wilson	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET 2 OF 16

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)

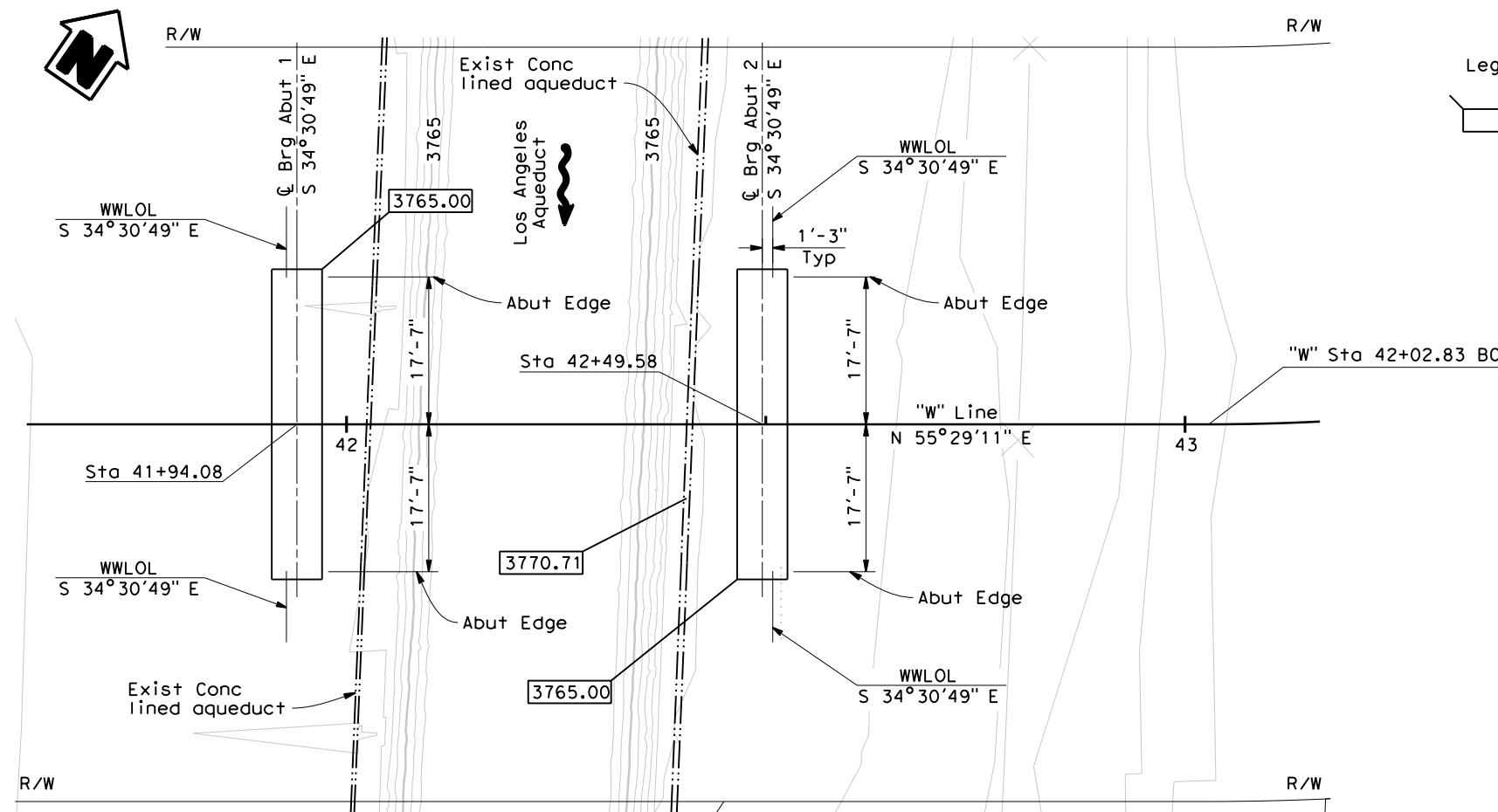
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3

UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X

FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridges\104400a-b-gnote.dgn

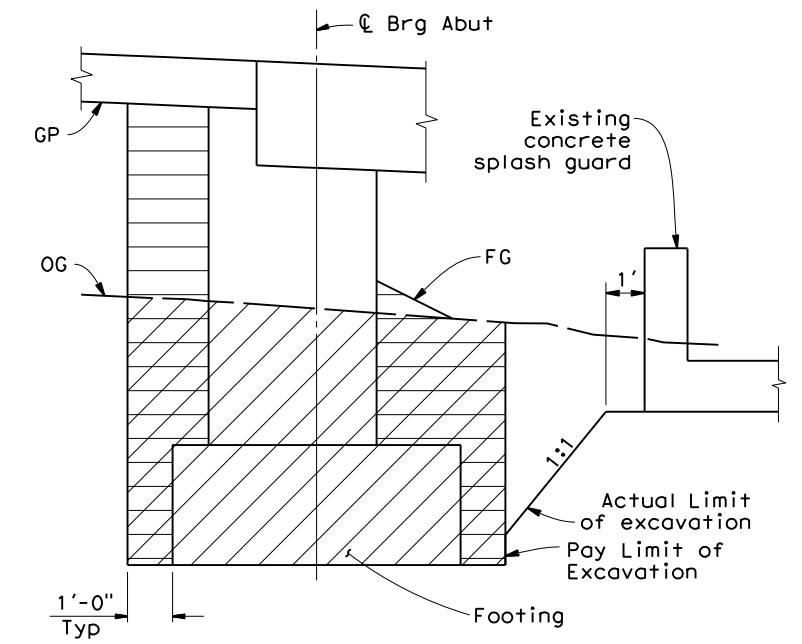
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		21	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE
 JUAN C. CRUZ No. 88803
 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA
 PLANS APPROVAL DATE
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Legend:
 Indicates bottom of footing elevation

PLAN
1"=10'



Indicates Structure Excavation
 Indicates Structure Backfill

LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL
No Scale

SCOUR DATA TABLE

SUPPORT No.	LONG TERM (DEGRADATION AND CONTRACTION) SCOUR ELEVATION (ft)	SHORT TERM (LOCAL) SCOUR DEPTH (ft)
Abut 1	N/A	N/A
Abut 2	N/A	N/A

LA AQUEDUCT HYDRAULIC CRITERIA

Los Angeles Department of Water and Power provided the following design criteria for the proposed bridge over this controlled flow canal:

	Required	Provided
Bridge Soffit Elevation distance above Existing Splash Guard:	0.33'	0.34'

* Soffit elevation over LA Aqueduct is set per LADWP requirements

LOAD AND RESISTANCE FACTOR DESIGN SPREAD FOOTING DATA TABLE

SUPPORT LOCATION	SERVICE ² PERMISSIBLE NET CONTACT STRESS (SETTLEMENT) (ksf)	STRENGTH/CONSTRUCTION ³ FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=0.5) (ksf)	EXTREME EVENT ³ FACTORED GROSS NOMINAL BEARING RESISTANCE (RESISTANCE FACTOR=1.00) (ksf)
Abut 1	33.1	20.0	N/A
Abut 2	22.4	20.3	N/A

Notes:
 1. Controlling load combination is the one resulting in the highest ratio of $q_{g,u}/q_R$ for foundations on soil, or $q_{g,max}/q_R$ for foundation on rock.
 2. Controlling load combination for Service Limit States is the one resulting in the highest ratio of $q_{n,u}/q_{pn}$ for foundations on soil.
 3. Controlling load combination for Strength and Construction is the one resulting in the highest ratio of $q_{g,u}/q_R$ for foundations on soil.

BENCH MARK DATA

No.	NORTHING	EASTING	ELEV	LINE	STATION	OFFSET	DESCRIPTION
511	1978735.98'	6855801.59'	3767.80'	"W"	43+04.03	166.81' Lt	SET REBAR
512	1978906.96'	6855865.99'	3761.17'	"W"	46+74.03	119.51' Lt	SET REBAR
513	1978792.84'	6855559.65'	3773.74'	"W"	41+36.09	350.75' Lt	SET 60D
514	1979019.99'	6855348.30'	3775.48'	"W"	48+90.51	603.16' Lt	SET REBAR

For benchmark locations outside of the plan limits shown above, see Road Plans.

GEO TECHNICAL PROFESSIONAL APPROVAL DATE

TIME PLOTTED => 4/28/2023 USERNAME => meson.combin@p101104-400

SCALE: As Noted	VERT. DATUM: NAVD '88	HORIZ. DATUM: CA Cord. Sys. Zone 4	DESIGN BY: A. Hanson/J. Cruz	CHECKED: I. Kotsyubuk/S. McCauley
DATE OF SURVEY: 04/2015	ALIGNMENT TIES: See "BENCH MARK DATA"		DETAILS BY: P. Kenney	CHECKED: I. Kotsyubuk/S. McCauley
SURVEYED BY: Jim Thornton	DRAFTED BY: Alfonso Dabu		QUANTITIES BY: M. Nguyen	CHECKED: J. Wilson
FIELD CHECKED BY: Alfonso Dabu	CHECKED BY: Ryan Kotey			

PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT

JUAN CRUZ, P.E.
PROJECT ENGINEER

LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD FOUNDATION PLAN

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		23	34

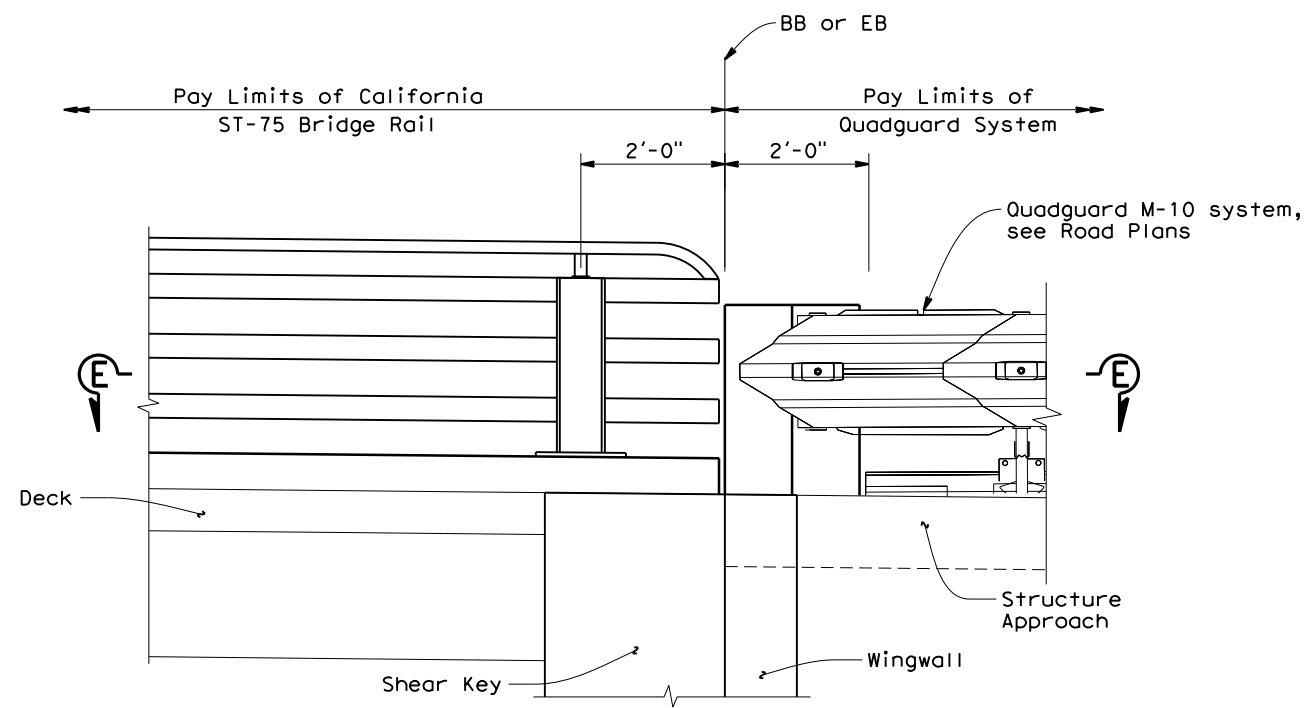
Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

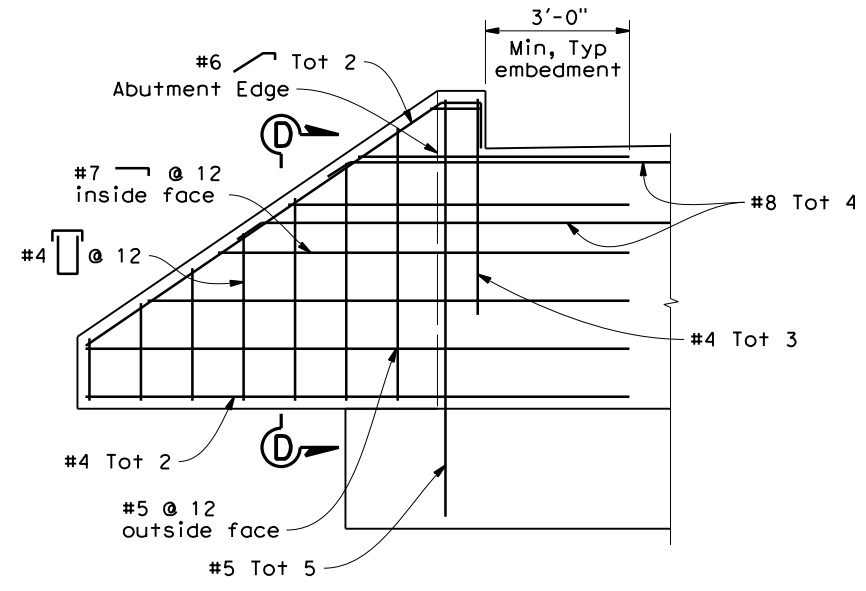
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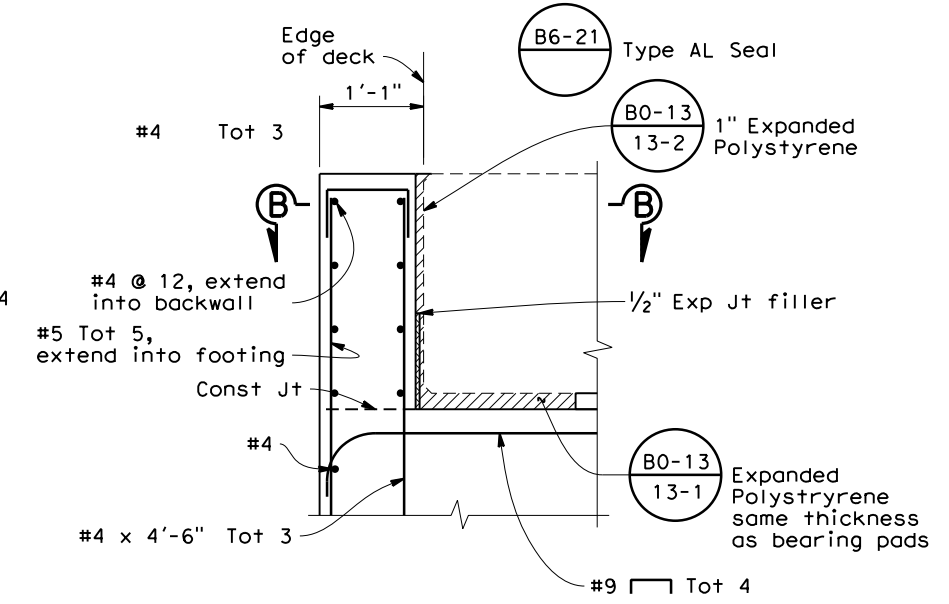
REGISTERED PROFESSIONAL ENGINEER
JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA



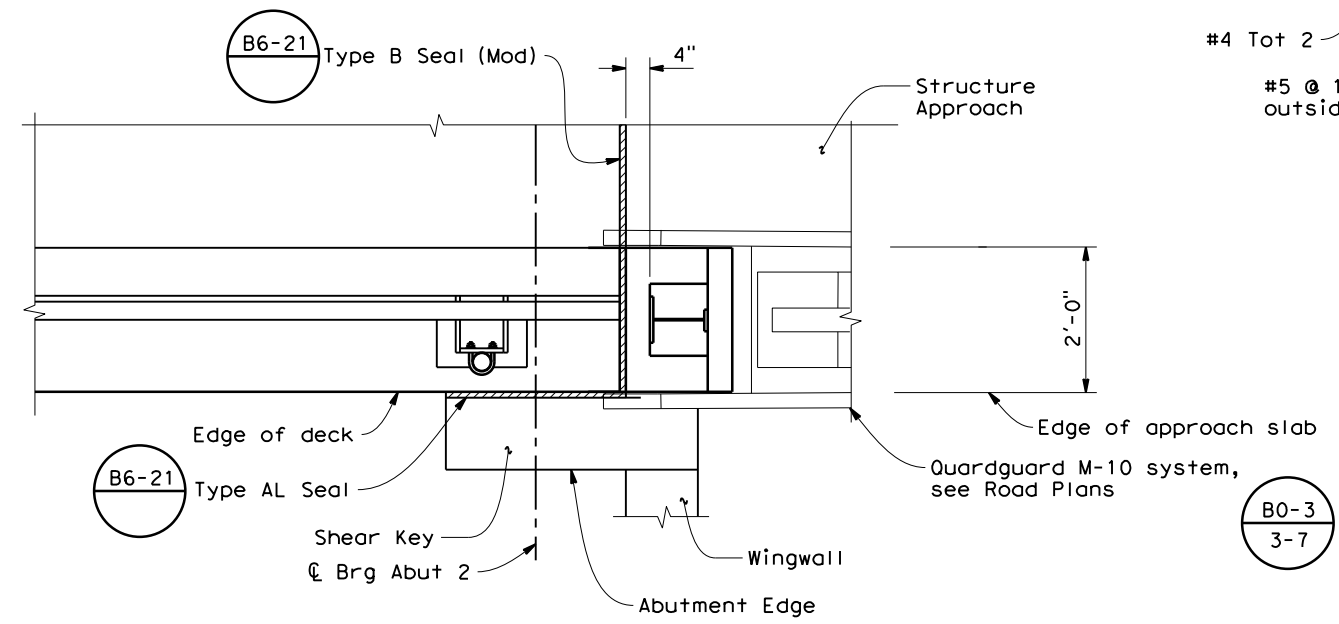
GUARDRAIL CONNECTION
3/4"=1'-0"



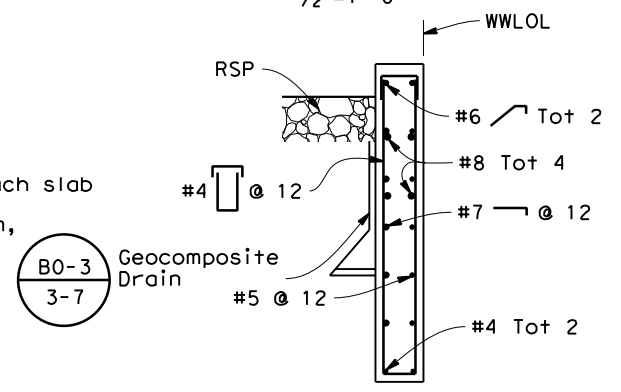
WINGWALL ELEVATION
1/2"=1'-0"



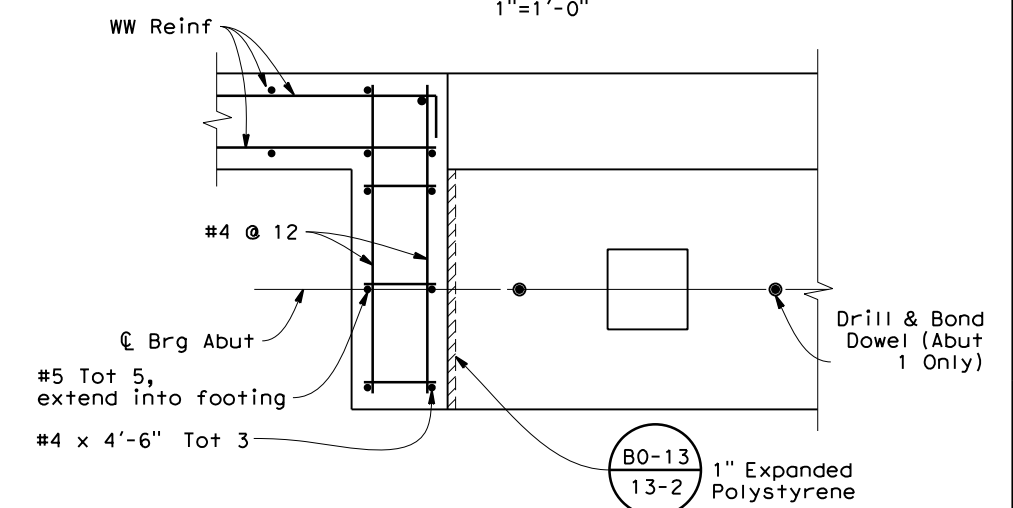
SHEAR KEY ELEVATION
1"=1'-0"



SECTION E-E
3/4"=1'-0"



SECTION D-D
1/2"=1'-0"



SECTION B-B
1"=1'-0"

DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley
DETAILS	BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley
QUANTITIES	BY M. Nguyen	CHECKED J. Wilson

PREPARED FOR THE
INYO COUNTY
PUBLIC WORKS DEPARTMENT

JUAN CRUZ, P.E.
 PROJECT ENGINEER

BRIDGE NO.	48C0051
POST MILE	-

LOS ANGELES AQUEDUCT BRIDGE
ON WALKER CREEK ROAD
ABUTMENT DETAILS

USERNAME => meson.com\meson PLOTTED => 4/28/2023 4:45:50 PM

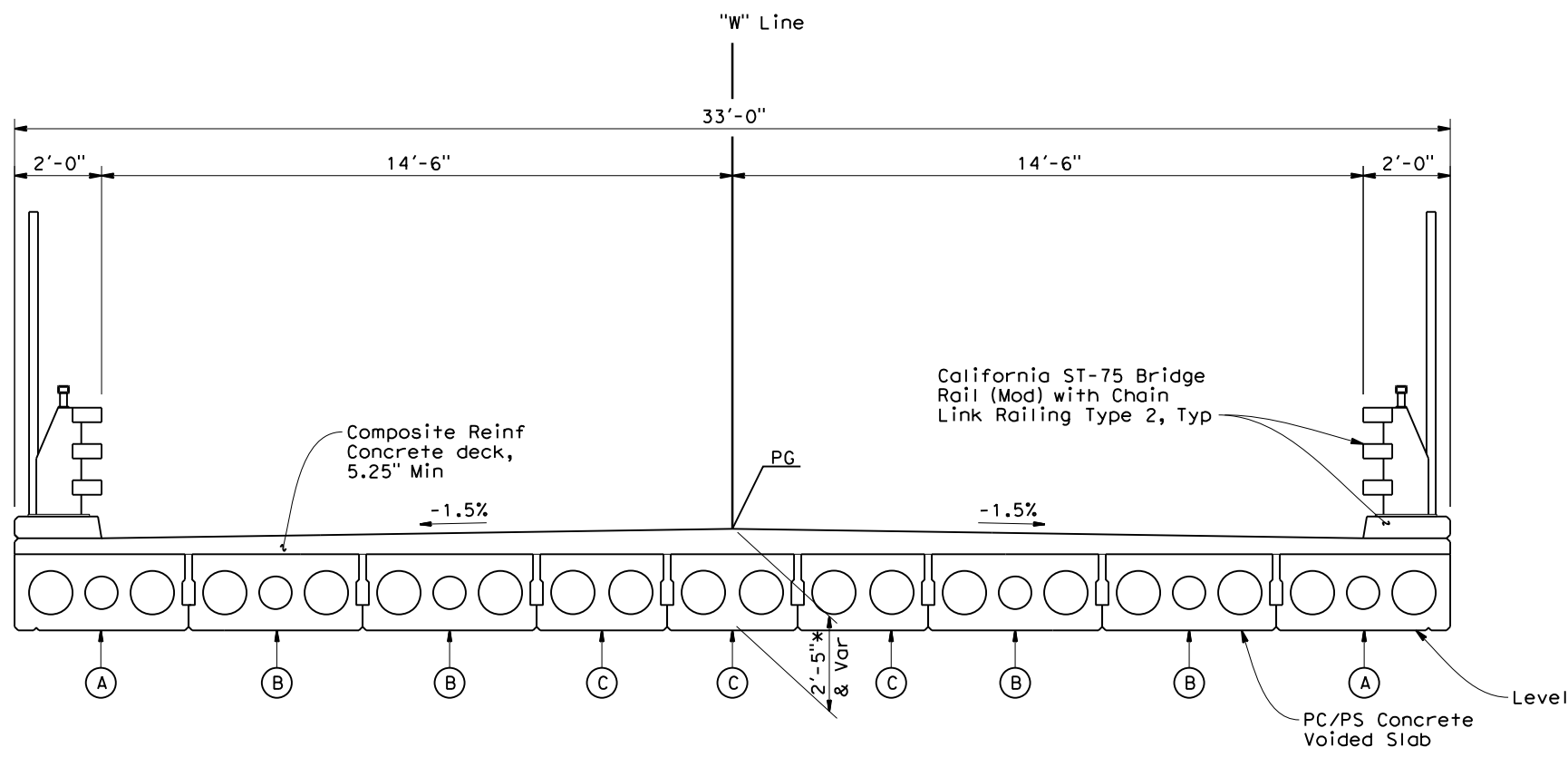
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		24	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE

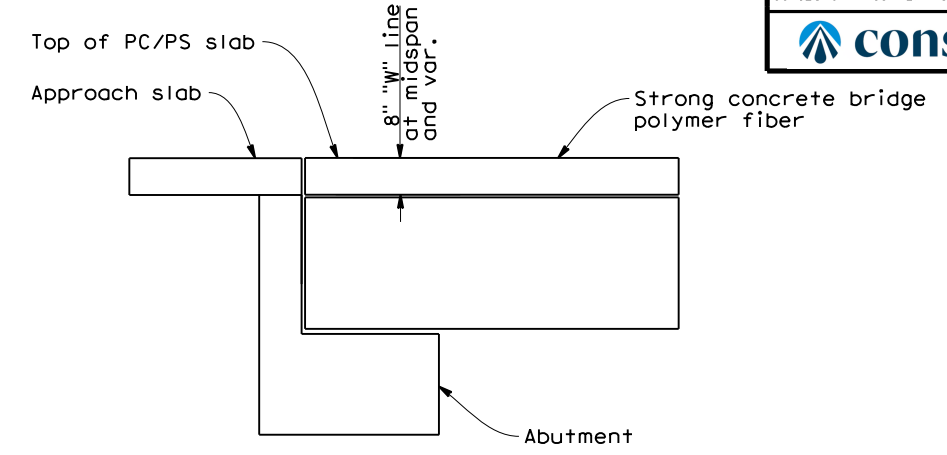
PLANS APPROVAL DATE _____
 THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

REGISTERED PROFESSIONAL ENGINEER
JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA



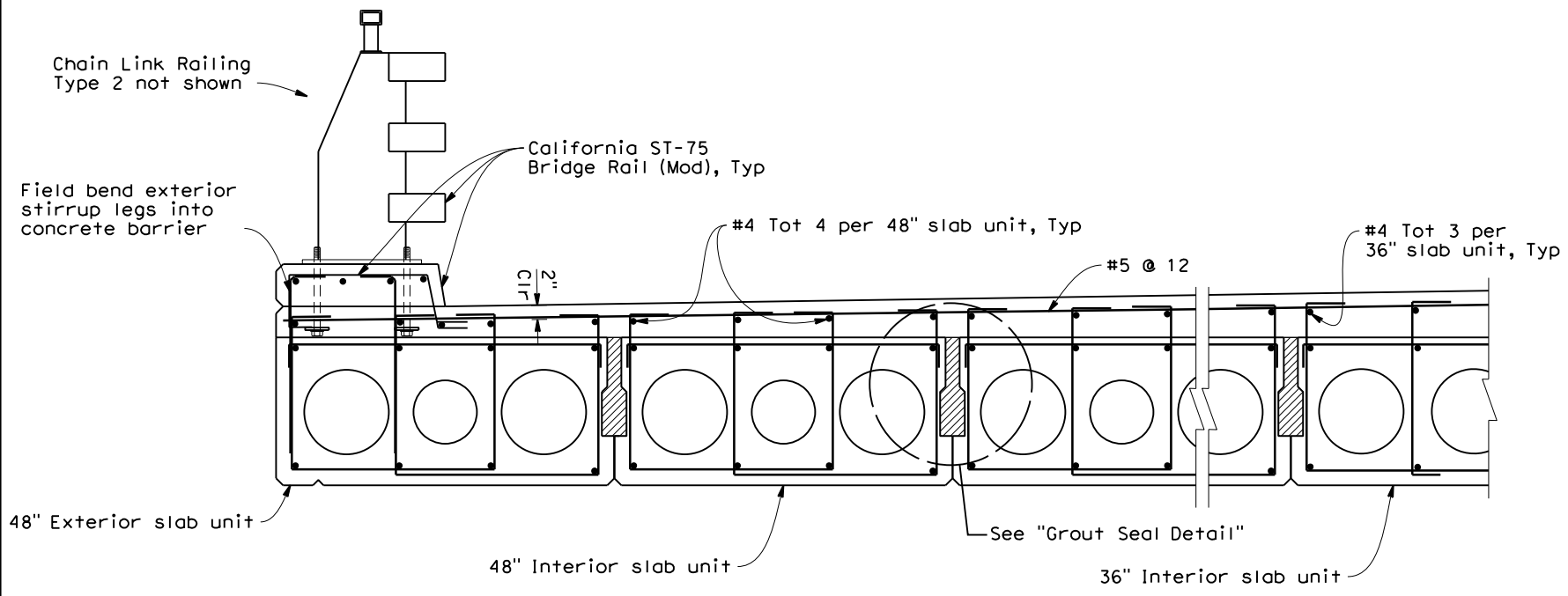
* Depth Measured at midspan
TYPICAL SECTION
 1/2" = 1'-0"



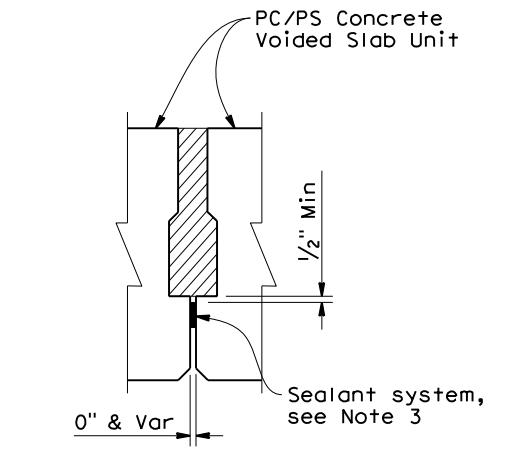
INSTANTANEOUS DEFLECTION TABLE

UNIT	COMPONENT	1/4 L	1/2 L	3/4 L
A	1. Deck & Keyway	0.25"	0.35"	0.25"
	2. Barrier	0.06"	0.08"	0.06"
	Total (1+2) =	0.31"	0.43"	0.31"
B	1. Deck & Keyway	0.32"	0.45"	0.32"
	2. Barrier	0.05"	0.07"	0.05"
	Total (1+2) =	0.37"	0.52"	0.37"
C	1. Deck & Keyway	0.40"	0.56"	0.40"
	2. Barrier	0.04"	0.06"	0.04"
	Total (1+2) =	0.44"	0.62"	0.44"

Notes: Deflections shown are unfactored. The contractor is responsible for determining Time-Dependant Camber Values.
 L = Span Length of slab units



PART TYPICAL SECTION
 1" = 1'-0"



Note: Place slab units as close as practicable
GROUT SEAL DETAIL
 No Scale

- Notes:
- Voids do not extend into end diaphragms, unless otherwise shown.
 - For PC/PS Concrete Voided Slab details, see "PC/PS Slab Details" sheet.
 - Seal gap with cloud cell backer rod, hydrophilic type or equivalent expanding sealant system.
- Legend:
- Grouted Keyways. Non-shrink Grout 5.0 ksi Min Compressive strength
 - Slab Unit Designation see, "PC/PS Slab Details" sheet.

DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)	DESIGN	BY A. Hanson/J. Cruz	CHECKED I. Kotsyubuk/S. McCauley	PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT	BRIDGE NO.	LOS ANGELES AQUEDUCT BRIDGE	
	DETAILS	BY P. Kenney	CHECKED I. Kotsyubuk/S. McCauley		48C0051	ON WALKER CREEK ROAD	
	QUANTITIES	BY M. Nguyen	CHECKED J. Wilson		POST MILE	TYPICAL SECTION	
			ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0 1 2 3	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES
							REVISION DATES
							SHEET 6 OF 16

FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridge\104400a-k-ts01.dgn

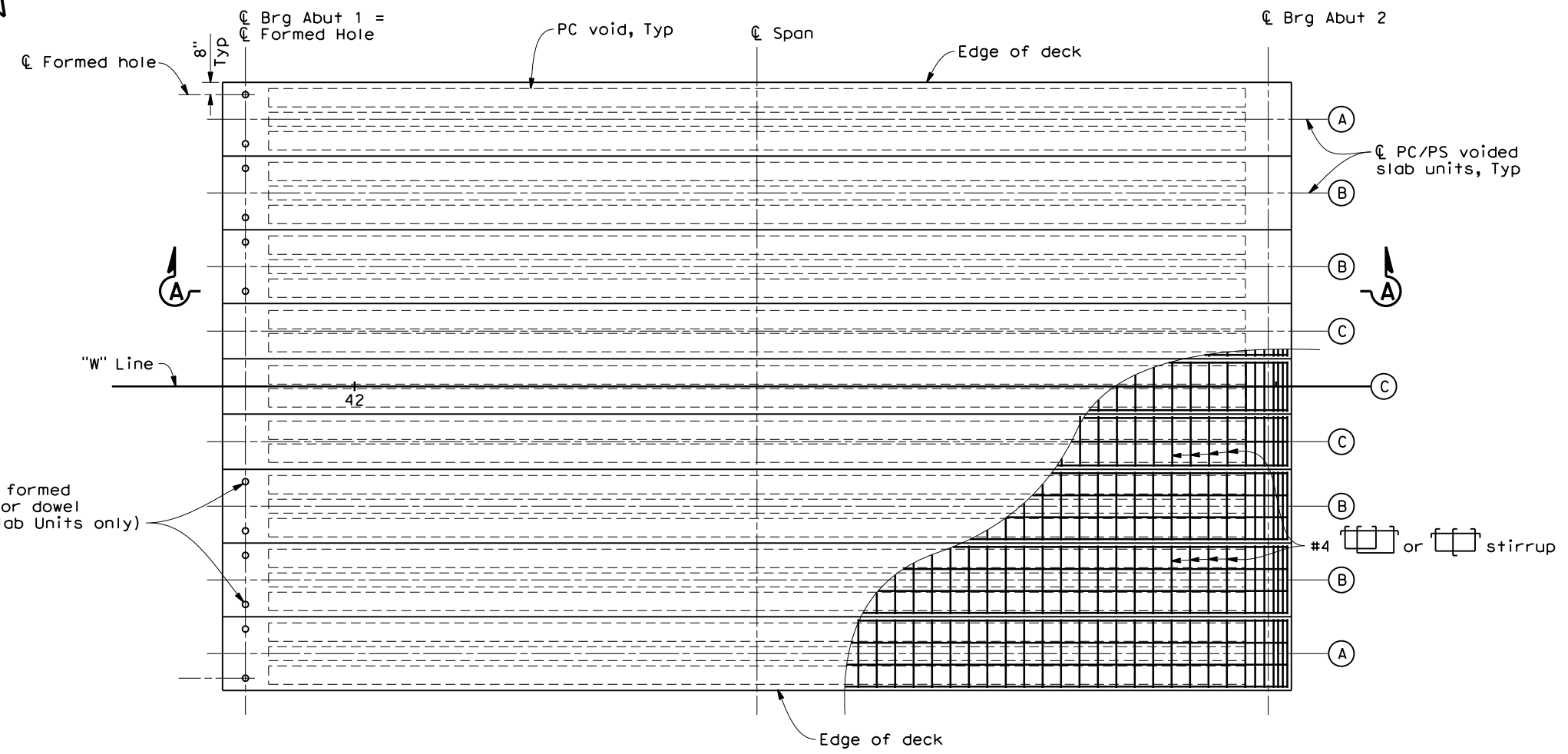
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		25	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE

JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA

PLANS APPROVAL DATE _____
 THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

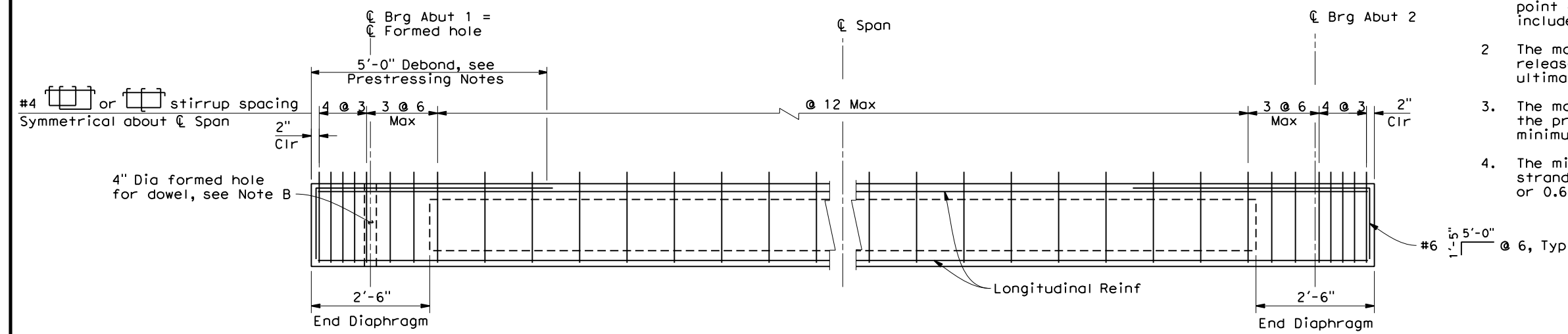
consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670



FRAMING PLAN
1/4"=1'-0"

PRESTRESSING NOTES

- 270 ksi Low Relaxation Strand:
- P = 93 kips Top CG (36" Slab Units) (C)
 - P = 496 kips Bottom CG (36" Slab Units) (C)
 - P = 124 kips Top CG (48" Slab Units) (A & B)
 - P = 713 kips Bottom CG (48" Slab Units) (A & B)
- Slab Unit
 Concrete: $f'_c = 4.0$ ksi @ 28 days
 $f'_ci = 3.5$ ksi @ time of stressing
- Debond: Length 5 ft at ends
- Strands 39.1% of Bottom Row (48" Slab Unit) (A & B)
 - 25.0% of Bottom Row (36" Slab Unit) (C)
- Number of (A) Units = 2
 Number of (B) Units = 4
 Number of (C) Units = 3
 Total Number of Units = 9
- The Jacking Force (P) is the jacking force required at the point of control along the span. The jacking force does not include any fabrication specific losses.
 - The maximum tensile stress in the prestressing steel upon release shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
 - The maximum temporary tensile stress (jacking stress) in the prestressing steel shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
 - The minimum center-to-center spacing "S" between individual strands is 1 1/2" for the 3/8" Dia strands, 1 3/4" for 1/2" Dia strands or 0.6" Dia strands.



SECTION A-A
3/4"=1'-0"

- Notes:
- A. For sections and details not shown, see "PC/PS Slab Details" sheet.
 - B. Fill holes with non shrink grout prior to placing deck.

DESIGN BY A. Hanson/J. Cruz CHECKED I. Kotsyubuk/S. McCauley	DETAILS BY P. Kenney CHECKED I. Kotsyubuk/S. McCauley	QUANTITIES BY M. Nguyen CHECKED J. Wilson	PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT	BRIDGE NO. 48C0051	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD PC/PS SLAB LAYOUT	
				PROJECT ENGINEER JUAN CRUZ, P.E.		POST MILE -
				UNIT: PROJECT NUMBER & PHASE: X		CONTRACT NO.: X

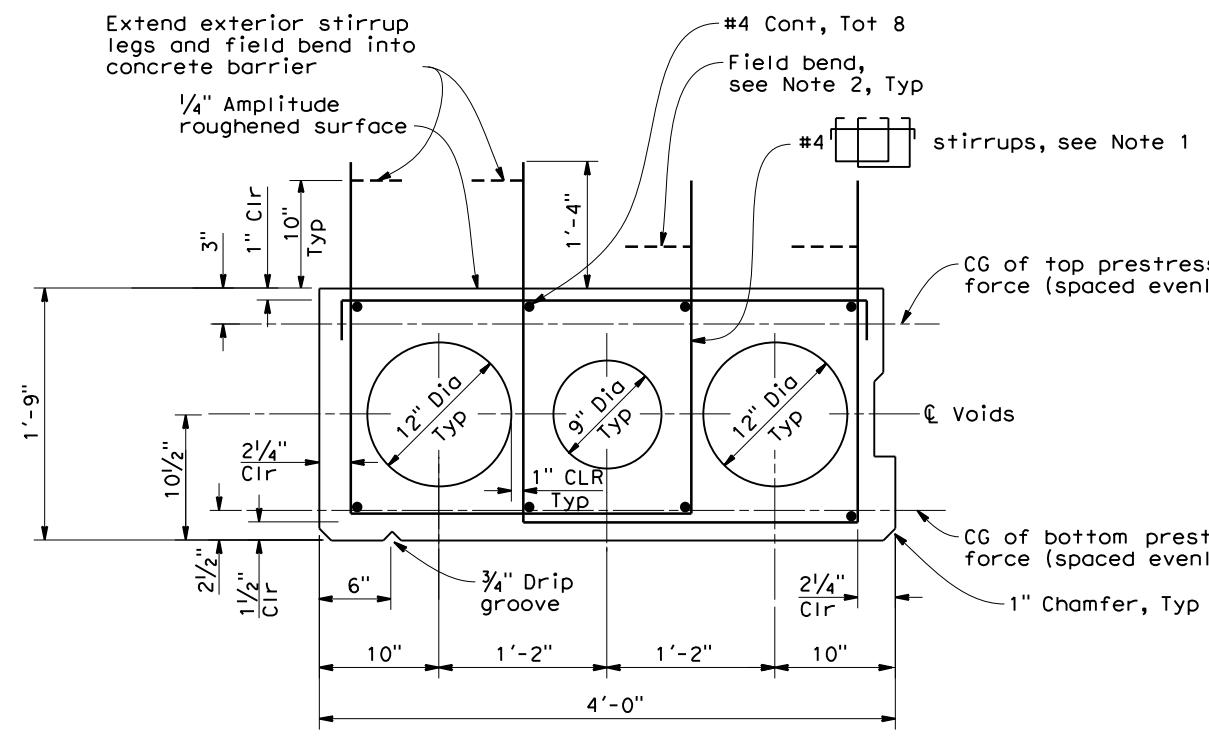
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12) ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridge\104400a-1-g_1o1.dgn

REVISION DATES	SHEET	OF
	7	16

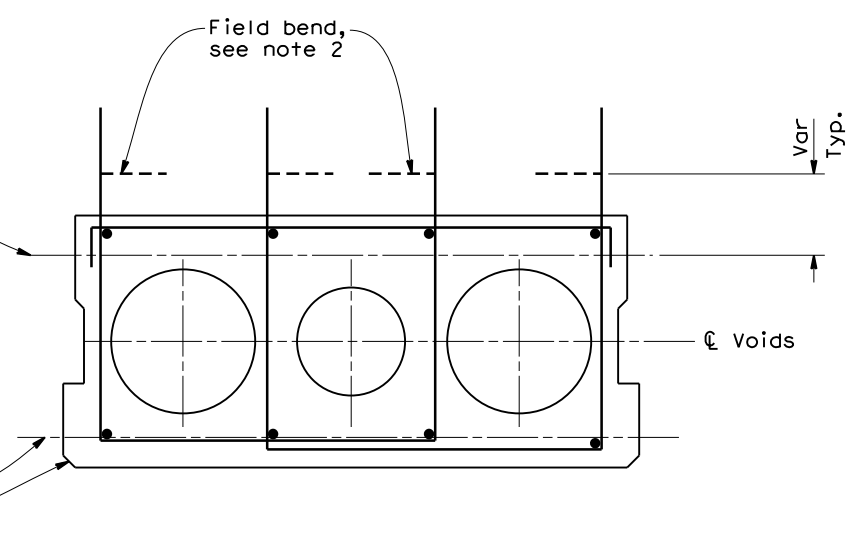
DISREGARD PRINTS BEARING EARLIER REVISION DATES

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<i>Juan Carlos Cruz</i> 4/28/23 REGISTERED CIVIL ENGINEER DATE			REGISTERED PROFESSIONAL ENGINEER No. 88803 CIVIL STATE OF CALIFORNIA		
PLANS APPROVAL DATE					
<small>THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>			CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		



Note: Left Exterior Slab Unit shown, Right Exterior Slab Unit similar

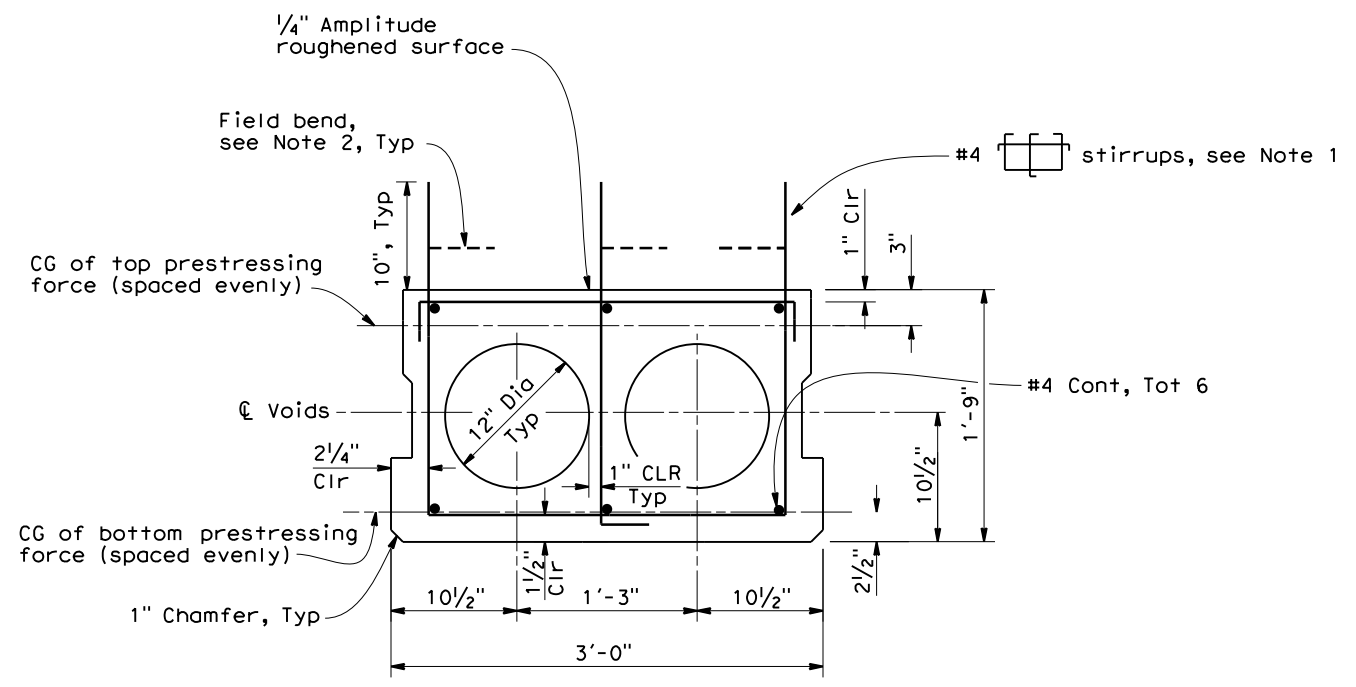
TYPICAL SECTION SIV-48 EXTERIOR UNIT (A)
1 1/2" = 1'-0"



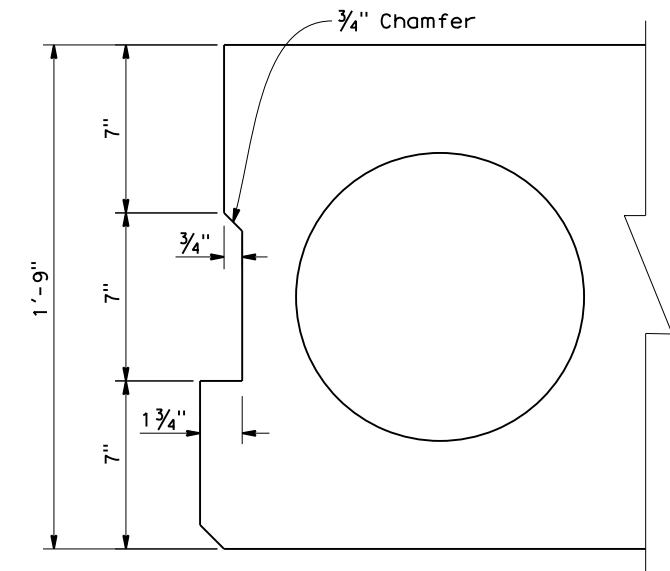
Note: For reinforcement and dimensions not shown, see "Typical Section SIV-48 Exterior Unit (A)"

TYPICAL SECTION SIV-48 INTERIOR UNIT (B)
1 1/2" = 1'-0"

- Notes:
1. See "Typical Section" sheet for reinforcement layout and clearances not shown.
 2. Slab stirrups to be field bent after slab erection.



TYPICAL SECTION SIV-36 INTERIOR UNIT (C)
1 1/2" = 1'-0"

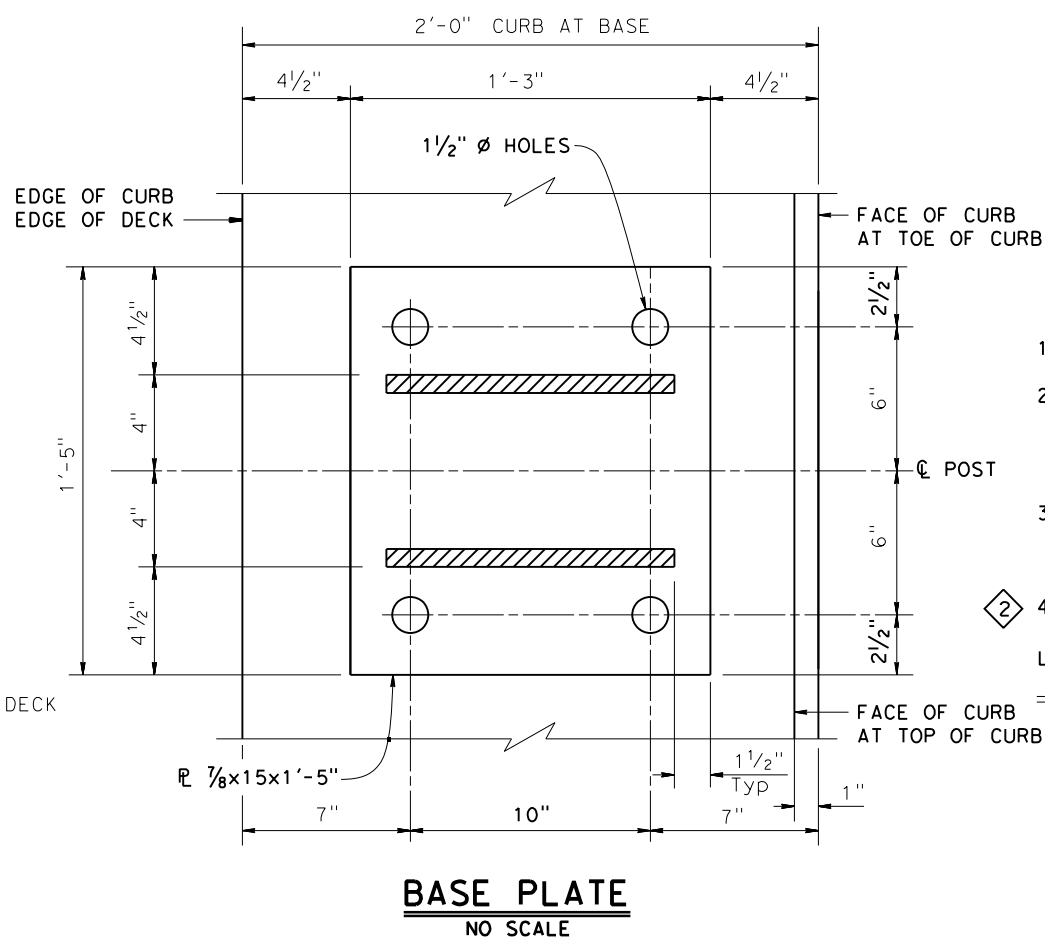
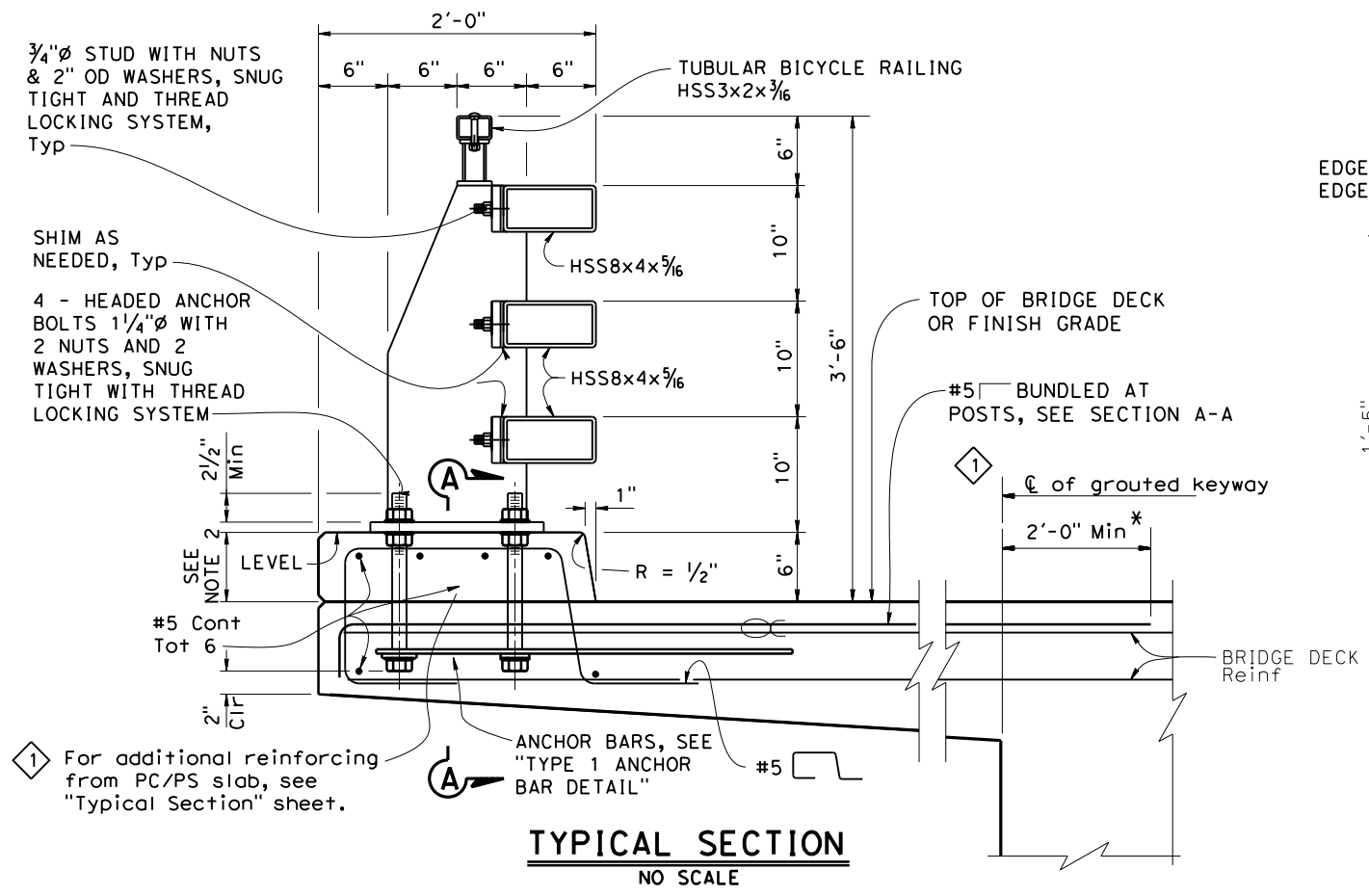


LONGITUDINAL KEYWAY DETAIL
3" = 1'-0"

DESIGN	BY	A. Hanson/J. Cruz	CHECKED	I. Kotsyubuk/S. McCauley	PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT	BRIDGE NO.	48C0051	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD PC/PS SLAB DETAILS	
	DETAILS	P. Kenney	CHECKED	I. Kotsyubuk/S. McCauley		PROJECT ENGINEER	JUAN CRUZ, P.E.		
	QUANTITIES	M. Nguyen	CHECKED	J. Wilson		POST MILE	-		
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12) ORIGINAL SCALE IN INCHES FOR REDUCED PLANS					UNIT: PROJECT NUMBER & PHASE: X CONTRACT NO.: X	DISREGARD PRINTS BEARING EARLIER REVISION DATES			
0 1 2 3					REVISION DATES	SHEET 8 OF 16	USERNAME => mason.comb@inyo.gov PLOTTED => 4/28/2023 4:46:04 PM		

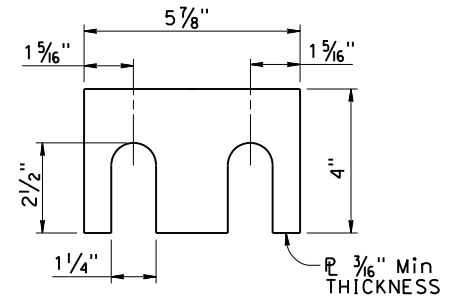
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		27	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE
 PLANS APPROVAL DATE
 THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
 CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670

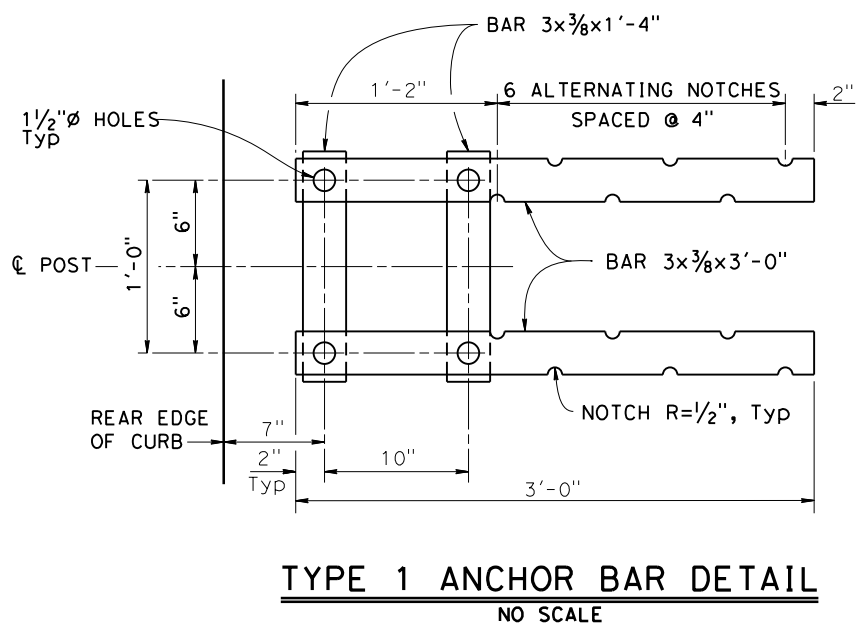
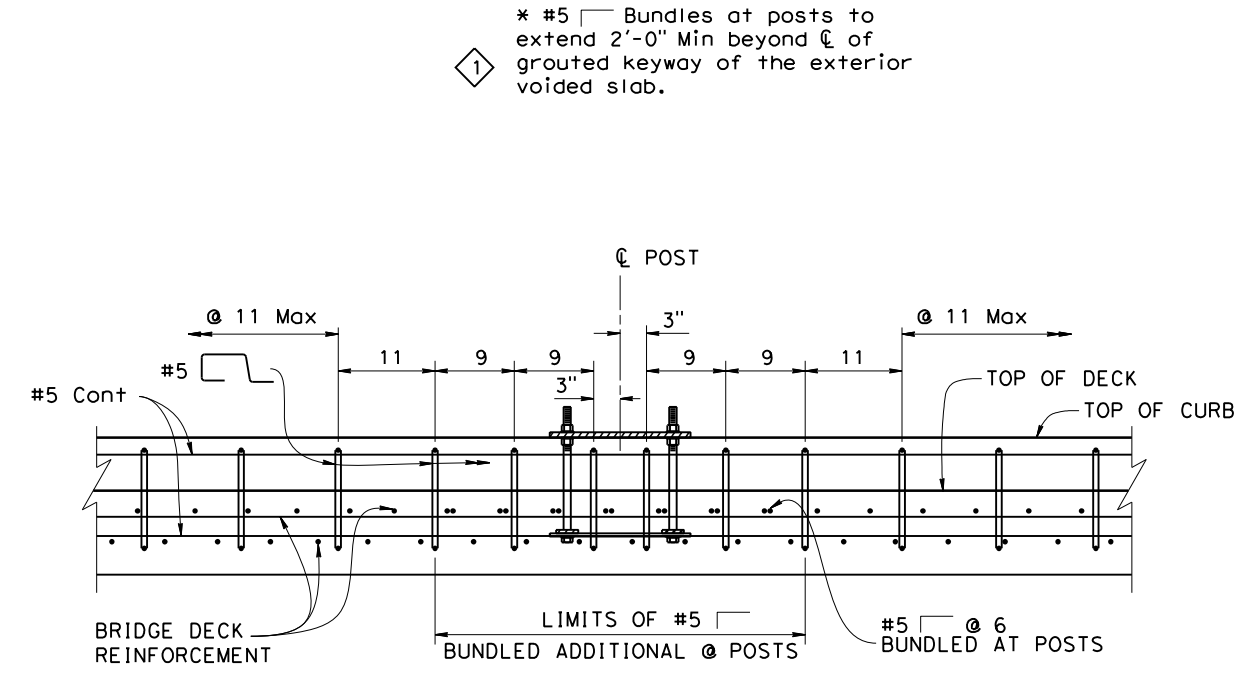
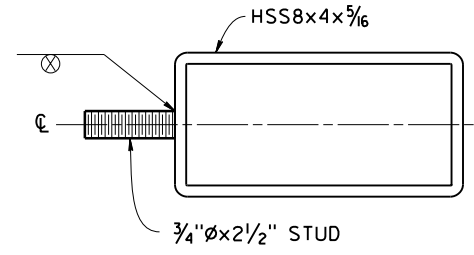


- Anchor bolts may be tack welded to anchor bars.
- Curb dimension at back side of rail will vary with bridge deck cross slope, and if overlay is placed on the bridge deck, for the same reasons, the anchor bolt lengths will vary.
- Use extra thick washers for anchor bolts, with a minimum thickness of 0.305" and a maximum thickness of 0.375".
- Galvanize all parts.

LEGEND:
 Bundled reinforcement



NOTE:
 Shim as needed between posts and HSS rail tubes.



BRIDGE STANDARD DETAILS		
xs16-116-1 FILE NO.	JULY 2022 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.

- 1 Revised Detail
- 2 Added Note

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF ENGINEERING SERVICES

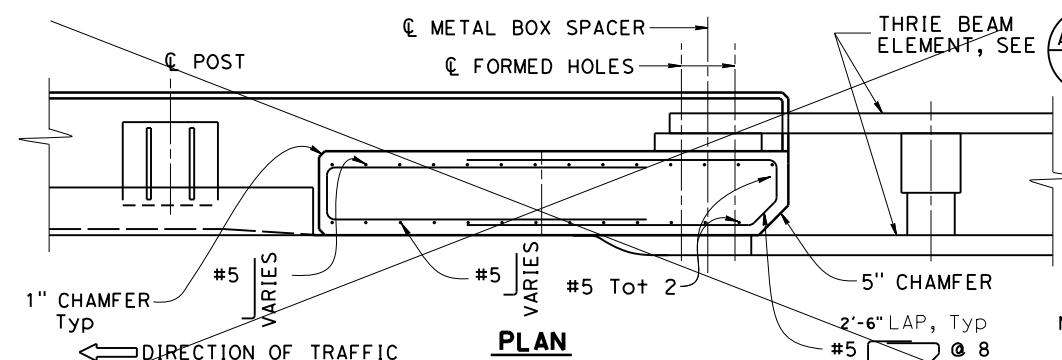
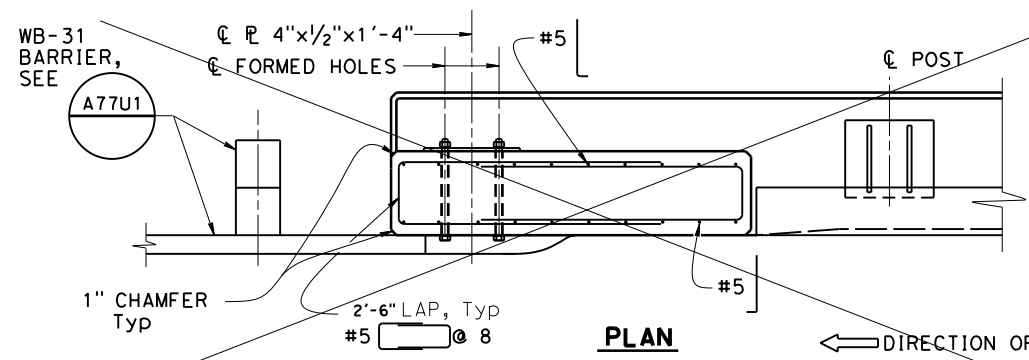
BRIDGE No. 48C0051
 POST MILE 3.37
 LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CALIFORNIA ST-75 BRIDGE RAIL DETAILS No. 1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		28	34

Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE
 JUAN C. CRUZ No. 88803
 CIVIL
 STATE OF CALIFORNIA

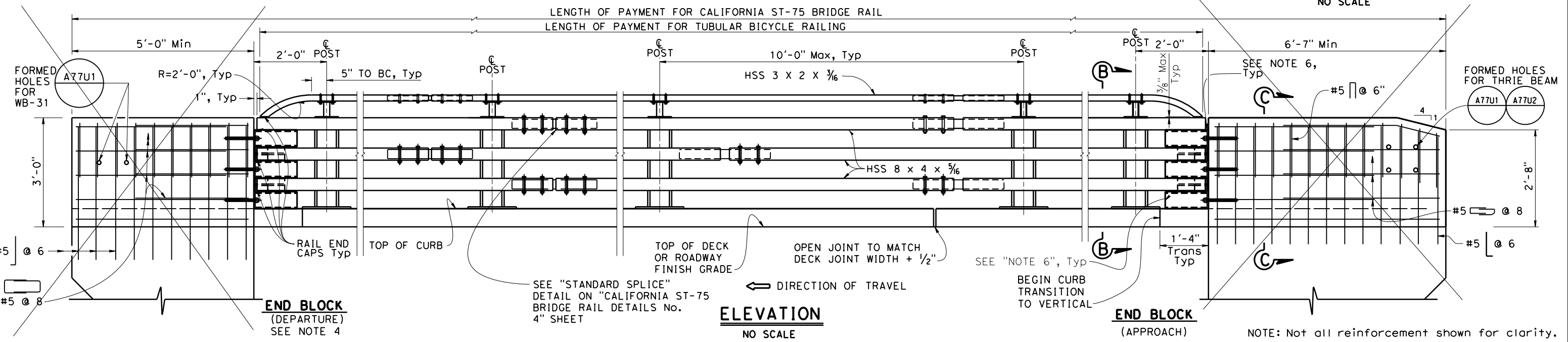
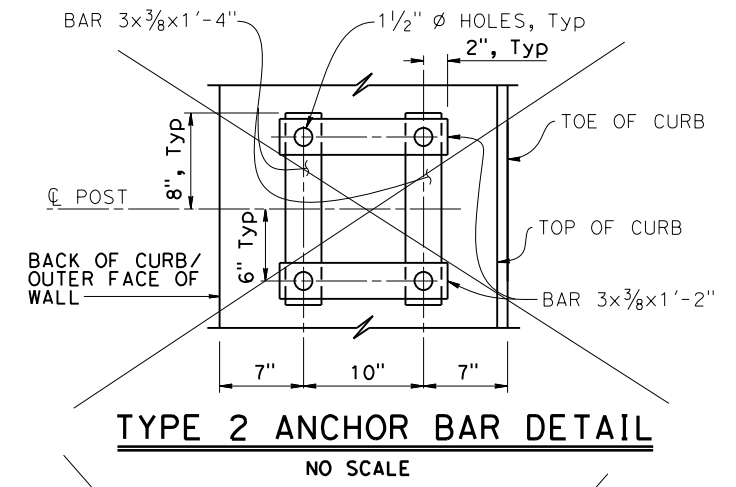
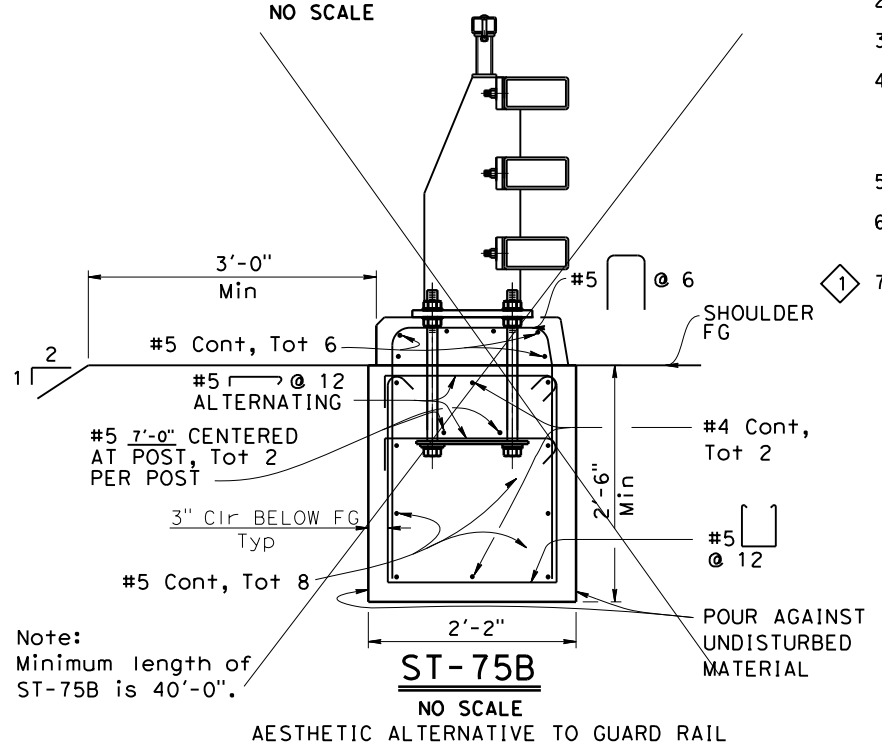
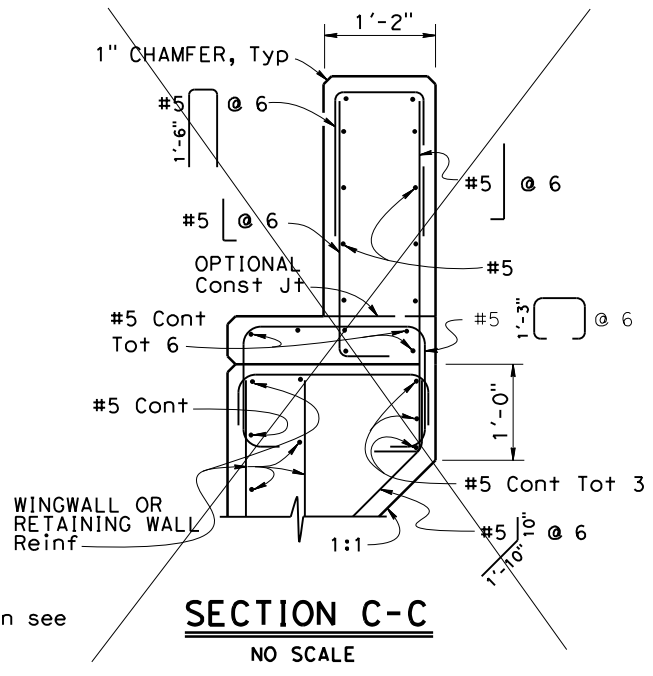
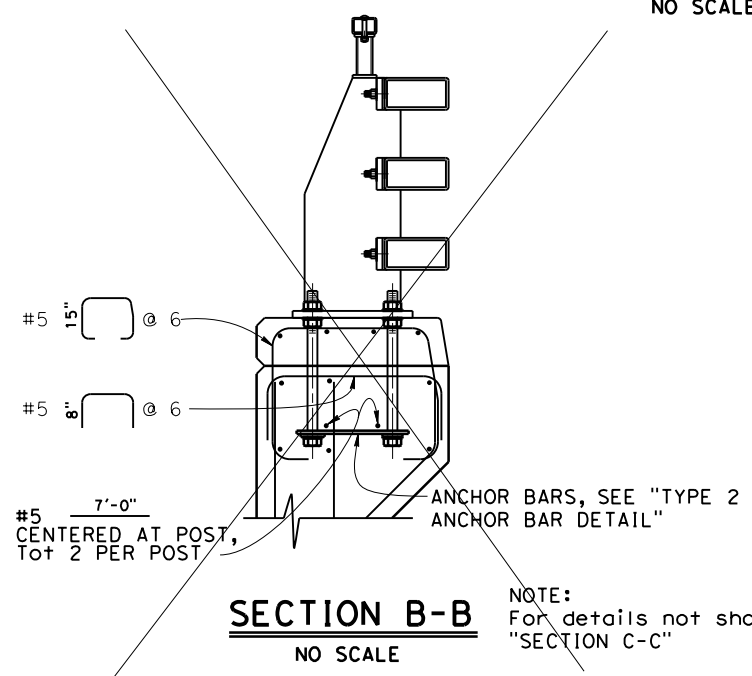
PLANS APPROVAL DATE
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 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670



NOTES:

- All horizontal members are parallel to longitudinal profile grade.
- Posts are normal to profile grade of structure.
- Posts are vertical to the transverse cross section.
- If departure end block is within the Clear Recovery Zone (CRZ, 30 feet for expressways and freeways and 20 feet for conventional highways) of opposing traffic, then use the approach end block at the departure end.
- Anchor bolts may be tack welded to anchor bars.
- For parapet shoes details see "CALIFORNIA ST-76 BRIDGE RAIL DETAILS No. 5" SHEET.
- Galvanize all parts.



BRIDGE STANDARD DETAILS

xs16-116-2	JULY 2022	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.
FILE NO.	APPROVAL DATE	

Remove Unused Details

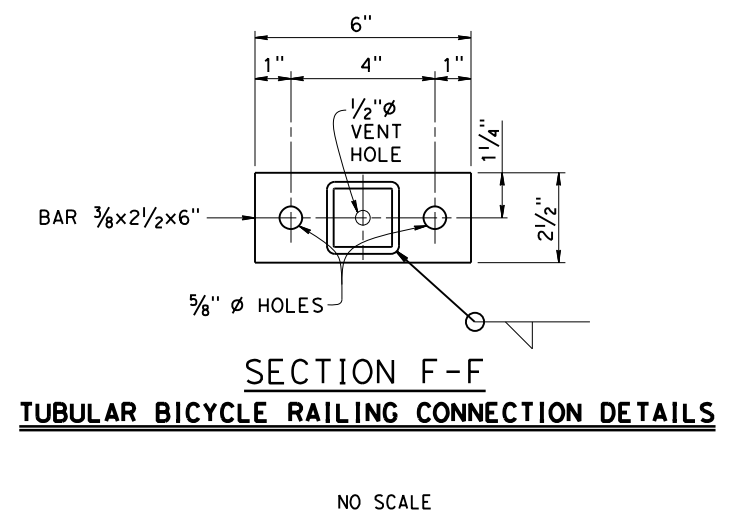
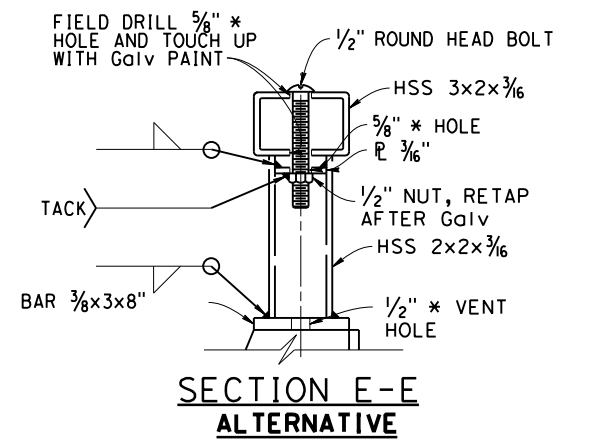
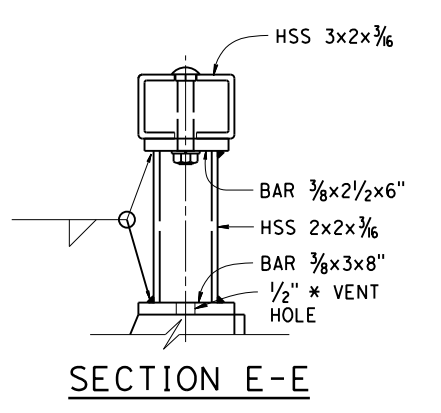
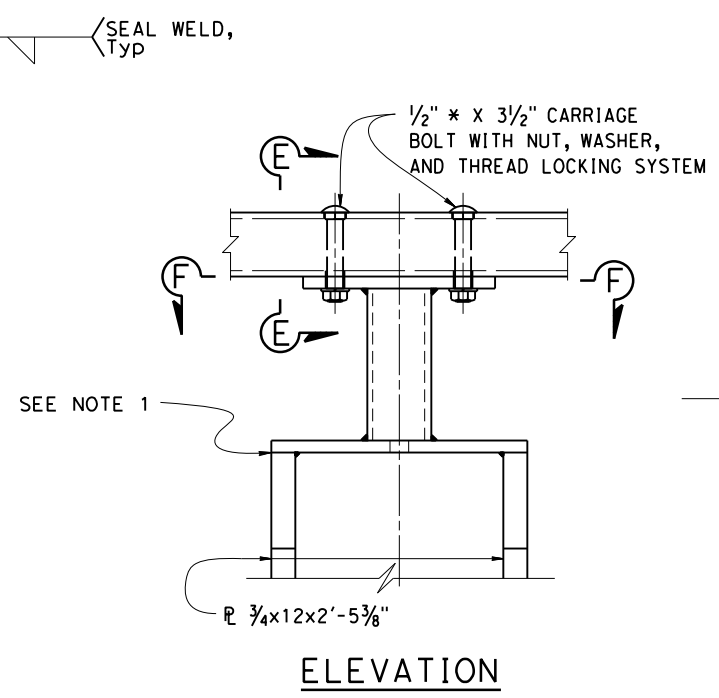
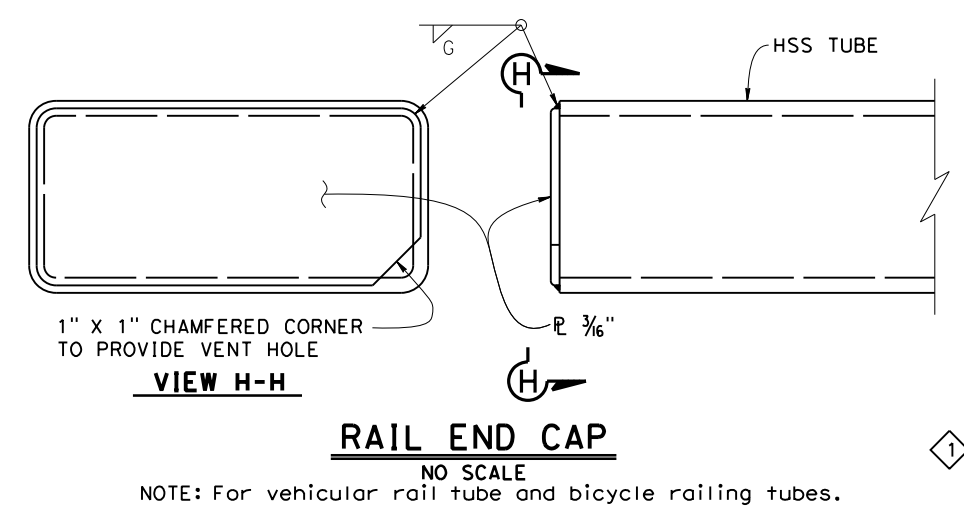
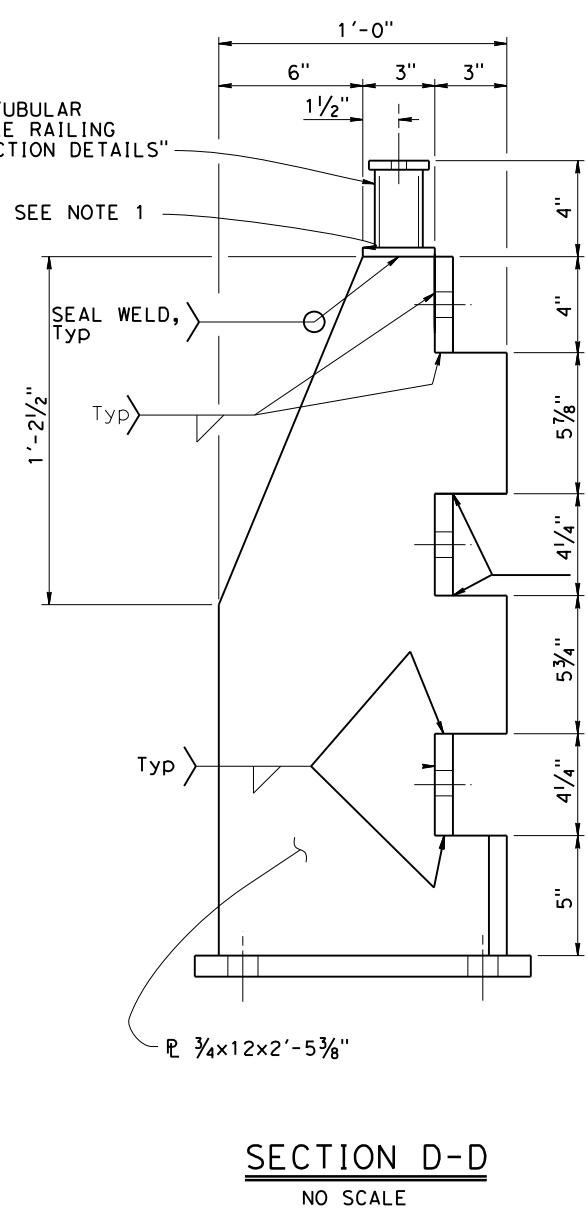
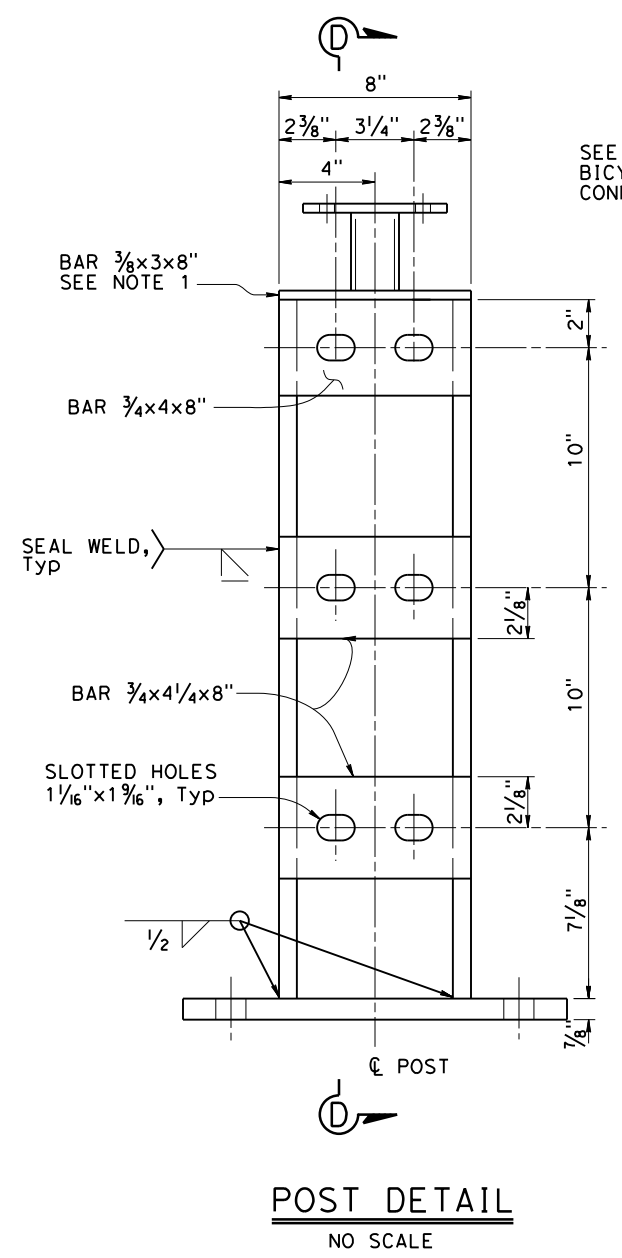
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

BRIDGE No. 48C0051
POST MILE

LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CALIFORNIA ST-75 BRIDGE RAIL DETAILS No. 2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		29	34
Juan Carlos Cruz REGISTERED CIVIL ENGINEER DATE 4/28/23					
PLANS APPROVAL DATE					
THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
			CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		




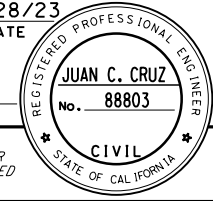

- NOTE:
- For access controlled freeways and expressways where bicycle traffic is prohibited by signage on the on-ramps, the bicycle railing (includes bar 3/8x3x8" and above) may be omitted.
 - Galvanize all parts.

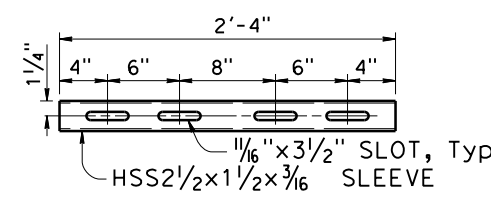
BRIDGE STANDARD DETAILS		
xs16-116-3 FILE NO.	JULY 2022 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.

Added Note

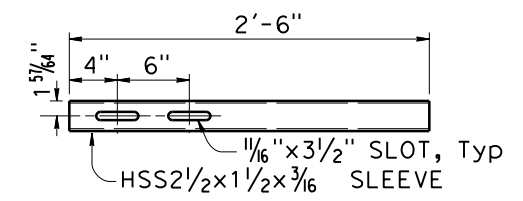
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES

BRIDGE No. **LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CALIFORNIA ST-75 BRIDGE RAIL DETAILS No. 3**

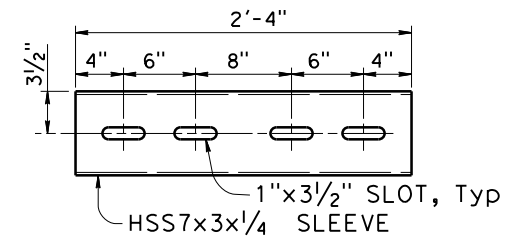
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		30	34
 REGISTERED CIVIL ENGINEER			4/28/23	DATE	
PLANS APPROVAL DATE					
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			CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670		



HSS3x2x³/₁₆ RAIL

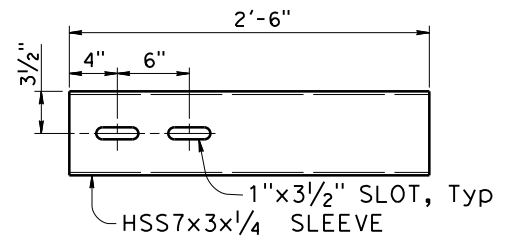


HSS3x2x³/₁₆ RAIL



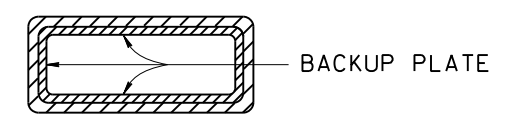
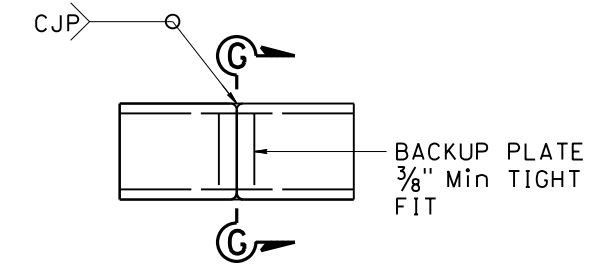
HSS8x4x⁵/₁₆ RAIL

**STANDARD SLEEVES
DETAILS
NO SCALE**



HSS8x4x⁵/₁₆ RAIL

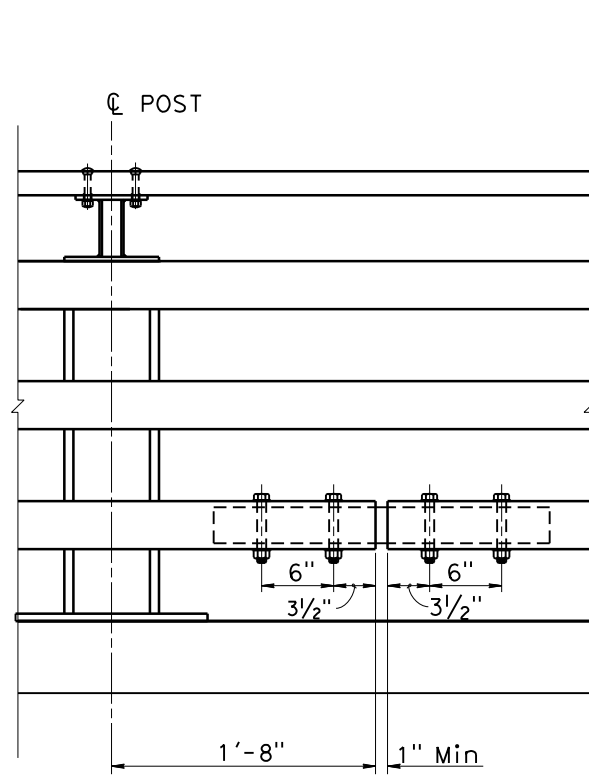
**EXPANSION SLEEVES
DETAILS
NO SCALE**



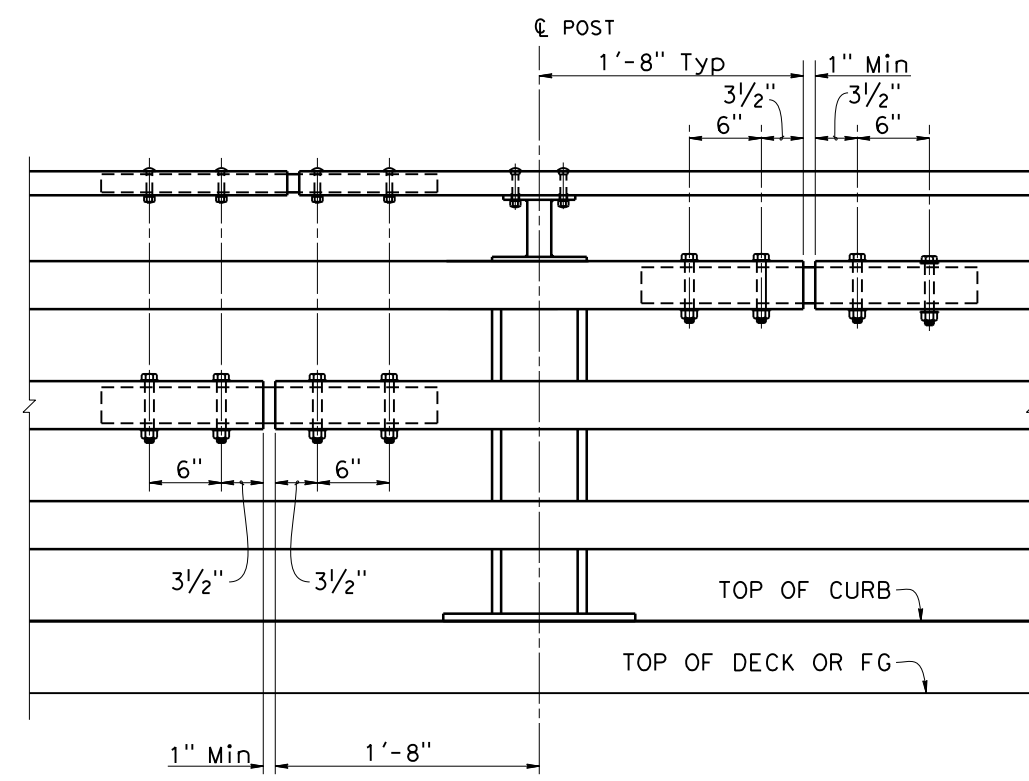
**SECTION G-G
ALTERNATE TUBE
WELDED STANDARD SPLICE
NO SCALE**

NOTES:

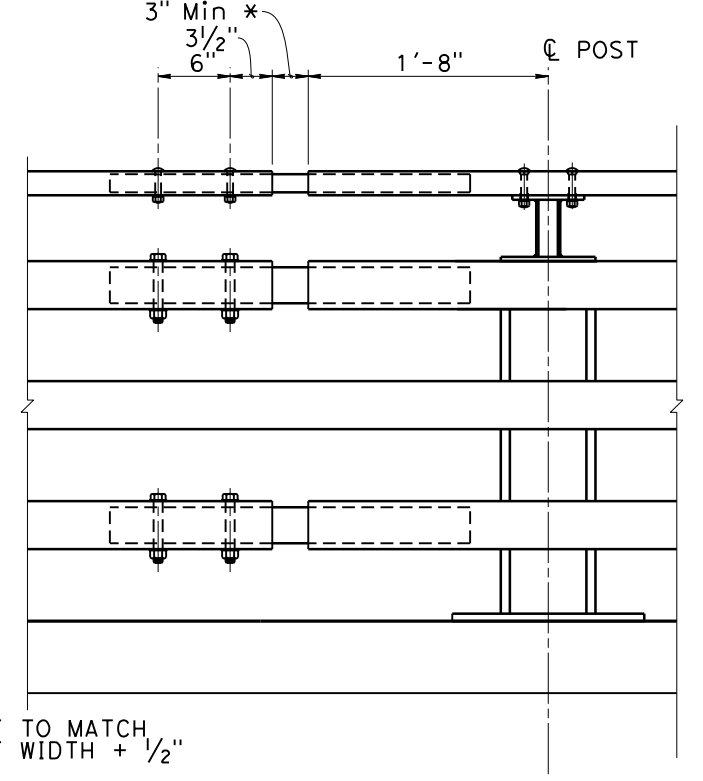
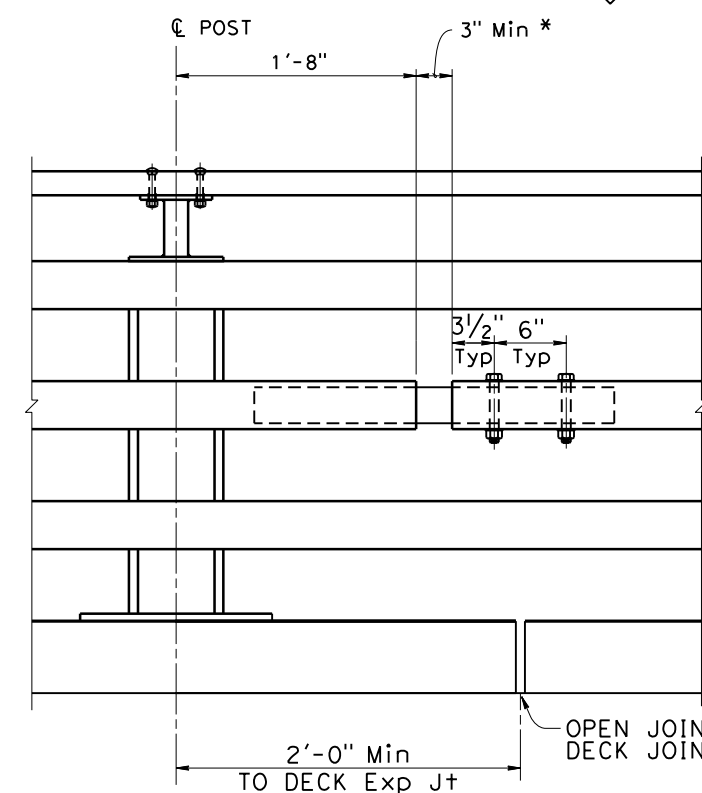
1. HS bolts with nut and washers, snug tightened, and thread locking system.
2. Use 1/2" ϕ x 3 5/16 BOLTS (HSS3x2x3/16)
Use 3/4" ϕ x 5 5/16 BOLTS (HSS8x4x5/16)
3. Each rail length must be continuous over a minimum of two posts.
4. The fabricator must check that the tubular sleeve splices conform to the dimensions indicated to assure proper clearance.
5. Except for expansion splices, not more than one splice permitted per same side of post.
6. Galvanize all parts.



**STANDARD SPLICE
NO SCALE**



**EXPANSION SPLICE
NO SCALE
* Match deck or wall joint**



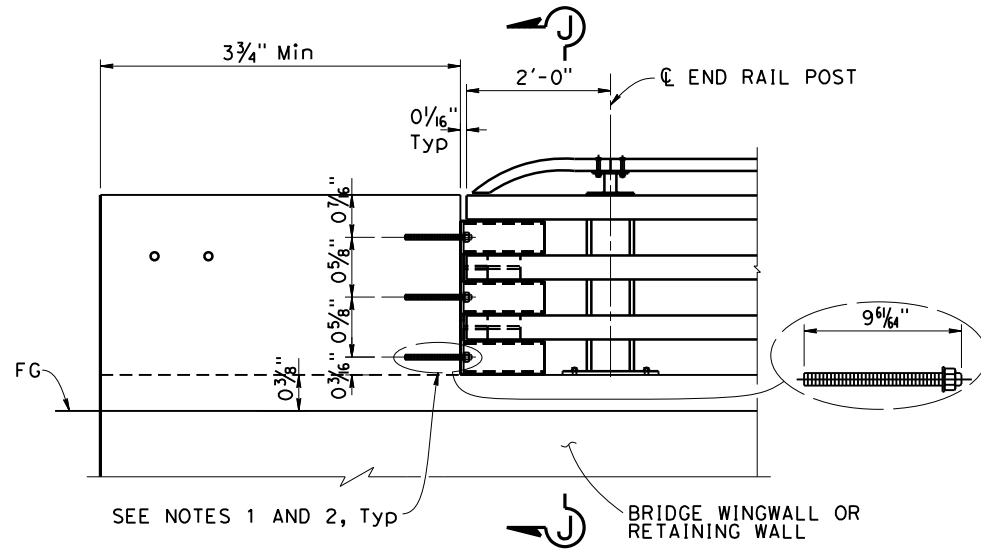
BRIDGE STANDARD DETAILS		
xs16-116-4 FILE NO.	JULY 2022 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California

1 Added Note

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES

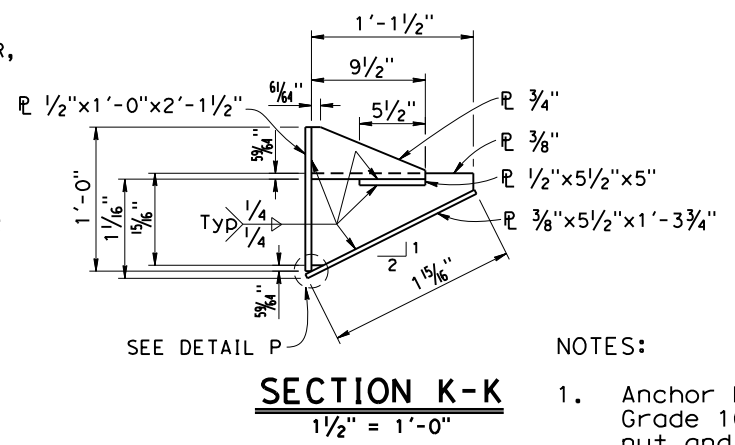
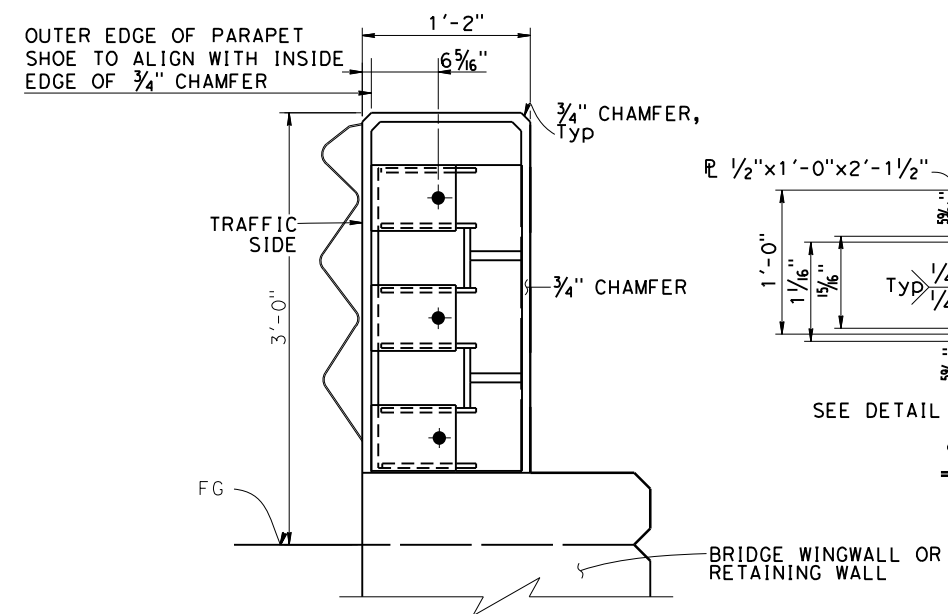
BRIDGE No. **LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CALIFORNIA ST-75 BRIDGE RAIL DETAILS No. 4**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		31	34
Juan Carlos Cruz 4/28/23 REGISTERED CIVIL ENGINEER DATE					
PLANS APPROVAL DATE					
<small>THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					
				CONSOR 11017 COBBLEROCK DRIVE RANCHO CORDOVA, CA 95670	

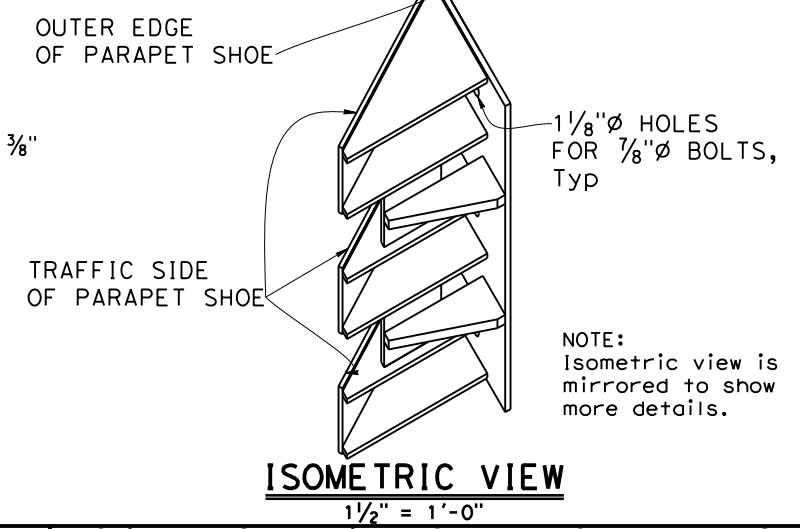
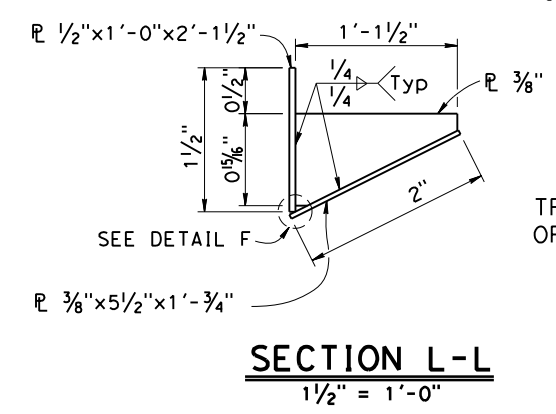
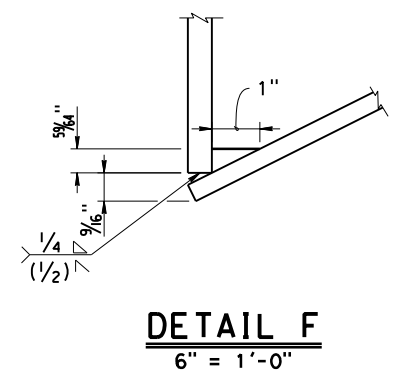
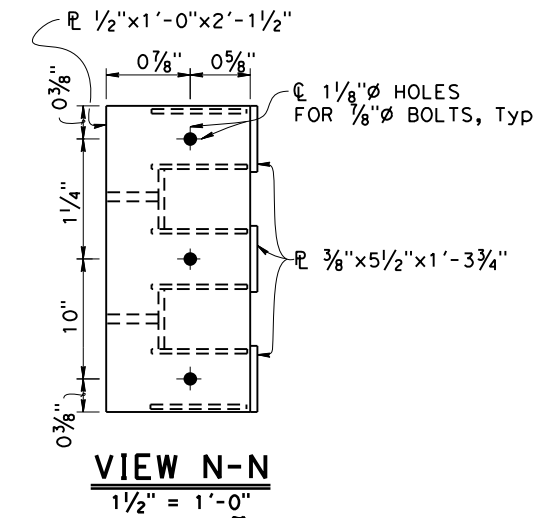
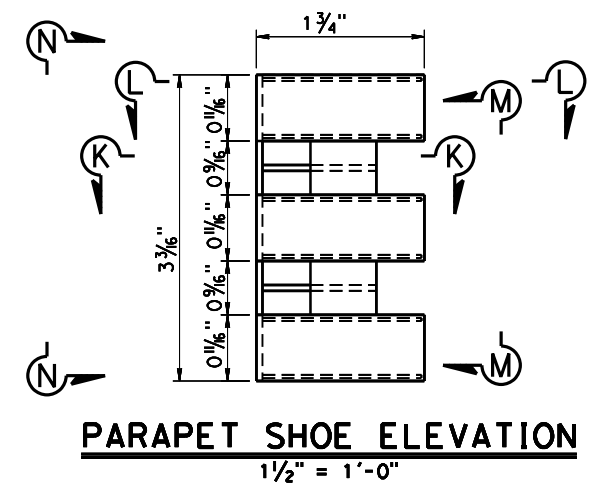
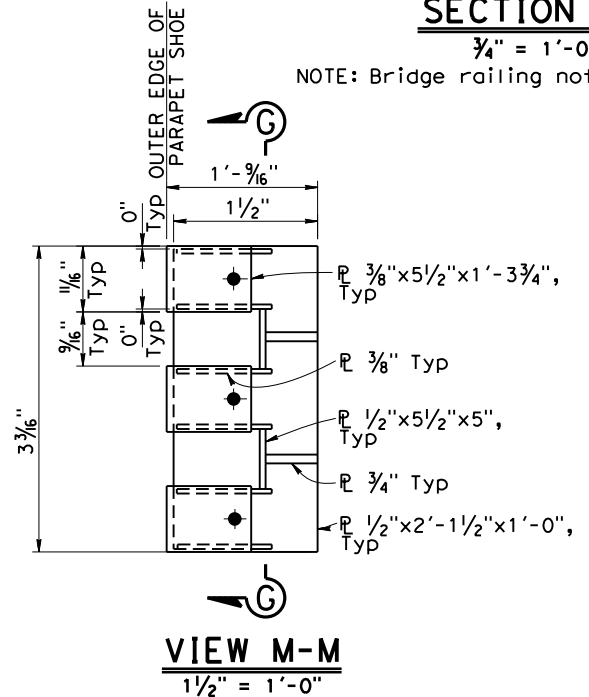
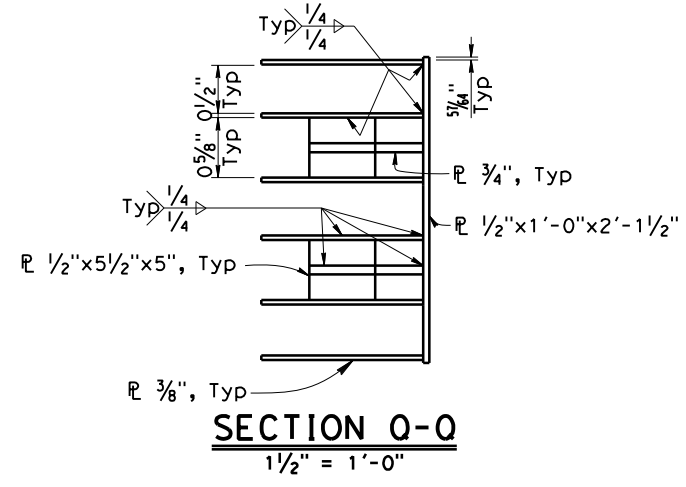


PARAPET SHOE AT DEPARTURE END BLOCK

3/4" = 1'-0"
NOTE: Parapet shoe connection to approach end block is similar.



- NOTES:
- Anchor bolts must be 7/8" Dia and ASTM F1554 Grade 105 fully threaded rods with heavy hex nut and one hardened washer (1 3/4" OD) each. Embed threaded rods 8" into concrete anchor block with DRILL AND BOND (CHEMICAL ADHESIVE) anchorage system.
 - DRILL AND BOND (CHEMICAL ADHESIVE) anchorages is subjected to approval of Engineer. Installation procedure must comply with manufacture's instructions.
 - Galvanize all parts.



BRIDGE STANDARD DETAILS		1 Added Note The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DIVISION OF ENGINEERING SERVICES	BRIDGE No. 48C0051 POST MILE	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CALIFORNIA ST-75 BRIDGE RAIL DETAILS No. 5	REVISION DATES	SHEET	OF
2016-110-5 FILE NO.	JULY 2022 APPROVAL DATE						DISREGARD PRINTS BEARING EARLIER REVISION DATES	13	16
Refer to: http://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html		DATE PLOTTED => 4/28/2023 FILE => S:\Client\Inyo\104-400 Walker\ES&MS09\Drawings\Standard Plans\104400-ks16-116-5.dgn	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE:	CONTRACT No.:	3			

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		32	34

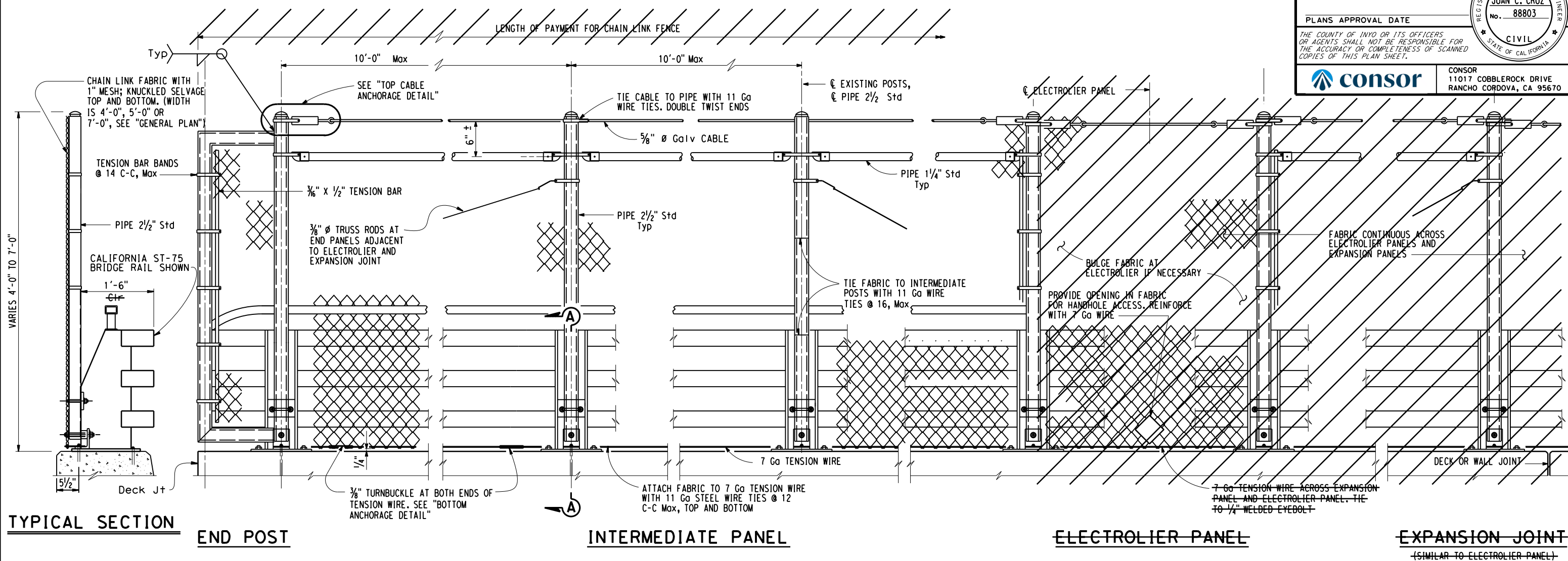
Juan Carlos Cruz 4/28/23
 REGISTERED CIVIL ENGINEER DATE

JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA

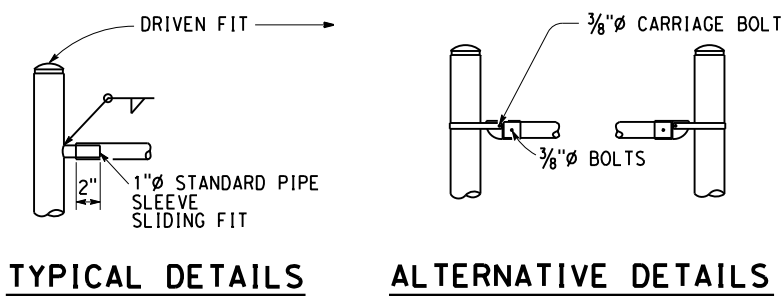
PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670



1 ELEVATION
 1" = 1'-0"



END BRACE DETAILS
 1/2" = 1'-0"

TOP CABLE ANCHORAGE DETAIL
 NO SCALE

NOTE:
 THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

- NOTES:
1. Posts shall be vertical.
 2. Railing shall conform to horizontal and vertical alignment.
 3. When rail is on slope, place fabric parallel to post.
 4. Alternative details may be submitted by the Contractor for Engineer approval.
 5. Provide thimbles at all cable loops
 6. Peen all 3/8" Dia bolts
 7. See "GENERAL PLAN" for end post location
 8. At intermediate posts only. Contractor has the option of either 1/8" x 2" strap or 1/4" anchor plate with eyebolt
 9. For "SECTION A-A", see "CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2" sheet
 10. Payment of Chain Link Railing Type 2 is included with the cost of the California ST-75 Barrier
 11. Galvanize all parts

REVISED BRIDGE STANDARD DETAILS xs16-150-1 FILE NO.			July 2014 APPROVAL DATE			<i>The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.</i>			1 Revised Detail 2 Revised Title 3 Change in Payment Method 4 Added Note			STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			DIVISION OF ENGINEERING SERVICES			BRIDGE NO. 48C0051 POST MILE -			LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 1								
Refer to: https://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html						FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridge\104400a-xs16-150-1.dgn USERNAME => mason.dambacher TIME PLOTTED => 4:46:34 PM DATE PLOTTED => 4/28/2023						ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3			UNIT: PROJECT NUMBER & PHASE:			CONTRACT NO.:			DISREGARD PRINTS BEARING EARLIER REVISION DATES			REVISION DATES 6-28-14 7-13-16			SHEET 14 OF 16		

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
09	INY	CR		33	34

REGISTERED CIVIL ENGINEER
 JUAN C. CRUZ
 No. 88803
 CIVIL
 STATE OF CALIFORNIA

4/28/23
 DATE

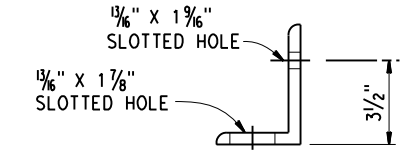
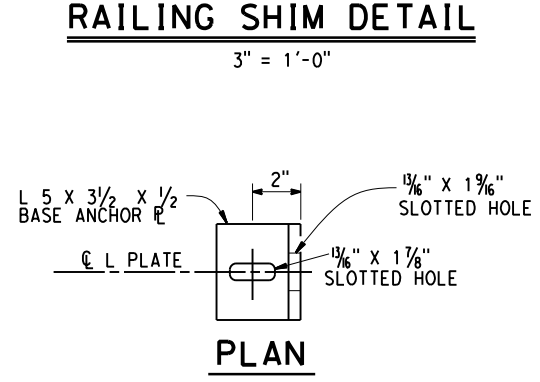
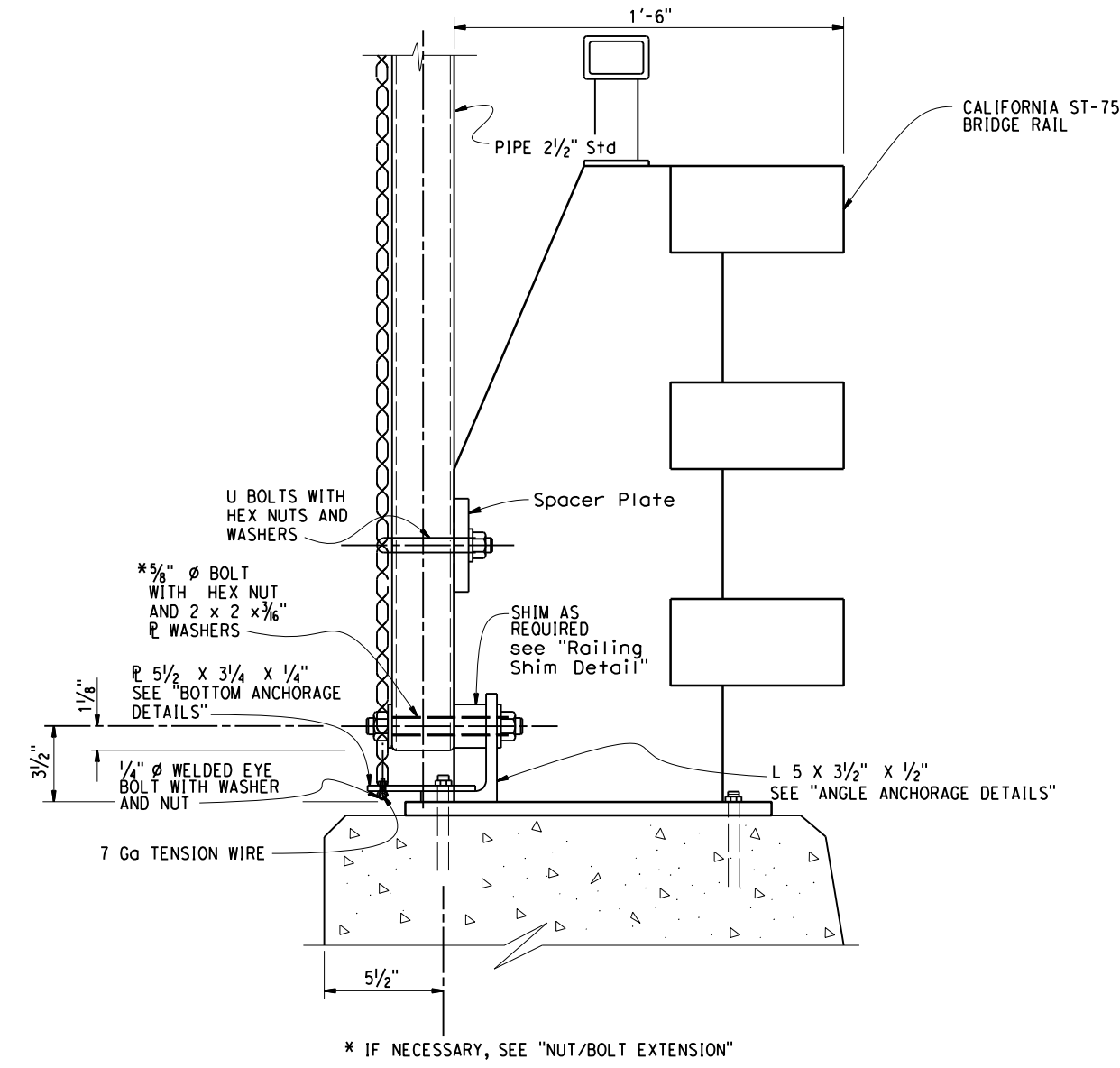
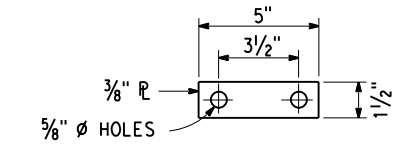
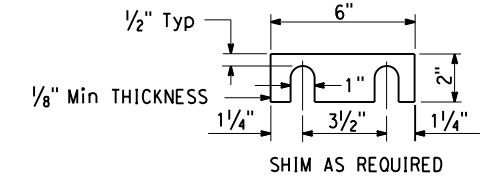
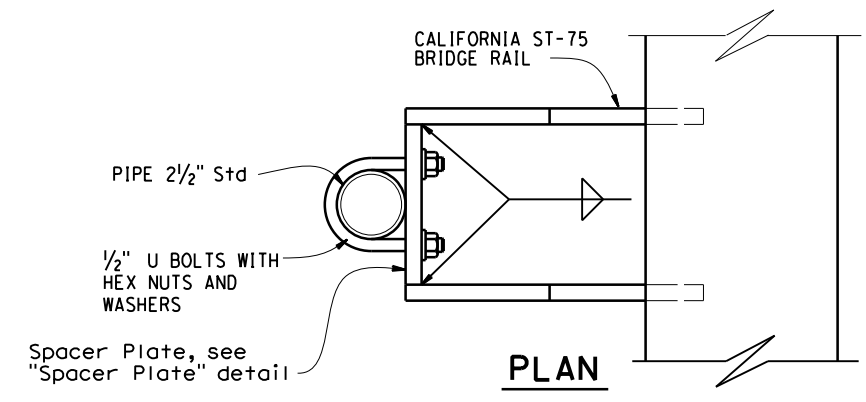
PLANS APPROVAL DATE

THE COUNTY OF INYO OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

consor
 CONSOR
 11017 COBBLEROCK DRIVE
 RANCHO CORDOVA, CA 95670

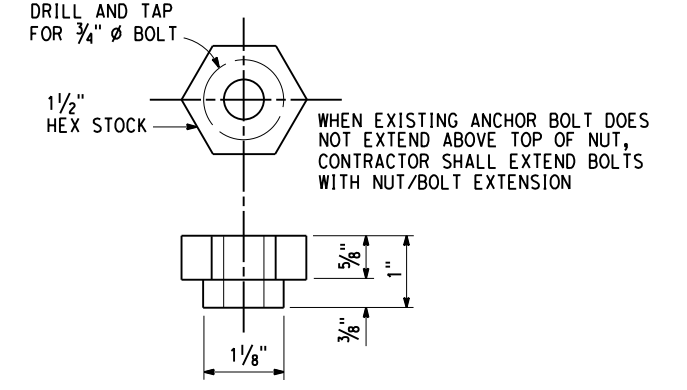
NOTES

- 3 Galvanize all parts



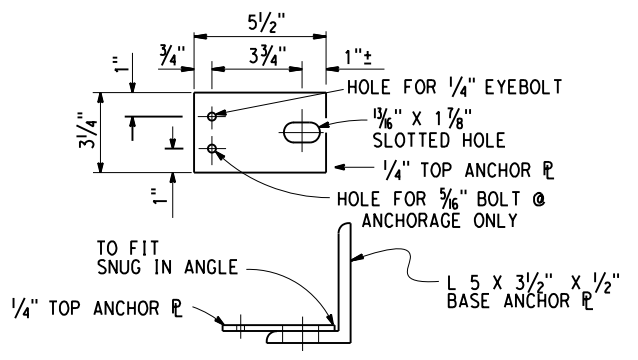
ANGLE ANCHORAGE DETAIL

3" = 1'-0"



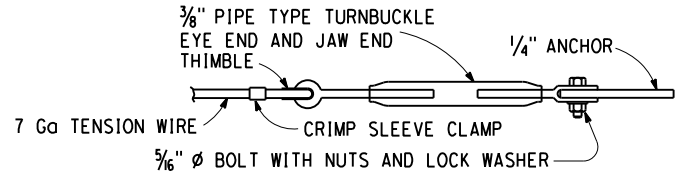
NUT/BOLT EXTENSION

NO SCALE



BOTTOM ANCHORAGE DETAILS

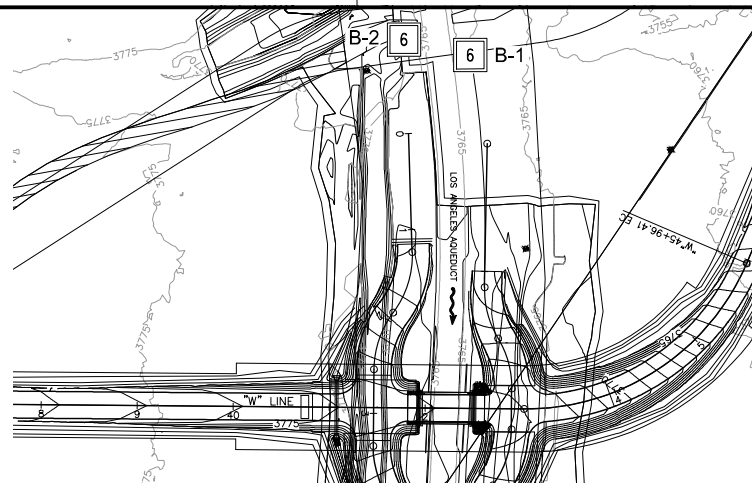
3" = 1'-0"



REVISED BRIDGE STANDARD DETAILS xs16-150-2 FILE NO. July 2014 APPROVAL DATE The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California.			1 Revised Detail 2 Revised Title 3 Added Note			STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			DIVISION OF ENGINEERING SERVICES			BRIDGE NO. 48C0051 POST MILE - LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD CHAIN LINK RAILING TYPE 2 ST-75 DETAILS No. 2		
Refer to: https://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html			FILE => S:\Client\Inyo\104-400 Walker Creek\500-Design\505 - CADD Files\Bridges\104400a-xs16-150-2.dgn USERNAME => mason.dambacher TIME PLOTTED => 4:46:38 PM DATE PLOTTED => 4/28/2023			ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3			UNIT: PROJECT NUMBER & PHASE: CONTRACT NO.:			DISREGARD PRINTS BEARING EARLIER REVISION DATES REVISION DATES: 6-28-14 7-13-16 SHEET 15 OF 16		

NOTES:


1. 1.5-INCH DIAMETER SAMPLES WERE TAKEN USING A STANDARD PENETRATION TEST (SPT) SPLIT BARREL SAMPLER WITH AN INSIDE DIAMETER (ID) OF 1.5 INCHES AND AN OUTSIDE DIAMETER (OD) OF 2.0 INCHES.
2. 2.5-INCH DIAMETER RING SAMPLES WERE TAKEN USING A CALIFORNIA SPLIT BARREL SAMPLER WITH AN ID OF 2.5 INCHES AND AN OD OF 3.0 INCHES.
3. ALL DRIVE SAMPLES WERE DRIVEN WITH 140 LB HAMMER WITH A FALLING HEIGHT OF 30 INCHES.
4. ELEVATION BASED ON PLANS (104400jbb.dgn) FROM CONSOR ENGINEERS, FILE DATED 11/21/2019.




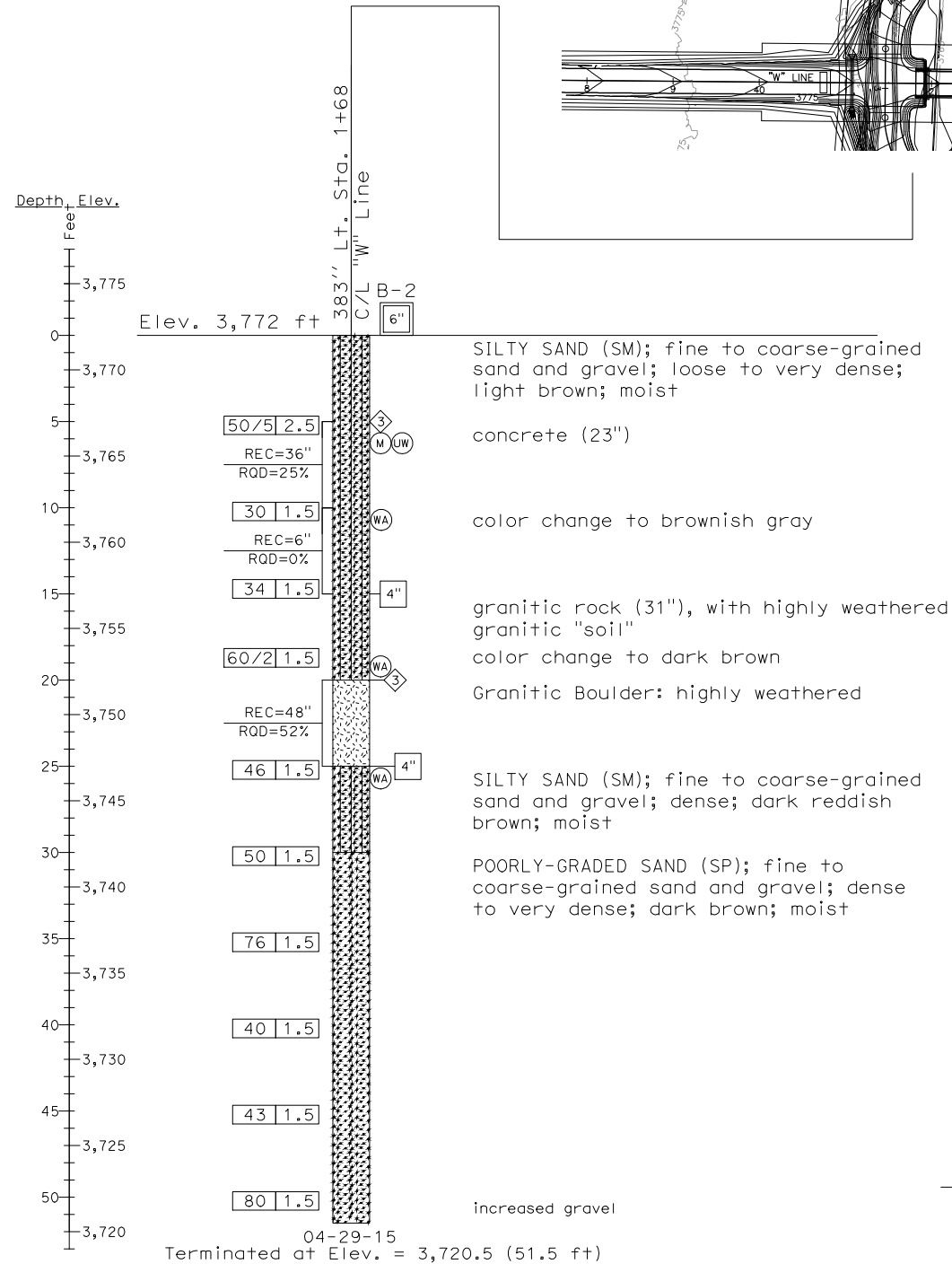
PLAN

SCALE: 1"=100'

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
09	Iny	C.R.	-	34	34

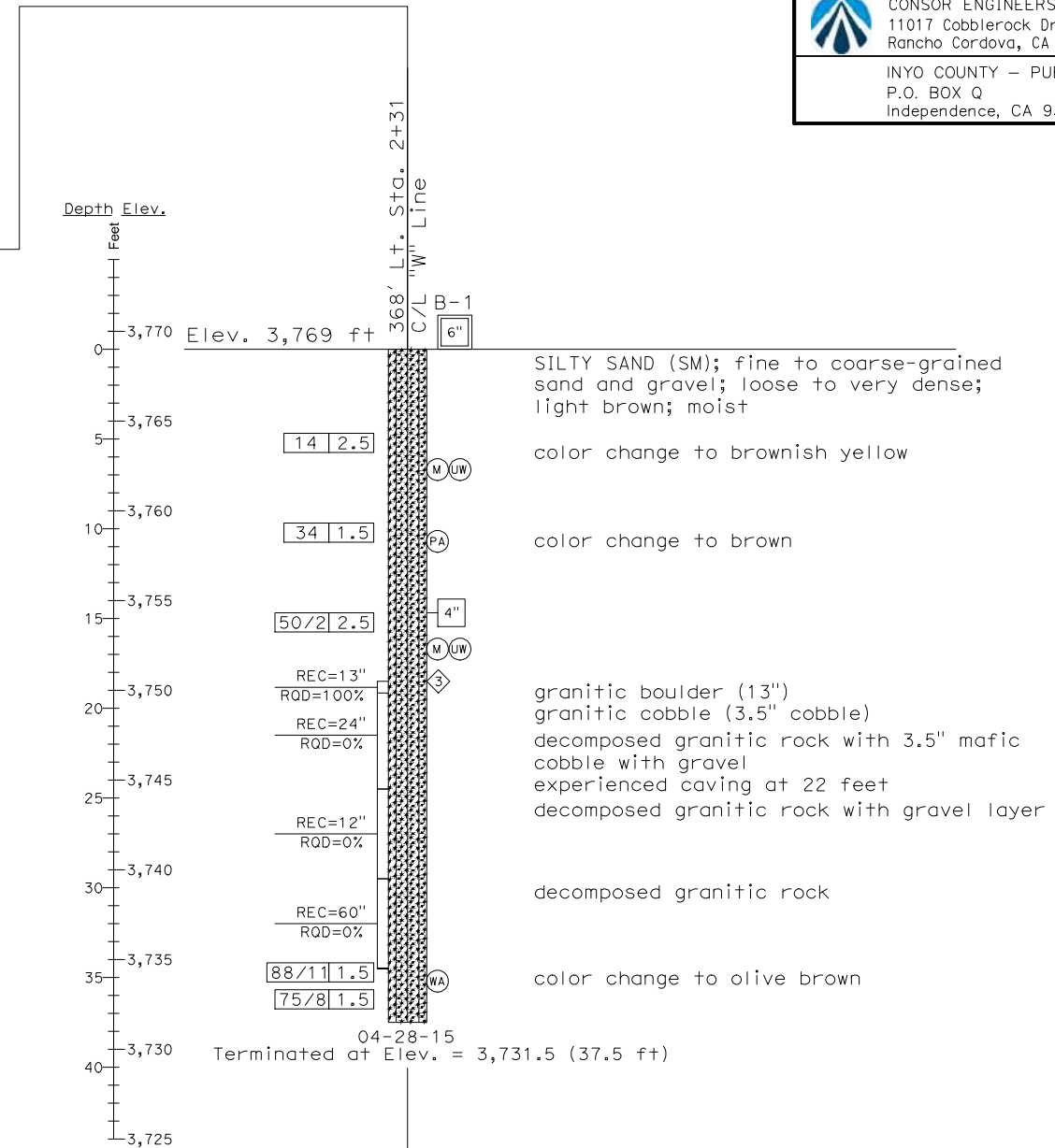

 REGISTERED ENGINEER DATE 5/2/23
 Stephen P. Plauson
 No. 2731
 GEOTECHNICAL
 STATE OF CALIFORNIA
 PLANS APPROVAL DATE
 The County or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.


CONSOR ENGINEERS
 11017 Coblerock Drive, Suite 100
 Rancho Cordova, CA 95670
 INYO COUNTY - PUBLIC WORKS DEPARTMENT
 P.O. BOX Q
 Independence, CA 93526



PROFILE

SCALE: 1"=10' HORIZONTAL
SCALE: 1"=5' VERTICAL



"W" LINE

DRAWN BY X	CHECKED X	PREPARED FOR THE INYO COUNTY PUBLIC WORKS DEPARTMENT	JUAN CRUZ, P.E. PROJECT ENGINEER	BRIDGE NO.	LOS ANGELES AQUEDUCT BRIDGE ON WALKER CREEK ROAD
				48C0051	
DETAILS BY X	CHECKED X			POST MILE	LOG OF TEST BORINGS
DESIGN DETAIL SHEET (ENGLISH) (REV.03/14/12)		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE: X	CONTRACT NO.: X	REVISION DATES
			FILE => \$REQUEST	DISREGARD PRINTS BEARING EARLIER REVISION DATES	SHEET 16 OF 16

DATE PLOTTED => \$DATE USERNAME => \$USER TIME PLOTTED => \$TIME



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4202

Minutes Correction for Quincy Engineering Contract Amendment No. 1

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize correction of the July 27, 2021 Minutes and corresponding Board Order for the Quincy Engineering Contract Amendment No. 1, so that the record reflects the contract end date of June 30, 2024 as intended.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the July 27, 2021 meeting of the Board of Supervisors, the Board approved Amendment 1 to the Contract with Quincy Engineering, which should have extended the contract to June 30, 2024, or until project completion. Unfortunately, there was a typo in the Agenda Request Form, which requested extending the term end date from July 31, 2021 to June 30, 2023. The language with the typo was subsequently published on the agenda and approved by the Board. The Amendment was signed by all parties, with an end date of June 30, 2024, or until project completion. The minutes and corresponding Board Order need to be corrected so that the correct contract end date is reflected in the record.

FISCAL IMPACT:

Funding Source	Highway Bridge Project funding from the Federal Highway Administration	Budget Unit	034601
Budgeted?	Yes	Object Code	5735 (Carroll) and 5736 (Walker)
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Quincy Engineering Amendment No. 1
2. Amended Minutes - Draft
3. Amended Board Order - Draft

APPROVALS:

Travis Dean	Created/Initiated - 9/27/2023
Darcy Ellis	Approved - 9/27/2023
Travis Dean	Approved - 9/27/2023
Ashley Helms	Approved - 9/28/2023
Grace Chuchla	Approved - 10/5/2023
Breanne Nelums	Approved - 10/5/2023
Amy Shepherd	Approved - 10/5/2023
John Pinckney	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023

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 27th day of July 2021 an order was duly made and entered as follows:

*Public Works –
Quincy Engineering
Amendment 1*

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 4, 2021

WITNESS my hand and the seal of said Board this 27th
Day of July, 2021



LESLIE CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Ashley Helms

SUBJECT: Amendment 1 to the Contract with Quincy Engineering

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project. The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. Both projects are in the final phases of the right of way process and Public Works will be requesting construction funding be moved up to federal fiscal year 2022. The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

2/13/2014 Original On-Call Contract with Quincy
2014 - 2017 Various amendments to the original contract adding design services for the two projects to the scope of work
7/10/2018 Current contract awarded (original on-call contract could not extend beyond 5 years due to federal requirements)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this contract are paid from Budget 034601 (State Funded Road), Object Codes 5735 (Carroll) and 5736 (Walker).

ATTACHMENTS:

1. 20180710PW - QuincyEngineeringContract
2. Quincy Engineering Contract Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Michael Errante	Final Approval - 7/16/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

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

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

1. The term of the Agreement is extended to June 30, 2024, or until project completion.


The effective date of this amendment to the Agreement is July 27, 2021.

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

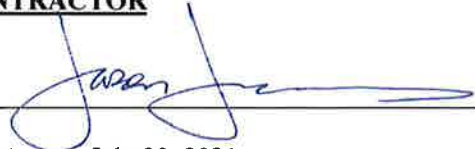
**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY OF July, 2021.

COUNTY OF INYO

By: 
Dated: 7-27-2021

CONTRACTOR

By: 
Dated: July 20, 2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

MINUTES



County of Inyo Board of Supervisors

July 27, 2021

AMENDED BY BOARD ORDER 10.10.23

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:38 a.m., on July 27, 2021, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present in person and broadcasting over webinar per California Governor Executive Orders N-25-20 and N-08-21: Chairperson Jeff Griffiths, presiding, Dan Totheroh, Rick Pucci, Jennifer Roeser, and Matt Kingsley. Also present: Assistant County Administrative Officer Leslie Chapman, Assistant Clerk of the Board Darcy Ellis, and County Counsel Marshall Rudolph.

Public Comment Chairperson Griffiths asked if there was any public comment pending for items not calendared on the agenda.

Several individuals addressed the Board to express their outrage and demand transparency, accountability, and justice in the aftermath of the use-of-force incident involving Inyo County Sheriff deputies and Bishop resident George Barlow III, who is hospitalized with serious injuries. Jolie Varela submitted a comment letter, which she also read aloud.

Chairperson Griffiths noted that, per the Brown Act, the Board cannot engage in conversation during the Public Comment period.

Closed Session Chairperson Griffiths recessed open session at 8:39 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9: one potential case; No. 3. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Administrator; No. 4. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Counsel; and No. 5 **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 – Acting 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 Chairperson Griffiths recessed closed session and reconvened the meeting in open session at 10:22 a.m. with all Board members present.

Pledge of Allegiance County Counsel Rudolph led the Pledge of Allegiance.

Report on Closed Session County Counsel Rudolph reported that by unanimous vote of all Board members present, with all members in attendance, the Board appointed Assistant CAO Leslie Chapman to the position of CAO, effective immediately. He noted that the terms of the appointment would be included in a contract to be brought forth for Board approval at a future meeting.

Public Comment Chairperson Griffiths asked if there was any public comment pending for items not calendared on the agenda.

Several individuals, including Monica Sigala, George Barlow Jr., Ramon Rodriguez, Sage Romero, and Shawn Louth spoke via Zoom to express their outrage and demand

transparency, accountability, and justice in the aftermath of the use-of-force incident involving Inyo County Sheriff deputies and Bishop resident George Barlow III, who is hospitalized serious injuries. Mr. Romero also spoke out against the Sheriff's Department "flying" Blue Lives Matter flags, which he noted is disrespectful to the flag and in violating of U.S. flag code.

Chairperson Griffiths said he understands everyone's passion, frustration, and shock, and asked for patience while the investigative process runs its course.

A few additional public comment letters were received over the course of the meeting and are included in the record.

County Department Reports

Sheriff Hollowell reported that, in an act of transparency, his office released body cam footage of the July 24 use of force incident. He said this is an active investigation, with the D.A. conducting his own independent investigation, and a press release will be sent out this afternoon.

HHS Director Marilyn Mann provided an update on the COVID-19 pandemic, including an uptick in cases at the state and national levels due to the Delta variant, and said there has been a slight increase in cases locally but nowhere near the spike being seen statewide. She added that Public Health is stocked with PPE and has a good supply chain.

Recycling & Waste Management – Gate Attendant

Moved by Supervisor Totheroh and seconded by Supervisor Roeser for the Board to find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in Recycling and Waste Management, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 (\$3,094 - \$3,764). Motion carried unanimously.

Planning – Senior Planner

Moved by Supervisor Roeser and seconded by Supervisor Totheroh for the Board to find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Senior Planner exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Senior Planner at Range 78 (\$5,971 - \$7,255). Motion carried unanimously.

CAO – Kristine Eisler Contract

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve the agreement between the County of Inyo and Kristine L. Eisler for the Provision of Professional Services As A Public Defender for the period of August 16, 2021 through June 30, 2024, in an amount not to exceed \$431,452, contingent upon the adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

HHS – Fiscal Experts Blanket P.O.

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to authorize the issuance of a blanket purchase order payable to Fiscal Experts, Inc. (Time Study Buddy) in the amount of \$19,000 for the automated time study and time card system in all Health & Human Services Programs for Fiscal Year 2021-2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget. Motion carried unanimously.

HHS-Behavioral Health – DHCS DMC Amendment 1

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve Amendment No. 20-10178 A01 to the three-year contract between the County of Inyo and the Department of Health Care Services (DHCS) for Drug Medi-Cal (DMC) services for substance use treatment, increasing the contract to an annual amount of \$224,500, and a total contract amount not to exceed \$673,500, for the period beginning July 1, 2020 through June 30, 2023, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director to sign the Standard Agreement (STD Form 213), and one (1) California Civil Rights Laws Certification. Motion carried unanimously.

HHS-Behavioral Health – Interim

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to appoint Marilyn Mann, HHS Director, as the Interim Local Mental Health Director and the authorized LPS (Lanterman-Petris-Short) Conservator, and authorize the Acting County Administrator to sign an Interim

<i>Local Mental Health Director</i>	Local Mental Health Director Appointment Letter. Motion carried unanimously.
<i>HHS-Social Services – Pitney Bowes Blanket P.O.</i>	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for Fiscal Year 2021-2022, contingent upon adoption of the Fiscal Year 2021-2022 Budget. Motion carried unanimously.
<i>Public Works – Quincy Engineering Amendment 1</i>	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2024 , contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Public Works – Labor Day Parade Detour/Reso # 2021-40</i>	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve Resolution No. 2021-40, titled, "A Resolution of the Inyo County Board of Supervisors Designating a Standardized Detour for an Annual Labor Day Parade in Bishop; and Authorizing the Road Commissioner or his Designee to Execute Documents Related to this Closure," and authorize the Chairperson to sign. Motion carried unanimously.
<i>HHS-Behavioral Health – ICOE North Star Contract</i>	Supervisor Roeser requested that the item be pulled from the Consent Agenda and moved to Departmental for discussion and clarification. Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the contract between the County of Inyo and Inyo County Office of Education for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 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, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Child Support – Child Support Awareness Month</i>	Moved by Supervisor Totheroh and seconded by Supervisor Pucci to approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County. Motion carried unanimously.
<i>Ag Commissioner-OVMAP – FY 21-22 Assessments/ Reso # 2021-41</i>	Moved by Supervisor Roeser and seconded by Supervisor Pucci to adopt Resolution No. 2021-41 approving the Engineer's Report and confirming the diagram and assessments for the Fiscal Year 2021-2022 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment." Motion carried unanimously.
<i>HHS – Second Quarter DHCS Payment</i>	Moved by Supervisor Roeser and seconded by Supervisor Totheroh to ratify and approve the 2nd Quarter Payment to Department of Health Care Services, in the amount of \$17,381.00, for the County's share of the expenditures for the CCS treatment program, pursuant to Sections 123800-123955 of the Health and Safety code and Budget Act. Motion carried unanimously.
<i>HHS-Behavioral Health – DHCS MAT MOU</i>	Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU. Motion carried unanimously.
<i>Parks & Recreation – Tecopa Hot Springs Concessionaire Agreement</i>	Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Clerk of the Board – Approval of Minutes</i>	Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the minutes of the regular Board of Supervisors meetings of July 6, 2021 and July 20, 2021, and the special Board of Supervisors meeting of July 20, 2021. Motion carried unanimously.
<i>Correspondence-</i>	Moved by Supervisor Roeser and seconded by Supervisor Pucci to: A) authorize the Commission to send a letter to the California Department of Fish and Wildlife concurring with

Action – Fish & Wildlife Commission Letter

CDFW's policy to request local staff attending monthly Commission meetings and provide department updates; and B) approve a similar letter from the Board of Supervisors. Motion carried unanimously.

Public Comment

The Chairperson solicited public comment for the final public comment period.

The Assistant Clerk of the Board did not receive any emailed comments and nobody requested to speak to the Board via the “hand-raising” feature on Zoom.

Board Member and Staff Reports

Supervisor Roeser gave kudos to Recycling & Waste Management Superintendent Cap Aubrey and his staff for attending to a litter issue near the Bishop Landfill, and said she attended a recent meeting of the Local Transportation Commission.

Supervisor Pucci said he also attended the LTC meeting and has been inundated with phone calls about the use-of-force incident and dispersed camping issues.

Supervisor Kingsley said he wanted to thank staff for their efforts the past couple of weeks during a sad and stressful time following the death of CAO Clint Quilter. He said he appreciated the level of support given by Leslie Chapman, Sue Dishion, Darcy Ellis, and all staff, and that it's important the County family continues to support each other and keep moving ahead during this time.

CAO Chapman said if she didn't seem grateful for the appointment to her post, it is only because she still mourns the loss of Clint. She said she is honored to be able to help provide some stability during this time and has big shoes to fill, but do the absolute best she can.

Supervisor Totheroh said he attended a meeting of the Owens Valley Groundwater Association last week.

Chairperson Griffiths said he dealt with housing and IMACA issues last week, and noted that Tuesday's veterans housing meeting was canceled due to Clint's passing.

Adjournment

Chairperson Griffiths adjourned the meeting at 11:46 a.m. to 8:30 a.m. Tuesday, August 3, 2021 in the County Administrative Center in Independence.



Chairperson, Inyo County Board of Supervisors

Attest: *LESLIE CHAPMAN*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Ashley Helms

SUBJECT: Amendment 1 to the Contract with Quincy Engineering

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project.

The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. Both projects are in the final phases of the right of way process and Public Works will be requesting construction funding be moved up to federal fiscal year 2022. The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors.

This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

2/13/2014 Original On-Call Contract with Quincy

2014 - 2017 Various amendments to the original contract adding design services for the two projects to the scope of work

7/10/2018 Current contract awarded (original on-call contract could not extend beyond 5 years due to federal requirements)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this contract are paid from Budget 034601 (State Funded Road), Object Codes 5735 (Carroll) and 5736 (Walker).

ATTACHMENTS:

1. 20180710PW - QuincyEngineeringContract
2. Quincy Engineering Contract Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Michael Errante	Final Approval - 7/16/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

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

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

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is July 27, 2021.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY OF July, 2021.

COUNTY OF INYO

By: [Signature]
Dated: 7-27-2021

CONTRACTOR

By: [Signature]
Dated: July 20, 2021

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

*Public Works –
Quincy
Engineering
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>July 12, 2018</i>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, \$500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

J. Salha

Approved: YES Date: 6/22/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes Date: 6/26/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

S. Dishmore/JWC

Approved: yes Date: 6/28/18

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) *[Signature]* Date: 6/28/18

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Quincy Engineering Inc.**
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc. (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT 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 Contract will be made by the Public Works Director, Clint Quilter. Requests to the Consultant for work or services to be performed under this Contract 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 Contract. County by this Contract 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – for Actual Cost-Plus Fixed Fee Contracts

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – for On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is 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 Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. 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 Contract or as otherwise may be required. Further, during the term of this Contract, 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 Contract, 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 Contract.

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>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (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 with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, 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 Contract 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 Contract.

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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 Contract. 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.

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. 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 Contract are, and at the termination of this Contract 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 Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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 Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection 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 and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter, Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is \$876,903 dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, 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 Contract without the prior written consent of County.

20. 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 Contract 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. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that;

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. 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.

C. Consultant also agrees by signing this document 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 sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), 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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT 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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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 Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, 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:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Quincy Engineering Inc.	Name
11017 Cobblersrock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT


This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

CONSULTANT

By: 
 Signature
DAN TETHEROW
 Print or Type Name

By: _____
 Signature

 Print or Type Name

Dated: 7-10-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:


 County Counsel


 Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:


 County Auditor


 County Risk Manager

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, 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:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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.

---o0o---


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
John S. Quincy, President
Print or Type Name

Dated: _____

Dated: 

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

County Auditor

County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling \$145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.



June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.



At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)



Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative



draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)



Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports



TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.



- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

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- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Inyo County.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.



- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data



evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.



Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a **western** patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology **at no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.



Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Site visit (field investigation) notes • Project Description • Design Hydraulic Study • Geotechnical Report • Preliminary right-of-way information • Utility relocation/protection information • Preliminary construction staging & detour requirements • Preliminary alignment drawings | <ul style="list-style-type: none"> • Bridge APS drawings • Bridge Type Selection • APS discussion and evaluation • Construction cost estimate for each alternative • Alignment and bridge type selection recommendation • Summary of environmental studies and constraints • Schedule to complete final design & construction • 30% Plans of the preferred alternative |
|---|--|

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project’s final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all



right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.



*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final



grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation

The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

<p>Roadway Plans (total 23)</p> <p>Title Sheet and Location Map</p> <p>Typical Cross Section (Carroll Creek Road or Walker Creek Road)</p> <p>Typical Cross Section (LADWP Access Road)</p> <p>Layout (2)</p> <p>Profile (2)</p> <p>Construction Details (Apron Details, Attenuator Details, Contour Grading)</p> <p>Drainage Plan and Details (4)</p> <p>Erosion Control Plans (2)</p> <p>Construction Area Signs</p> <p>Planting and Revegetation Plan (2)</p> <p>Pavement Delineation and Sign Plan (2)</p> <p>Quantities Sheet (2)</p>	<p>Bridge Plans (total 14)</p> <p>General Plan</p> <p>Deck Contours</p> <p>Foundation Plan</p> <p>Abutment Layout (2)</p> <p>Abutment Details (2)</p> <p>Typical Section</p> <p>Slab Layout</p> <p>Slab Details (3)</p> <p>Bridge Railing Details</p> <p>Log of Test Borings Sheets (2)</p>
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Task 8.1.6: Submittal of 65% Plans (Unchecked Details)

Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet



Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 Prepare County Boiler Plate Specifications (optional task)

At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations



Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then



prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:



- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining *impasse*.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.



10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ \$750 / per parcel
- Title Report, total 1 @ \$750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.



Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.



6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining *impasse*.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ \$750 / per parcel
- Title Report, total 5 @ \$750 / per parcel

Task 10.2.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-II Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name **Carroll Creek Bridge Replacement BRLO-5948(074)**
Project No. **BRLO-5948(074)** Contract No. **BRLO-5948(074)** Date **6/4/2018**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0.0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	113.0	\$ 86.00	\$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	275.0	\$ 56.80	\$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180.0	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146.0	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	277.0	\$ 51.30	\$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172.0	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74.0	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299.0	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	25.0	\$ 55.00	\$ 1,375.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	58.0	\$ 41.00	\$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	32.0	\$ 46.10	\$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	60.0	\$ 46.71	\$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60.0	\$ 43.63	\$ 2,617.80
Assist Eng I	Chris Brazil	CB	\$26-\$46	12.0	\$ 30.80	\$ 369.60
Senior PM	Carolyn Davis	CD	\$55-\$95	17.0	\$ 71.80	\$ 1,220.60
				1800.0		\$ 96,398.40

LABOR COSTS
a) Subtotal Direct Labor Costs \$96,398.40
b) Estimated Salary Increases for Multi-Year Project \$1,201.80 (see calculation page attached)
c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$97,600.20

INDIRECT COSTS
d) Fringe Benefits (Rate: 45.95%): \$44,847.29
e) Total Fringe Benefits [(c) x (d)] \$44,847.29
f) Overhead (Rate: 123.84%): \$120,868.09
g) Overhead [(c) x (f)] \$120,868.09
h) General Administration (Rate: 0.0%): \$0.00
i) Gen & Admin [(c) x (h)] \$0.00
j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$165,715.38

FIXED FEE
k) Fixed Fee (12.0%): \$31,597.87
l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$31,597.87

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$2,145.00</u>
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,277.38</u>
m) TOTAL OTHER DIRECT COSTS		<u>\$6,044.38</u>	<u>\$6,044.38</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Panorama	\$58,825.59
WRECO	\$23,846.00
Kleinfelder	\$8,219.74
Bender-Rosenthal	\$18,055.00
	<u>\$108,946.33</u>

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$409,904.16

- NOTES:
- Key personnel marked with an asterisk (*).
 - Employees subject to prevailing wage marked with two asterisks (**).
 - Anticipated salary increases calculation (Item "b") on attached page.
 - Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
 - Optional Tasks not included.



EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(074)
Carroll Creek Bridge Replacement BRLO-5948(074)

Date 6/4/2018

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 96,398.40	1800	=	\$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$53.55	+	2.5%	= \$54.89 Year 1 Avg Hourly Rate
Year 2	\$54.89	+	5.0%	= \$57.63 Year 2 Avg Hourly Rate
Year 3	\$57.63	+	5.0%	= \$60.51 Year 3 Avg Hourly Rate
Year 4	\$60.51	+	5.0%	= \$63.54 Year 4 Avg Hourly Rate
Year 5	\$63.54	+	5.0%	= \$66.72 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$53.55	*	900	=	\$48,199.20	Estimated Hours Year 1
Year 2	\$54.89	*	900	=	\$49,401.00	Estimated Hours Year 2
Year 3	\$57.63	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.54	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$97,600.20	
	Direct Labor Subtotal before Escalation			=	\$96,398.40	
	Estimated total of Direct Labor Salary Increase			=	\$1,201.80	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5648(074)		Project Name: Carroll Creek Bridge Replacement BRLO-5648(074)																																									
TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assoc Eng II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chairman / Rodman **	Asstl Eng I	Senior PM	Quincy Total Hours	Quincy NLE Budget	Panorama	WRECO	Kennelher	Bender-Resenthal	Subconsultant Subtotal																				
	No.	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Actual Labor Multiplier																									
includes Efficiencies resulting from doing Walker Creek at same time																							3,022																				
1	Project Management															0.0	\$0				\$0																						
	Task 1.1 Project Management															0.0	\$0				\$0																						
			8.0														8.0	\$2,079				\$0	40% reduction for efficiency																				
			8.0														8.0	\$2,079				\$0	40% reduction for efficiency																				
			3.0	2.0													5.0	\$1,123				\$0	40% reduction for efficiency																				
	Task 1.2 Project Review Meetings															0.0	\$0				\$0																						
			8.0	8.0													16.0	\$3,893				\$0	40% reduction for efficiency																				
			8.0	8.0													12.0	\$2,589				\$0	40% reduction for efficiency																				
			8.0	8.0													16.0	\$3,452				\$0	40% reduction for efficiency																				
	Task 1.3 Update Rights of Entry (4)															0.0	\$1,721				\$0																						
2	Environmental Documentation															0.0	\$0	\$53,778			\$53,778																						
	Task 2.1 Project coordination															10.0	\$1,893				\$0																						
	Task 2.2.1.3 RW Acquisition															0.0	\$0				\$0																						
	Task 2.2.4 Tree and Escrow Services (Optional)															0.0	\$0				\$1,500	\$1,500																					
	Task 2.2.5 Contamination Support (Optional)															0.0	\$0				\$0																						
11	Bid Support															16.0	\$3,464				\$0																						
12	Construction Support (Optional)															0.0	\$0				\$0																						
	Task 14.1 Construction Staking Information															28.0	\$4,309.17				\$0	20% reduction for Efficiency																					
	Task 14.2 Construction Engineering Support															35.0	\$6,784.20				\$0	40% reduction for efficiency																					
	Task 14.2.1 Submittal Review															38.0	\$8,965.72				\$0	40% reduction for efficiency																					
	Task 14.2.2 Precast Source Inspection															21.0	\$3,385.14				\$0	20% reduction for Efficiency																					
13	Prepare Record Drawings															21.0	\$3,474				\$0																						
	Subtotal - Hours															1600.0	\$291,282.03				\$0																						
	Estimated Salary Increases for Multi-Year Project																\$3,631.42				\$0																						
	Other Direct Costs																\$5,044.38				\$0																						
	Total Cost															\$0	\$9,718	\$15,020	\$8,298	\$8,450	\$14,210	\$9,477	\$3,203	\$14,083	\$1,376	\$2,378	\$1,478	\$2,803	\$2,018	\$370	\$1,221	\$96,398	\$300,958	\$58,829	\$23,846	\$8,220	\$18,056	\$108,646					

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Walker Creek Bridge Replacement BRLO-5948(076)
Project No. BRLO-5948(076) Contract No. BRLO-5948(076) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	117	\$ 86.00	\$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	286	\$ 56.80	\$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	293	\$ 51.30	\$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	31	\$ 55.00	\$ 1,705.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	89	\$ 41.00	\$ 3,649.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	44	\$ 46.10	\$ 2,028.40
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	71	\$ 46.71	\$ 3,316.41
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60	\$ 43.83	\$ 2,617.80
Assist Eng I	Chris Brazil	CB	\$26-\$46	8	\$ 30.80	\$ 246.40
Senior PM	Carolyn Davis	CD	\$55-\$95	17	\$ 71.80	\$ 1,220.60
				1887		\$ 100,732.81

LABOR COSTS

a) Subtotal Direct Labor Costs \$100,732.81
 b) Estimated Salary Increases for Multi-Year Project \$1,261.92 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$101,994.73

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%):
 e) Total Fringe Benefits [(c) x (d)] \$46,866.58
 f) Overhead (Rate: 123.84%):
 g) Overhead [(c) x (f)] \$126,310.27
 h) General Administration (Rate: 0.0%):
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$173,176.84

FIXED FEE

k) Fixed Fee (12.0%):
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$33,020.59

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$2,145.00</u>
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,694.90</u>
m) TOTAL OTHER DIRECT COSTS			<u>\$6,461.90</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Panorama (DBE)	\$33,657.12
WRECO (DBE)	\$25,383.00
Kleinfelder	\$29,054.68
Bender-Rosenthal	\$64,250.00
	<u>\$152,344.80</u>

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] \$466,998.86

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.

Contract No. BRLO-5948(076)

Date 6/4/2018

Walker Creek Bridge Replacement BRLO-5948(076)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 100,732.81	1887	=	\$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$53.38	+ 2.5%	=	\$54.72 Year 1 Avg Hourly Rate
Year 2	\$54.72	+ 5.0%	=	\$57.46 Year 2 Avg Hourly Rate
Year 3	\$57.46	+ 5.0%	=	\$60.33 Year 3 Avg Hourly Rate
Year 4	\$60.33	+ 5.0%	=	\$63.35 Year 4 Avg Hourly Rate
Year 5	\$63.35	+ 5.0%	=	\$66.52 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.38	*	944	=	\$50,366.41	Estimated Hours Year 1
Year 2	\$54.72	*	944	=	\$51,628.32	Estimated Hours Year 2
Year 3	\$57.46	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.35	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$101,994.73	
	Direct Labor Subtotal before Escalation			=	\$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	\$1,261.92	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLC-5948(076); Project Name: Walker Creek Bridge Replacement; BRLC-5948(076)																		Quincy Total Hours	Quincy Total Labor Dollars	Quincy A/E Budget	Pandrens (DBE)	WRECO (DBE)	Kiefelder	Bender-Rosenhan	Subconsultant/Supplier																				
TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assoc Eng II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chairman / Rodman **	Asstt. Eng I	Senior PM																													
	JD	JE	RF	JD	MS	CS	SEM	ASA	BM	LT	AD	RM	SCOP	SCG	CB	CP		Direct Labor	Actual Labor Multiplier																										
Rate	Initial Hourly Rate	\$36.00	\$56.00	\$57.00	\$48.00	\$65.00	\$51.00	\$36.00	\$44.00	\$47.00	\$36.00	\$41.00	\$48.00	\$43.00	\$30.00	\$71.00																													
Includes Efficiencies resulting from doing Carroll Creek at same time																				3,022																									
1	Project Management																																												
	Task 1.1 Project Management																																												
	Schedule Updates (14)		8.0															8.0	\$688	\$2,079								\$0	40% reduction for efficiency																
	Invoices and Progress Reports (14)		8.0															8.0	\$688	\$2,079								\$0	40% reduction for efficiency																
	CT HSP Forms (A-B-D, T&D (1 each))		2.0	3.0														5.0	\$342	\$1,035								\$0	40% reduction for efficiency																
	Task 1.2 Project Review Meetings																																												
	In-person meetings (1)		10.0	10.0														20.0	\$1,428	\$4,315									\$0	40% reduction for efficiency															
	PDT Teleconferences (10)		8.0	6.0														14.0	\$857	\$2,588								\$0	40% reduction for efficiency																
	Meeting Agendas & Summaries (14)		8.0	8.0														16.0	\$1,142	\$3,452								\$0	40% reduction for efficiency																
	Task 1.3 Update Rights of Entry (4)																																												
			2.0	7.0														9.0	\$570	\$1,721									\$0																
2	Environmental Documentation																																												
	Task 2.1 Project coordination																																												
			2.0	8.0														10.0	\$626	\$1,893									\$0																
	Task 2.2 Biological Assessment																																												
			1.0	4.0														5.0	\$313	\$946									\$0																
	Task 2.3 Environmental Documents																																												
			2.0	2.0	8.0													12.0	\$745	\$2,232									\$0																
11	Bid Support																																												
	Construction Support (Optional)																																												
	Task 14.1 Construction Bidding Information																																												
			1.0	3.0	3.0	19.0												26.0	\$1,428	\$4,309									\$0	40% reduction for efficiency															
	Task 14.2 Construction Engineering Support																																												
			8.0	18.0	19.0													35.0	\$2,245	\$8,784									\$0	40% reduction for efficiency															
	Task 14.2.1 Submittal Review																																												
			2.0	24.0	12.0													38.0	\$2,315	\$6,688									\$0	40% reduction for efficiency															
	Task 14.2.2 Project Scope Inspection																																												
			1.0	18.0	15.0													24.0	\$1,118	\$3,359									\$0	20% reduction for Efficiency															
13	Prepare Record Drawings																																												
			2.0	3.0	3.0					15.0								21.0	\$1,150	\$3,474									\$0																
	Subtotal Hours																1887.0	\$100,733.81	\$304,379.09																										
	Estimated Salary Increases for Multi-Year Project																	\$1,264.82	\$3,813.06																										
	Other Direct Costs																		\$5,481.90																										
	Total Cost																\$100,733	\$101,995	\$314,654	\$33,857	\$28,383	\$29,055	\$64,250	\$152,345																					
																		OK	OK	within \$.01										OK															

Note: Invoices will be based upon actual QE hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (OCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included.



Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	\$ 20,834.94
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	\$ 946.38
		Panorama Environmental	45	\$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	\$ 946.38
		Panorama Environmental	41	\$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	\$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	\$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			449	\$ 93,268.97

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	\$ 5,049.69
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	\$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			313	\$ 52,601.97

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.



John S. Quincy, PE
 President

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&F) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4203

Plans and Specifications for Jail Administration Remodel Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

John Pinckney, Assistant Public Works Director

RECOMMENDED ACTION:

Approve the plans and specifications for the Jail Administration Remodel Project and authorize the Public Works Director to advertise for bids.

BACKGROUND / SUMMARY / JUSTIFICATION:

Some mold was discovered at the base of the walls in the Jail Administration Area. In an abundance of caution, a remediation specialist was contracted who removed the affected drywall and insulation. The Public Works Director is requesting Board approval of the plans and specifications for the reconstruction work, and the authorization to advertise the same for bids.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011501
Budgeted?	Yes	Object Code	5191/5640
Recurrence	Ongoing Expenditure through project completion		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the plans and specifications for the Jail Administration Remodel Project and the Sheriff's Department would not be able to re-occupy their offices.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sheriff's Department

ATTACHMENTS:

1. Jail Administration Bid Package

APPROVALS:

Darcy Ellis	Created/Initiated - 10/3/2023
Greg Waters	Approved - 10/3/2023
Darcy Ellis	Approved - 10/4/2023
John Pinckney	Approved - 10/4/2023
Breanne Nelums	Approved - 10/5/2023
John Vallejo	Approved - 10/5/2023
Amy Shepherd	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

JAIL ADMINISTRATION REMODEL PROJECT

Project No. ZP-23-028

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

September 2023

Prepared By: Inyo County Public Works

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NOTICE INVITING BIDS FOR

JAIL ADMINISTRATION REMODEL PROJECT
Independence, CA

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

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

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

JAIL ADMINISTRATION REMODEL PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on October 25th, 2023** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: This project consists of installation of metal stud walls, fiberglass insulation, gypsum drywall (hang, tape, texture) interior wall paint (approx. 15,500 SF) to match existing walls. Provide and install 2 Timely frames and solid core doors, including door locksets to match existing. Provide and install approx. 4600 SF of 28 oz. glue down nylon commercial carpet and approx. 1800 LF of 4" cove base. Fabricate and install 1,000 LF of 2"x10"x12" brown parapet cap on roof perimeter. Prep and paint 3,200 SF of exterior wall with tan elastemeric paint.

An optional job walk is scheduled for October 17th, 2023, at 10 AM at the Inyo County Jail, 550 South Clay Street, Independence, California.

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

Technical questions related to project work, site conditions, or other related inquiries should be directed to Guy Chinzi of the Public Works Department at gchinzi@inyocounty.us at gchinzi@inyocounty.us phone: (760) 878-8862. Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

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

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

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

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May 2020, Contract Documents and other applicable law.

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

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

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

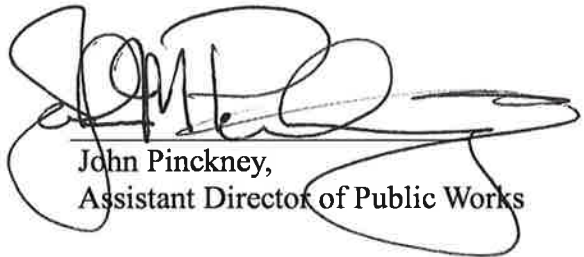
Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect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

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

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

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

County of Inyo
Department of Public Works



John Pinckney,
Assistant Director of Public Works

Dated: _____, 20__

BID PROPOSAL FORMS FOR

JAIL ADMINISTRATION REMODEL PROJECT Independence, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Labor Code Section 3700 Contractor's Labor Code Certification
Labor Code Section 1725.5 Contractor and Subcontractor Registration
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1258 (Contracting Preference) **Note: by reference only**
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **JAIL ADMINISTRATION REMODEL PROJECT**
 (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on October 25th, 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Demolition	1	LS		
Repair Exterior Framing	1	LS		
Construct 9 ft walls	60	LF		
Relocate Electrical	1	LS		
R 21 Insulation Exterior Walls	500	SF		
Drywall Hang, Tape, and Texture	1	LS		
Prime and Paint (interior walls)	1	LS		
Supply and Install 3'x7'SC Doors	2	EA		
Commercial Carpet	4600	SF		
Cove Base	1800	LF		
Exterior Wall Coating	1	LS		
Fabricate and Install parapet cap	1000	LF		
Replace door bottoms, door sweeps, and thresholds	2	EA		
Bid Total In Numbers	\$			
Bid Total In Words				

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

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

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

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

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

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

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

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

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

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

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

Bidder's Name: _____

Address: _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

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

Owners, Officers, Partners, or Other Authorized Representatives:

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

if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

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

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

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline

will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

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

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

- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

JAIL ADMINISTRATION REMODEL PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **JAIL ADMINISTRATION REMODEL PROJECT**, in compliance with the Contract therefor:

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

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

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

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

JAIL ADMINISTRATION REMODEL PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

JAIL ADMINISTRATION REMODEL PROJECT

DESIGNATION OF SUBCONTRACTORS

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

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

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

 Signature of Authorized Person) (Title)

 (Printed Name) (Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)

JAIL ADMINISTRATION REMODEL PROJECT

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

JAIL ADMINISTRATION REMODEL PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

JAIL ADMINISTRATION REMODEL PROJECT

The undersigned declares:

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

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

_____, at _____, _____.
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

JAIL ADMINISTRATION REMODEL PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

JAIL ADMINISTRATION REMODEL PROJECT

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1258**

JAIL ADMINISTRATION REMODEL PROJECT

Local Business Preference (Inyo County Ordinance No. 1258 is by reference only. Please contact Inyo County Public Works for further information.

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

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

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

PROJECT DESCRIPTION: JAIL ADMINISTRATION REMODEL PROJECT

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: October 25th, 2023

BIDDER'S COMPANY NAME: _____

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

<p style="text-align: center;">For Inyo County to Complete:</p> <p>Project Number: <u>ZP-23-028</u></p> <p>Financing Type: _____</p> <p>Contract Award Date: _____</p> <p>Checked by: _____</p> <p>_____ Print Name Signature Date</p>	<p style="text-align: center;">Total Claimed Participation</p> <p style="text-align: center;">\$ _____</p> <p style="text-align: center;">_____ %</p> <hr/> <p style="text-align: center;">Signature of Bidder</p> <p style="text-align: center;">_____ Date (Area Code) Tel. No.</p> <p style="text-align: center;">Person to Contact (Please Type or Print)</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Small Business Enterprise (Rev 5/10)</p>
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INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

JAIL ADMINISTRATION REMODEL PROJECT
Independence, CA

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Attachment

SPECIAL PROVISIONS

FOR

JAIL ADMINISTRATION REMODEL PROJECT


Independence, CA

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

JAIL ADMINISTRATION REMODEL PROJECT
Independence, CA

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



Assistant Director of Public Works

Specifications Approval Date

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SPECIAL PROVISIONS
JAIL ADMINISTRATION REMODEL PROJECT
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I. INTRODUCTION / GENERAL:

The JAIL ADMINISTRATION REMODEL PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

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

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consist of approximately demolition, light gauge metal framing, insulation, drywall, tape, texture, interior and exterior painting, door frames, doors, and door hardware, carpet, coved base, architectural sheet metal, etc.

An optional job walk is scheduled for October 17th, 2023 at 10 A.M. at the Inyo County Jail, 550 Clay Street, Independence, CA

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

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

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

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

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

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

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

SUBCONTRACTOR AND SBE RECORDS:

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

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

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

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

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

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

7-1.06A GENERAL INSURANCE

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. VERIFICATION OF COVERAGE: Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements

are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Obtain a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

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

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

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

7-1.06D LIABILITY INSURANCE

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Sixty, (60) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an

extension of time in accordance with the procedures set forth in Section 8-107B SS, “Time Adjustments.”

8-1.10 LIQUIDATED DAMAGES

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

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

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

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

PART 1: GENERAL

1.01 SCOPE OF WORK

This section shall include all labor, materials and appliances required to complete all of the work shown on the Plans and/or specified herein.

1.02 BIDDER QUALIFICATIONS

The selected Bidder shall supply the following within 14 days of the bid opening date:

- A. All bidders shall be contractors who have specifically performed the application of glue down commercial carpet. Such bidders shall have performed the installation of glue down commercial carpet for not less than five years under the same company name. If requested, the successful Bidder shall submit proof of experience within 14 days of the bid opening date.
- B. A copy of the proposed five year warranty from the manufacturer along with the bid.
- C. Verification of insurance in the form of a sample insurance certificate. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis.
- D. A current Class B license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- E. The contractor shall cooperate as required in performance of the specified inspecting and testing.
- F. Failure of the bidder to submit items A through D in a timely manner may result in the bid being rejected.

1.03 SUBMITTALS

If requested, successful bidder shall submit:

- A. Shop drawings, seaming plan, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.
- B. Samples: two (2) samples of the proposed 28 oz. Nylon Commercial glue down Carpet . Samples shall be two inches by four inches in size, minimum.
- C. Safety Data Sheets (SDS) available for flooring products, adhesives, , patching/leveling compounds, and cleaning agents.

1.04 WARRANTY AND CERTIFICATION

The flooring manufacturer shall issue a 5-year limited manufacturer's warranty, agreeing to repair or replace flooring that fails within the warranty period.

1.05 QUALITY ASSURANCE

Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.

PART 2 PRODUCTS

2.01 SUMMARY

All flooring material and accessories shall be manufactured by the same manufacturer providing the warranty. Product considered will be:

1. 26-28 oz Nylon glue down Commercial Carpet

If another manufacturer is to be used in a bid, contractor must submit product specifications 5 business days before bid opening for approval as an equal.

2.02 Commercial glue down Carpet MATERIALS

A. Provide 26-28 oz Nylon glue down Commercial Carpet

1. Description: The glue down carpet shall be nylon solution dyed, 6,6 material.
2. Nylon glue down Commercial Carpet should meet ASTM D1335-11, ASTM D7339-07, ASTM D5417. The installation shall Meet CRI 104 and the Adhesive shall meet ASTM D7799.
3. Color: approved by the County as equal. The request must be submitted at least 5 business days before bid opening for approval as equal.
4. Carpet weight, 26-28 oz.
5. Fire Performance Characteristics: Provide resilient linoleum sheet flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - 1) ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
 - 2) ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

3) CAN/ULC-S102.2 – Flame Spread Rating and Smoke Developed –
Results

B. Seam Adhesive:

1. Provide Seam Adhesive as recommended by the flooring manufacturer.

2.03 ADHESIVES

Provide Adhesives as recommended by the carpet manufacturer.

2.04 ACCESSORIES

- A. Provide transition/reducing strips tapered to meet abutting materials.
- B. Provide resilient edge strips wherever applicable, of equal gauge to the flooring, homogeneous vinyl or linoleum composition, tapered or bullnose edge, with color to match the flooring, or as selected by the County from standard colors available.

2.05 SUBSTITUTIONS

Materials substitutions must be submitted to the County a minimum of five (5) working days prior to the bid opening for review to be approved as an “or equal”. All substitute material requests shall include all testing agency certifications and independent third party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 PREPARATION & APPLICATION

3.01 MANUFACTURER’S INSTRUCTIONS

- A. Compliance: Comply with manufacturer’s product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).
- B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.

- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.03 PREPARATION

- A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Cement-Based Patch, Underlayment and Embossing Leveler / Underlayment Additive as recommended by the flooring manufacturer. Refer to manufacturer's installation manual and CRI 104 standards..
- B. Subfloor Cleaning: The surface shall be free of dust, solvents, varnish, paint, wax, oil, grease, sealers, release agents, curing compounds, residual adhesive, adhesive removers and other foreign materials that might affect the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material. Refer to manufacturer's installation manual and CRI 104 standards
- C. Concrete pH Testing: Perform pH tests on concrete floors if requested by the County. All test results shall be documented and retained.

3.04 INSTALLATION OF FLOORING

- A. Install flooring in strict accordance with the latest edition of manufacturer's manual. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.05.
- B. Adhere carpeting to the subfloor without cracks, voids, raising and puckering at the seams. Refer to specific rolling instructions of the flooring manufacturer.

- C. Lay carpeting to provide a minimum number of seams. Avoid cross seams, filler pieces, and strips. Match edges for color shading and pattern at the seams in compliance with the manufacturer's recommendations.
- D. Install carpeting with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working time.

3.05 INSTALLATION OF ACCESSORIES

- A. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

3.06 CLEANING

Perform initial cleaning according to the latest edition of manufacturer's manual.

COMPENSATION

1.01 PAYMENT

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

1.02 ADJUSTMENT OF LUMP SUM

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

END OF SECTION

SPECIFICATIONS

FOR

JAIL ADMINISTRATION REMODEL PROJECT
Independence, California

JAIL ADMINISTRATION REMODEL PROJECT

SPECIFICATIONS

Demolition

Remove existing 2' 8" long x 9' tall stub wall.

Remove approximately 200 SF of drywall surface to allow framing contractor to reframe doorways as required.

Remove one 3' x 7' door, frame, and hardware for installation elsewhere.

Repair Exterior Framing

Some of the exterior structural sheet metal studs on the outside of the building have rusted out at the bottom track. Use 'like-kind' and gauge material to repair studs by attaching a 3' long cripple stud to each damaged stud with sheet metal screws.

Light Gauge Metal Framing

Frame approximately 60 LF of light gauge metal framed walls to 9'-0" +/- (under side of T-Bar ceiling).

Frame out (4) new doorways.

Frame 2 ½" stud wall over customer counter.

Relocate Electrical Devices

Relocate (1) four gang switch. If the conductors are too short a junction box can be installed above the ceiling to extend..

Move one convenience outlet

Insulate Exterior Walls

Install approximately 500 SF of R-21 kraft-faced fiberglass insulation between wall studs on exterior walls as required.

Drywall Hang, Tape, and Texture

Furnish and install approximately 1000 SF of 5/8" Type 'X' Purple Moisture Resistant drywall at exterior walls.

Furnish and install approximately 1500 SF of 5/8" Type 'X' Drywall at interior partitions.

Tape and sand drywall joints to a LEVEL IV finish (smooth wall)

Texture all new areas to match existing with a 'skip-trowel' texture. Furnish texture samples one week prior to texture to allow time for review and approval by County staff.

JAIL ADMINISTRATION REMODEL PROJECT

SPECIFICATIONS

Paint Interior Walls

Apply one coat of gypsum-based primer to all taped surfaces.

Apply one coat of PVA primer to all tape surfaces.

Apply two coats of eggshell enamel to all surfaces in the entire Jail Administration Area.

Excess paint applied to adjacent surfaces will be removed by painting contractor prior to acceptance.

Furnish and Install Doors, Frames, and Hardware

Contractor to furnish and install (3) each doors, frames, and hardware sets for new openings. Timely frames are acceptable. Doors and hardware to match existing throughout building.

Commercial Carpet & Rubber Base

Clean and prep concrete slab prior to initiation of carpet install. All flooring prep is included in this contract. The old carpet has been removed but the glue residual remains.

Furnish and install approximately 4600 SF of glue-down commercial carpet that meet the flame spread and smoke generation requirements of the project. Submit seaming layout prior to ordering carpet.

Furnish and install approximately 1800 LF of 4" coved rubber base. Submit product data sheets for the carpet, the carpet glue, the rubber base, and the base adhesive, along with color charts to the County Engineer for approval prior to ordering

(Please see additional carpet specifications at the end of this document.)

Architectural Sheet Metal

Furnish and install 1000 LF +/- 26 gauge sheet metal parapet cap around top of wall as indicated on drawings, with a ½" kick out and a 1/2" hemmed edge both sides. Install with a 3" end lap, and sufficient SikaFlex or equal sealant to joint. Contractor to propose fastening system. Finish on the parapet cap to be factory applied Kynar 500 or equal. Contractor to furnish County engineer with color samples to choose from.

Exterior Wall Coating

Prep and caulk as necessary to provide a waterproof surface to the existing EIFS surface, including around windows, corners, surface pinholes, doorways, etc. Submit caulking product data to Inyo County Public Works for approval.

Paint EIFS surface with an elastomeric coating to match color. Submit product data sheet and color options to Inyo County Public Works for approval.

Exterior Door Hardware

Replace door bottoms, door sweeps, and thresholds on the two exterior doors.

JAIL ADMINISTRATION REMODEL PROJECT

SPECIFICATIONS

NOTE: Contractor to submit product data sheets for all materials. All work to be completed in a neat and workmanship manner. Protection of the work of others is paramount.

Carpet Product Specifications:

Carpet Type: Commercial-grade 28oz solution-dyed nylon carpet.

Fixing Method: Glue Down

Color and Pattern: Color and Pattern to be selected by Public Works staff after the contract is awarded.

Installation Specifications:

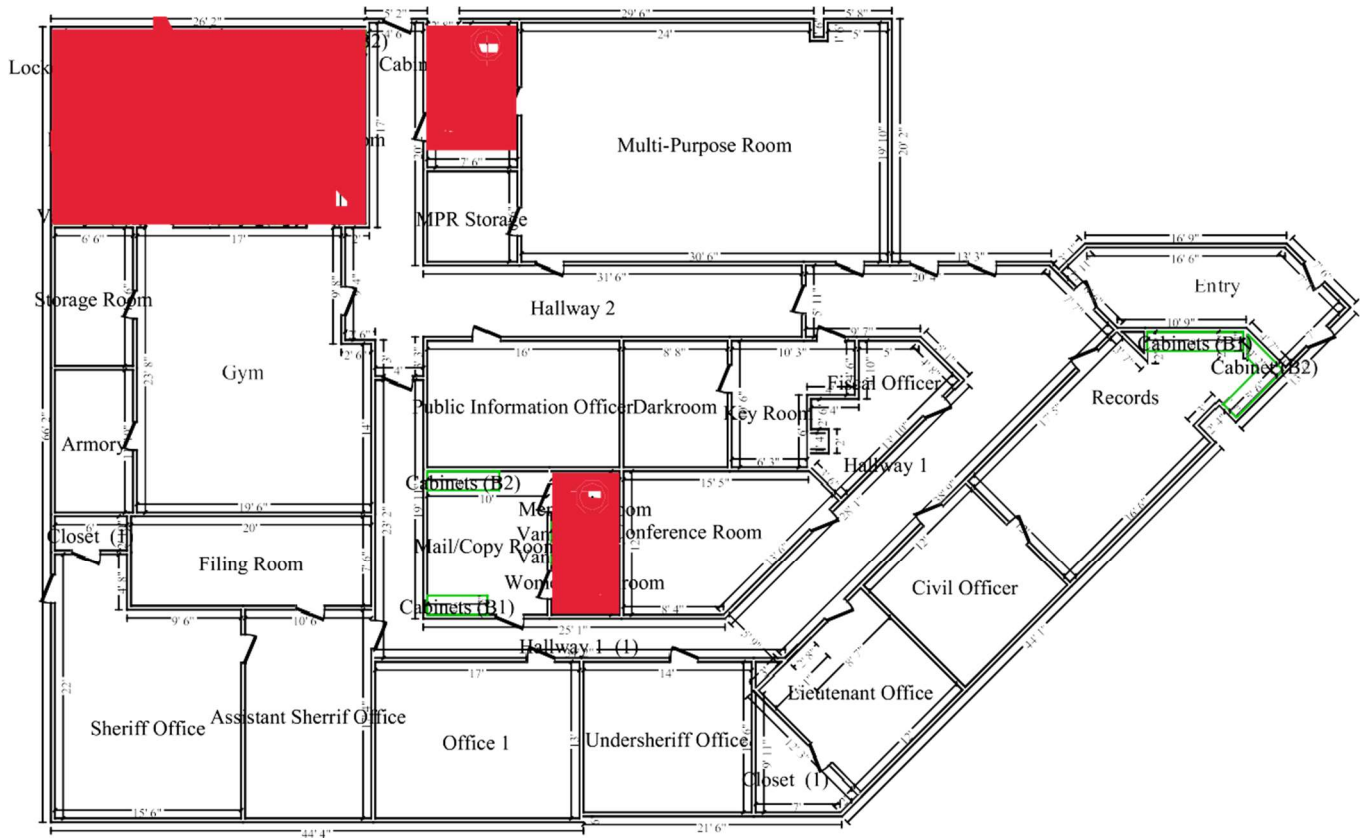
Subfloor Preparation: The existing subfloor must be clean, dry, level, and free from any debris, adhesives, or contaminants that could affect adhesion. Prepare the subfloor according to manufacturer recommendations. Existing Floor has been removed and the floor has been scrapped. Final floor prep will include a final scrape and floating of any unlevel or cracked locations.

Adhesive: The adhesive used should be one suitable for carpet installation on concrete slab.

Installation Method: The carpet should be installed using the glue-down method. Adhesive should be spread evenly on the subfloor, and the carpet should be firmly pressed into place, ensuring no wrinkles or bubbles.

Transitions: Transition strips or moldings shall be used to create clean and safe transitions between the carpeted area and other types of flooring.

Compliance: Ensure that the installation complies with all local building codes and regulations. All work shall be done in a craftsmanship fashion.



Main Level

Area to receive flooring and rubber base are as seen above. Rooms colored red are to be excluded.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4220

Whitney Portal Road Reconstruction Options and Discussion

Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY

John Pinckney, Assistant Public Works Director

ITEM PRESENTED BY

John Pinckney, Assistant Public Works Director

RECOMMENDED ACTION:

Provide direction and/or approve acceptance of an offer from the Federal Highway Administration, Central Federal Lands (CFL) Highway Division, to deliver a project to repair the damage on Whitney Portal Road caused by Hurricane Hilary.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Public Works and the Road Department have been working diligently to secure a solution to funding, designing and delivering a suitable and sustainable repair to the catastrophic Hurricane Hilary storm damage on Whitney Portal Road. Due to our requests, Caltrans District 9 has advocated for Inyo County. Federal Highways Central Federal Lands (CFL) and Caltrans HQ have prioritized our requests for assistance, and have come up with a potential solution that would not only help cash-flow the project and increase the available manpower for repairs, but would allow for additional armoring and improved roadwork to help the Whitney Portal Rd stay open through future weather events.

CFL has offered to manage the redesign and contract for the reconstruction and repair of Whitney Portal Road. This offer of assistance would result in additional resiliency design, environmental streamlining and cashflow coverage that would not otherwise be available. CFL has previously delivered Federal Lands Access Program (FLAP) grant projects, e.g., South Lake Road (2020), Whitney Portal Road (2016) in Inyo County. They are eminently qualified to deliver a redesign and put the contract out to bid on a fast track schedule. Jobs of this scale are typically designed and delivered over a multi-year schedule. CFL is proposing to have the project out to bid by February with a completion date as early as June. The road would be completely open, paved, and rebuilt with additional armoring prior to next year's high summer season.

If Inyo County managed the project in-house, we **might** be able to get a temporary dirt road open sooner, which would then have to re-close during warmer weather for re-paving. It's unlikely that the County could complete the additional armoring and resiliency work that could be done by CFL in this timeframe, leaving the road vulnerable to future potential weather events. In-house management would risk time, quality, cost, cashflow and staffing levels, not to mention availability of contractors.

CFL is uniquely positioned to step in and help with Whitney Portal Rd, especially given their recent design and environmental work in the area. Public Works staff recommends that the Board accept this

help, thereby freeing up Inyo County staff and funding to work on the many other roads destroyed by this year's storms.

FISCAL IMPACT:

Funding Source	Emergency Relief Caltrans / Federal / CalOES	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

It is not recommended to refuse the offer of assistance from the CFL. They are able to offer staffing and a higher quality project delivery than Public Works has the ability to either procure or deliver.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

FHWA / CFL
Caltrans

ATTACHMENTS:

APPROVALS:

Nate Greenberg	Created/Initiated - 10/5/2023
John Pinckney	Approved - 10/5/2023
Darcy Ellis	Approved - 10/5/2023
Ashley Helms	Approved - 10/5/2023
John Vallejo	Approved - 10/5/2023
Amy Shepherd	Approved - 10/6/2023
Meaghan McCamman	Final Approval - 10/6/2023



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4143

Public Hearing for General Plan Amendment 2022-01/LADWP; Zone Reclassification 2022-01/LADWP Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Ryan Standridge, Assistant Planner

ITEM PRESENTED BY

Ryan Standridge, Assistant Planner

RECOMMENDED ACTION:

- A) Receive a presentation from staff on General Plan Amendment (GPA) 2022-01/LADWP and Zone Reclassification (ZR) 2022-01/LADWP;
- B) Conduct a Public Hearing about the 135.25-acre parcel as depicted on the attached map located approximately 1.6 miles southeast of the Keeler community, on the following actions:
 - GPA 2022-01/LADWP changing the General Plan designation from natural resources to general industrial to best match the requested zoning and current and future planned uses on the property; and
 - A proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, approving zone reclassification no. 2022-01 LADWP and amending the zoning map of the County of Inyo by rezoning a parcel located on the west side of highway 136 south of the Keeler community (APN 031-010-01) from Open Space with a 40-acre minimum (OS-40) to General Industrial (GI); and;
- C) Certify that the proposed project is exempt from the requirements of the California Environmental Quality Act pursuant to Cal. Code Regs. tit. 14 § 1506(b)(3)

BACKGROUND / SUMMARY / JUSTIFICATION:

The Planning Commission approved a reclamation plan on December 6, 1995, for LADWP to operate an approximate thirteen-acre aggregate, open pit mine. The mining has been continuous since approval. During the 2021 annual inspection, LADWP enquired about possible closure since the site's future activities will change from active mining to storing aggregate for the Owens Valley Dry Lake mitigation project and associated equipment. The applicant was requested to provide a map of the mine area with clearly defined elevations and boundaries. County staff reviewed the approved reclamation plan, SMARA, and the current map to provide recommendations to move toward the closure of the mine. SMARA requires the end use to comply with zoning ordinances. The current open space zoning only allows for outdoor storage with a mining conditional use permit. The approved reclamation plan requires the land be returned to its natural state of vacant land, but the recent map showed that LADWP built the Keeler Facility inside the mining boundary. Since the Keeler Facility is a permanent part of the Owens Lake Dust Mitigation Program, LADWP proposes that the mine site be retired, and the use change to storage for the Keeler Facility. A GPA and ZR will be required to allow outdoor storage of material as a principle permitted use. SMARA requires the end use to comply with zoning to retire the mine ID. The proposed GPA and ZR of General Industrial and Extractive (M-1) zoning is appropriate for warehousing and processing.

STAFF ANALYSIS

Land Use Analysis: This parcel is a zoned open space surrounded by vacant open space to the north, south, and west, most of it managed by the Bureau of Land Management, and directly to the east is the LADWP shale pit located on BLM land. The proposed ZR and GPA will alter the existing land use by providing space suitable for warehousing, processing, mining, ore reduction, and mineral development activities, but does not change the character of the property or the surrounding area as the Keeler Facility located on the same parcel will continue to provide mandated mitigation measures to control Owens Valley Dry Lake dust.

General Plan: The parcel's current General Plan designation relates to the current zoning OS-40. The proposal to change to the GI as a General Plan designation will correspond to the proposed M-1 zoning. Zoning and General Plan consistency is required by the State and the Inyo County Code, meaning Inyo County cannot change a zoning designation in a manner that causes it to no longer be compatible with the General Plan designation. The GPA will also result in the General Plan designation aligning with the property's current uses and future vision.

Zoning: The applicant requests a zone reclassification to M-1 as it is needed to retire the mine ID. By approving the zone change, LADWP will be able to change from active mining to storing and processing aggregate without being housed inside a structure, This is allowed by the M-1 zoning as a principle permitted use that produces consistency between use and designation. The proposed use is also consistent with what is already on the parcel and will not cause additional impacts on the parcel or surrounding area.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on November 29, 2022, to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, Cabazon Band of the Mission Indians, and the Torrez Martinez Desert Cahuilla Indians, no request for consultations were received prior to or after the 90-day period.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by General Rule 15061(b) (3) that CEQA applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals. The proposed land use designation impacts will remain the same or lessen over time as the mine transitions into an accessory storage area for the Keeler facility.

NOTICING & REVIEW

The application for ZR 2022-01; GPA 2022-01/LADWP. has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

The project was noticed on August 5, 2023, in the Inyo Register and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

The Planning Commission held a hearing on August 23, 2023 to approve resolution 2023-02 recommending that the board of supervisors certify the proposed project is exempt from the requirements of the California Environmental Quality Act, and to make certain findings with respect to

and recommend the Inyo County Board of Supervisors approve GPA2022-01/LADWP and ZR2022-01/LADWP.

FISCAL IMPACT:			
Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- 1.) Specify modifications to the proposal and/or the Conditions of Approval.
- 2.) Make specific findings and deny the application.
- 3.) Continue the public hearing to a future date and provide specific directions to staff regarding additional information and analysis needed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

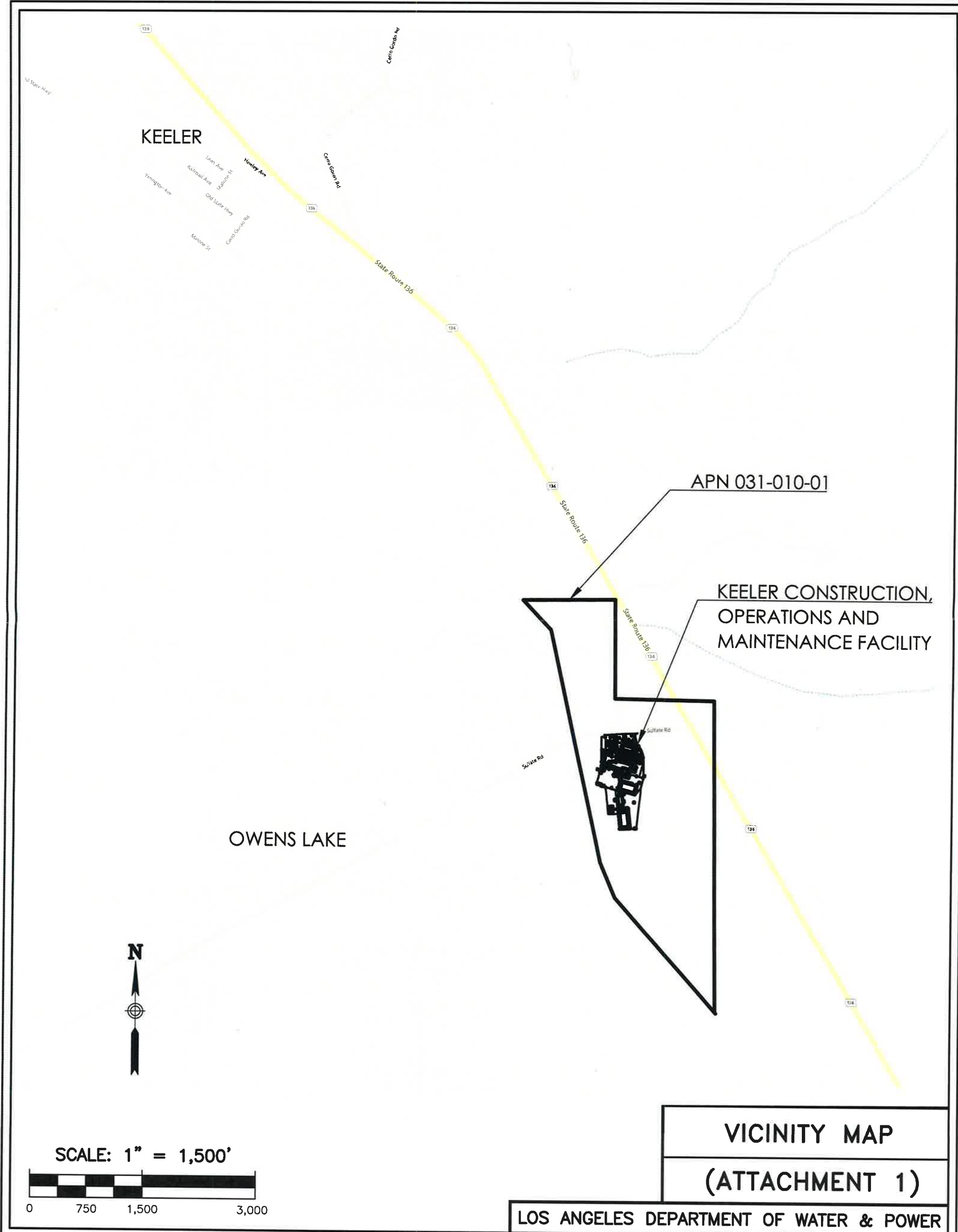
None.

ATTACHMENTS:

1. Maps
2. Planning Commission Resolution
3. Board Ordinance

APPROVALS:

Ryan Standridge	Created/Initiated - 9/15/2023
Ryan Standridge	Approved - 9/18/2023
Darcy Ellis	Approved - 9/18/2023
Ryan Standridge	Approved - 9/19/2023
Keri Oney	Approved - 9/20/2023
John Vallejo	Approved - 9/26/2023
Christian Milovich	Approved - 9/27/2023
Amy Shepherd	Approved - 9/27/2023
Nate Greenberg	Final Approval - 10/3/2023



KEELER

Lark Ave
Mulford Ave
Yemgton Ave
Malone St
Hensley Ave
Malbone St
Old State Hwy
Camp Goshute Rd

State Route 136

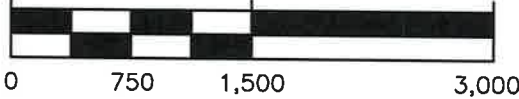
APN 031-010-01

KEELER CONSTRUCTION,
OPERATIONS AND
MAINTENANCE FACILITY

OWENS LAKE



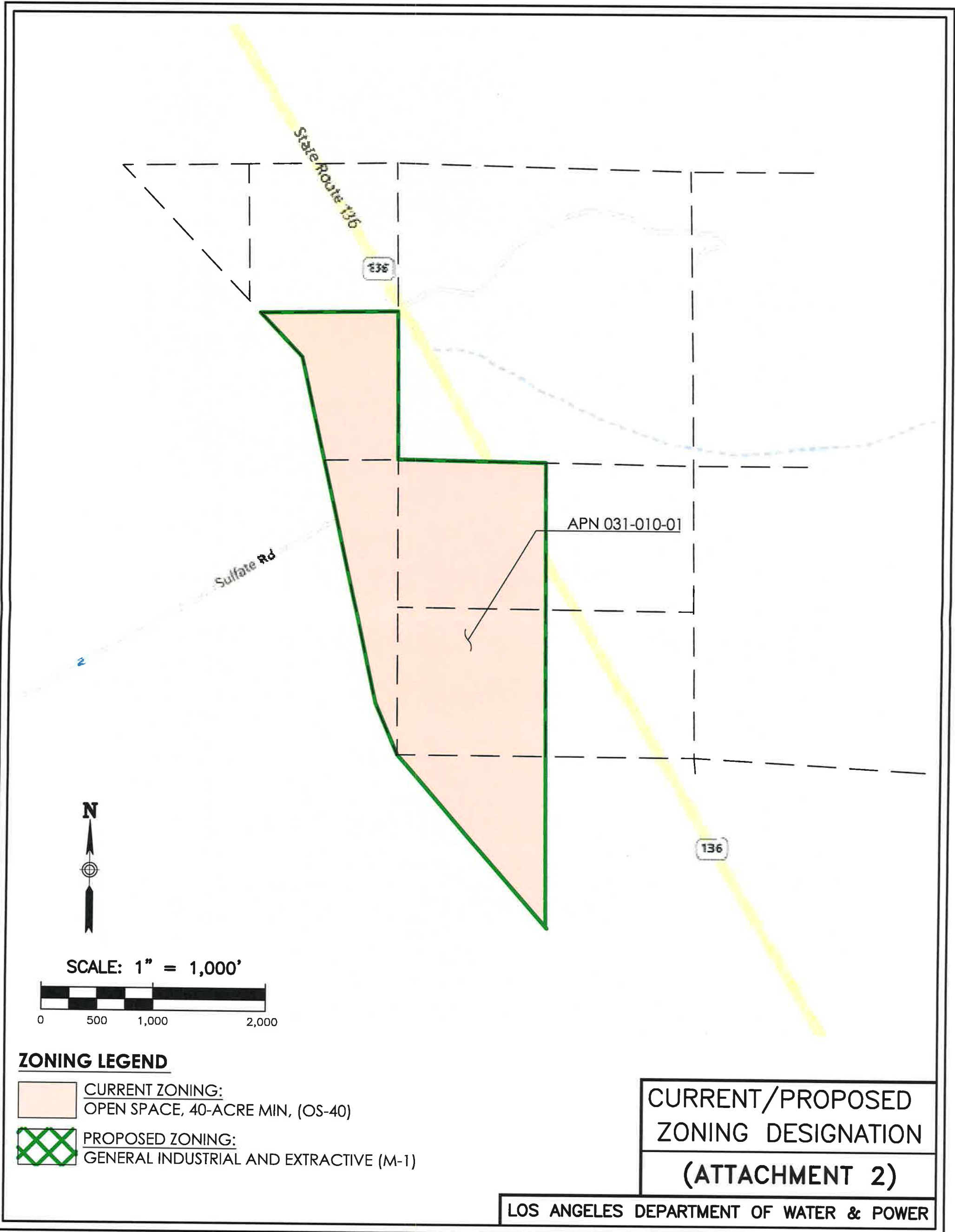
SCALE: 1" = 1,500'



VICINITY MAP

(ATTACHMENT 1)

LOS ANGELES DEPARTMENT OF WATER & POWER

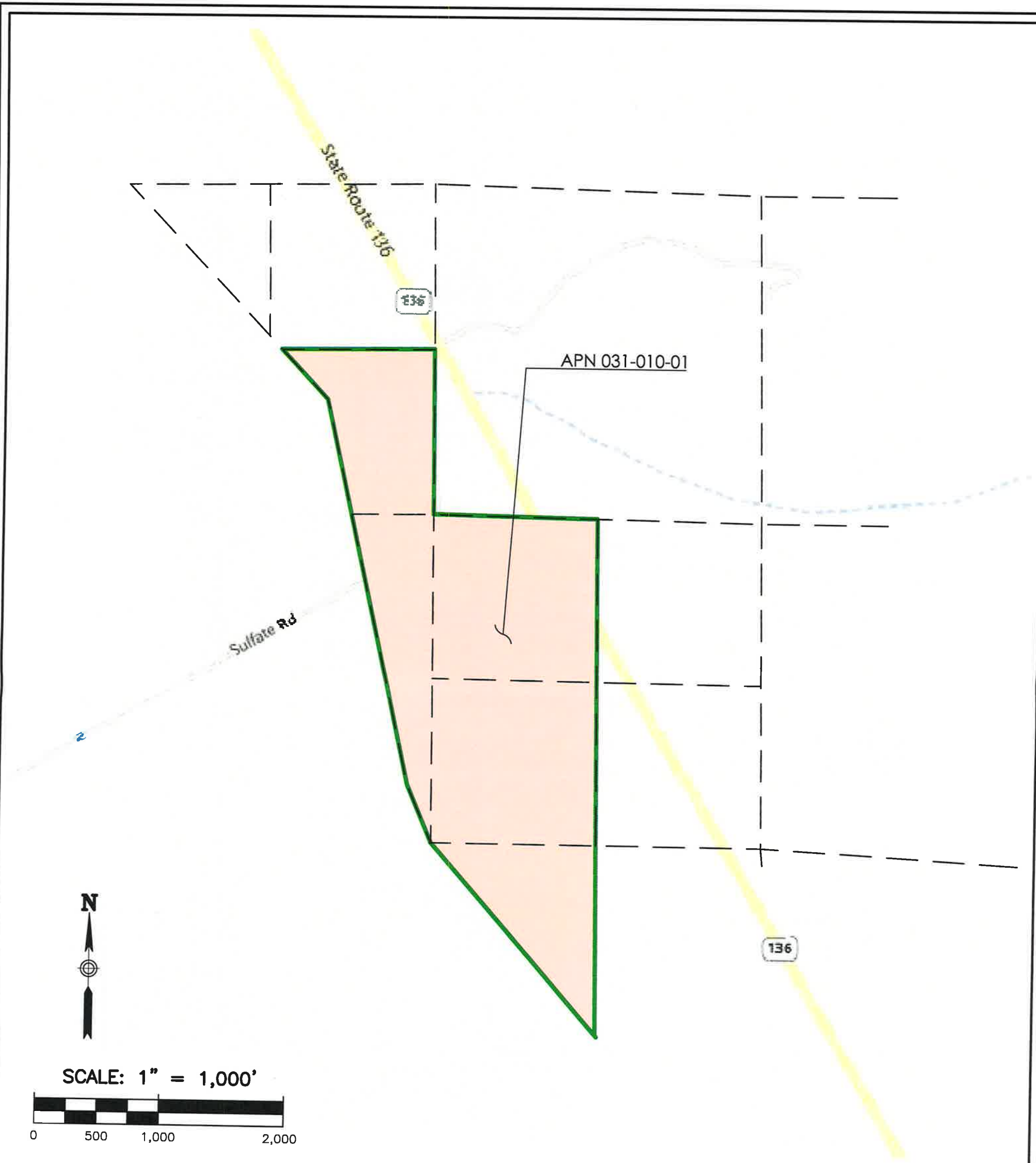


ZONING LEGEND

- CURRENT ZONING:**
OPEN SPACE, 40-ACRE MIN, (OS-40)
- PROPOSED ZONING:**
GENERAL INDUSTRIAL AND EXTRACTIVE (M-1)

**CURRENT/PROPOSED
ZONING DESIGNATION
(ATTACHMENT 2)**

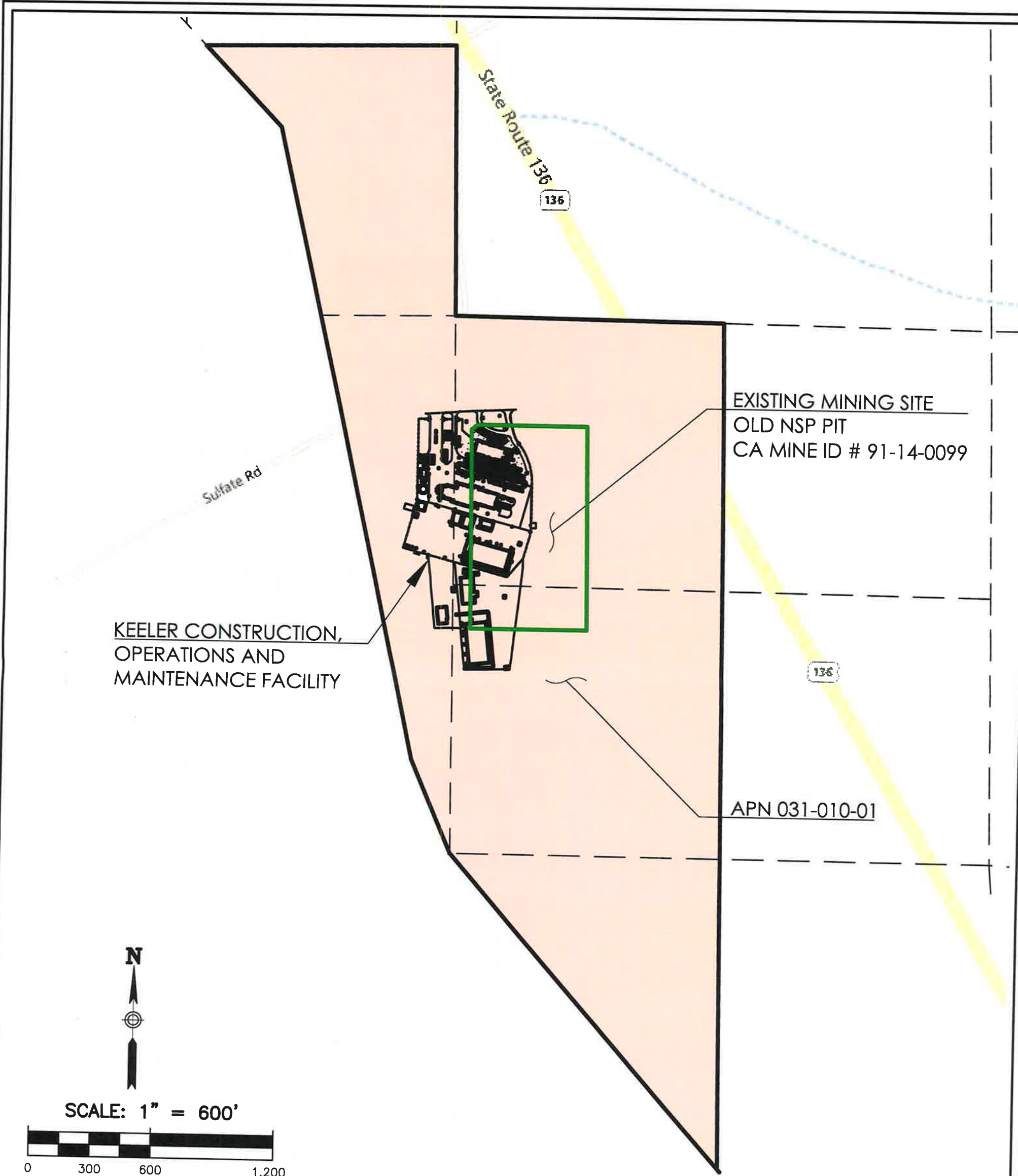
LOS ANGELES DEPARTMENT OF WATER & POWER



GENERAL PLAN DESIGNATION LEGEND

- CURRENT GENERAL PLAN DESIGNATION:
NATURAL RESOURCES (NR)
- PROPOSED GENERAL PLAN DESIGNATION:
GENERAL INDUSTRIAL (GI)

CURRENT/PROPOSED
 GENERAL PLAN DESIGNATION
 (ATTACHMENT 3)
 LOS ANGELES DEPARTMENT OF WATER & POWER



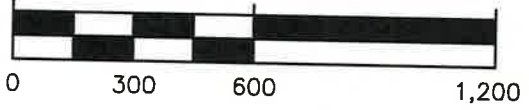
EXISTING MINING SITE
 OLD NSP PIT
 CA MINE ID # 91-14-0099

KEELER CONSTRUCTION,
 OPERATIONS AND
 MAINTENANCE FACILITY

APN 031-010-01



SCALE: 1" = 600'



LEGEND

- APN 031-010-01
- EXISTING MINING BOUNDARY
 OLD NSP PIT, CA MINE ID # 91-14-0099

PARCEL AND MINE BOUNDARY
 (ATTACHMENT 4)

LOS ANGELES DEPARTMENT OF WATER & POWER

SULFATE ROAD

ADMINISTRATION BUILDING (11,241 SF)

VEHICLE WASHING STATION

FUELING STATIONS

FUEL STORAGE
PROPANE STORAGE

WATER UTILITY BUILDING (1,241 SF)

POTABLE WATER TANK

NON-POTABLE WATER TANK

OPERATIONS BUILDING (21,696 SF)

PERIMETER FENCING (TYP)

WELDING AND CARPENTER BUILDINGS (5,406 SF)

ENGINEERING TRAILER (2,145 SF)

LOWER WAREHOUSE (20,141 SF)

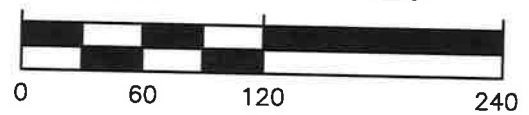
FLEET ENCLOSURE

PUMP SHOP WAREHOUSE (3,668 SF)

UPPER WAREHOUSE (20,216 SF)



SCALE: 1" = 120'



KEELER O&M FACILITY
EXISTING SITE PLAN

(ATTACHMENT 5)

LOS ANGELES DEPARTMENT
OF WATER & POWER

RESOLUTION NO. 2023-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE GENERAL PLAN AMENDMENT #2022-01/LADWP AND ZONE RECLASSIFICATION #2022-01/LADWP

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects;

WHEREAS, the Inyo County Planning Department found that General Plan Amendment (GPA) No. 2022-01/LADWP and Zone Reclassification (ZR) No.2022-01/LADWP are Exempt pursuant to the California Environmental Quality Act (CEQA), as the proposed GPA and ZR for the property, that is located east of the community of Keeler with Assessor Parcel Number 031-010-01 are covered by the General Rule 15061(b)(3) as the proposed changes could have no possibility of causing significant environmental effects since the property is already disturbed and the new designations will match the current and proposed future activities;

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, in September of 2022 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC);

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on November 9, 2022 for purposes of SB18 consultation;

WHEREAS, on November 29, 2022, the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Lone Pine Paiute Shoshone, Kern Valley Indian Council and the Walker River Reservation;

WHEREAS, as specified by Senate Bill 18 and per Government Code Section 65352.3, the tribes have ninety-days to initiate the consultation process after notification;

WHEREAS, on February 27, 2023, ninety days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation;

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed GPAs and ZRs, and to make a recommendation to the Board of Supervisors on them (Sections 65854 and 65855 of Government Code);

WHEREAS, on August 05, 2023, the County provided notice in the Inyo Register and to property owners within three-hundred (300) feet of the project location, for a public hearing to take public comment on ZR No.2022-01/LADWP and GPA No.2022-01/LADWP to be held on August 23, 2023;

WHEREAS, the Inyo County Planning Commission held a public hearing on August 23, 2023, to review and consider the request for approval of ZR No. 2022-01/LADWP and GPA 2022-01/LADWP, and considered the staff report for the project and all oral and written comments regarding the proposal;

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan;

WHEREAS, the proposed General Plan designation General Industrial (GI) is consistent with the proposed zoning designation of General Industrial and Extractive (M1);

WHEREAS, GPA 2022-01/LADWP and ZR 2022-01/LADWP will change the current designations to match the current and future planned uses on the property;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the August 23, 2023, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ZR and GPA are exempt under CEQA General Rule 15061(b) (3) General Rule 15061(b) (3). There is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed ZR and GPA is located on property that is already disturbed and includes no additional development proposals.
2. Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of (GI) will change the project area to a designation that allows outdoor storage of materials for the mandated dust mitigation of the Owens Dry Lake to use as needed for its

operations. Upon approval of the ZR and GPA the previous mine end use will change; the pit will be closed to future mining; and a request for a final inspection will occur to retire the mine id as required by the State Surface Mining And Reclamation Act (SMARA).

3. Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed designation of (GI) will change the project area to a designation that allows outdoor storage of materials for the mandated dust mitigation of the Owens Dry Lake to use as needed for its operations.
4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project. The project is consistent with the current use at the site and of the surrounding area. This request for a GPA and ZR to change the zoning and General Plan to more compatible designations that allow the storage of material outside without a mining conditional use permit. The GPA and ZR will allow the existing Keeler Facility, to maintain and expand their operations for storage, by closing the mine pursuant to SMARA.
5. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare. The designation changes will allow the Keeler, Construction, Operation, and Maintenance Facility to maintain and expand their operations in a manner that protects public health and safety by supporting the mitigation work on the Owens Dry Lake.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that ZR 2022-01/LADWP and GPA 2022-01/LADWP are exempt from CEQA under General Rule 15061(b)(3).
2. Make certain findings with respect to and approve ZR 2022-01/LADWP and GPA 2022-01/LADWP based on all the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 23rd day of August 2023, by the following vote of the Inyo County Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

Callie Peak
Todd Vogel, Chair
Inyo County Planning Commission

ATTEST: Cathreen Richards
Cathreen Richards, Planning Director

By Paula Riesen
Paula Riesen,
Secretary of the Commission

RESOLUTION NO. 1301

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING GENERAL PLAN AMENDMENT #2022-01/LADWP AND REZONE #2022-01/LADWP

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS the Inyo County Planning Department exempted General Plan Amendment No. 2022-01/LADWP Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Additionally, it is Categorical Exemption Class 1 Existing Structures (15301)(f). The proposed ZR and GPA is located on property that is already disturbed and includes no additional development proposals; and

WHEREAS, the Inyo County Planning Department exempted Zone Reclassification No. 2022-01/LADWP Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Additionally, it is Categorical Exemption Class 1 Existing Structures (15301)(f). The proposed ZR and GPA is located on property that is already disturbed and includes no additional development proposals; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, in September of 2022 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC).

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on November 9, 2022 for purposes of SB18 consultation

WHEREAS, on November 29, 2022, the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop

Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Lone Pine Paiute Shoshone, Kern Valley Indian Council and the Walker River Reservation; and

WHEREAS, as specified by Senate Bill 18 and per Government Code Section 65352.3, the tribes have ninety-days to initiate the consultation process after notification; and

WHEREAS, on February 27, 2023, ninety days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation; and

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed General Plan Amendments, and Zone Reclassifications, and to make a recommendation to the Board of Supervisors on the General Plan Amendments and Zone Reclassifications (Sections 65854 and 65855 of Government Code); and

WHEREAS, the Inyo County Planning Commission held a public hearing on August 23, 2023, to review and consider a request for approval of Zone Reclassification No.2022-01/LADWP and General Plan Amendment No.2022-01/LADWP, and considered the staff report for the application and all oral and written comments regarding the application; and

WHEREAS, following said public hearing the Planning Commission recommended that this Board of Supervisors:

1. Certify that the requirements of the California Environmental Quality Act have been satisfied with respect to the General Plan Amendment and Zone Reclassification applications; and
2. Approve Zone Reclassification No.2022-01/LADWP and General Plan Amendment No. No.2022-01/LADWP.

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on October 10, 2023, and considered all written and oral testimony presented concerning General Plan Amendment No.2022-01/LADWP and Zone Reclassification No.2022-01/LADWP.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the October 10, 2023, hearing, including the Planning Department Staff Report concerning the above described proposed project, this Board makes the following findings for the proposed project:

1. The proposed ZR and GPA is exempt under CEQA General Rule 15061(b) (3) General Rule 15061(b) (3). There is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Additionally, it is Categorical Exemption Class 1 Existing Structures (15301)(f). The proposed ZR and GPA is located on property that is already disturbed and includes no additional

development proposals. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation.

2. Based on substantial evidence in the record, the proposed Zoning Reclassification is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED, that Zone Reclassification No. 2022-01/LADWP proposes to reclassify the zoning designation from Open Space with a 40-acre minimum (OS-40) to General Industrial and Extractive(M-1), which best matches the current uses on the property.

BE IT FURTHER RESOLVED, that General Plan Amendment No. 2022-01/LADWP proposes to change the land use designation from Natural Resources (NR) to General Industrial (GI), which best matches the proposed zone reclassification, and current uses on the property.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve Zone Reclassification No. 2022-01/LADWP, subject to the following conditions of approval:

1. Hold Harmless: The applicant shall defend, indemnify and hold harmless Inyo County (County), its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul said approval of General Plan Amendment No. 2022-01/LADWP and Zone Reclassification No. 2022-01/LADWP. The County reserves the right to prepare its own defense.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve General Plan Amendment No. 2022-01/LADWP and Zone Reclassification No. 2022-01/LADWP. General Plan Amendment No. 2022-01/LADWP and Zone Reclassification No. 2022-01/LADWP shall not take effect for thirty days after the date of this Resolution.

PASSED AND ADOPTED THIS OCTOBER 10TH, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBURG
Clerk of the Board

By _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4216

Personal Services Contract Amendment No. 1 - Darcia Blackdeer-Lent, Health & Human Services, Deputy Director Social and Placement Services County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Approve Amendment No. 1 to the contract between the County of Inyo and Darcia Blackdeer-Lent for the Provision of Personnel Services as the Deputy Director Social and Placement Services, changing her title from Deputy Director Aging & Social Services to Deputy Director Social and Placement Services, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the job description for the Deputy Director Social and Placement Services; and
- C) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board previously approved the contract between the County of Inyo and Darcia Blackdeer-Lent for the Provision of Personnel Services as the Health & Human Services, Deputy Director Aging & Social Services. During the fiscal year 2023-2024 budget process, this position was reclassified to Deputy Director Social and Placement Services to align with the restructuring of the Aging & Social Services Division. This contract is to change the title only, with no other changes to the provisions of the contract. With the restructure of the division, the duties of the position have also been changed, which are outlined in the new Deputy Director Social and Placement Services job description.

FISCAL IMPACT:

Funding Source	Federal and State Grants and Realignment	Budget Unit	Various Social Services Budgets
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract amendment and re-negotiate the terms and conditions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Darcia Blackdeer Lent/Amendment No. 1
2. Deputy Director Social and Placement Services Job Description

APPROVALS:

Keri Oney	Created/Initiated - 10/4/2023
Darcy Ellis	Approved - 10/4/2023
John Vallejo	Approved - 10/4/2023
Amy Shepherd	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023

AMENDMENT NUMBER One (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Darcia Blackdeer-Lent
FOR THE PROVISION OF PERSONAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Darcia Blackdeer-Lent of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated May 17, 2022, on County of Inyo Standard Contract No. 208, for the term from May 26, 2022 to Terminated.

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

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

County and Contractor hereby amend such Agreement as follows:

Any and all references to "Deputy Director Aging and Social Services" shall be amended to be "Deputy Director Social and Placement Services."

The job description shall be changed accordingly. (Attached)

The effective date of this Amendment to the Agreement is October 12, 2023.

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

AMENDMENT NUMBER One (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Darcia Blackdeer-Lent
FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

CONTRACTOR

By: Darcia Blackdeer-Lent
Signature
Darcia Blackdeer-Lent
Print or Type Name

Dated: 09/27/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER-LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES**

INTRODUCTION

WHEREAS, DARCIA BLACKDEER-LENT (hereinafter referred to as "Deputy Director Aging and Social Services") has been or will be duly appointed as an Deputy Director Aging and Social Services for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Director Aging and Social Services desire to set forth the manner and means by which Deputy Director Aging and Social Services will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Director Aging and Social Services hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Director Aging and Social Services shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Director Aging and Social Services under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Director Aging and Social Services will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director.

3. TERM.

The term of this Agreement shall be from May 26, 2022 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Director Aging and Social Services 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 Deputy Director Aging and Social Services.

B. Travel and Per Diem. County shall reimburse Deputy Director Aging and Social Services for the travel expenses and per diem which Deputy Director Aging and Social Services incurs in providing services and work under this Agreement. 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 Deputy Director Aging and Social Services 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 Deputy Director Aging and Social Services without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Director Aging and Social Services 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.

D. Manner of Payment. Deputy Director Aging and Social Services will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Director Aging and Social Services by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Director Aging and Social Services' obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Director Aging and Social Services that the performance of these services and work will require a varied schedule. Deputy Director Aging and Social Services, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Director Aging and Social Services to provide the services and work described in Attachment A must be procured by Deputy Director Aging and Social Services and be valid at the time Deputy Director Aging and Social Services enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Director Aging and Social Services 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, and professional licenses or certificates. Deputy Director Aging and Social Services will provide County, at County's request, 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 Deputy Director Aging and Social Services 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Director Aging and Social Services with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Director Aging and Social Services to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Director Aging and Social Services by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Director Aging and Social Services will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Director Aging and Social Services' possession.

B. Products of Deputy Director Aging and Social Services' 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 or product of, Deputy Director Aging and Social Services' 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, Deputy Director Aging and Social Services will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Director Aging and Social Services for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Director Aging and Social Services for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Director Aging and Social Services is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Director Aging and Social Services harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Director Aging and Social Services' services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Director Aging and Social Services one hundred eighty (180) days written notice of such intent to terminate. Deputy Director Aging and Social Services may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Director Aging and Social Services. County has relied upon the skills, knowledge, experience, and training of Deputy Director Aging and Social Services as an inducement to enter into this Agreement. Deputy Director Aging and Social Services shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Director Aging and Social Services agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Director Aging and Social Services agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible

by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Director Aging and Social Services only as allowed by law.

15. CONFLICTS.

Deputy Director Aging and Social Services agrees that Deputy Director Aging and Social Services 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. Deputy Director Aging and Social Services agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy Director Aging and Social Services 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, Deputy Director Aging and Social Services 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, Deputy Director Aging and Social Services by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Director Aging and Social Services or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo	
County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Deputy Director Aging and Social Services	
DARCIA BLACKDEER-LENT	Name
168 Brockman Lane	Street
Bishop, CA 93514	City and State

29. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER-LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY May 2022

**COUNTY OF INYO
SERVICES**

DEPUTY DIRECTOR AGING AND SOCIAL

By: *Don Tatham*

By: *Darcia Blackdeer-Lent*
Print or Type Name

Dated: 05/17/2022

Darcia Blackdeer-Lent
Signature

Dated: 5-11-2022

APPROVED AS TO FORM AND
LEGALITY:

Trace Church
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER-LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES**

TERM:

FROM: May 26, 2022 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Director Aging and Social Services shall perform the duties and responsibilities as identified in the job description for Deputy Director Aging and Social Services incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCI BLACKDEER-LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES**

TERM:

FROM May 26, 2022 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Director Aging and Social Services shall be compensated at Range 88 Step D and be paid \$8,807 per month and shall be paid every two weeks on County paydays, and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Health and Human Services Director will review Deputy Director Aging and Social Services performance annually.
3. Except as otherwise provided in this contract, Deputy Director Aging and Social Services shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. Deputy Director Aging and Social Services is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Director Aging and Social Services' use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER-LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES**

TERM:

FROM: May 26, 2022 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Director Aging and Social Services for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Director Aging and Social Services will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

**\\ \\ NOTHING FOLLOWS \\ **



**DEPUTY DIRECTOR OF SOCIAL AND PLACEMENT
SERVICES**

(MSS CLASS TITLE: DEPUTY DIRECTOR)

DEFINITION: Under executive direction, the Deputy Director of Social and Placement Services plans, organizes, and directs the overall administrative activities of one or more of the major divisions of a social services agency to include administrative services units, employment, eligibility, or social services programs, either directly or through subordinate managers; may act in the Director's absence; and perform related work as required. To see full Merit Systems Services Class Specification click on link here:

MSS Class Specification: Deputy Director

EMPLOYMENT STANDARDS

Education/Experience:

- A) PATTERN 1: One(1) year of full-time experience performing duties as a Social Services Program Manager, Program Manager, Staff Services Manager, or Senior Staff Services Manager within an Interagency Merit System County; OR
- B) PATTERN 2: Four (4) years of full-time supervisory experience in employment; eligibility; social service programs; or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency; OR
- C) PATTERN 3: A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program AND two (2) years of full-time supervisory or managerial experience in employment, eligibility, social services programs; or administrative or staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social service agency.

Knowledge of: Program development, administration, and service delivery related to programs in the area(s) of responsibility, which may include employment services, eligibility, and/or social services; Federal, state and local laws, rules, and regulations governing the operation of public social services agencies, including the California Welfare and Institutions Code and the California Department of Social Services Division Regulations; principles of public administration, including intergovernmental relationships affecting delivery of public services; current management and leadership theories, techniques, and applications to ensure

that strategies employed in the supervision and oversight of staff are effective and appropriate; planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to; budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures.

Ability to: Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders; monitor the activities in multiple programs or functions run by different subordinate managers or supervisors to ensure all activities are consistent with established policies and procedures, and the mission of the department; develop solutions to complex problems and issues relating to programs, procedures, and policies; be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action; apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant; analyze and evaluate the impact and effectiveness of programs, procedures and policies; develop alternate work plans and strategies in response to changing priorities, problems, or setbacks to allow for the completion of projects and work assignments within desired timeframes; develop short-range and long-range plans and schedules in support of operating goals and strategic plans of the department; develop systems and controls to ensure the quality of work performed by staff, and overall quality of services provided; delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects; read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain and apply; use a personal computer to input data, access information, and create materials and documents using a variety of software applications; communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters; write to ensure effective and clear communication and proper composition of reports, correspondence, email and other written communication; review and edit documents written by others to ensure proper format, sentence structure, grammar and punctuation.

Typical Physical Requirements: On a continuous basis, sit at a desk or in meetings for long periods of time; intermittently walk, stand and bend while going to/from other offices; lift and carry at least 25 pounds for at least 30 feet; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; climb and descend stairs; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with clients and to understand actions in public meetings, hearings or administrative proceedings; ability to drive long distances alone.

SPECIAL REQUIREMENTS: Possession of a valid California driver's license is required.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4217

Personal Services Contract - Morningstar Willis-Wagoner, Health & Human Services, Deputy Director Public Assistance and Aging County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Morningstar Willis-Wagoner for provision of personal services as the Deputy Director Public Assistance and Aging at Range 88, Step D, \$9,525 per month, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the Deputy Director Public Assistance and Aging job description; and
- C) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the fiscal year 2023-2024 budget process, your board approved the reclassification of the Employment and Eligibility Program Manager to the Deputy Director Public Assistance and Aging. This restructure split the prior Aging & Social Services Division into two divisions, allowing the Health & Humans Services Departments to better meet the Administrative needs of programs under each division, as well as better directly support the staff that work within each program.

The restructure also allows the Deputy Director Public Assistance and Aging to be better positioned to adjust to the increasing requirements for MediCal-eligible populations due to CalAIM and expanded re-entry services to individuals who are incarcerated, the increase in eligible population for IHSS, the expansion of employment services, and the development of CalORR and increasing regulatory requirements in all Employment and Eligibility programs.

The Deputy Director Public Assistance and Aging job description was developed to outline the duties and qualifications of the position.

FISCAL IMPACT:

Funding Source	Eastern Sierra Area Agencies on Aging funds; Social Services state and federal funding	Budget Unit	055800 and 683000
Budgeted?	Yes	Object Code	5001-5043
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and direct Personnel to renegotiate the terms of the contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Morningstar Willis-Wagoner - Deputy Director HHS Contract
2. HHS Deputy Director Public Assistance and Aging Job Description

APPROVALS:

Keri Oney	Created/Initiated - 10/4/2023
Darcy Ellis	Approved - 10/4/2023
John Vallejo	Approved - 10/4/2023
Amy Shepherd	Approved - 10/4/2023
Nate Greenberg	Final Approval - 10/6/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR PUBLIC ASSISTANCE AND AGING**

INTRODUCTION

WHEREAS, MORNINGSTAR WILLIS-WAGONER (hereinafter referred to as "Deputy Director") has been or will be duly appointed as a Deputy Director of Public Assistance and Aging for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Director desire to set forth the manner and means by which Deputy Director will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Director hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Director shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Director under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Director will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director.

3. TERM.

The term of this Agreement shall be from October 12, 2023, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Director 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 Deputy Director.

B. Travel and Per Diem. County shall reimburse Deputy Director for the travel expenses and per diem which Deputy Director incurs in providing services and work under this Agreement. 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 Deputy Director 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 Deputy Director without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Director 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.

D. Manner of Payment. Deputy Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Director by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Director's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Director that the performance of these services and work will require a varied schedule. Deputy Director, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Director to provide the services and work described in Attachment A must be procured by Deputy Director and be valid at the time Deputy Director enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Director 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, and professional licenses or certificates. Deputy Director will provide County, at County's request, 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 Deputy Director 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Director with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Director to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Director will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Director's possession.

B. Products of Deputy Director'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 or product of, Deputy Director'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, Deputy Director will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Director for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Director for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Director is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Director harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Director ninety (90) days written notice of such intent to terminate. Deputy Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Director. County has relied upon the skills, knowledge, experience, and training of Deputy Director as an inducement to enter into this Agreement. Deputy Director shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Director agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Director agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Director only as allowed by law.

15. CONFLICTS.

Deputy Director agrees that Deputy Director 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. Deputy Director agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy Director 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, Deputy Director 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, Deputy Director by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Director or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Director

<u>Morningstar Willis-Wagoner</u>	Name
<u>312 Sunland Dr.</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR PUBLIC ASSISTANCE AND AGING**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
10th DAY October, 2023.

COUNTY OF INYO

**DEPUTY DIRECTOR PUBLIC ASSISTANCE
AND AGING**

By: _____

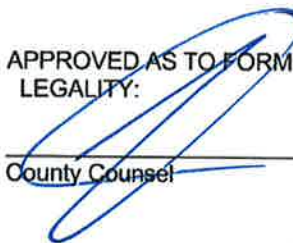
By: Morningstar Willis Wagoner
Print of Type Name

Dated: _____


Signature

Dated: 9/28/2023

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR PUBLIC ASSISTANCE AND AGING**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Director shall perform the duties and responsibilities as identified in the job description for Deputy Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR PUBLIC ASSISTANCE AND AGING**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Director shall be compensated at Range 88, Step D and be paid \$9,525 per month and shall be paid every two weeks on County paydays.
2. The Health and Human Services Director will review Deputy Director performance annually.
3. Except as otherwise provided in this contract, Deputy Director shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. Deputy Director is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Director's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR PUBLIC ASSISTANCE AND AGING**

TERM:

FROM: October 12, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Director for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Director will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS



DEPUTY DIRECTOR OF PUBLIC ASSISTANCE AND
AGING
(MSS CLASS TITLE: DEPUTY DIRECTOR)

DEFINITION: Under executive direction, the Deputy Director of Public Assistance and Aging plans, organizes, and directs the overall administrative activities of one or more of the major divisions of a social services agency to include administrative services units, employment, eligibility, or social services programs, either directly or through subordinate managers; may act in the Director's absence; and perform related work as required. To see full Merit Systems Services Class Specification click on link here:

[MSS Class Specification: Deputy Director](#)

EMPLOYMENT STANDARDS

Education/Experience:

- A) PATTERN 1: One(1) year of full-time experience performing duties as a Social Services Program Manager, Program Manager, Staff Services Manager, or Senior Staff Services Manager within an Interagency Merit System County; OR
- B) PATTERN 2: Four (4) years of full-time supervisory experience in employment; eligibility; social service programs; or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency; OR
- C) PATTERN 3: A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program AND two (2) years of full-time supervisory or managerial experience in employment, eligibility, social services programs; or administrative or staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social service agency.

Knowledge of: Program development, administration, and service delivery related to programs in the area(s) of responsibility, which may include employment services, eligibility, and/or social services; Federal, state and local laws, rules, and regulations governing the operation of public social services agencies, including the California Welfare and Institutions Code and the California Department of Social Services Division Regulations; principles of public administration, including intergovernmental relationships affecting delivery of public services; current management and leadership theories, techniques, and applications to ensure

that strategies employed in the supervision and oversight of staff are effective and appropriate; planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modifies as needed, and adhered to; budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures.

Ability to: Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders; monitor the activities in multiple programs or functions run by different subordinate managers or supervisors to ensure all activities are consistent with established policies and procedures, and the mission of the department; develop solutions to complex problems and issues relating to programs, procedures, and policies; be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action; apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant; analyze and evaluate the impact and effectiveness of programs, procedures and policies; develop alternate work plans and strategies in response to changing priorities, problems, or setbacks to allow for the completion of projects and work assignments within desired timeframes; develop short-range and long-range plans and schedules in support of operating goals and strategic plans of the department; develop systems and controls to ensure the quality of work performed by staff, and overall quality of services provided; delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects; read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain and apply; use a personal computer to input data, access information, and create materials and documents using a variety of software applications; communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters; write to ensure effective and clear communication and proper composition of reports, correspondence, email and other written communication; review and edit documents written by others to ensure proper format, sentence structure, grammar and punctuation.

Typical Physical Requirements: On a continuous basis, sit at a desk or in meetings for long periods of time; intermittently walk, stand and bend while going to/from other offices; lift and carry at least 25 pounds for at least 30 feet; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; climb and descend stairs; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with clients and to understand actions in public meetings, hearings or administrative proceedings; ability to drive long distances alone.

SPECIAL REQUIREMENTS: Possession of a valid California driver's license is required.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4211

Update on the Inyo County Public Safety and Administration Land Mobile Radio System

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

This is an informational item only, however, the Board may provide direction to staff as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

Like many other rural counties, over the last several decades, Inyo County has incrementally built and attempted to maintain a Land Mobile Radio System (LMRS) that adequately supports the needs of public safety and administration field communications. These communication systems are vital to our first responders, and provide critical communication with cooperating partners and allied agencies for daily operations - especially when other communication systems are not available.

Land Mobile Radio Systems rely on a combination of centralized repeater technology - strategically located on mountaintops - which ground "subscriber" radios can talk through to communicate with others in the field, as well as dispatch. These systems rely on a combination of physical infrastructure (tall steel towers with attached antennae, weatherproof vaults housing supporting technology, and power systems which support their functioning), and a complex set of technology which enables the function of the system. When properly designed and adequately maintained, these LMRS are extremely stable and offer reliable communications which have stood the test of time.

Unfortunately, Inyo County's traditional, analog Very High Frequency (VHF) system has been neglected in many respects for several years - leading to a significant degradation in coverage, reliability, and service quality. Additionally, the County has effectively independently maintained several separate radio systems for law, EMS, fire/911, and roads, with nearly no coordination between any of the responsible parties. As a result, the current VHF system is in desperate need of repair and maintenance. To further complicate matters, there has traditionally been very limited technical subject matter expertise within the County, and as a result there has been a large reliance on outside consultants and experts to help maintain our system.

Additionally, in response to coverage challenges faced by the Inyo County Sheriff's Department, in 2021, Sheriff leadership made a decision to implement a new private digital Ultra High Frequency (UHF) radio system. Though the system did address some of the communication issues in the southeast portion of the county, it also created a number of interoperability challenges and has generally fallen short of the

desired operating state for the department.

This item will provide an overview of the work that has been done by Administration, Information Services, and the Sheriff's Department in coordination with allied agencies to improve the operating state of the existing VHF system, and chart a more thoughtful path forward for future needs of all parties.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	011810 - County Radio Communication Fund
Budgeted?	Yes	Object Code	
Recurrence	One-Time and Ongoing		
Current Fiscal Year Impact			
Approximately \$70,000 for mountaintop radio equipment, not including any handheld radios.			
Future Fiscal Year Impacts			
Unknown at this time.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

No action is required for this item. However, should the Board decide to redirect staff, additional impacts to public safety communications will likely continue.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. County Radio Update - October 10, 2023

APPROVALS:

Nate Greenberg	Created/Initiated - 10/4/2023
Darcy Ellis	Approved - 10/5/2023
Noam Shendar	Approved - 10/5/2023
John Vallejo	Approved - 10/5/2023
Amy Shepherd	Approved - 10/5/2023
Meaghan McCamman	Final Approval - 10/5/2023

INYO COUNTY LAND-MOBILE RADIO SYSTEM UPDATE



10 October 2023



AGENDA

1. Existing System Overview
2. Short-Term Plan
3. Mid/Long-Term Concepts



CURRENT CHALLENGES

- **30+ year old neglected analog/VHF system**
 - Coverage challenges
- **Attempt to modernize on private digital UHF system**
 - Interoperability problems
 - Coverage limitations
- **No overarching coordination**
 - Inefficient budgeting
 - Lack of maintenance, management, coordination, planning



BIG PICTURE



- 6 Primary Sites
- 3 Main User Groups
 - Law (Sheriff)
 - Fire/EMS
 - Roads
- Analog (VHF) + Digital (UHF)



SUMMARY OF MOUNTAINTOP ASSETS AND OPTION 2 (ANALOG) WORK

	Silver	Maz-ourka	Cerro Gordo	Little Lake or El Paso	Rogers	Ibex
SO1						
SO2						
Inyo 911						
EMS 1						
EMS 2						
Inyo Roads						

Legend

Existing Asset – Preventive Maint.

Repeater	Approximate Coverage
Silver	Bishop to Big Pine
Mazourka	Big Pine to Lone Pine
Cerro Gordo	Lone Pine to Haiwee
Little Lake / El Paso	Haiwee to Pearsonville
Rogers	Darwin to DV Junction
Ibex	Tecopa to Shoshone



NETWORK OVERVIEW

LAW

**Analog (VHF)
System**

**Digital (UHF)
System**

FIRE / EMS

**Analog (VHF)
System**

**3 channels
(EMS 1, 2, Fire 911)**

ROADS

**Roads (VHF)
System**

1 channel



LAW (SHERIFF) OVERVIEW

• Digital (UHF)

- Private system (Mobile Relay Associates)
 - Acquired in 2021
- Goals:
 - Improved coverage, capacity and functionality
 - Stability & reliability of system
- Challenges:
 - Interoperability with partner agencies
 - Poor coverage in the Bishop area
 - Losing coverage in Tecopa/Shoshone soon

• Analog (VHF):

- 30+ year old system
- Stable; interoperable
- Challenges:
 - Aged infrastructure/technology – current needs
 - Requires investments & maintenance
 - Dispatch coverage (DV & SE County)



SHORT-TERM OBJECTIVES

- **Improve Coordination**

- Coordinate radio budgets (Sheriff, HHS Ambulance/Fire, and Roads) to improve use of funding
- Leverage economies of scale through centralized contracting/leasing
- Establish regional working group/steering committee (transparency/improved decision making)

- **Infrastructure Refresh**

- Replace mountaintop equipment as needed to create reliable (VHF) Law, Fire/EMS, and Roads channels
- Develop ongoing preventative maintenance plans

- **Planning**

- Develop mid- and long-term plans for system expansion, interoperability, and stability



SHORT TERM FOCUS

	Option 1: Digital System (MRA)	Option 2: VHF Analog System	Option 3: Dual Focus
Cost	Higher	Lower	Highest
Interoperability	Poor	Great	Good but complex
Functionality Needs	Moderate	Moderate	N/A
Future-proofing	Poor	Good but not perfect	Great

- Repair and stabilize existing VHF mountaintop system for 3 main channels
- Acquire new subscriber radios with long-term in mind
- Develop mid & long-term strategies based on stakeholder needs
- Establish maintenance program & regional governance structure



SUMMARY OF MOUNTAINTOP ASSETS AND OPTION 2 (ANALOG) WORK

	Silver	Mazourka	Cerro Gordo	Little Lake or El Paso	Rogers	Ibex
SO1	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Consider Adding Assets	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.
SO2	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.
Inyo 911	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Consider Adding Assets	Consider Adding Assets	Consider Adding Assets
EMS 1	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.
EMS 2	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.
Inyo Roads	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Existing Asset – Preventive Maint.	Consider Adding Assets	Existing Asset – Preventive Maint.	Consider Adding Assets

Legend

Existing Asset – Preventive Maint.
Consider Adding Assets

Repeater	Approximate Coverage
Silver	Bishop to Big Pine
Mazourka	Big Pine to Lone Pine
Cerro Gordo	Lone Pine to Haiwee
Little Lake / El Paso	Haiwee to Pearsonville
Rogers	Darwin to DV Junction
Ibex	Tecopa to Shoshone



SUMMARY AND NEXT STEPS

- **Where We Stand**

- Complex system that lacks coverage and interoperability – several functionality challenges
- Sheriff, EMS, and Road system oversight has never been coordinated
- Behind on preventive maintenance

- **Next Steps**

- Simplify by focusing on shoring up the analog system first
- Replace equipment efficiently and as needed to improve coverage and stability
- Coordinate budgets and purchases across all departments
- Begin long-term planning process, including and involving regional partners



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4210

Distribution of One-Time Funding to Volunteer Fire Districts to Bolster Emergency Medical Services

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Find that a public purpose(s) exists to bolster EMS throughout the County, and authorize the one-time allocation of \$25,000 to the following volunteer fire departments: Big Pine Fire Protection District; Independence Fire Protection District; Lone Pine Fire Protection District; Olancha Fire Protection District; Southern Inyo Fire Protection District.

BACKGROUND / SUMMARY / JUSTIFICATION:

As your Board is aware, early in 2023 the then existing 911 ambulance / emergency medical service ("EMS") provider informed the County it was terminating its agreement to operate in the greater Bishop area. In April of 2023, Inyo County contracted with Coast 2 Coast (C2C) Ambulance to step in and provide EMS for a short-term basis. On July 18, 2023, C2C announced to the Inyo County Board of Supervisors that it was unable to bring in the revenue initially anticipated due to the non-exclusive nature of the Bishop Operating Area. Prior to C2C's announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term EMS options were in progress. However, C2C's announcement came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. This request for an EMS subsidy was the first of its kind for Inyo County, as all prior EMS had been delivered without any direct financial contribution supporting the operation(s). Given the limited notice provided by C2C and their then existing contract expiring in just five days, coupled with the requirements of Inyo County's purchasing policy, the County could not simply accept the \$60k request without a competitive process. At the same time, the County did not have any other realistic options for ensuring the continuity of this service on such short notice without subsidizing a service provider.

Given the above, County Administration subsequently advised the Board of its intent to sign a short-term agreement with an amount up to \$25,000. During a discussion of this topic with the Board, the Board received feedback from volunteer fire/ambulance providers, hospital emergency department heads, among others regarding the importance of sustaining EMS service countywide, beyond the Bishop Operating Area. During this discussion, your Board indicated an interest in distributing the same amount of funding to the other six volunteer districts providing EMS in other regions of the County, and directed staff to take the steps necessary to carry out this funding distribution. On September 29, 2023, the Inyo County Board of Supervisors approved the Fiscal Year 2023-2024 Budget, which included \$150,000 in a new Emergency Medical Services budget unit. This General Fund obligation was included as a set aside

to carry out the Board's direction. This item is now before you to specifically authorize the funding distribution per the Board's prior direction.

A broader discussion of the potential for additional future funding for EMS would be premature at this time given the unknown long-term financial commitment required to support EMS and the anticipated regional EMS study being conducted by Emergency Services Consultants Incorporated.

FISCAL IMPACT:			
Funding Source	General Fund - Emergency Medical Services Budget	Budget Unit	011404
Budgeted?	Yes (\$150,000)	Object Code	5539
Recurrence	Unknown		
Current Fiscal Year Impact			
\$150,000 is currently budgeted for FY 23-24.			
Future Fiscal Year Impacts			
Unknown.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve this funding distribution and the special districts would continue to operate as they have.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor/Controller; Volunteer Fire Districts

ATTACHMENTS:

APPROVALS:

Nate Greenberg	Created/Initiated - 10/2/2023
Darcy Ellis	Approved - 10/4/2023
John Vallejo	Approved - 10/6/2023
Amy Shepherd	Approved - 10/6/2023
Meaghan McCamman	Final Approval - 10/6/2023



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 10, 2023

Reference ID:
2023-4212

Tropical Storm Hillary After Action Review Presentation County Administrator - Emergency Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Informational item only.

BACKGROUND / SUMMARY / JUSTIFICATION:

On August 19th, 2023, Tropical Storm Hillary entered the Eastern Sierra - tracking north up the Owens Valley, before turning east near Big Pine and heading out of the area. By the morning of August 21st, 2023 the impacts of Hillary were evident, the most significant of which affected the 5th District.

The Lone Pine Paiute Shoshone Reservation, community of Oak Creek, and north side of Whitney Portal Road all faced evacuations due to historic amounts of rainfall which overwhelmed creeks and impacted the Los Angeles Aqueduct. Beyond the Owens Valley, Death Valley National Park and the communities in the southeast part of Inyo County were all significantly impacted. A total of 24 County roads were damaged, many significantly, in addition to miles of state highway - all of which will likely take nearly a year to repair.

There were no known injuries or fatalities due to the event, and in most regards the event can be looked at as a successful coordination between County departments and agency partners. However, there were - as there always are - mistakes and issues with response approaches. In order to document and further learn from the event and associated response efforts, Inyo County invited nearly 40 cooperators to participate in an After Action Review/Hotwash on September 11th, 2023 in Independence.

An After Action Report (AAR) was produced based on comments made during the September 11th Hotwash. This document was circulated for comments on September 25th, 2023 and the final draft published on Friday, October 6th.

This item will allow staff to provide a high-level overview of the findings from the AAR and highlight the areas of focus as we look to continually improve our disaster response and emergency coordination efforts.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Tropical Storm Hilary - Final AAR

APPROVALS:

Nate Greenberg	Created/Initiated - 10/1/2023
Darcy Ellis	Approved - 10/2/2023
Mikaela Torres	Approved - 10/5/2023
Tim Bachman	Approved - 10/5/2023
Nate Greenberg	Approved - 10/5/2023
John Vallejo	Final Approval - 10/5/2023

After Action Report: Tropical Storm Hilary Inyo County, California

Incident Background

Inyo County, California, faced a significant and historical weather event from Saturday, August 19, 2023, through the early morning hours of Monday, August 21, 2023, as Tropical Storm Hilary moved north, bringing record rainfall and devastating flooding. The incident was further compounded by lingering storms attributed to the ongoing monsoonal season, extending its impact throughout August 29. This extreme weather led to the closure of vital roadways, including Highway 395, isolation of communities, and extensive damage to local infrastructure. Despite the challenging conditions, there were no reported injuries or fatalities within Inyo County. The incident's long-term impacts include the need for extensive repairs, infrastructure resilience planning, and improved flood management measures to address future extreme weather events.

Start and End Dates of the Incident:

The incident began on Saturday, August 19, 2023, as Tropical Storm Hilary moved north through southern California and weakened into a post-tropical cyclone over Nevada. The incident finally subsided during the early morning hours of Monday, August 21, 2023, as Tropical Storm Hilary dissipated. However, lingering storms persisted throughout the week due to the ongoing monsoonal season, exacerbating the impact in the region.

Area Impacted:

The impact of Tropical Storm Hilary was widespread, affecting multiple regions; all of Inyo County saw 200-300% of normal precipitation in the month of August, contributing to the widespread flooding and damage.

- A hard closure for Death Valley National Park was issued on August 20, trapping 400 residents and a small number of visitors due to a lack of highway and ingress/egress.
- This storm caused the record wettest month with notable rainfall totals:
 - Bishop Airport: 2.08" (Previous record: 0.72" in August 2022)
 - Oak Creek RAWS: 3.73" (Previous record: 1.38" in 2022)
 - Five Mile RAWS: 3.90" (Previous record: 0.84" in 2005)
 - Cottonwood Mountain: 5.89"
 - Death Valley: 2.29"
 - Tecopa/Shoshone: 2.31"

Impact on Local Infrastructure:

The storm caused significant damage to local infrastructure, including:

- Numerous local, State, and Federal roads and highways were damaged and subsequently closed, including Highway 395 and 24 County roads.
- The Los Angeles Department of Water and Power (LADWP) Aqueduct was impacted by extensive sediment and experienced damage which required immediate repair.
- LADWP reported 80% or more of their southern Inyo structures compromised.
- The communities of Keeler, Darwin, and Panamint Valley became completely inaccessible for ingress and egress.

After Action Report: Tropical Storm Hilary Inyo County, California

- All southern Inyo communities essentially became isolated due to the closure of Highway 395 for a period of nearly 24 hours.

Injuries & Fatalities:

Fortunately, there were no reported injuries or fatalities within Inyo County attributed to the incident.

Utility Outages:

Southern California Edison reported two power outages:

- One in Bishop that was related to fallen vegetation and lasted only a few hours; and
- The second, at Blackwater Station in south county, which is a recurring issue due to its remoteness and limited access, which lasted 14 hours.

Evacuations:

Evacuation Orders and Warnings were issued in response to the storm as follows:

- Death Valley National Park Service evacuated its employee housing area on August 19 due to anticipated impacts. Staff gradually repopulated the Park throughout the week.
- The Inyo County Sheriff's Office (ICSO) issued three alert and warning messages:
 - Lone Pine Paiute Shoshone Reservation: One Evacuation Warning issued on the west side around 2300 on Sunday, August 20 by ICSO, and was lifted the following day.
 - Oak Creek area: One Evacuation Order was issued around 2300 on Sunday, August 20 by ICSO. An Evacuation Center was opened at the Owens Valley Unified School District around 0100 on Monday, August 21. The Evacuation Order for Oak Creek was lifted on August 29.
 - Whitney Portal area: An Evacuation Order was issued and later lifted on August 29 by the Inyo County Sheriff's Office.

Response Activities

The response to Tropical Storm Hilary in Inyo County involved a series of coordinated and proactive efforts:

Historical Impacts:

The response was informed by prior experiences with catastrophic storms, including the "January Storms" and "March Storms/Spring Runoff" earlier in the year, which were federally-declared disasters. Learning from these past events, responders anticipated problem areas and communicated expectations to agencies like Caltrans, LADWP, and ICSO to prepare for water impacts on the highways and roadways. Unfortunately, the region was still very much in a recovery mode following winter & spring and the arrival of Hillary was untimely and further stressed the already stretched resources and systems of all agencies.

Weather Monitoring and Alerts:

After Action Report: Tropical Storm Hilary Inyo County, California

County and other emergency managers began coordinating with the Las Vegas National Weather Service (NWS) beginning on Thursday, August 17, and were joining multiple daily calls into and over the weekend. NWS issued a flash flood watch from August 18, 2023 at 1100 through the morning of August 22, 2023, providing early warning and highlighting potential impacts. Unfortunately, at the time it was unclear exactly where the storm track would focus the force of Hilary, making planning slightly more complex

Evacuation Warnings and Orders were issued as specific above via Inyo County's CodeRed (Reverse 911) System, as well as iPAWS (cellular push notification), focused on the geographic areas of concern. One Evacuation Warning was issued on the west side of the Lone Pine Paiute Shoshone Reservation, one Evacuation Order for the Oak Creek community in Independence, and an Evacuation Order for the northern side of Whitney Portal Road from roughly Horseshoe Meadows Road to the Lone Pine Campground. The Caltrans Public Information Officer also issued a flood warning for Highway 395.

Activation of Emergency Operation Centers (EOCs):

In coordination with the Inyo County Sheriff's Department, the Inyo County Director of Emergency Services activated a virtual EOC on Friday, August 18, at 1600, with County staff. This activation ensured continuous coordination among Inyo County departments throughout the weekend and leading up to the storm event.

The EOC was further scaled up on Monday, August 21, involving all key County partners and cooperating agencies/stakeholders. This virtual EOC remained active throughout the week, with the final EOC meeting occurring on Monday, August 28.

Staffing and Equipment Preparedness:

ICSO and Inyo County Public Works had additional staff on-call and on standby to respond to the event.

Inyo County Administration (including emergency management staff) were available and engaged in recurring EOC calls beginning Friday, August 18th and remained so throughout the event.

Inyo County Health and Human Services (HHS) pre-positioned shelter trailers in Bishop, Independence, and Lone Pine, and had a shelter point-of-contact on-call throughout the duration of the event.

HHS contacted local hospitals and care facilities to assess their status and needs throughout the event.

ICSO coordinated inmate crews to assist with sandbagging. Local fire departments distributed sandbags to their respective communities.

Inyo County Road Department and Caltrans collaborated to address potential flooding at the Inyo County jail.

LADWP had additional equipment and staff pre-positioned, along with 24-hour surveillance on dams and reservoirs, as well as crews monitoring the aqueduct and waterways.

After Action Report: Tropical Storm Hilary Inyo County, California

Caltrans District 9 maintained 24-hour crews for storm procedures, including a 24/7 dispatch and regular reports to headquarters. Engineers were prepared with a list of potential contractors for needed repairs.

Death Valley National Park stood up an Incident Command EOC to address issues as they arose within the Park.

Southern California Edison activated their Incident Management Team and increased staggered staffing.

Local fire departments had critical resources on-call, including helicopters, paramedics, and swift water rescue teams.

Fire departments also had engines and staff on standby for rapid deployment.

The Lone Pine Tribe took proactive measures to manage ditches and debris on the Reservation in preparation for the storm.

Fort Independence had various equipment pre-staged in preparation for the storm.

Community Support and Accessibility:

ICSO delivered essential items, including medications and mail, to residents in isolated communities like Darwin and Keeler, whose access/egress was blocked.

ICSO and HHS coordinated efforts to deliver a 30-day supply of food and water for 50 community members to the Timbisha Shoshone Reservation in Death Valley early in the event.

Health and Human Services (HHS) maintained communication with isolated communities to address any unmet needs. Cots and blankets were delivered to Tecopa.

Collaborative efforts between the County, Caltrans, and LADWP facilitated the opening of local access routes for residents in Keeler and Darwin.

Recovery Activities:

As part of the recovery process following Tropical Storm Hilary, several significant milestones have been achieved:

Southern California Edison (SCE) successfully restored power to the two impacted circuits, ensuring electricity was once again available to affected areas.

LADWP's diligent efforts led to the successful removal of sediment within the aqueduct, a crucial action to ensure the continued functioning of this water infrastructure, lessening the flooding and impact on roadways.

Caltrans reopened Highway 395, a vital transportation route, within just 24 hours, contributing to the restoration of crucial access to Inyo County communities.

In a collaborative effort with Caltrans, the Death Valley National Park Service road crew successfully regained access to Stovepipe Wells and Death Valley Junction via Highway 190.

After Action Report: Tropical Storm Hilary Inyo County, California

Death Valley National Park successfully facilitated the engagement of a contractor to address critical repairs to the sewer system within the potable water infrastructure serving Furnace Creek.

Death Valley National Park orchestrated the recruitment of 50-60 employees from other national parks to provide much-needed assistance. These dedicated individuals joined efforts to support the Park's recovery endeavors, contributing their skills and expertise to the restoration of vital services and infrastructure.

Collaborative recovery efforts were initiated by multiple agencies, including LADWP, Caltrans, and Inyo County Roads, to address the extensive damages incurred by roadways, bridges, and culverts. These efforts represent a significant step toward restoring essential infrastructure, though the effort will likely take months to years to complete.

In addition to the extensive physical damage, both private and public entities throughout the county are experiencing significant financial repercussions as a result of this storm. The closure of Highway 190 and other major collector roads not only affects tourism and related income but also hampers our response capabilities. This includes the need to navigate longer, alternative routes or even extend coverage to neighboring jurisdictions due to restricted access.

Initial Damage Estimates for public infrastructure were diligently collected and provided to the California Governor's Office of Emergency Services (CALOES).

In recognition of the substantial damage incurred during Tropical Storm Hilary, Inyo County has requested Public Assistance (PA), highlighting the need for state support in addressing the aftermath of this event.

Inyo County has not applied for Individual Assistance (IA), reflecting the ongoing evaluation of the specific needs and circumstances of the affected individuals and households.

These recovery activities mark significant progress in the aftermath of Tropical Storm Hilary and demonstrate the collaborative efforts of various agencies and organizations to restore normalcy to the affected communities.

Strengths and Successes

The response to Tropical Storm Hilary in Inyo County, California, showcased a series of strengths and successes in emergency management. Effective communication was maintained through real-time updates on road closures and information-sharing via text threads involving local fire departments, ICSO, LADWP, and Caltrans. Strong interagency relationships, cultivated over the past year, facilitated swift information sharing, while cross-agency road crews and resource-sharing further enhanced response capabilities, ensuring that resources were efficiently directed to areas in need. Extensive prior collaboration during the spring runoff disaster had already established well-practiced protocols for disaster response, including activities like culvert clearing and water dispersion. Proactive preparedness measures and staffing protocols were in place to anticipate worst-case scenarios. The prepositioning of critical resources, from air support to swift water rescue teams, demonstrated thorough planning with multiple backup contingencies. Moreover, the commitment of all agencies to engage in a collaborative Hotwash/After Action Review (AAR) process exemplified a shared dedication to continuous improvement.

After Action Report: Tropical Storm Hilary Inyo County, California

Effective Communication:

Local fire departments maintained real-time updates on road closures and essential information through a coordinated text thread involving ICSO, and Caltrans. This seamless communication enabled swift decision-making during the incident.

Interagency Collaboration:

Jurisdictions had prior experience working together during the spring runoff disaster, resulting in established protocols and practices for disaster response.

Relationships developed over the past year, beginning with the previous year's tropical storm incident, proved invaluable. The willingness of all agencies to answer phone calls and collaborate fostered a sense of trust and facilitated swift information sharing and decision-making.

Cross-Agency Road Crew Collaboration:

The coming together of road crews from multiple agencies to gain access to isolated island communities, particularly in Death Valley National Park, showcased the strength of interagency partnerships. The collaboration between park crews and Caltrans allowed for effective road clearance and access, which might not have been possible otherwise.

Preparedness and Resource Allocation:

In anticipation of worst-case scenarios, preparedness measures and staffing protocols were in place, ensuring adequate resources for response efforts. In particular, ICSO had proactive plans in place.

Local fire departments successfully prepositioned critical resources such as air support, paramedics, and swift water rescue teams. Multiple backup plans were in effect to ensure resource availability when needed, and this information was effectively communicated to partner agencies.

Activities such as clearing culverts and creating areas for water dispersion were already in place, demonstrating a high level of interagency coordination.

Resource Sharing:

Agencies demonstrated the ability to share resources as needed, enhancing the overall response capabilities and ensuring that resources were efficiently deployed to areas with the greatest need. This collaborative approach contributed to a more effective response to the incident.

Collaborative After Action Review (AAR):

The commitment of all participating agencies to engage in the After Action Review (AAR) process is a notable strength. This collective effort demonstrates a shared commitment to continuous improvement and a willingness to collaborate on enhancing future response strategies.

The strengths and successes from the Tropical Storm Hilary response was made possible from lessons learned from the previous storms in the last year.

After Action Report: Tropical Storm Hilary Inyo County, California

Areas Needing Improvement

In reflecting on the response to Tropical Storm Hilary, there are several areas where improvements and enhancements could be made for future incidents. These areas include:

Enhance Tribal Communication:

Lesson 1: Improve communication with tribal communities leading up to and during emergency events, including regularly updating contact lists and providing education to tribal leadership, as well as government-to-government communication regarding impacts on Tribal lands.

Recommendation 1: Establish dedicated communication channels with tribal leaders and ensure their active involvement in emergency response coordination.

Improve Internal EOC Communication:

Lesson 2: Expand the County EOC to include fire departments and the City of Bishop to improve situational awareness and information sharing. Further improve internal communication within the EOC.

Recommendation 2a: Implement clear and standardized communication protocols leveraging pre-built WhatsApp groups that include all EOC staff to ensure timely and accurate information sharing.

Recommendation 2b: Implement the GEMS alert & warning system and further build out notification groups to ensure all interested parties are aware of key events.

Evacuations, Alerts & Warnings

Lesson 3: Clarify the distinction between Evacuation Orders and Evacuation Warnings for all partner agencies and strive to educate the general public to avoid future confusion around messaging.

Recommendation 3: Develop and communicate clear guidelines for issuing and understanding evacuation messages, including the use of standardized terminology.

Lesson 4: Clarify processes associated with issuing evacuation messages, including standard individuals who require notification, individuals responsible for making evacuation decisions, and workflow/processes once an evacuation is determined to be necessary.

Recommendation 4: Continue the implementation of the Zonehaven evacuation management system and associated GEMS emergency alert system. Engage all appropriate stakeholders in the process to better define processes and ensure a common understanding for how events should be managed and notifications released.

After-Hours Communication Channels:

Lesson 5: Establish more effective after-hours communication channels with the EOC to ensure timely response to emerging situations.

Recommendation 5a: Implement dedicated communication protocols and mechanisms for after-hours EOC operations, including direct channels between all EOC divisions and associated staff.

**After Action Report: Tropical Storm Hilary
Inyo County, California**

Recommendation 5b: Ensure contact lists are kept up to date by all parties in a shared online location.

Recommendation 5c: Develop a comprehensive call-down list with clarity around leadership availability & staff rotations.

Communication System Reliability:

Lesson 6: Communication systems are vulnerable throughout the County.

Recommendation 6: Determine and implement redundant communication systems using diversified paths for all partner agencies at key locations. Leverage Digital 395 infrastructure wherever possible.

Coordination and Partnerships:

Lesson 7: Provide clear guidance to external partners on whom to contact within the county structure during emergencies.

Recommendation 7: Foster stronger formalized communication between the fire department and the EOC, ensuring seamless collaboration during incidents.

Community and Individual Preparedness:

Lesson 8: Promote community and individual preparedness through public education efforts to ensure residents are better equipped to handle emergency situations.

Recommendation 8: Develop and implement community-based preparedness initiatives that engage residents in disaster readiness, response, and recovery.

Effective Information Dissemination:

Lesson 9: Improve the dissemination of clear and accurate information on social media and official webpages.

Recommendation 9: Fully leverage the Ready Inyo website as a “single source of truth” for event response and recovery efforts. Further utilize robust social media and online communication strategies to rapidly disseminate information during emergency events.

Training and Preparedness:

Lesson 10: Provide updated training for EOC command staff on EOC operations and ensure that new HHS staff receive training on evacuation center and shelter operations.

Recommendation 10: Develop a comprehensive training program for emergency response personnel, with a focus on improving EOC operations and expanding the pool of trained staff members.

Emergency Planning and Resources:

Lesson 11: Ensure that communities and tribal agencies have comprehensive emergency operations plans and are connected to the EOC.

**After Action Report: Tropical Storm Hilary
Inyo County, California**

Recommendation 11: Collaborate with communities and tribal entities to develop and maintain emergency plans, including provisions for emergency medical care during highway closures and accessible evacuation centers.

Resource Management:

Lesson 12: Develop and maintain a shared resource list with responding agencies to optimize resource allocation.

Recommendation 12: Establish a centralized resource management system to ensure efficient deployment of resources based on real-time needs.

EOC Meetings:

Lesson 13: Ensure availability and coordination of key resources in anticipation of incoming weather events and anticipated natural disasters.

Recommendation 13: Maintain regular interagency coordination through EOC meetings to enhance readiness and preparedness.

Recommendation 13b: Some parties have indicated that a physical EOC should have been opened in South County. The County, in coordination with other stakeholders, will be discussing trigger points, standard practices, and approaches for opening an EOC for future events.

These lessons learned are vital for enhancing emergency management practices in Inyo County and ensuring a more effective response to future incidents.

**After Action Report: Tropical Storm Hilary
Inyo County, California**

Improvement Plan

Area of Improvement	Corrective Action	Responsible Entity	Target Completion Date
Communication Updates	Implementation of WhatsApp Communication Groups	County Admin ICSO County Office of Emergency Services (OES) County HHS	2 months
Confusion Around Evacuation Order v. Warning	Education and Messaging, Community Education Campaign	ICSO	Ongoing
Timeliness of Emergency Operations Center (EOC) Meetings	Early Initiation of EOC Meetings Enhanced Unified Command Meeting Schedule	County OES	October 2023
Lack of Clarity on Emergency Contact Information	Creation of Comprehensive Contact List	County OES	November 2023
Evacuation Communication for Tribal Nations	Enhanced Communication with Tribal Nations	ICSO Tribal Nations County OES County HHS	Ongoing
Pre-Event Communication	Enhanced Pre-Event Partner Communication	County OES	October 2023
Lack of Awareness and Understanding of the Emergency Operations Plan (EOP)	Verify, Update, and Distribute EOP	County OES	December 2023
Lack of Awareness Regarding Available Resources	Creation of Comprehensive Resource List and Map	County OES (in coordination with all partners)	March 2024
Community Preparedness	Community Resilience Outreach and Education Program	County OES County HHS	Ongoing
Evacuation Center Awareness and Protocol	Update Evacuation Center Location List and Accessibility Update Protocols for Opening Evacuation Centers	County HHS	December 2023

**After Action Report: Tropical Storm Hilary
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Area of Improvement	Corrective Action	Responsible Entity	Target Completion Date
Lack of County Representation in South County	Regular Countywide Emergency Planning with Rotating Meeting Locations	All County Departments	Ongoing
Evacuation Management Enhancement	Contract with Genasys Emergency Management Systems	County OES ICSO County HHS	September 2024

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Improvement Plan

Implementation of WhatsApp Communication Groups:

To address the area of improvement related to communication updates, we will implement a structured approach using WhatsApp communication groups. This corrective action aims to enhance real-time communication, streamline information dissemination, and improve coordination among key stakeholders during emergency events.

Identification of Stakeholder Groups: Identify and categorize key stakeholder groups, including internal EOC teams, external partners, tribal communities, and agencies involved in emergency response.

Creation of WhatsApp Groups: Create separate WhatsApp groups for each stakeholder category to ensure focused and efficient communication.

Group Administration: Appoint group administrators responsible for managing and monitoring each WhatsApp group. Administrators will include designated individuals from the EOC and relevant agencies.

Regular Updates: Establish a protocol for regular updates within WhatsApp groups, including the sharing of critical information, situational updates, evacuation notices, and resource requests.

Training and Awareness: Conduct training sessions to educate stakeholders on the use of WhatsApp groups for emergency communication. Ensure that all relevant personnel have the WhatsApp application installed and are familiar with its features.

Testing and Drills: Perform communication drills and tests to evaluate the effectiveness of WhatsApp groups in facilitating rapid and accurate information exchange.

Feedback Mechanism: Establish a feedback mechanism within WhatsApp groups for stakeholders to report issues, share suggestions, and continuously improve the communication process.

Implementation of a Community Education Campaign on Evacuation Procedures

To mitigate the confusion surrounding Evacuation Orders and Warnings, we will initiate a comprehensive community education campaign focused on educating residents and stakeholders about evacuation procedures, distinctions between Evacuation Orders and Warnings, and the appropriate response during emergency events.

Assessment and Resource Gathering: Conduct a thorough assessment of existing educational materials, resources, and community awareness levels related to evacuation procedures. Identify gaps in knowledge and resources.

Development of Educational Materials: Create clear and concise educational materials, explaining the differences between Evacuation Orders and Warnings, and outlining the steps to follow in each scenario.

Multimedia Outreach: Utilize a variety of communication channels, including social media, local newspapers, community websites, and public service announcements, to disseminate educational materials to the community.

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Ongoing Awareness Campaign: Implement a sustained awareness campaign, including regular updates and reminders, to ensure the information remains fresh in the community's mind.

Collaboration with Local Organizations: Partner with local community organizations, civic groups, and tribal leaders to reach a wider audience and tailor educational efforts to specific demographics.

Early Initiation of EOC Meetings

To improve the timeliness of emergency response and coordination, we will implement a proactive approach by initiating EOC meetings earlier in the incident timeline, especially when we anticipate weather events or emergencies with known lead times.

Incident Assessment: Establish a clear protocol for incident assessment that considers early warning indicators, such as weather forecasts, predictions, and historical data.

Pre-Incident Planning: Develop pre-incident plans for specific types of events, such as severe weather events, where early initiation of EOC meetings is anticipated.

Early Activation Trigger: Determine specific trigger points or criteria for the early activation of EOC meetings. These triggers may include lead times, projected impact severity, and risk assessments.

Notification System: Implement a notification system to promptly alert key personnel and stakeholders about the initiation of EOC meetings, even before an incident officially starts.

Meeting Frequency: Define the frequency of early EOC meetings based on the type of incident and its anticipated timeline. For weather events, consider initiating meetings days in advance to ensure readiness.

Enhance Unified Command Meeting Schedule

To improve coordination and readiness, we will enhance the schedule of Unified Command meetings, increasing their frequency and combining both virtual and in-person meetings to accommodate diverse incident scenarios.

Meeting Frequency: Transition from quarterly to monthly Unified Command meetings to maintain continuous coordination and preparedness.

Virtual Meetings: Host virtual Unified Command meetings using video conferencing platforms, allowing for more frequent discussions and eliminating geographic constraints.

In-Person Meetings: Conduct in-person Unified Command meetings four times a year to facilitate face-to-face interactions and strengthen relationships among agencies.

Training and Collaboration: Promote training and collaboration during Unified Command meetings, ensuring that all agencies are well-prepared and informed.

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Creation of Comprehensive Contact List

To address the issue of uncertainty regarding emergency contacts, we will establish a comprehensive contact list that includes all key agencies, players, and backup contacts involved in emergency response and coordination.

Identification of Key Contacts: Compile a list of key agencies, organizations, and individuals involved in emergency response, including government agencies, public safety departments, utility companies, healthcare providers, and community organizations.

Primary and Backup Contacts: Identify primary and backup contacts for each entity or agency to ensure redundancy and availability in emergency situations.

Contact Information: Gather up-to-date contact information, including phone numbers, email addresses, and office locations, for all listed individuals and organizations.

Categorization: Categorize contacts based on their roles and responsibilities during emergencies, such as incident commanders, public information officers, and resource coordinators.

Regular Updates: Establish a protocol for regular updates and verification of contact information to ensure accuracy and relevance.

Accessibility: Make the comprehensive contact list easily accessible to all relevant personnel and stakeholders using SharePoint or similar technology.

Enhance Communication with Tribal Nations

To improve evacuation communication and coordination when tribal nations are impacted, we will establish a proactive approach by reaching out to Tribes via phone calls before issuing alerts for their communities.

Designated Contacts: Identify designated contacts, and backups, within each tribal community who can provide relevant information and relay evacuation instructions to community members.

Pre-Event Outreach: Establish pre-event communication with tribal contacts to establish a mutual understanding of the emergency communication process and protocols.

Alert Issuance: Before issuing evacuation alerts or orders that may impact tribal communities, prioritize direct phone calls to tribal contacts in addition to other notification methods.

Two-Way Communication: Encourage open and two-way communication with tribal contacts, allowing them to provide feedback, ask questions, and convey community-specific concerns.

Collaborative Planning: Collaborate with tribal nations to develop and implement evacuation plans that align with their unique needs and circumstances.

Enhance Pre-Event Partner Communication

To improve pre-event communication and coordination with our partners, we will establish a proactive approach by sending email notifications to all partners, informing them of the upcoming event, setting expectations for response, supply needs, EOC meeting schedules, and available resources.

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Recipient List: Compile a comprehensive list of partner agencies, organizations, and key contacts who should receive pre-event notifications.

Responsibility: Determine who will serve as IC or otherwise lead in event communications. Ensure all parties are aware of the determined lead, as well as when there are changes in leadership.

Notification Content: Craft email notifications that include the following information:

- Event details, such as type (e.g., severe weather, wildfire), anticipated timing, and potential impact areas.
- Expectations for partner agencies, specifying their roles and responsibilities in response to the event.
- Specific supply needs, such as sandbags, and the deadline for ordering or acquiring these supplies.
- Schedule of EOC meetings, including dates, times, and access information for both virtual and in-person meetings.
- Availability of staged resources, equipment, or personnel that may be needed during the response.

Distribution: Send email notifications to all partner agencies and contacts well in advance of the event, ensuring that they have ample time to prepare and respond.

Confirmation of Receipt: Request acknowledgment or confirmation of receipt from partner agencies to ensure that the information has been received and understood. Follow up with a phone call if a confirmation of receipt is not received within a specified timeframe

Two-Way Communication: Encourage partner agencies to ask questions, seek clarifications, or provide input in response to the pre-event notifications.

[Verify, Update, and Distribute the Emergency Operations Plan \(EOP\)](#)

To address the issue of limited awareness and understanding of the Emergency Operations Plan (EOP), we will initiate a comprehensive approach to verify, update, and distribute the EOP to all relevant stakeholders.

EOP Verification: Conduct a thorough review and verification process for the EOP to ensure its accuracy, relevance, and compliance with current emergency management standards and regulations.

Identification of Stakeholders: Identify all individuals, agencies, organizations, and departments that should have access to the EOP for effective emergency response and coordination.

Awareness and Training: Develop and implement an awareness and training program to educate stakeholders about the purpose, contents, and procedures outlined in the EOP.

EOP Updates: Regularly review and update the EOP to reflect changes in emergency management practices, resources, contact information, and response protocols.

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Distribution: Ensure that the updated EOP is distributed to all relevant stakeholders, including emergency response personnel, partner agencies, local government officials, and community organizations.

Accessibility: Make the EOP easily accessible in both digital and printed formats, providing a secure and designated location for hard copies.

Training and Exercises: Conduct training sessions and emergency response exercises based on the EOP to familiarize stakeholders with its contents and procedures.

Creation of Comprehensive Resource List and Map

To address the issue of agencies not being aware of available resources, we will establish a comprehensive resource list and map that catalog the equipment and supplies accessible to all agencies within the county.

Resource Identification: Collaborate with all county agencies, departments, and partner organizations to compile a comprehensive list of resources, including equipment, supplies, and personnel expertise, that are available for emergency response and recovery efforts.

Resource Details: Document detailed information about each resource, including its location, quantity, specifications, maintenance schedule, and contact information for the responsible agency or department.

Mapping: Create a digital map that visually displays the locations of key resources within the county, making it easy for agencies to identify nearby assets during emergency situations.

Accessibility: Ensure that the resource list and map are easily accessible to all relevant agencies through a secure online platform or database. Provide login credentials and training on how to access and use the resource database.

Regular Updates: Establish a protocol for routine updates to the resource list and map to reflect changes in availability, status, or additional resources that become accessible over time.

Integration: Incorporate the resource list and map into the county's emergency management procedures and communication protocols, ensuring that it becomes an integral part of the response strategy.

Update Evacuation Center Location List and Accessibility

To address the issue of evacuation center confusion, we will update and maintain a comprehensive list of evacuation center locations and make it easily accessible to the public and relevant agencies.

Evacuation Center Identification: Identify and verify the locations of evacuation centers within the county, including primary centers and potential temporary evacuation points.

Location Details: Document detailed information for each evacuation center, including its address, capacity, facilities, accessibility, and any specific resources available (e.g., medical supplies, shelter, food, etc.).

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Public Accessibility: Ensure that the updated evacuation center information is readily accessible to the public through official county websites, emergency management apps, and social media channels.

Training and Education: Conduct public education campaigns to inform residents about the existence and locations of evacuation centers, along with the procedures for accessing them.

Agency Coordination: Share the updated evacuation center information with relevant agencies and organizations, including emergency responders, to ensure they are aware of available resources.

[Update Protocols for Opening Evacuation Centers](#)

To further address evacuation center confusion, we will update the protocols governing the opening of evacuation centers, ensuring that they are activated promptly whenever an evacuation warning or order is issued.

Review Existing Protocols: Conduct a thorough review of the current protocols for opening evacuation centers and shelters during emergencies.

Incorporate Trigger Mechanisms: Modify the protocols to include clear trigger mechanisms, such as the issuance of evacuation warnings/orders or specific weather conditions, that prompt the opening of evacuation centers or shelters.

Temporary Evacuation Points: Establish procedures for activating temporary evacuation points in response to early evacuation warnings, even if they are not fully equipped evacuation centers. These temporary points should provide basic shelter and resources.

Notification: Ensure that relevant agencies, including emergency management, law enforcement, and community organizations, are notified promptly when an evacuation center or temporary evacuation point is activated.

Public Communication: Develop a communication strategy for informing the public about the activation of evacuation centers and temporary points, including the use of emergency alerts, social media, and community outreach.

[Community Resilience Outreach and Education Program](#)

To enhance community resilience and preparedness, we will launch a comprehensive Community Resilience Outreach and Education Program aimed at empowering individuals and neighborhoods to better withstand and recover from disasters.

Educational Workshops: Organize regular educational workshops and training sessions on disaster preparedness, including topics such as emergency kits, evacuation plans, first aid, and communication strategies. Tailor workshops to meet the specific needs and cultures of each community.

Neighborhood Networks: Encourage the formation of neighborhood-based disaster preparedness networks where residents can collaborate on emergency plans, share information, and support one another during and after disasters.

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Cultural Competence: Incorporate cultural competence into all outreach and education efforts to ensure that the programs resonate with diverse community populations. Translate materials and offer language assistance as needed.

Collaboration with Tribal Nations: Collaborate with Tribal Nations within the county to ensure their unique needs and traditions are respected and included in community resilience efforts.

Elderly and Vulnerable Populations: Develop specific outreach strategies for elderly and vulnerable populations, including homebound individuals, to ensure they have access to information, support, and assistance during disasters.

Regular Countywide Emergency Planning with Rotating Meeting Locations

To address the issue of limited county representation in south county, we will establish a regular countywide emergency planning initiative that includes all partners and rotates meeting locations to ensure inclusive and comprehensive planning.

Regular Planning Meetings: Schedule regular countywide emergency planning meetings with a set frequency (e.g., monthly, quarterly). These meetings should focus on the specific emergency needs and challenges faced by each individual community within the county.

Rotating Meeting Locations: Rotate the meeting locations among different communities within the county to ensure that planning efforts are accessible and inclusive to all regions.

Community Input: Encourage active participation and input from community members during planning meetings to gather local insights and perspectives.

Resource Sharing: Facilitate resource sharing discussions among partners to address gaps and ensure that each community has access to the necessary resources for emergency preparedness and response.

Public Awareness: Promote public awareness of the countywide emergency planning efforts through various communication channels to encourage community engagement and participation.

Implement Genasys Emergency Management System (GEMS)

To enhance evacuation management and improve the efficiency of evacuation planning and execution, we will enter into a contractual agreement with Genasys Emergency Management System (GEMS) for access and utilization of their Zonehaven platform.

Implementation Planning: Develop an implementation plan in collaboration with GEM to integrate Zonehaven into our existing emergency management framework. This plan should outline deployment timelines, roles and responsibilities, and data migration strategies.

Training and Familiarization: Provide training sessions for emergency management personnel and relevant stakeholders on the use of Zonehaven, including features such as real-time incident mapping, evacuation zone delineation, and communication tools.

Data Integration: Ensure seamless integration of Zonehaven with existing databases and emergency information systems to facilitate real-time data sharing and coordination.

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Testing and Drills: Conduct regular drills and exercises using Zonehaven to simulate various evacuation scenarios, assess system functionality, and train personnel in its effective use.

Public Education: Launch a public awareness campaign to inform residents and visitors about the availability of Zonehaven as a resource for evacuation information, real-time updates, and preparedness tips.

Operational Protocols: Develop and document standardized operational protocols for using Zonehaven during evacuations, including clear procedures for issuing Evacuation Orders and Warnings and sharing critical information with the public.

Monitoring and Maintenance: Establish a routine monitoring and maintenance schedule to ensure the continued functionality and reliability of Zonehaven. This includes regular software updates and system checks.



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October 4, 2023

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Marissa Silvas

	DATE	09/28/23
	BALANCE	\$215,991,502.87
	RECEIPTS FROM 070123-092823	\$60,953,764.16
	SUBTOTAL	\$276,945,267.03
	LESS PAID WARRANTS	\$50,648,784.26
	LESS PAID WARRANTS DATED 06/30/23	\$361,859.70
	TOTAL	\$225,934,623.07

DO NOT DELETE
\$51,010,643.96
\$12,379,805.00
\$213,212,910.35
DIFFERENCES
\$341,907.72

ACTIVE ACCOUNTS

BANK OF MONTREAL	\$8,863,101.48
US BANK	\$533,218.54
EASTERN SIERRA COMM BK	\$2,862,287.81
EL DORADO SAVINGS BANK	\$17,411.44
EL DORADO SAVINGS BANK	\$103,785.73

INACTIVE ACCOUNTS

BANK DEP ON HAND	\$0.00
LAIF	\$23,989,519.73
BMO MONEY MARKET	\$5,052,076.44
UBS MONEY MARKET	\$3,500,000.00
LOCAL AGENCY DEBT	\$199,186.88
FEDERAL AGENCIES	\$138,009,920.00
FA-TREASURY NOTES/BONDS	\$9,869,375.00
COMMERICAL PAPERS	\$16,404,175.83
CORPORATE OBLIGATION	\$0.00
CD	\$5,205,000.00
US BANK MONEY MARKET	\$10,965,391.44
CHECKS	
CURRENCY	\$18,193.00
SILVER	\$72.03

GRAND TOTAL \$225,592,715.35

CURRENCY:	DRAWER	VAULT
100'S		7,700.00
50'S		1,450.00
20'S		5,760.00
10'S		1,280.00
5'S		1,200.00
2'S		4.00
1'S		799.00
SUB TOTAL:	0.00	18,193.00
SILVER:		
DOLLARS		
HALVES		
QTRS	\$5.25	\$50.00
DIMES	\$1.70	\$10.00
NICKELS	\$1.35	\$2.00
PENNIES	\$0.23	\$1.50
SUB TOTAL:	\$8.53	\$63.50
GRAND TOTAL:	8.53	18,256.50

BANK BALANCES VERIFIED OUTSIDE SOURCES

BANK OF MONTREAL
ACCT#2070407
\$9,121,223.67

US BANK
ACCT#158300180045
800-798-6466
FAX#800-898-2329
INTERNET PRINT OUT
\$533,218.54

El Dorado Savings Bank
ACCT#24-32-029703
\$103,785.73

El Dorado Savings Bank
ACCT#24-30-52107
\$17,411.44

Eastern Sierra Comm BK
ACCT# 6106463
\$2,875,983.81