

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

May 21, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one 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 Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **PROCLAMATION** – Request Board: A) approve a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, State of California Honoring the Inyo County Emergency Medical Services System as the Inyo County 2019 EMS Provider of the Year;" and B) present the proclamation to the EMS System representatives
8. **PROCLAMATION** – Request Board: A) approve a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, State of California Honoring Deputy Phil West, Deputy Kenneth Bigham, Chief Joe Dell, Laura Lingeman, and Lia Cioni;" and B) present the proclamation to the honorees.

DEPARTMENTAL – PERSONNEL ACTIONS

9. **COUNTY COUNSEL** – Request Board:
 - A) Approve the updated job description for a Confidential-Administrative Legal Secretary; and
 - B) Request Board find that, consistent with the adopted Authorized Position Review Policy:
 1. The availability of funding for the requested position exists in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller;
 2. Internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but if an internal recruitment is unsuccessful, then an open recruitment may be appropriate to ensure the position is filled with the most qualified applicant; and
 3. Approve the hiring of one (1) Confidential-Administrative Legal Secretary at Range 70A-E (\$4,569 - \$5,557).
10. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in the Behavioral Health and Drinking Driver Program budgets (non-General Funds), as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Office Clerk III, Range 52 (\$2,997 - \$3,641).
11. **HEALTH & HUMAN SERVICES – Fiscal** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Analyst I/II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Administrative Analyst I, Range 68 (\$4,357-\$5,294) or Administrative Analyst II, Range 70 (\$4,569 - \$5,557); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Motor Pool** – Request Board approve another blanket purchase order payable to Bishop Ford, in the amount of \$7,000, for a total not-to-exceed amount of \$45,000 from the Motor Pool budget.
13. **Public Defender** – Request Board approve Amendment No. 1 to the contract between the County of Inyo and Gerard B. Harvey for the provision of professional services as a Public Defender [Misdemeanors – North County], extending the end date to June 30, 2020 and increasing the contract amount by \$132,000 for an amount not to exceed \$198,000, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

COUNTY COUNSEL

14. Request Board approve the contract between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period from July 1, 2019 through June 30, 2020, at the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and travel time which will be paid at \$50 an hour, with a contract limit of \$25,000, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

COUNTY COUNSEL/PLANNING

15. Request Board approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related court actions, extending the term of the contract for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

COUNTY COUNSEL/WATER DEPARTMENT

16. Request Board approve the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period of July 1, 2019 through June 30, 2020, at the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and travel time which will be paid at \$50 an hour, with a contract limit of \$100,000, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

PLANNING

17. **Local Agency Formation Commission** – Request Board: A) approve the contract between the County of Inyo and the Inyo County Local Agency Formation Commission for the provision of staff services in an amount not to exceed \$20,192.40 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign; and B) direct the Planning Department and County Counsel to provide services as outlined in the contract.

PUBLIC WORKS

18. Request Board approve the plans and specifications for the Bridge Preventative Maintenance Program Deck Sealing Project and authorize the Public Works Director to advertise for bids for the project.
19. Request Board: A) approve the construction contract between the County of Inyo and Tom's Carpet for the Central Library Flooring Project in the amount of \$17,146 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) 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.
20. **Road Department** – Request Board approve the purchase of one (1) new John Deere 310SL HL Backhoe Loader from Coastline Equipment Company of Las Vegas, NV in an amount to not exceed \$119,377.88.

SHERIFF

21. Request Board: A) increase the Sheriff's Department's authorized spending authority with Dooley Enterprises, Inc. from \$35,000 to \$43,700 for Fiscal Year 2018-2019; and B) approve the purchase of training ammo from Dooley Enterprises, Inc. in the amount of \$19,100.

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

22. **AUDITOR-CONTROLLER** – Request Board authorize the Auditor-Controller to sign and execute Addendum No. 7-14-99-22 Local Agency Subscription Agreement on behalf of the County of Inyo for a purchasing card program (CAL-Card).
23. **PLANNING** – Request Board: A) receive a review from Planning staff of the comments previously submitted by the County and how they relate to the Final Supplemental Environmental Impact Statement (FSEIS) for the West Mojave Route Network Project; and B) provide staff direction regarding submission of a "Protest," which is not recommended as the BLM has incorporated the County's suggestions regarding specific routes.
24. **COUNTY ADMINISTRATOR – Risk Management** – Request Board approve Resolution No. 2019-20, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Establishing a Policy for Unmanned Aircraft Systems (Drones) Usage by County Officers and Employees," and authorize the Chairperson to sign.
25. **COUNTY ADMINISTRATOR – Risk Management** – Request Board approve Resolution No. 2019-21, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Expanding Workers' Compensation Coverage Pursuant to AB 1749 for Sheriff's Department Peace Officers Who Are Injured While Off Duty in Certain Circumstances," and authorize the Chairperson to sign.

26. **COUNTY ADMINISTRATOR – Risk Management** – Request Board approve Resolution No. 2019-22, titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring Specific Volunteers to be Employees for the Purpose of Workers’ Compensation and Insurance Law,” and authorize the Chairperson to sign.
 27. **COUNTY ADMINISTRATOR** – Request Board consider the request received from Mr. Charles Sorrells, in accordance with County policy, to rename the Shoshone Airport the “Shoshone Maury Sorrells Airport” in honor of the late, former County Supervisor *(4/5ths vote required)*.
 28. **COUNTY ADMINISTRATOR** – Request Board: A) approve the revised priorities in the Local Planning Council (LPC) County Priorities Report prepared by the Inyo County Office of Education; and B) authorize the County Administrator and/or Assistant Clerk of the Board to sign the LPC Priorities Report Form as “authorized representatives of the Board of Supervisors.”
 29. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of May 7, 2019 and May 14, 2019.
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Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.

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

30. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Presentation of the Annual EMS Provider of the Year award.

DEPARTMENTAL RECOMMENDATION:

Request Board: A) approve a proclamation titled: "Proclamation of the Board of Supervisors, County of Inyo, Honoring the Inyo County Emergency Medical Services (EMS) System as the Inyo County 2019 EMS Provider of the Year; and B) present the proclamation to the EMS System representatives.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Emergency Medical Care Committee is comprised of representatives from local hospitals and EMS providers throughout the County. The emergency medical care providers are individuals that are Emergency Medical Technicians (EMT) and ambulance drivers who respond when we need help. In 1999, the Annual EMS Provider of the Year award was created to honor local emergency medical providers, in the hope that through the establishment of this prestigious award people will be encouraged to become local EMT providers. This year resulted in the selection of the entire system of Emergency Medical Services to be recognized as the 2019 EMS Provider of the Year. It is a great pleasure to recommend that your Board approve the proclamation and present the 2019 EMS Provider of the Year award to the representatives present from all emergency response agencies: law enforcement agencies; volunteer and paid fire fighters, paramedics, and EMTs; volunteer and paid ambulance services; acute hospital staff; and agencies that provide support and training for the EMS system.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

The Emergency Medical Care Committee comprised of representation from local hospitals and EMS providers.

FINANCING:

There is no fiscal impact associated with this action.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Mugh Mar

Date:

4/29/19



C O U N T Y O F

Inyo

Proclamation

PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA HONORING THE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM AS THE INYO COUNTY 2019 EMS PROVIDER OF THE YEAR

Whereas, the Inyo County Emergency Medical Care Committee, dedicated to the preservation and improvement of the local EMS program throughout Inyo County, created the Annual EMS Provider of the Year Award; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its EMS providers throughout Inyo County and is pleased to join with the other members of our community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors, and our visitors safe in times of emergencies; and

Whereas, the Inyo County Board of Supervisors recognizes that the EMS system includes both volunteers and emergency medical services employees throughout the County; and

Whereas, the EMS system is supported with training and resources through regional and local agencies and education systems; and

Whereas, the EMS system is activated by law enforcement dispatch systems and responded to by law enforcement agencies and both volunteer and paid Firefighters, Paramedics and Emergency Medical Technicians (EMTs) who provide life-saving immediate care; and

Whereas, both paid and volunteer ambulance services and medical air flight services ensure the safe and timely transport of injured and ill community members and area visitors to acute hospital care; and

Whereas, acute care hospitals provide emergency medical treatment to stabilize and save lives; and

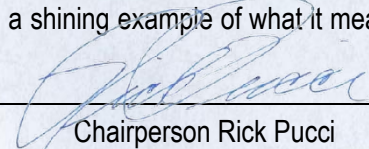
Whereas, the EMS system is represented by dispatchers and law enforcement personnel from the Inyo County Sheriff's Department, Inyo County Search and Rescue, Bishop Police Department, California Highway Patrol, Bureau of Land Management, U.S. Forest Service, National Park Service, and California Department of Fish and Wildlife; and

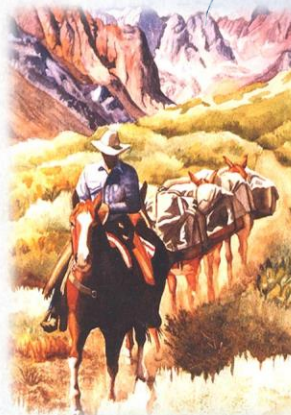
Whereas, emergency responders and ambulance services are represented by volunteer and paid fire and medical personnel from Bishop Fire Department, Big Pine Volunteer Fire Department, Independence Volunteer Fire Department, Lone Pine Volunteer Fire Department, Olancho Volunteer Fire Department, Southern Inyo Fire Protection District, CalFire, Symons Ambulance, and Sierra Life Flight; and

Whereas, acute medical services are provided by dedicated doctors, nurses, and other medical personnel at Southern Inyo Hospital and Northern Inyo Hospital; and

Whereas, agencies such as Inland Counties Emergency Medial Agency (ICEMA), Cerro Coso Community College, and Inyo County Department of Health and Human Services' Public Health and Behavioral Health programs provide training and support to the system.

Now, Therefore, Be It Proclaimed, this 21st day of May 2019, that the Inyo County Board of Supervisors in recognition of the dedicated service the Emergency Medical System has given to the residents and visitors of Inyo County, is proud to join with the Emergency Medical Care Committee in honoring the EMS system as the Inyo County 2019 EMS Provider of the Year and extends its congratulations and heartfelt appreciation to each individual and agency for their dedication and personal commitment to the citizens of Inyo County and commends them on being a shining example of what it means to be service providers.


Chairperson Rick Pucci





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
8

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Presentation of Special Recognition to local Emergency Medical Services (EMS) System response heroes.

DEPARTMENTAL RECOMMENDATION:

Request Board: A) approve a proclamation titled: "Proclamation of the Board of Supervisors, County of Inyo, Honoring Deputy Phil West, Deputy Kenneth Bigham, Chief Joe Dell, Laura Lingeman, and Lia Cioni; and B) present the proclamation to the honorees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Emergency Medical Care Committee is comprised of representatives from local hospitals and EMS providers throughout the County. The emergency medical care providers are individuals that are Emergency Medical Technicians (EMT) and ambulance drivers who respond when we need help. In 1999, the Annual EMS Provider of the Year award was created to honor local emergency medical providers, in the hope that through the establishment of this prestigious award people will be encouraged to become local EMT providers. This year resulted in the selection of the entire system of Emergency Medical Services to be recognized as the 2019 EMS Provider of the Year.

During the selection process, a nomination was made to recognize two deputies from the Inyo County Sheriff's Department who responded to a call of a non-responsive 32 year old woman in Bishop, California on November 23, 2018 and administered life-saving cardio-pulmonary resuscitation (CPR). The nomination broadened to include the Bishop Fire Chief, Joe Dell, who arrived at the scene and used an Automated External Defibrillator (AED), and Laura Lingeman and Lia Cioni, the ambulance crew, who arrived and provided continued life-saving medical care during the transport to the hospital. These individuals represent the system of volunteer and paid emergency responders who make up the County's EMS system and help keep our residents and visitors alive until they can get to the hospital. Without these critical, life-saving actions, this young wife and mother of two children may not be with us here today.

It is a great pleasure and heartfelt gratitude that we recommend that your Board approve the proclamation and present Deputy West, Deputy Bigham, Chief Dell, Laura Lingeman, and Lia Cioni, the proclamation as a special recognition and a shining example of what it means to be a member of the Emergency Medical Services system.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

The Emergency Medical Care Committee comprised of representation from local hospitals and EMS providers.

FINANCING:

There is no fiscal impact associated with this action.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/1/19



C O U N T Y O F

Inyo

Proclamation

PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA HONORING DEPUTY PHIL WEST, DEPUTY KEVIN BIGHAM, CHIEF JOE DELL, LAURA LINGEMAN, AND LIA CIONI AS EMERGENCY MEDICAL SERVICES SYSTEM RESPONSE HEROES

Whereas, the Inyo County Emergency Medical Care Committee, dedicated to the preservation and improvement of the local EMS program throughout Inyo County, created the Annual EMS Provider of the Year Award AND recognizes that certain events warrant special recognition; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its EMS providers throughout Inyo County and is pleased to join with the other members of our Community in providing special recognition to emergency response providers who engaged in heroic life-saving measures to save the life of a County employee; and

Whereas, the Inyo County Board of Supervisors recognizes that on November 23, 2018 Deputy Kenneth Bigham and Deputy Phil West responded to an emergency call for a non-responsive 32-year old female; and

Whereas, Deputies West and Bigham initiated Cardio-Pulmonary Resuscitation (CPR), relieving family members who had been administering CPR of their efforts and continued life-saving CPR; and

Whereas, Chief Joe Dell, a paramedic and the Bishop Fire Department Chief, arrived to the scene and provided additional life-saving support by using an Automated External Defibrillator (AED); and

Whereas, these emergency measures ensured continue blood flow and circulation until the woman could be transported via ambulance to the hospital for emergency medical care; and

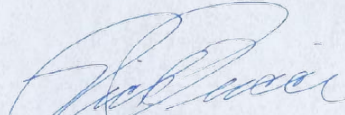
Whereas, ambulance crew members Laura Lingeman and Lia Cioni arrived and provided continued medical support and care during the ambulance transport to the hospital; and

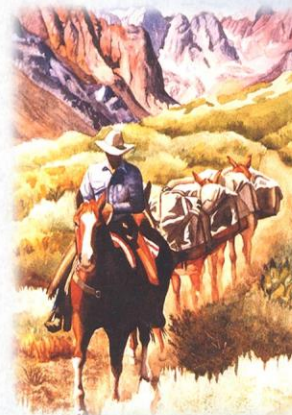
Whereas, without these emergency response services, the prognosis for recovery would have been grim; and

Whereas, the subsequent care at Northern Inyo Hospital and Glendale Adventist Hospital ensured her recovery; and

Whereas, the 32-year-old wife and mother of two young children survived sudden cardiac arrest and returned to work four months later as a result of the system of volunteer and paid emergency medical services.

Now, Therefore, Be It Proclaimed, this 21st day of May 2019, that the Inyo County Board of Supervisors joins the Emergency Medical Care Committee in recognizing the critical emergency service Deputy Phil West, Deputy Kenneth Bigham, Chief Joe Dell, Laura Lingeman, and Lia Cioni gave to save the life of one resident of our County and extends its congratulations and heartfelt appreciation to each of them for their dedication and personal commitment to the citizens of Inyo County and commends them on being a shining example of what it means to be a member of the County's Emergency Medical Services system.


Chairperson Rick Pucci





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

9

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

FROM: County Counsel

FOR THE BOARD MEETING OF: **May 21, 2019**

SUBJECT: Request to fill (1) one Confidential-Administrative Legal Secretary position

DEPARTMENTAL RECOMMENDATION:

A: Approve the updated job description for said position.

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

- A. The availability of funding for the requested position comes from the General Fund, as certified by the County Counsel, and concurred by the County Administrator and the Auditor-Controller; and
- B. Internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but if an internal recruitment is unsuccessful, then an open recruitment may be appropriate to ensure the position is filled with the most qualified applicant; and
- C. Approve the hiring for (1) Confidential-Administrative Legal Secretary at Range 70A-E (\$4569-\$5557).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to an upcoming retirement effective September 26th, the County Counsel's Office will have a vacancy in its one Confidential-Administrative Legal Secretary position. This is the only non-attorney position in the Office and sole administrative support. The hiring of this Confidential-Administrative Legal Secretary position falls within the County Counsel Office's current authorized strength. We wish to begin the recruitment process well in advance of the actual vacancy in order to facilitate a smooth transition. We understand that there may be qualified candidates internally, who we are willing to consider before opening up the recruitment process to outside candidates. We've also taken this opportunity to review and update the job description for this position to more accurately reflect its current characteristics and job duties.

ALTERNATIVES:

The Board could choose not to fill this vacancy. This would result in the County Counsel's office having no administrative support, which would greatly reduce the productivity and efficiency of the Office, since the legal staff would have to shift a substantial amount of its time and energy from legal work to non-legal administrative tasks.





OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Confidential-Administrative Legal Secretary position is currently budgeted in the Board approved 2018-2019 County Counsel budget.

APPROVALS

AUDITOR/CONTROLLER : 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>5/14/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date <u>5/14/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/14/19



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

CONFIDENTIAL - ADMINISTRATIVE LEGAL SECRETARY

DEPARTMENT: County Counsel
LOCATION: Countywide
SALARY: Range 70 \$4569 \$4800 \$5036 \$5292 \$5557

DEFINITION: This is a stand-alone senior executive Confidential Administrative Legal Secretary position, assisting the county counsel with major administrative and secretarial responsibilities including office management; preparation and monitoring of office budget; and performance of specialized and responsible administrative secretarial and clerical work involving extensive knowledge of legal terminology and procedures. Serves as a liaison between the office and outside organizations/agencies, vendors, community organizations and other County departments/divisions; uses initiative and independent judgment within established guidelines; and functions as a positive and productive team member. This is a confidential classification, which includes employees who in the course of their duties have access to information relating to the County's administration of employer-employee relations. Under the Meyers-Milias-Brown Act, confidential employees have different rights of representation than other non-management employees.

DISTINGUISHING CHARACTERISTICS: Works independently with minimal supervision. This position is responsible for a broad range of administrative legal secretarial and office management functions for the county counsel and assistant and deputy county counsels, including, but not limited to: implementing and maintaining the budget process; fiscal recordkeeping; organizing and tracking case files and legal requests for services; assisting with preparation of legal documents, agenda requests, and correspondence; filing and service of litigation paperwork; reporting operations; payroll; purchasing; office and court calendar; contract administration; making travel arrangements; and/or other related services and functions.

ESSENTIAL JOB DUTIES: Performs a wide variety of complex, responsible, and confidential secretarial and administrative support duties for the county counsel and assistant/deputy county counsels. Duties may include, but are not limited to the following:

- Ensures professional, efficient, and timely work flow in day-to-day operation of the county counsel department.
- Functions as personal secretary to the county counsel and other attorney staff.
- Maintains and tracks office files including personnel files, payroll, contracts, and legal requests.
- Updates law library for two offices.
- Initiates and maintains litigation case files, including but not limited to child protective service and public administrator/public guardian case files.
- Assists in preparation, timely and proper filing, and service of a wide variety of court documents including civil complaints, answers, motions, briefs, court orders, and subpoenas.
- Assists in preparation of various other documents including contracts and agenda requests.

- Bills and receives reimbursement fees for legal services.
- Posts to ledgers and balances accounts; prepares and monitors departmental budget; pays bills
- Orders supplies, furniture, and equipment.
- Represents the county counsel with professional tact when dealing with public contacts, outside counsel, and other interdepartmental communications.
- Compiles and assembles information for reports.
- Maintains confidential files and records
- Opens and distributes mail
- Reviews material for errors in grammar and English usage
- Monitors office training and related travel and makes travel arrangements
- Performs related work as required to ensure necessary office functions are accomplished.

EMPLOYMENT STANDARDS

Education/Experience: Requires a high school graduate or equivalent with legal secretarial training; must have six years of experience as a legal secretary or equivalent class.

Knowledge of: Standard court and legal office procedures, specific rules and precedents; legal research skills; various judicial levels and their jurisdictions; legal terminology, phraseology, documents, forms, modern office management methods and procedures; basic principles and practices of bookkeeping; and procedures; business English, including vocabulary, correct grammatical usage, and punctuation; general principles of managing legal clerical and secretarial functions; common office machines, including computers, and their operation, including the following programs: Word, WordPerfect, Excel, Adobe Acrobat, and Outlook.

Ability to: Perform difficult, responsible, and complex legal secretarial and administrative work requiring independent judgment with speed and accuracy; identify, use, and correct a wide variety of legal forms, documents, and terminology; learn, interpret, and apply laws, rules, written and oral directions to specific situations requiring the use of judgment and minimal supervision; take responsibility for the compilation and organization of reports and files; compose correspondence on own initiative; make mathematical calculations with speed and accuracy; understand and carry out oral and written directions; work cooperatively with those contacted in the course of work; maintain confidentiality; prepare budget, process and administer fiscal duties; administer departmental contracts; use personal computer to accomplish duties;

Typical Physical Requirements: Sitting for extended periods of time using keyboard daily; standing and walking short distances; climb and descend stairs; minimal twisting, bending, stooping, and lifting in the performance of assigned duties; occasionally lift and carry up to 40 pounds; telephone usage; normal manual dexterity and eye-hand coordination; corrected vision to normal range; normal hearing and talking is required for verbal communications; ability to use a variety of office equipment and machines. Good memory and recall is necessary for accurate and timely transfer of data/information.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must successfully complete pre-employment background check and physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Request authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Office Clerk III Range 52 (\$2,997-\$3,641).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Office Clerk III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity within the department. The vacancy has occurred in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division continues to look for ways to increase efficiency in the use of the electronic health record as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

ALTERNATIVES:



The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

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

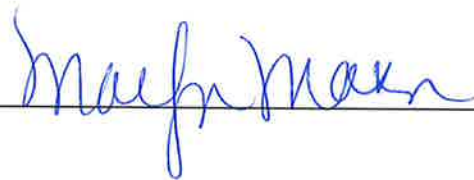
FINANCING:

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 80% in Mental Health (045200); 5% in Social Services (055800) and 15% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/7/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>5/3/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/8/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: HEALTH & HUMAN SERVICES – Fiscal Division

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Authorization to hire a full time Administrative Analyst I/II in the HHS Fiscal Division.

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C. Approve the hiring of one full time Administrative Analyst I, Range 68 (\$4,357- \$5,294) or Administrative Analyst II, Range 70 (\$4,569 - \$5,557), contingent upon qualifications.
- D. If an internal candidate is hired into the Administrative Analyst position, authorize HHS to backfill any resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill this vacancy which is due to an employee's transfer into another Department. This position will work with the other two Administrative Analysts in HHS on monthly and quarterly claims. Some of the specific duties include:

- County and State Budget creation, monitoring, claiming, and analyzing spending patterns;
- Monitoring and completing Social Service program claims: CalWORKS, Foster Care, Adoption Assistance, Temporary Assistance for Needy Families (TANF), Child Protective Services, Adult Protective Services, Employment and Eligibility and Social Services Realignment;
- Preparing regular management reports for the Department's internal monitoring and revenue and expense forecasting;
- Process quarterly State claims for CARES and other health programs;
- Supervision of HHS payroll activities;
- Review and process payments for all HHS contracts; and
- Complete various stages of the monthly Behavioral Health Medi-Cal claiming process.

In addition to the above duties, provides supervision to Office Technicians to ensure that all of the Account Payables/Receivables for the fiscal division occur accurately and timely.

This position works closely with the Senior Management Analyst to insure that all funding sources are kept up to date and that all key issues are immediately brought to attention. Additionally, all Administrative Analysts and the Senior Management Analyst in the Fiscal division continue to work closely together to insure that we continue to pursue all funding sources and find ways to maximize all of the funds that are realized.

ALTERNATIVES:



The Board could choose not to allow the Fiscal division to hire an Administrative Analyst, which could negatively impact State revenues and State reporting requirements.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

State and Federal funding and Health, Behavioral Health and Social Services Realignment. Funding for this position would be 10% in Health (045100), 50% in CMH (045200), 25% in SUD (045315), 13% in Social Services (055800) and 2% in CARES (641219) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/7/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>5/3/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5/8/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Authorization to increase blanket purchase order to Bishop Ford.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a blanket purchase order with Bishop Ford for \$7,000 to a not to exceed amount of \$45,000 from the Motor Pool budget.

SUMMARY DISCUSSION:

The County utilizes outside vendors for preventative maintenance and repair of approximately 150 County owned vehicles in the Motor Pool fleet. Bishop Ford is one of the vendors used by the County.

On August 7, 2018 your Board approved a blanket purchase order to Bishop Ford in an amount of \$30,000 for the maintenance of Motor Pool vehicles and another \$8,000 on April 16, 2019. We find it necessary to increase our purchase order with Bishop Ford and request your Board's authorization for the increase.

Having an open purchase order will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. Increasing this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

ALTERNATIVES:

Your Board could choose not to authorize an increase in this blanket purchase order. In that event a separate purchase order for each individual transaction would be used. The net effect would result in a delay every time a motor pool vehicle or a piece of landfill equipment requires service.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Motor Pool budget for the 2018-2019 fiscal year budget 200100 object codes 5171 and 5173.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>5/13/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

[Signature]

Date: 5/13/19



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Approval of Contract Amendment for Public Defender Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #1 between County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender [Misdemeanors – North County] extending the end date to June 30, 2020, 2019, increasing the contract amount by \$132,000 for an amount not to exceed \$198,000, pending adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

SUMMARY DISCUSSION

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

On December 18, 2018, your Board took action to approve the original contract with Gerard B. Harvey, to ensure the provision of adequate Public Defender services, and to minimize potential conflicts (and provide coverage when conflicts exist. The amendment being presented today will continue the original effort and continue to provide the Public Defender services that the County is required to provide.

ALTERNATIVES

Your Board could choose to deny the approval of the amendment to extend the contract with this Public Defender, however, this is not advised as this amendment will satisfy the County's obligation to provide indigent legal services in an efficient and cost-effective manner.


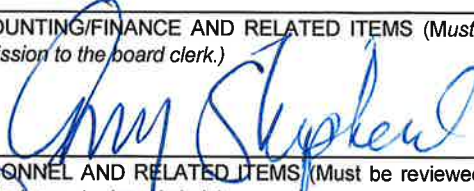
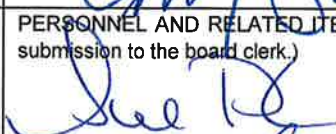
OTHER AGENCY INVOLVEMENT

County Counsel

FINANCING

Funding for this amendment will be budgeted in the Public Defenders Budget #022600 in the Professional Services object code (5265). The amendment total is \$132,000 for a total contract amount not to exceed \$198,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date: <u>04/26/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date: <u>5/2/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date: <u>5/6/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

 Date: 5/13/19

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gerard B. Harvey, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 18, 2018, on County of Inyo Standard Contract No. 160, for the term from January 1, 2019 to June 30, 2019.

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:

2. TERM.

The term of this Agreement shall be from January 1, 2019 to June 30, 2020.

In Attachment B, Agreement Between County of Inyo and Gerard B. Harvey for the provision of professional services as a contract Public Defender, the following is amended to read as follows:

1. COMPENSATION

Change the following:

A. From January 1, 2019 through June 30, 2020; \$198,000/\$11,000 per mo.


The effective date of this Amendment to the Agreement is July 1, 2019.

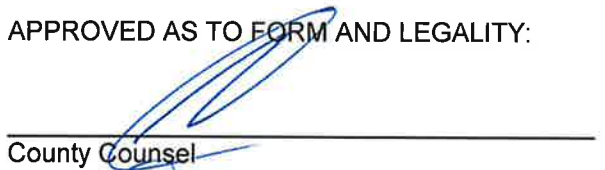
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerard B. Harvey
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO
By: _____
Dated: _____

CONTRACTOR
By:  _____
Signature
GERARD B. HARVEY
Type or Print
Dated: 7/23/19

APPROVED AS TO FORM AND LEGALITY:


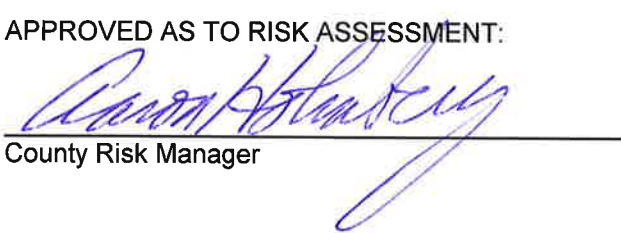
County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, ENVIRONMENTAL ATTORNEY

DEPARTMENTAL RECOMMENDATION: Request Board approve Contract between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period from July 1, 2019 through June 30, 2020, at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty Five Dollars(\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of Twenty-Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Counsels. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent


and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.


2. Decline to approve the Agreement with Gregory L. James as recommended and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2019/20 budget in the amount of \$25,000.00

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>4/1/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/28/19

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$25,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and

permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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,

2. including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** 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.
3. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
4. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.
The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. Primary Coverage.
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation.
Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
4. Waiver of Subrogation.
Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

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

F. Verification of Coverage. Contractor shall furnish the County 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 County 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has

been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:	
<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State
CONTRACTOR:	
<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Gregory L. James
(Type or Print Name)

Dated: _____

Gregory L. James
(Signature)

Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

s:\Contracts\MiscContracts\GJamesWaterEnvironmentalAttyCoCo.123.GJames 03202019

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING LAND USE VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding on such matters as sought by the County Counsel's office including without limitation Adventure Trails, Crystal Geysers, Munroe Valley, and other matters as deemed necessary to meet the County's legal needs as determined by the County Counsel. In this regard Contractor will bill each cause on which he provides services to the County Counsel separately each month.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT

FOR THE BOARD MEETING OF: May 21, 2019

**SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO CONTRACT WITH GREGORY L. JAMES,
WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT**

DEPARTMENTAL RECOMMENDATION: Request your Board approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period extending the term of the contract for the period of July 1, 2019 through June 30, 2020; contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract Amendment is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed amendment extends the contract for one year. The limit upon the amount payable under the contract remains the same \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.



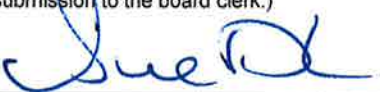
ALTERNATIVES:

1. Decline to approve the Amendment No. 1 with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.
2. Decline to approve Amendment No. 1 with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.


OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2019/20 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/11/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/28/19

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 5/10/19

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2020, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2019.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 4/1/2019

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

s/CoCo/Contract/Modified/GJAmnd1.03212019 YuccaMt



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: COUNTY COUNSEL AND WATER DEPARTMENT

FOR THE BOARD MEETING OF: MAY 21, 2019

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER ATTORNEY – WATER DEPARTMENT

DEPARTMENTAL RECOMMENDATION: Request Board approve the Contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period from July 1, 2019 through June 30, 2020; at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty-Five Dollars (\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of One Hundred Thousand Dollars (\$100,000.00); contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of, \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$100,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.




ALTERNATIVES:

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2019/20 budget in the amount of \$100,000.00.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/1/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/28/19

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 4-13-19
/s/ARF/GJamesWtr201920

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Office of County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$100,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

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

F. Verification of Coverage. Contractor shall furnish the County 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 County 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which

County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:	
<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Gregory L. James
(Type or Print Name)

Dated: _____

Gregory L. James
(Signature)

Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

s:\Contracts\MiscContracts\Greg James\Water\EnvironmentalAttorney\WtrDept.123.GJames 03202019

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:

- Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
- Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
- Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
- Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
- Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
- Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
- Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
- Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.

2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.

3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Planning Department/Local Agency Formation Commission (LAFCo)

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Contract between the Inyo LAFCo and the County of Inyo to provide staff services

DEPARTMENTAL RECOMMENDATION: Request the Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$20,192.40 for the period of July 1, 2019 through June 30, 2020; authorize the Chairperson to sign; and, direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2019-2020 Budget.

SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted 20,192.40 in Fiscal Year (FY) 2019-2020 for staff and counsel services.

ALTERNATIVES: The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

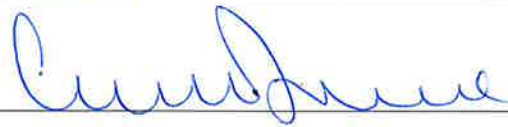
OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: The Inyo LAFCO FY 2019-2020 Final Budget proposes both the City of Bishop and Inyo County contribute \$15,000 in funding for the Inyo LAFCO FY 2019-2020 Budget. Other expenses will be provided for by fund balance. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/1/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/9/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/19/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5/10/19

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO")) to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment **B** to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment **B** to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Twenty Thousand One Hundred Ninety Two and Dollars (\$20,192.40) hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall, when billed, pay to County its actual cost of providing general liability insurance as set forth in the Scope of Work (Attachment A).

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. **WORK SCHEDULE.**

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. **STATUS OF PARTIES.**

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO by virtue of this Agreement has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent entity:

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

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

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents 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, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, which County determines to be pertinent to this Agreement, for the purposes of making audit evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, ages, or sex. Both parties and their agents, officers, and employees shall comply with the provisions, of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The parties shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

15. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Paragraph 18.

18. 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.

19. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Inyo LAFCO 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
COUNTY ADMINISTRATOR
224 North Edwards
P.O. Box N
Independence, California 93526

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer _____
168 North Edwards _____ Street
P.O. Box L _____
Independence, CA 93526 _____ City and State

20. 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 THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

INYO LAFCO

By: _____

By: Allen Tobey

Dated: _____

Allen Tobey Chair person
Print or Type Name

Dated: 4-18-19

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2020

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. County will provide Inyo LAFCO and its officers the same broad form general liability insurance coverage as County provides for itself and its officers through the Excess Insurance Authority (EIA), including the same coverage, coverage limits, exclusions, and Self-Insured Retention (SIR).
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2020

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 18

FROM: Public Works Department **MAY 21 2019**
FOR THE BOARD MEETING OF: ~~MAY 14 2019~~

SUBJECT: Approval of the plans and specifications for the BPMP Deck Sealing Project, and authorization to advertise for bids.

DEPARTMENTAL RECOMMENDATIONS: Request your Board to:

1. Approve the plans and specifications for the BPMP Deck Sealing Project; and
2. Authorize the Public Works Director to advertise for bids for the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The BPMP Deck Sealing Project is a Bridge Preventative Maintenance Program (BPMP) project funded through the Highway Bridge Program (HBP). The project work consists of the application of High Molecular Weight Methacrylate (HMWM) to the bridge decks of four (4) Inyo County bridges. The locations were chosen based on the County's 2015 Bridge Preventative Maintenance Program, which objectively prioritizes preventative maintenance work based on work recommendations included in the biennial Bridge Inspection Reports (BIR's) provided to the County by Caltrans.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

County Counsel to review and approve contract documents.

FINANCING: The costs for the construction and construction engineering will be paid through budget unit 034601: State Funded Road, object code 5741: Bridge Prevention Main Prg. This project is federally reimbursable at 88.53%; the remaining 11.47% will be covered by Inyo County.

<u>APPROVALS</u>	
COUNTY COUNSEL: <i>[Signature]</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/1/19</u>
AUDITOR/CONTROLLER: <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/3/19</u>
PERSONNEL DIRECTOR: <i>[Signature]</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) *[Signature]* Date: 5/6/2019

NOTICE INVITING BIDS

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

Inyo County BPMP Deck Sealing Project

The project location is briefly described below:

This project includes bridges at 4 different sites throughout Inyo County. Site 1 is located west of the community of Round Valley near Bishop, CA at the crossing of Pine Creek Road over Pine Creek approximately 4 miles west of the Hwy. 395 junction. Site 2 is located further up Pine Creek Road from Site 1 approximately 8.3 west of the Hwy. 395 junction. Site 3 is located near Big Pine, CA at the crossing of Glacier Lodge Road over the Big Pine Creek approximately 2.6 miles west of the Hwy. 395 junction. Site 4 is located north of Bishop, CA at the crossing of Five Bridges Road over the Owens River approximately 1.6 miles north of Hwy. 6.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$30.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available at no cost at the County of Inyo website at www.inyocounty.us.

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

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

Inyo County BPMP Deck Sealing

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on August 28th, 2019** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

General Work Description:

The Inyo County BPMP Deck Sealing Project consists of cleaning and deck sealing the bridges at Sites 1-4 with high-molecular-weight-methacrylate (HMWM). The operations will also require submission of a WPCP and the submission and implementation of a traffic control plan. You must perform, place, construct or install other items and details not mentioned here as shown on the plans and as described in the Special Provisions and Standard Specifications.

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

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

Technical questions related to engineering, project work, site conditions, or other related inquiries should be directed to Trevor Taylor of Inyo County Public Works at ttaylor@inyocounty.us or 760-878-0347.

All Requests for Information (RFI) must be submitted by 5:00 p.m. on August 21st, 2019. Submit RFIs by fax (760-878-2001 Attn: Trevor Taylor) or by email to ttaylor@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.

Site visits for this project can be set up by calling Trevor Taylor at 760-878-0347. Bidders may also visit the sites at their convenience prior to preparing their bid.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49 CFR 26. The Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. **The project has a Disadvantaged Business Enterprise (DBE) contract goal of 0 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 are available to any interested party upon request.

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

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

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

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

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

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

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

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

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

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

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

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

County of Inyo
Public Works Department



Mike Errante, P.E.
Director of Public Works

Dated: April 2019

BID PACKAGE



FOR CONSTRUCTION ON COUNTY ROADS IN INYO COUNTY

Inyo County BPMP Deck Sealing Project

Bridges at multiple locations, Inyo County, CA

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

**FEDERAL PROJECT NO. BPMPL-5948(093)
INYO COUNTY PROJECT NO. TR-18-045**

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Inyo County BPMP Deck Sealing Project

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

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

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

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

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

County of Inyo
Public Works Department



Mike Errante, P.E.
Director of Public Works

Dated: April 2019

NOTICE INVITING BIDS FOR

Inyo County BPMP Deck Sealing Project

Bridges at multiple locations, Inyo County, CA

Bids Must Be Submitted By: 3:30 pm August 28th, 2019

April 2019

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT**

NOTICE INVITING BIDS

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

Inyo County BPMP Deck Sealing Project

The project location is briefly described below:

This project includes bridges at 4 different sites throughout Inyo County. Site 1 is located west of the community of Round Valley near Bishop, CA at the crossing of Pine Creek Road over Pine Creek approximately 4 miles west of the Hwy. 395 junction. Site 2 is located further up Pine Creek Road from Site 1 approximately 8.3 west of the Hwy. 395 junction. Site 3 is located near Big Pine, CA at the crossing of Glacier Lodge Road over the Big Pine Creek approximately 2.6 miles west of the Hwy. 395 junction. Site 4 is located north of Bishop, CA at the crossing of Five Bridges Road over the Owens River approximately 1.6 miles north of Hwy. 6.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$30.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available at no cost at the County of Inyo website at www.inyocounty.us.

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

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

Inyo County BPMP Deck Sealing

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on August 28th, 2019** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

General Work Description:

The Inyo County BPMP Deck Sealing Project consists of cleaning and deck sealing the bridges at Sites 1-4 with high-molecular-weight-methacrylate (HMWM). The operations will also require submission of a WPCP and the submission and implementation of a traffic control plan. You must perform, place, construct or install other items and details not mentioned here as shown on the plans and as described in the Special Provisions and Standard Specifications.

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

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

Technical questions related to engineering, project work, site conditions, or other related inquiries should be directed to Trevor Taylor of Inyo County Public Works at ttaylor@inyocounty.us or 760-878-0347.

All Requests for Information (RFI) must be submitted by 5:00 p.m. on August 21st, 2019. Submit RFIs by fax (760-878-2001 Attn: Trevor Taylor) or by email to ttaylor@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.

Site visits for this project can be set up by calling Trevor Taylor at 760-878-0347. Bidders may also visit the sites at their convenience prior to preparing their bid.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49 CFR 26. The Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. **The project has a Disadvantaged Business Enterprise (DBE) contract goal of 0 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 are available to any interested party upon request.

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

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

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

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

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

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

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

BID PROPOSAL FORMS FOR

Inyo County BPMP Deck Sealing Project

Inyo County, CA

FEDERAL PROJECT NO. BPMPL-5948(093)

BID PROPOSAL FORM

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

From: _____

(Herein called the "Contractor").

**FOR: INYO COUNTY BPMP DECK SEALING
FEDERAL PROJECT NO. BPMPL-5948(093)
(Herein called "Project")**

Bids will be opened at 3:30 P.M., on August 28th, 2019 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

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

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2015; the Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contractor, if it's or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in

submitting this bid to perform all the work in accordance with the contract documents within **30 calendar days** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is a bid bond from an admitted corporate surety on the form provided in the bid package (), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within eight (8) working days after receiving the contract documents.

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

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

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

ACCEPTANCE:

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

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

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

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

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column

for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.

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

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

**BID ITEM LIST
 INYO COUNTY BPMP DECK SEALING PROJECT
 FEDERAL PROJECT NO. BPMPL-5948(093)**

BIDDER'S COMPANY NAME: _____

ABBREVIATIONS:

SF = SQUARE FEET LF = LINEAR FOOT
 LS = LUMP SUM GAL = GALLON

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUAN	ITEM PRICE	TOTAL DOLLARS
Site 1 – Pine Creek Road at Pine Creek (Lower Location), West of Round Valley					
1	MOBILIZATION	LS	1	\$	\$
2	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
3	TRAFFIC CONTROL	LS	1	\$	\$
4	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	13	\$	\$
5	CLEAN AND SEAL CONCRETE BRIDGE DECK	SF	1110	\$	\$
Site 2 – Pine Creek Road at Pine Creek (Upper Location), West of Round Valley					
6	MOBILIZATION	LS	1	\$	\$
7	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
8	TRAFFIC CONTROL	LS	1	\$	\$
9	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	14	\$	\$
10	CLEAN AND SEAL CONCRETE BRIDGE DECK	SF	1175	\$	\$

Site 3 – Glacier Lodge Road at Big Pine Creek, Big Pine

11	MOBILIZATION	LS	1	\$	\$
12	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
13	TRAFFIC CONTROL	LS	1	\$	\$
14	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	15	\$	\$
15	CLEAN AND SEAL CONCRETE BRIDGE DECK	SF	1250	\$	\$

Site 4 – Five Bridges Road at Owens River, Bishop

16	MOBILIZATION	LS	1	\$	\$
17	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
18	TRAFFIC CONTROL	LS	1	\$	\$
19	FURNISH BRIDGE DECK TREATMENT MATERIAL	GAL	37	\$	\$
20	CLEAN AND SEAL CONCRETE BRIDGE DECK	SF	3285	\$	\$

TOTAL BID (IN NUMBERS) _____

TOTAL BID (IN WORDS) _____

REVIEWED AND CHECKED BY: _____
(For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within thirty (30) calendar days as required by **Section 8-1.05** of the Special Provisions.

BID SECURITY:

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

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

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

ADDENDA:

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

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

WARNING:

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

BIDDER'S BUSINESS INFORMATION:

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

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

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

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

License Expiration Date _____

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

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

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

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

Part 1

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

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

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

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

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

Part 2

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

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

Inyo County BPMP Deck Sealing Project
Bid Forms
Page 8

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

INYO COUNTY BPMP DECK SEALING 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

INYO COUNTY BPMP DECK SEALING 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

INYO COUNTY BPMP DECK SEALING 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.)

INYO COUNTY BPMP DECK SEALING PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION

FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p 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 align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p 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>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

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)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: 0%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name
Local Agency Representative

Signature

Date

(Area Code) Telephone Number: _____

Total Claimed DBE Participation	\$ _____
	_____ %

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

- Distribution:**
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 - (2) Copy – Include in award package to Caltrans District Local Assistance
 - (3) Original – Local agency files

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

ALL BIDDERS:

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

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

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

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

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

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

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

Exhibit 15-H DBE Information —Good Faith Efforts

DBE Information - Good Faith Efforts

Federal-aid Project No. **BPMP-5948(093)** Bid Opening Date: August 28 , 2019.

The **County of Inyo** established a Disadvantaged Business Enterprise (DBE) goal of **0%** for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INYO COUNTY BPMP DECK SEALING 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): _____

INYO COUNTY BPMP DECK SEALING PROJECT

PROJECT NO. BPMPL-5948(093)

**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 **Inyo County BPMP Deck Sealing Project**, in compliance with the contract therefor:

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

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

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

Principal

(SEAL)

By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

**FEDERAL MINIMUM
WAGE RATES**

General Decision Number: CA190020 02/15/2019 CA20

Superseded General Decision Number: CA20180031

State: California

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

Counties: Inyo, Kern and Mono Counties in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

CONTRACT AND BONDS

FOR

INYO COUNTY BPMP DECK SEALING PROJECT
Inyo County, CA

Includes:

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

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

obligations.

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

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

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:
County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

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

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

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

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

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

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

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

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

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

SPECIAL PROVISIONS

FOR

INYO COUNTY BPMP DECK SEALING PROJECT
Inyo County, CA

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

**SPECIFICATIONS
APPROVAL**

INYO COUNTY BPMP DECK SEALING PROJECT
Inyo County, CA

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



Director of Public Works

4/24/19

Specifications Approval Date

INYO COUNTY BPMP DECK SEALING PROJECT
PROJECT NO. BPMPL-5948(093)
SPECIAL PROVISIONS
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**INYO COUNTY PUBLIC WORKS DEPARTMENT
INYO COUNTY BPMP DECK SEALING PROJECT
BPMPL-5948(093)**

SPECIAL PROVISIONS

DIVISION 1 – GENERAL PROVISIONS

SECTION 1: GENERAL

1-1.01 GENERAL

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

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

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

1-1.07 DEFINITIONS

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

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code.
- b) Bid Book: The Bid Package as described below.
- c) Bid Package: The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2015, Department of Transportation Standard Plans, dated 2015, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.

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

SECTION 2: BIDDING

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

2-1.01 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.12 DISADVANTAGED BUSINESS ENTERPRISE GOAL

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

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Electronic bids will not be accepted.

SECTION 3: CONTRACT AWARD AND EXECUTION

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

3-1.01 GENERAL

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

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

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

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

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

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

Contractor shall provide the following Surety Bonds:

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

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

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

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

The successful bidder must be properly licensed as required by law and consistent with the Contract Documents, at the time the contract is awarded. Such license shall be a current California Class C32 Contractor’s license or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

SECTION 5: CONTROL OF WORK

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

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

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

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

The Agency requests the Contractor to:

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

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

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

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

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

Performance of Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

The County of Inyo has established the goal for **Disadvantaged Business Enterprise (DBE) participation for this project of 0%**.

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

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

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

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

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

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

SECTION 6: CONTROL OF MATERIALS

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

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

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

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

6-2.02 QUALITY CONTROL

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

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

1. As used in the specifications:

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

b. "Minority" includes:

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

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

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

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

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

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.
4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Deleted
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

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

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

7-1.02K LABOR CODE

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

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

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

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

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

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

7-1.04 PUBLIC SAFETY

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

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

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

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

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

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

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

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall

not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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

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

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

7-1.05 INDEMNIFICATION

The Standard Specifications is amended to read:

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

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

7-1.06 INSURANCE

Add to Section 7-1.06A:

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

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance

of the work and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance is included in the Contractor's Bid.

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

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

7-1.06B Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owner's and Contractor's Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described in Section 3-1.05.

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

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

7-1.06D Deductibles and Self-Insured Retentions

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

7-1.06E Other Insurance Provisions

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

Inyo County BPMP Deck Sealing Project – Special Provisions

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy
2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

7-1.06F Acceptability of Insurers

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

7-1.06G Verification of Coverage

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

7-1.06H Waiver of Subrogation

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

7-1.06I Subcontractor

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

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

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

Training and Promotion:

- e. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - f. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - g. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - h. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
6. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the

terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

III NONSEGREGATED FACILITIES

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

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

IV DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1 Minimum wages

Inyo County BPMP Deck Sealing Project – Special Provisions

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report

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

- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written

notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

11. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/whinstr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- c. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- d. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - f. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

12. Apprentices and trainees

- g. Apprentices (programs of the USDOL).

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

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

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

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

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

h. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination

which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

i. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

13 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

14 **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

15 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

16 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

17 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor

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

18 Certification of eligibility.

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

V CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

VI SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

VII SAFETY: ACCIDENT PREVENTION

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

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

VIII FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

X CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- 2 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.
 - a. 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.
 - b. 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.
 - c. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower

Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- d. 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.
- e. 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- g. 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.
- h. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

- k. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- l. 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.
- m. 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.
- n. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions"

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

- o. 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.
- p. 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.
- q. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- r. 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.
- s. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

XI CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1 The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3 The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be in at all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

The CONTRACTOR agrees

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

SECTION 8: PROSECUTION AND PROGRESS

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

8-1.03 PRE-CONSTRUCTION CONFERENCE

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

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

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

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

The Contractor shall diligently prosecute the project to completion before the expiration of **thirty (30) calendar days** after the date that is deemed to be Contractor's first working day.

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

The Contractor shall pay to the County of Inyo the sum of **\$300.00 per day** for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

SECTION 9: PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

- c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

Section 20104.4 of the Public Contract Code provides:

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

- B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986 (Article 3)** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure** shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

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

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

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

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

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

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

c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim.

Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

DIVISION II – GENERAL CONSTRUCTION

SECTION 10: GENERAL

The bidder's attention is directed to the provisions in **Section 10, "General,"** of the Standard Specifications and these Special Provisions.

10-4 WATER USAGE – The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, "Legal Relations and Responsibility to the Public,"** of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "**Water Conservation**" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7.**

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working

order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, "Dust Palliative,"** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10-6 WATERING – Add the following to the Standard Specifications:

NOTE: There are no Government provided water sources available. Water sources shall be obtained by the Contractor. Do not obtain water from the rivers or streams unless approval is obtained from the Forest Service.

SECTION 12: TEMPORARY TRAFFIC CONTROL

Attention is directed to Sections 12-4, "Maintaining Traffic," 12-5, "Traffic Control System for Lane Closure," and 12-3, "Temporary Traffic Control Devices" of the Standard Specifications and 7-1.04, "Public Safety" of these Special Provisions. All temporary traffic control must comply with the California MUTCD, Part 6, "Temporary Traffic Control".

The work shall be performed such that construction operations are completed on one lane before they are initiated on the other lane. Construction operations shall not be performed concurrently on both sides of the highway. Traffic delays shall be a maximum of twenty (20) minutes in each direction.

During the evening and when construction operations are not occurring, both lanes shall be open for traffic. The Contractor will be allowed to select the order and extent of operations to be performed during a workday. However, the lane under construction shall be properly prepared and opened to public traffic after working hours. The Contractor shall submit a Staging Plan to the Engineer for approval that shall describe the order of construction operations and the provisions to be made for opening lanes to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks, and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed

therefor. No payment will be made for material placed in excess of that required for the structural section.

SECTION 13: WATER POLLUTION CONTROL

13-2.01A SUMMARY – Add the following to the Standard Specifications:
This project requires the Contractor to submit a Water Pollution Control Plan.

SECTION 14: ENVIRONMENTAL STEWARDSHIP

14-2.03 ARCHAEOLOGICAL RESOURCES

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated within **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

14-6.02B BIRD PROTECTION – Amend paragraph 2 of the Section to read:

The Department anticipates nesting or attempted nesting from **February 15 to September 30.**

A pre-construction nesting bird survey will be performed by a qualified biologist if construction occurs during the nesting or attempted nesting season defined above.

14-8.02 NOISE CONTROL – The Standard Specifications is amended to read:
The noise level from the Contractor's operations between the hours of 7:00 p.m. and 7:00 a.m. shall not exceed 86 dBa at a distance of 15 m {50 feet}. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

14-11.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES – Add the following to the Standard Specifications:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in **Section 25914.1 of the Health and Safety Code**, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with **Section 25914.1 of the Health and Safety Code**, removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

SECTION 60-3: STRUCTURE REHABILITATION

60-3.02C(7) PREPARE CONCRETE DECK SURFACE

Prepare concrete bridge decks (1) after the removal of any unsound concrete and placement of any rapid setting concrete patches and (2) before applying deck treatments or placing deck overlays.

Perform the following activities in the order listed:

1. Abrasive blast the deck surface with steel shot. Steel shot must comply with SSPC-AB 3. Recycled steel shot must comply with SSPC-AB 2.
2. Sweep the deck surface.
3. Blow the deck surface clean using high-pressure air.

The deck surface must be dry when abrasive blasting is performed. Remove all laitance, surface contaminants, and foreign material from the deck surface.

If the deck surface becomes contaminated before placing the deck treatment or overlay, abrasive blast clean the contaminated area and sweep the deck clean.

60-3.02D PAYMENT – The Standard Specifications is amended to read:

Payment for Prepare Concrete Deck Surface shall be included in the Clean and Seal Concrete Bridge Deck bid item unit price.

60-3.03 BRIDGE DECK TREATMENT

60-3.03A General

60-3.03A(1) General

Section 60-3.03 includes specifications for treating bridge decks.

60-3.03B Methacrylate Resin Bridge Deck Treatment

60-3.03B(1) General

60-3.03B(1)(a) Summary

Section 60-3.03B includes specifications for treating bridge decks with a high-molecular-weight methacrylate resin.

60-3.03B(1)(b) Definitions

Reserved

60-3.03B(1)(c) Submittals The Standard Specification is ammended to read:
Submit a work plan for applying the methacrylate resin treatment. Include in the plan:

1. Schedule of work for each bridge
2. Description of equipment for applying resin
3. Range of gel time and final cure time for resin
4. Description of absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing resin from the deck and equipment to be used
7. Procedure for storing and handling resin components and absorbent material
8. Procedure for disposing of excess resin and containers

Submit an SDS for each resin component and diatomaceous earth shipment before use.

60-3.03B(1)(d) Quality Assurance The Standard Specification is ammended to read:
The completed sealed deck surfaces will be acceptable if:

1. The treated area demonstrates compliance with these specifications
2. The treated deck surface is tack free and non-oily
3. The sand cover adheres and resists brushing by hand
4. Excess sand and absorbent material has been removed
5. The coefficient of friction is a least 0.35 when tested under California Test 342.

60-3.03B(2) Materials

High-molecular-weight methacrylate resin consists of resin, promoter, and initiator.

High-molecular-weight methacrylate resin must be low odor and comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Volatile content ^a (max, %)	ASTM D2369	30
Viscosity ^a (max, cP, Brookfield RV with UL adaptor , 50 RPM, at 25 °C)	ASTM D2196	25
Specific gravity ^a (min, at 25 °C)	ASTM D1475	0.90
Flash point ^a (min, °C)	ASTM D3278	82
Vapor pressure ^a (max, mm Hg, at 25 °C)	ASTM D323	1.0
Tack-free time (max, minutes, at 25 °C)	Prepare specimens under California Test 551	400
PCC-saturated surface-dry bond strength (min, psi, at 24 hours and 70 ± 2 °F)	California Test 551	500

^aPerform test before adding the initiator.

Sand for the abrasive sand finish must be a commercial-quality, dry-blast sand. The size of the sand must be such that not less than 95 percent passes the no. 8 sieve and not less than 95 percent is retained on the no. 20 sieve when tested under California Test 205.

Absorbent material must be diatomaceous earth, abrasive blast dust, or an authorized substitute recommended by the resin supplier.

60-3.03B(3) Construction

Notify the Engineer at least 15 days before delivery of methacrylate resin components in containers larger than 55 gallons to the job site.

High-molecular-weight methacrylate resin applied by machine must be (1) combined in volumetric streams of promoted resin to initiated resin by static in-line mixers and (2) applied without atomization.

You may apply resin manually. Mix at most 5 gallons of resin at a time.

The deck must be dry before applying resin. The concrete surface must be from 50 to 100 degrees F. Relative humidity must be not more than 85 percent during the work shift.

Thoroughly mix all resin components. Apply resin to the deck within 5 minutes of mixing at an approximate application rate of **90 sq ft/gal**. Resin that thickens during application is rejected. Uniformly spread the resin. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, remove excess resin from the texture indentations.

Apply the abrasive sand finish no sooner than 20 minutes after applying the resin. The sand application rate must be at least 2 lb/sq yd or until saturation as determined by the Engineer. Apply absorbent material before opening the lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment is not allowed on the treated surface until you have verified that the following conditions have been met and the Engineer has authorized the opening of the treated surface to traffic and equipment:

1. Treated deck surface is tack free and not oily
2. Sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond the limits of treatment by traffic

Remove resin from the deck surface if the Engineer determines (1) the conditions listed above have not been met and (2) the allowable lane closure time will be exceeded.

60-3.03B(4) Payment – The Standard Specifications is ammended to read:

The payment quantity for Furnish Bridge Deck Treatment Material is the volume of mixed high-molecularweight methacrylate resin placed. No payment will be made for materials wasted or not incorporated in the work.

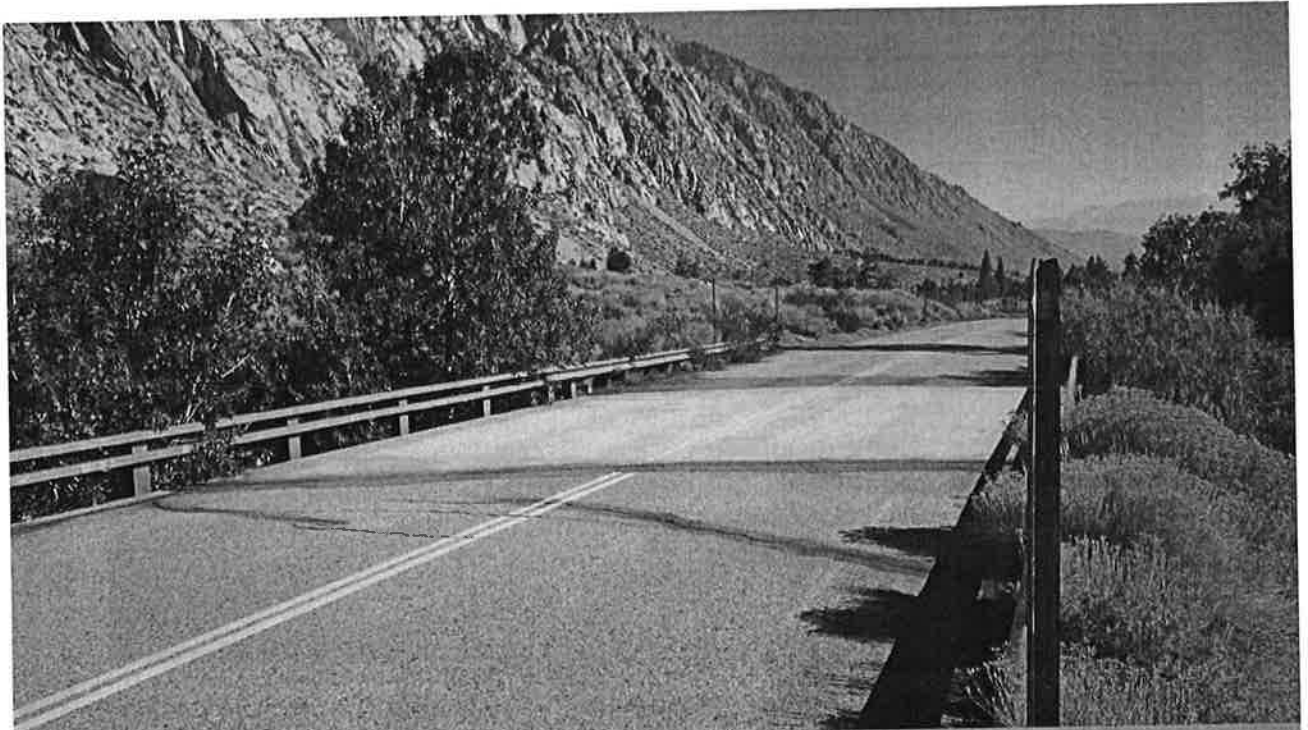
The unit price for Clean and Seal Concrete Bridge Deck shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing for and applying bridge deck HMWM resin treatment, including sand, steel shot, and absorbent material, as shown on Plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer. The unit price for Furnish Bridge Deck Material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to furnish the bridge deck treatment material to the site of the work ready for applications, as specified in the Standard Specifications and the Special Provisions and as directed by the Engineer.

Appendix A: SITE PHOTOS



Site 1: Lower Location – Pine Creek Road (note lack of curb)

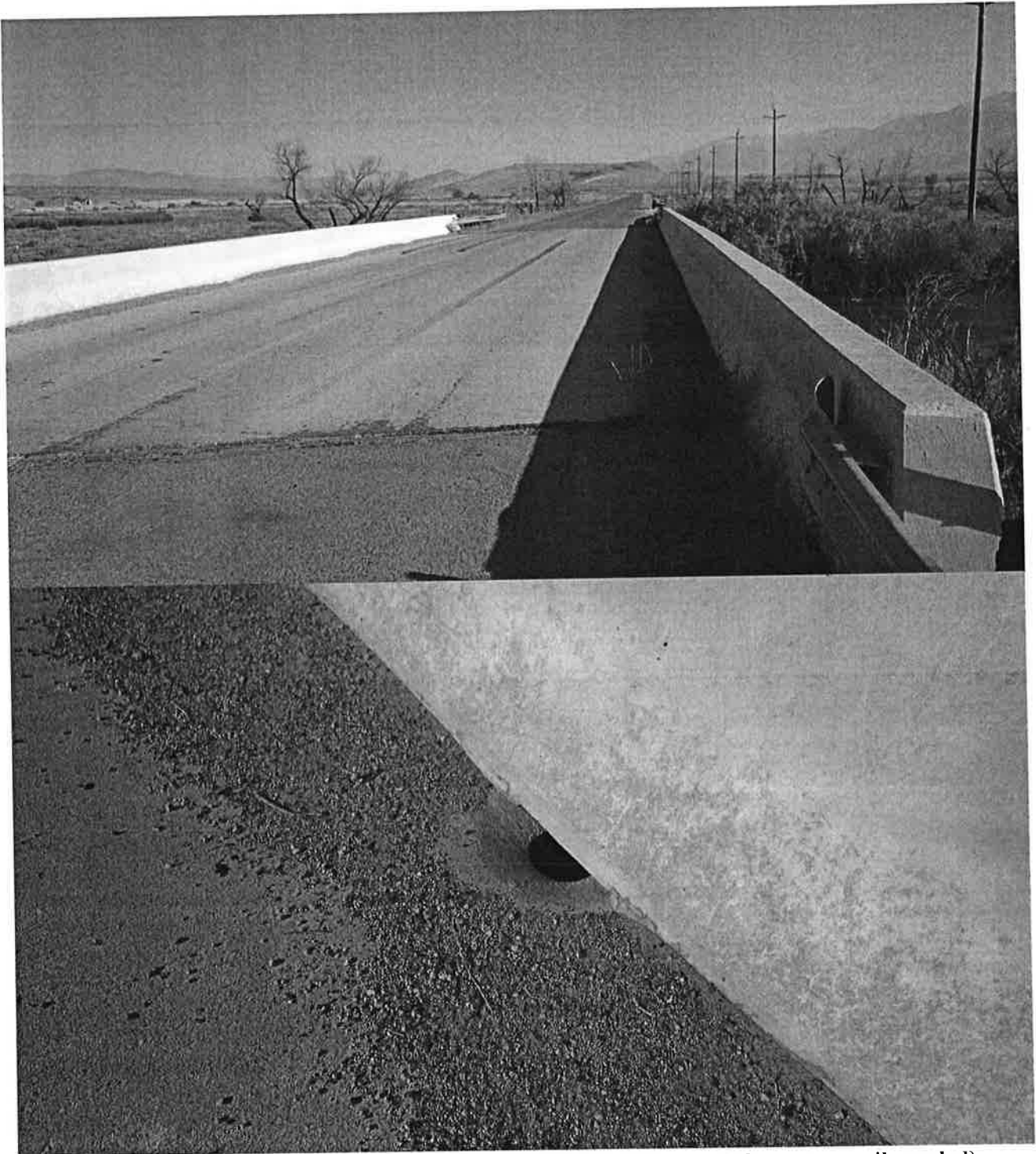
Inyo County BPMP Deck Sealing Project – Special Provisions



Site 2: Upper Location – Pine Creek Road



Site 3: Glacier Lodge Road



Site 4: Five Bridges Road (note: eight – 4” diameter scuppers to be temporarily sealed)

END OF SECTION

Inyo County BPMP Deck Sealing Project – Special Provisions

PLANS

FOR

INYO COUNTY BPMP DECK SEALING PROJECT
Inyo County, CA

INDEX OF SHEETS

1. TITLE, LOCATION AND NOTES
2. SITE PLAN

GENERAL NOTES

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.

PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, AND OTHER GOVERNING REGULATIONS.

ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.

THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.

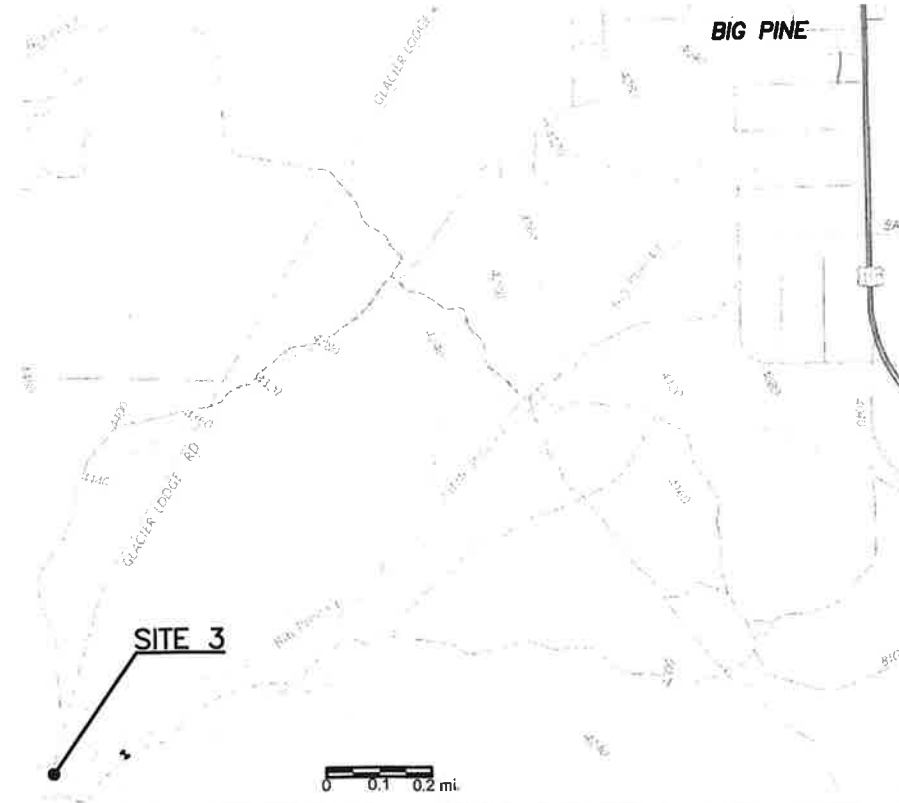
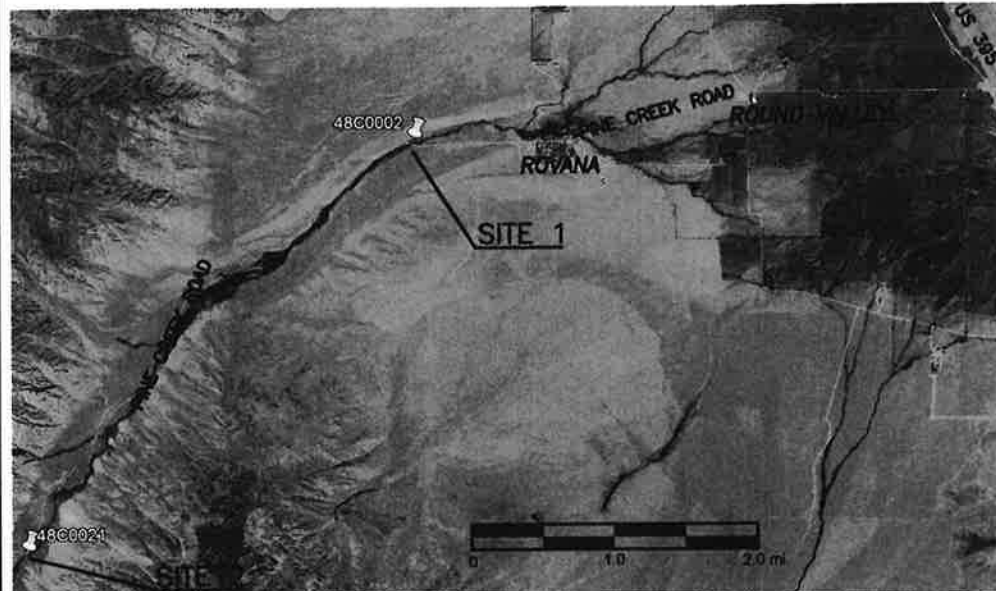
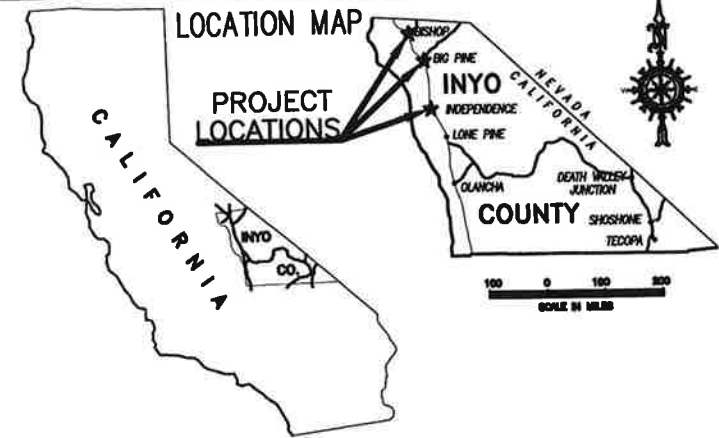
IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

CONSTRUCTION TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT VERSION OF THE CALIFORNIA M.U.T.C.D. AND THE PROJECT SPECIAL PROVISIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE COUNTY OF INYO.

**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
PLANS FOR THE
INYO COUNTY BPMP DECK SEALING
AND RAILING REPAIR PROJECT
MULTIPLE LOCATIONS, INYO COUNTY, CA**

**PROJECT NO. TR-18-045
FEDERAL PROJECT NO. BPMP-5948(093)**

TO BE SUPPLEMENTED BY INYO COUNTY AND CALTRANS
STANDARD PLANS & SPECIFICATIONS DATED OCTOBER 2015



(Signature)
MICHAEL J. ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

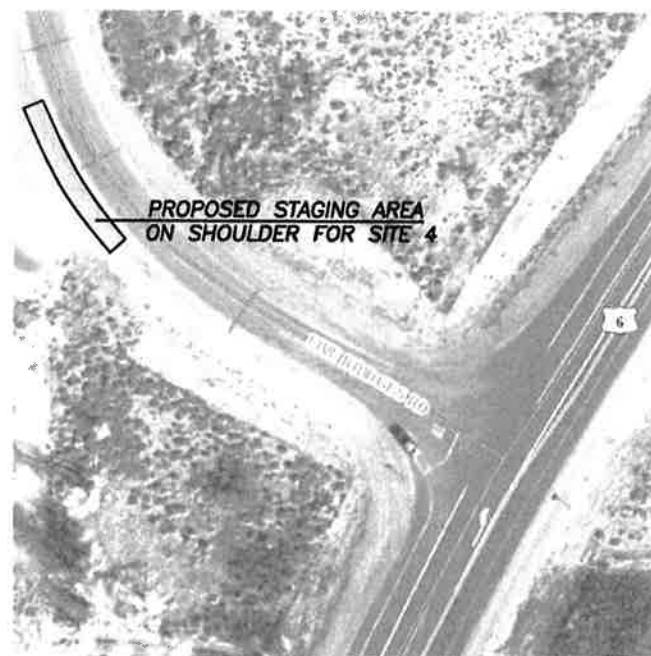
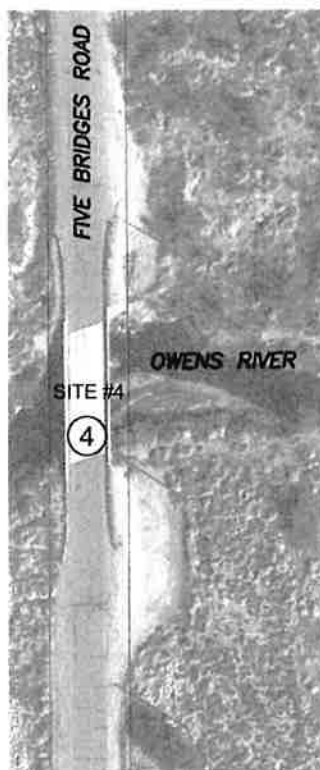
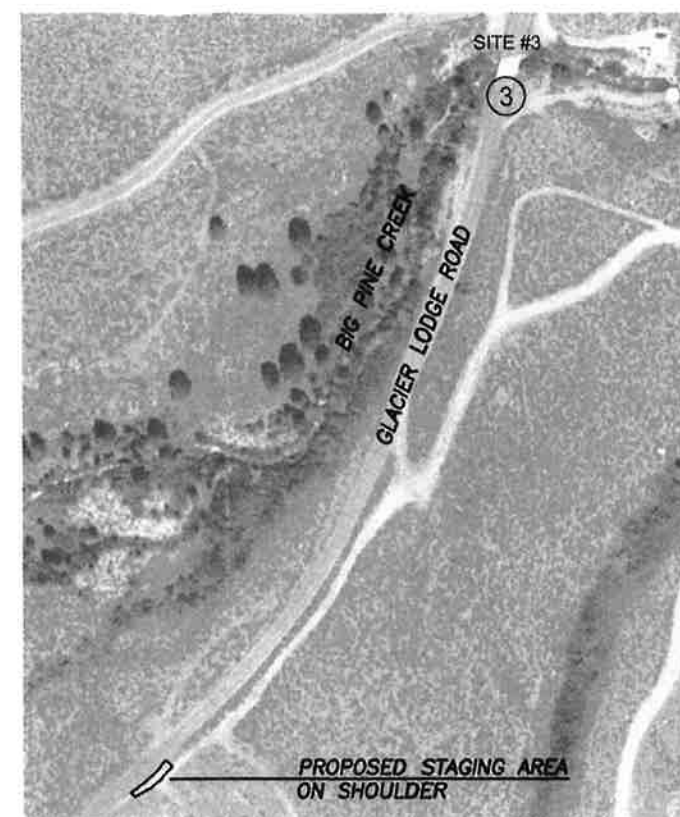
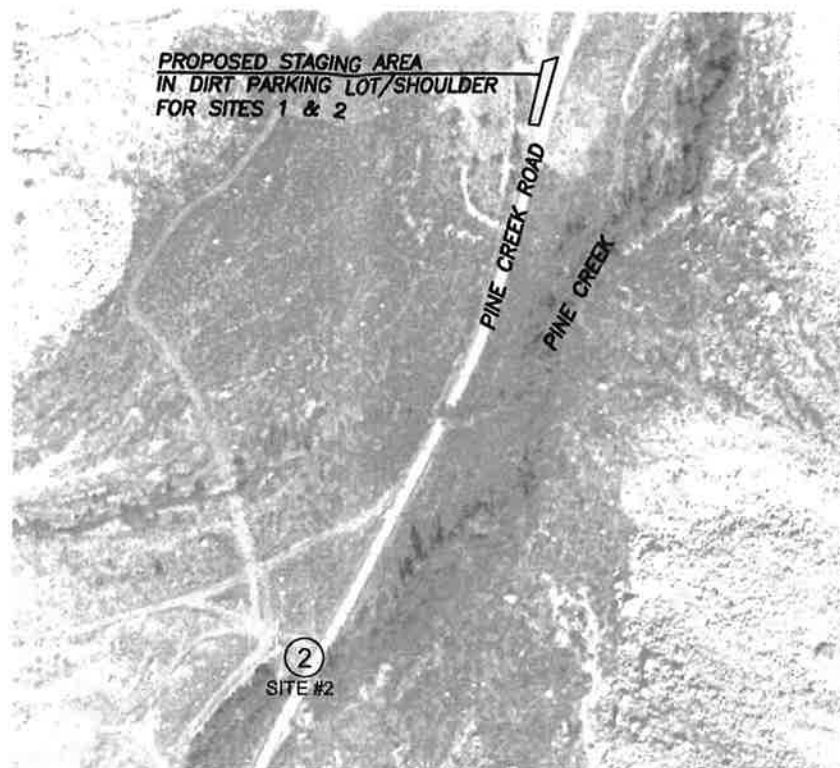
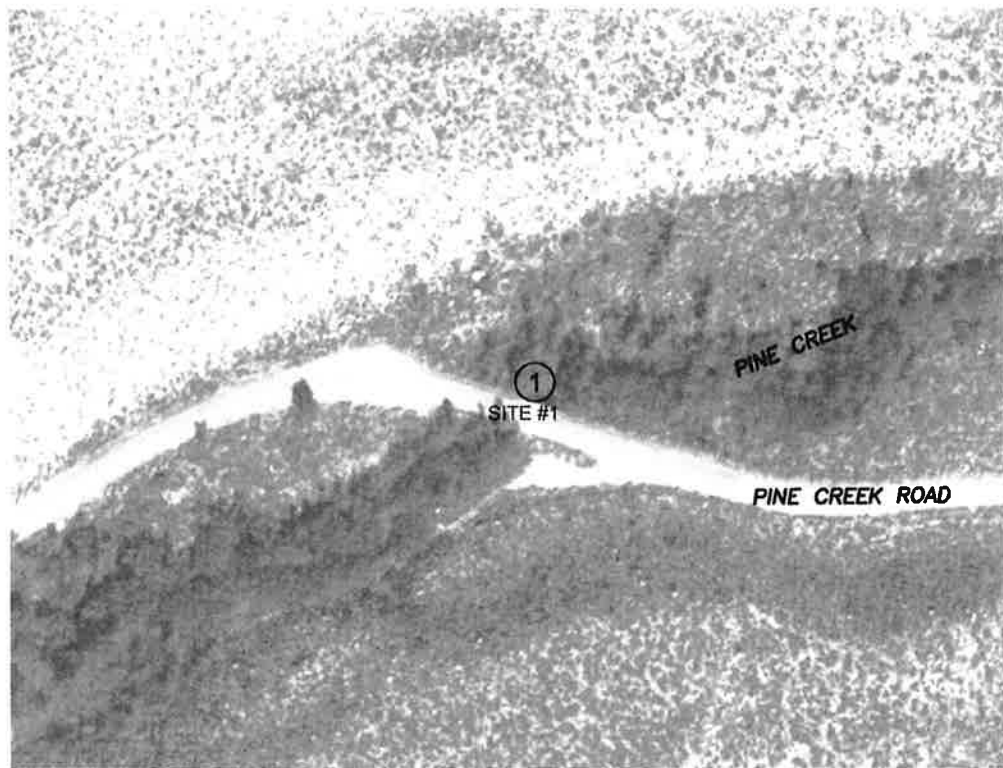
4/24/19
DATE

PROJECT LOCATIONS

SITE NO.	BRIDGE NO.	LOCATION DESCRIPTION	NEAREST TOWN
1	48C0002	Pine Creek Rd. at Pine Creek ~4 mi. West of US 395	Round Valley
2	48C0021	Pine Creek Rd. at Pine Creek ~8.3 mi. West of US 395	Round Valley
3	48C0016	Glacier Lodge Rd. at Big Pine Creek ~2.6 mi. West of US 395	Big Pine
4	48C0047	Five Bridges Rd. at Owens River ~1.6 mi. North of US 6	Bishop

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY BPMP DECK SEALING AND RAILING REPAIR PROJECT INYO COUNTY, CA	
Drawn by: TWT	Date: AUG. 2018	Checked By: AUG. 2018	Date: AUG 2018
Drawing Name: TITLE SHEET		SHEET 1 OF 2	

Z:\OPEN PROJECTS\2-Roads Projects\Bridges\BPMP\BPMP Deck Sealing and Railing Repair TR-18-045\200-Preliminary Engineering\220-Environmental\220-PSS\Mapa.dwg



GENERAL NOTES

- 1 STAGING SHALL BE CONFINED TO PRE-DISTURBED AREAS AT LEAST 200 FEET FROM THE STREAM IN INYO COUNTY RIGHT-OF-WAY AS PROPOSED.
- 2 CONTRACTOR TO INSTALL APPROPRIATE BMP'S TO CONFINED HMWM TO BRIDGE DECK INCLUDING TEMPORARILY SEALING SCUPPERS AND PREVENTING ANY CONSTRUCTION MATERIAL FROM ENTERING WATERCOURSE VIA PRE-APPROVED CONTAINMENT SYSTEMS

CONSTRUCTION NOTES

- 1 CLEAN AND SEAL ~1110 SF OF CONCRETE BRIDGE DECK WITH HIGH MOLECULAR WEIGHT METHACRYLATE (HMWM)
- 2 CLEAN AND SEAL ~1175 SF OF CONCRETE BRIDGE DECK WITH HMWM
- 3 CLEAN AND SEAL ~1250 SF OF CONCRETE BRIDGE DECK WITH HMWM
- 4 CLEAN AND SEAL ~3285 SF OF CONCRETE BRIDGE DECK WITH HMWM



Michael J. Errante
 MICHAEL J. ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

4/24/19
 DATE

PROJECT LOCATIONS

SITE NO.	BRIDGE NO.	LOCATION DESCRIPTION	NEAREST TOWN
1	48C0002	Pine Creek Rd. at Pine Creek ~4 mi. West of US 395	Round Valley
2	48C0021	Pine Creek Rd. at Pine Creek ~8.3 mi. West of US 395	Round Valley
3	48C0016	Glacier Lodge Rd. at Big Pine Creek ~2.6 mi. West of US 395	Big Pine
4	48C0047	Five Bridges Rd. at Owens River ~1.6 mi. North of US 6	Bishop

SITE INFORMATION

SITE NO.	BRIDGE NO.	R/W ON ROAD
1	48C0002	Pine Creek Rd. R/W = 66'
2	48C0021	Pine Creek Rd. R/W = 66'
3	48C0016	Glacier Lodge Rd. R/W = 60'
4	48C0047	Five Bridges Rd. R/W = 60'

Drawing Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

**INYO COUNTY BPMP DECK SEALING
 AND RAILING REPAIR PROJECT**

INYO COUNTY, CA

Drawn by: TWT Date: AUG 2018

Checked By: Date: AUG 2018

Date: AUG 2018

Drawing Name: SITE PLAN

SHEET 2 OF 2



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

19

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 21 2019

SUBJECT: Approve the construction contract for the Central Library Flooring Project (Project) to Tom's Carpet of Bishop, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Approve the construction contract, in the amount of seventeen thousand, one hundred and forty-six dollars (\$17,146), with Tom's Carpet and authorize the Chairperson to sign, contingent upon obtaining appropriate signatures;
- B. 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, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the February 12th, 2019 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the 18/19 Deferred Maintenance Budget.

The scope of work for this project consists of installation of new linoleum sheet flooring in all three rooms occupied by Independence Library at the Courthouse Building (located at 168 N. Edwards St, Independence, CA). This will get rid of the termite problem in the library. The project will be completed in three phases to allow bookshelves and furniture to be moved between rooms.

The Project was advertised on February 16th and bids were due on February 27th, 2019; however, no bids were received. Per Public Contract Code DIVISION 2. GENERAL PROVISIONS, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 1. Local Agency Public Construction Act, ARTICLE 3.6. Counties of 500,000 or Less Population, Section 20150.9:

In its discretion, the county may reject any bids presented. If, after the first invitation for bids, all bids are rejected, after reevaluating its cost estimates of the project, the county shall abandon the project or shall readvertise for bids in the manner prescribed by this article. If after readvertising, the county rejects all bids presented, the county may proceed with the project by use of county personnel or may readvertise. If two or more bids are the same and the lowest, the county may accept the one it chooses. If no bids are received, the county may have the project done without further complying with this article.


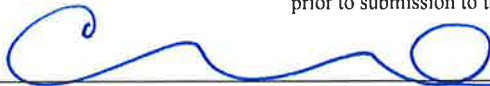
Because no bids were received, the Public Works Department (PW) contacted Tom's Carpet, who had received the bid package, but chose not to submit a bid. PW requested and received a quote from Tom's Carpet for the work, and negotiated a price and schedule that satisfied both parties. Therefore, PW proposes to enter into a contract with Tom's Carpet in the amount of seventeen thousand, one hundred and forty-six dollars (\$17,146). The contractor has reviewed the project Special Provisions and provided the estimates for each phase as shown in Exhibit B-1, Exhibit B-2 and Exhibit B-3 to the contract.

ALTERNATIVES: Your Board could choose not to award the bid and construction contract for the Project and to re-advertise. This is not recommended because it is unlikely that re-advertising will result in additional bids.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; Office of the County Counsel for review of the contract documents.

FINANCING: Fiscal Year 2017/2018 Deferred Maintenance List had \$10,000 budgeted for termite removal at the Central Library. The budget rolled over to Fiscal Year 2018/2019 Deferred Maintenance List and \$15,000 was added to install new flooring. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, the amount of \$17,146. The budget for this Project came from General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/9/19</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/10/2019</u>

DEPARTMENT HEAD SIGNATURE:  Date: 5/13/19
(Not to be signed until all approvals are received)

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

**Tom's Carpet of Bishop, CA, CONTRACTOR
for the
Central Library Flooring PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, May 21, 2019, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Tom's Carpet of Bishop, CA (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Central Library Flooring **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 Scope of Work contained within Attachment 1 within the Time for Completion set forth for:

Title: **CENTRAL LIBRARY FLOORING PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 45 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 Special Provisions attached hereto as Attachment 1.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: seventeen thousand, one hundred and forty-six dollars (\$17,146).

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

- a. All of the provisions set forth expressly herein;
- b. Attachments 1 and 2.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and

technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

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

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

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

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

9. INSURANCE INDEMNIFICATION. Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the

Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 2 and with the provisions specified in that attachment.

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age

Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

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

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

If to Contractor: Tom's Carpet
2019 N. Sierra Hwy.
Bishop, CA 93514

17. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
18. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **TERMINATION.** This Contract may be terminated for the reasons stated below:
- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
 - b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
 - c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.
20. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.
21. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
22. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.
23. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.
24. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
25. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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

COUNTY

CONTRACTOR

COUNTY OF INYO

TOM'S CARPET

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chevchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TOM'S CARPET
FOR THE CENTRAL LIBRARY FLOORING PROJECT**

SCOPE OF WORK

See attached Special Provisions.

EXHIBIT A

SPECIAL PROVISIONS

FOR

CENTRAL LIBRARY FLOORING PROJECT
Independence, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

CENTRAL LIBRARY FLOORING 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.



Acting Director of Public Works

2/1/19
Specifications Approval Date

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EXHIBIT A

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I. INTRODUCTION / GENERAL:

The Central Library Flooring Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (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 October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists of installation of Linoleum Sheet flooring in three rooms of the Central Library located in the County Courthouse building (located at 168 N. Edwards St, Independence, California). The project will be completed in three phases, to allow book shelves and furniture to be moved between the rooms. Furniture moving and flooring removal is not in the scope of this project and will be completed by County forces or under a separate contract.

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)

Performance Bond has been waived by the County for this project. The County will not make any partial payments during any phases. Full payments will be made after the end of each phase

after the County is satisfied that all necessary work for that phase has been completed. Payment bond has also been waived as the project cost is under \$25,000.

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

1. Signed Contract form
2. Documents identified in section 3-1.07

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

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)

Unless the project qualifies for ‘Small Public Works Projects’ under \$25,000 exception ((Labor Code section 1771.1 (n) and Labor Code section 1773.3 (a)):

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

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

7-1.06I SELF-INSURANCE

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

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

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

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 for one phase of the project, no later than **Forty Five (45) Calendar days** from and including the date when a notice to proceed is given by the County, 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.

VII. FLOORING SPECIFICATIONS

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 SUMMARY

A. Provide:

1. Preparation and cleaning of subfloor to receive linoleum sheet flooring;
2. Installation of linoleum sheet flooring as per manufacturer's specifications;
3. Installation of any accessories as required.

B. Payment:

1. Payment for Linoleum Flooring will include all labor, materials, equipment, and incidentals necessary to complete all of the work shown on the Plans and/or specified herein.

1.03 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 linoleum sheet flooring. Such bidders shall have performed the installation of linoleum floors 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 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.

1.04 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 linoleum sheet flooring. Samples shall be two inches by four inches in size, minimum.
- C. Safety Data Sheets (SDS) available for flooring products, adhesives, weld rod, patching/leveling compounds, floor finishes (polishes) and cleaning agents.

1.05 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.

1.06 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. Manufacturers considered will be:

1. Armstrong Flooring Inc.
2500 Columbia Av,
Lancaster, PA 17604
(888) 276-7876

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 LINOLEUM SHEET FLOORING MATERIALS

- A. Provide Linoleum Sheet Flooring:

1. Description: The product shall consist of a polyurethane-coated homogeneous mixture of linoleum cement (linseed oil, natural tree resins, drying oil catalysts), wood flour, limestone, color pigments mixed and calendered onto a jute fabric backing. Colors and pattern detail shall be dispersed throughout the thickness of the wear layer.
2. Linoleum sheet shall conform to the requirements of ASTM F 2034, Type I, "Standard Specification for Sheet Linoleum Floor Covering Without Backing"
3. Color: Armstrong Flooring LS401 Yuca Tan or a substitute approved by the County as equal. The request must be submitted at least 5 business days before bid opening for approval as equal.
4. Thickness: 0.100 in. (2.5 mm)
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 as tested.

B. Linoleum Weld Rod:

1. Provide solid color linoleum weld rod as produced by the flooring manufacturer and intended for heat welding of seams. Color shall be compatible with field color of flooring or as selected by County to contrast with field color of flooring.

C. Seam Adhesive:

1. Provide Seam Adhesive as recommended by the flooring manufacturer.

2.03 ADHESIVES

Provide Adhesives as recommended by the flooring 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 ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

- 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 ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- 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 flooring to the subfloor without cracks, voids, raising and puckering at the seams. Refer to specific rolling instructions of the flooring manufacturer.
- C. Lay flooring 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 flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.
- E. Either:
 - a. Prepare heat-welded seams with special routing tool supplied for this purpose and heat weld with linoleum welding rod in seams.Or
 - b. Prepare sealed seams with special seam adhesive supplied for this purpose.Use methods and sequence of work in conformance with written instructions of the flooring manufacturer. Finish all seams flush and free from voids, recesses, and raised areas.

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 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

END OF SECTION

PLANS

FOR

CENTRAL LIBRARY FLOORING PROJECT

Independence, California

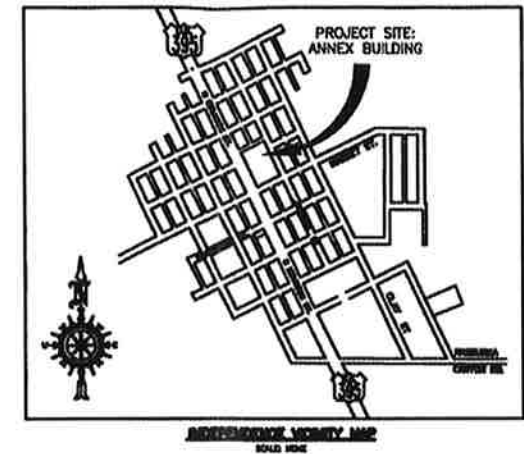
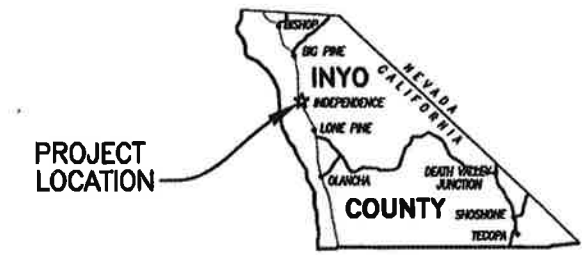
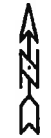
INDEX OF SHEETS

1. TITLE AND LOCATION MAP
2. CENTRAL LIBRARY FLOOR PLANS



COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
PLANS FOR THE
CENTRAL LIBRARY FLOORING PROJECT
AT
INYO COUNTY CENTRAL LIBRARY IN INDEPENDENCE, CA

PROJECT. NO. ZP 18-075



GENERAL NOTES

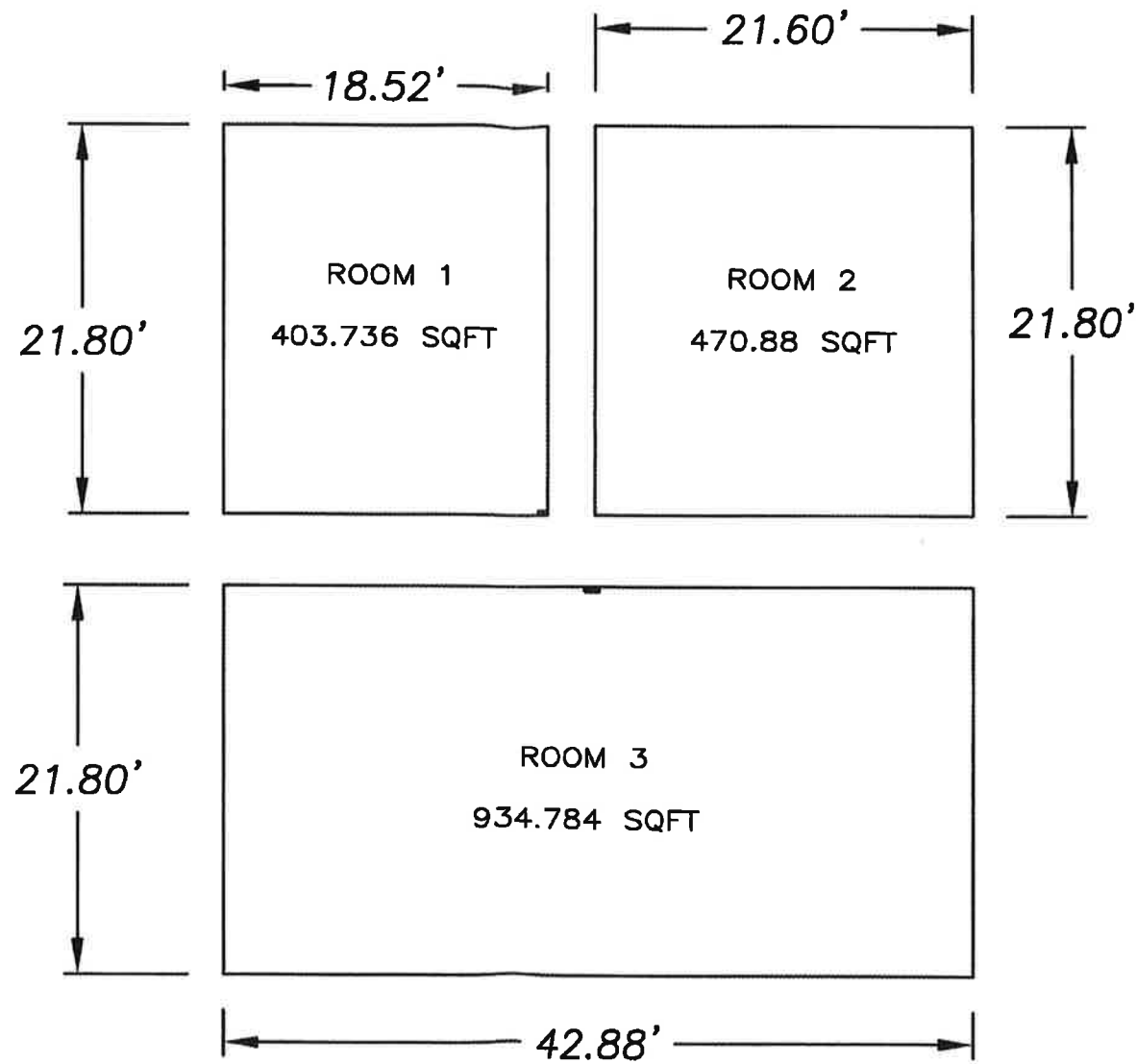
1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS .
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: INYO COUNTY CENTRAL LIBRARY - 168 N. EDWARDS ST, INDEPENDENCE, CA




(Signature)
MICHAEL ERRANTE, ACTING DIRECTOR
INYO COUNTY PUBLIC WORKS

2/1/19
DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY CENTRAL LIBRARY FLOORING PROJECT INDEPENDENCE, CA	
Drawn by: JS Date: DEC. 2018	Checked By: ARH Date: DEC. 2018	Date: DECEMBER 2018	Drawing Name: CENTRAL LIBRARY FLOORING PROJECT.dwg SHEET 1 OF 2




 MICHAEL ERRANTE, ACTING DIRECTOR
 INYO COUNTY PUBLIC WORKS

2/1/19
 DATE



Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY CENTRAL LIBRARY PROJECT INDEPENDENCE, CA	
Drawn by: JS Date: DEC. 2018	Checked By: ARH Date: DEC. 2018	Date: DECEMBER 2018	Drawing Name: CENTRAL LIBRARY FLOORING PROJECT SHEET 2 OF 2

EXHIBIT B-1
Phase 1 Estimate

Tom's Carpet

2019 N. Sierra Hwy.
Bishop, Ca. 93514
760-873-3154
License#798147

Estimate

DATE	ESTIMATE NO.
5/1/2019	2467

NAME / ADDRESS
Inyo County/Buildings and Grounds 168 N. Edwards Street Independence, CA 93526

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Armstrong Linorette LP401 Yucca Tan Sheet Vinyl	SY - 54.97	36.45	2,003.66T
Armstrong S780 4 gallon Adhesive	EA - 1	192.70	192.70T
Spools for Heat Weld	EA - 1	83.70	83.70T
Vinyl Installation	SY - 54.97	22.50	1,236.83
Weld Vinyl Seams	LF - 68.5	2.00	137.00
Trip Charge	EA - 1	50.00	50.00
Floor Preparation (\$55.00 Per hour) (unknown)	HR - 0	55.00	0.00
Freight	EA - 1	51.75	51.75
*** Room # 1***			
Price is based on floor being stripped to bare concrete and customers's measurements, sight unseen			
Sales Tax		7.75%	176.70
TOTAL			\$3,932.34

EXHIBIT B-2
Phase 2 Estimate

Tom's Carpet

2019 N. Sierra Hwy.
Bishop, Ca. 93514
760-873-3154
License#798147

Estimate

DATE	ESTIMATE NO.
5/1/2019	2468

NAME / ADDRESS
Inyo County/Buildings and Grounds 168 N. Edwards Street Independence, CA 93526

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Armstrong Linorette LP401 Yucca Tan Sheet Vinyl	SY - 62.14	36.45	2,265.00T
Armstrong S780 4 Gallon Adhesive	EA - 1	192.70	192.70T
Spools for Heat Weld	EA - 1	83.70	83.70T
Vinyl Installation	SY - 62.14	22.50	1,398.15
Weld Vinyl Seams	LF - 68.5	2.00	137.00
Trip Charge	EA - 2	50.00	100.00
Floor Preparation (\$55.00 Per hour) (unknown)	HR - 0	55.00	0.00
Freight	EA - 1	58.50	58.50
Rooms # 2			
***Price is based on Floor Being Stripped to Bare Concrete and Customer's Measurements, sight unseen.)			
Sales Tax		7.75%	196.96
		TOTAL	\$4,432.01

EXHIBIT B-3
Phase 3 Estimate

Tom's Carpet

2019 N. Sierra Hwy.
Bishop, Ca. 93514
760-873-3154
License#798147

Estimate

DATE	ESTIMATE NO.
5/1/2019	2469

NAME / ADDRESS
Inyo County/Buildings and Grounds 168 N. Edwards Street Independence, CA 93526

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Armstrong Linorette LP401 Yucca Tan Sheet Vinyl	SY - 121.89	36.45	4,442.89T
Armstrong S780 4 Gallon Adhesive	EA - 3	192.70	578.10T
Spools for Heat Weld	EA - 1	83.70	83.70T
Vinyl Installation	SY - 121.89	22.50	2,742.53
Weld Vinyl Seams	LF - 137	2.00	274.00
Trip Charge	EA - 3	50.00	150.00
Floor Preparation (\$55.00 per Hour) (unknown)	HR - 0	55.00	0.00
Freight	EA - 1	114.25	114.25
Room # 3			
*** Price is Based On Floor Being Stripped to bare Concrete and Customer's Measurements, sight unseen***			
Sales Tax		7.75%	395.61
		TOTAL	\$8,781.08

ATTACHMENT 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TOM'S CARPET
FOR THE CENTRAL LIBRARY FLOORING PROJECT**

INSURANCE PROVISIONS

See attached insurance provisions.

Should any conflict arise between the insurance provisions included in this Attachment and the insurance provisions included in Attachment 1, the provisions in this Attachment shall prevail.

Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- **Surety Bonds** as described below.
- **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Endorsement

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured

endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Waiver of Subrogation

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

Primary Coverage

For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Self-Insured Retentions

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

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

20

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: MAY 21 2019

SUBJECT: Request authorization to purchase one John Deere 310SL HL Backhoe Loader

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the purchase of one (1) new John Deere 310SL HL Backhoe Loader from Coastline Equipment Company of Las Vegas, Nevada in an amount not to exceed \$119,377.88.

SUMMARY DISCUSSION:

The Road Department is continuing its effort to bring its equipment fleet into compliance with EPA and California Air Resources Board (CARB) laws and requirements. Non-compliant equipment currently in the fleet will become more and more obsolete as the operable hours and mileage become limited by law. The need for a new backhoe loader was identified as part of the continued effort to replace and supplement outdated and aging equipment within the Road Department's fleet. The John Deere 310SL HL Backhoe Loader will be used as a front line replacement for the County's 1994 416B Cat backhoe, and the 1994 backhoe will be reassigned to limited use/backup duty. This new John Deere 310H equipment will meet all California Air Resources Board (CARB) Tier 4 emission laws and requirements.

The Road Department will be utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through John Deere (Sourcewell Contract #032515-JDC). Coastline Equipment Company has been authorized by John Deere to sell directly off of this contract. The pricing offered by Sourcewell and Coastline Equipment provides Inyo County with a discount of approximately 40% off the market price of the John Deere backhoe loader, which makes the pricing highly competitive to comparable products offered in the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may therefore purchase this equipment via Sourcewell / Coastline Equipment without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) John Deere 310SL HL Backhoe Loader from Coastline Equipment Company, to be delivered to the Road Department Maintenance Yard in Bishop. The total expense, including delivery and taxes, is not to exceed \$119,377.88.

ALTERNATIVES:

The Board could choose not to approve this purchase. This is not recommended, as the current Road Department fleet is aging and approximately 2/3 of the fleet is under some or part, of a usage restriction due to CARB regulations. This usage restriction is having an adverse impact on Road operations.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The funding for the backhoe loader has been approved in the FY 18/19 Road Department budget, #34600, #5650, Equipment.

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. Chuchla

Approved: yes

Date 5/8/19

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 5/9/2019

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: N/A

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 5/9/19

Quote Id: 18563322

Prepared For:
INYO COUNTY ROAD DEPT



Prepared By: **JOE GILMER**

Coastline Equipment Company
3540 N 5th Street
N Las Vegas, NV 89032

Tel: 702-399-2700

Mobile Phone: 702-493-9746

Fax: 702-399-2772

Email: joe.gilmer@coastlineequipment.com

Date: 21 November 2018

Offer Expires: 28 June 2019

Confidential

Quote Id: 18563322

21 November 2018

INYO COUNTY ROAD DEPT
701 S Main St
Bishop, CA 93514

We would like to take this opportunity to thank you for your recent interest in John Deere machinery.

Hi Trevor, Here is a quote for the 310SL HL. I have added the applicable tax, and the freight to Bishop is already included in the quotation the way it is presented. I have reconfigured the machine to have the WainRoy style coupler and 24 Inch bucket. It will be compatible with your other buckets. Keep in mind the thumb meshes best with the 24 Inch bucket, but will still work with the others. It has the Auto shift Trans, Ride Control, Variable displacement pump, Aux Hydraulics for a breaker, right down to a heated seat. This quote is calculated utilizing the Deere Sourcewell contract No. #032515-JDC. The pricing is in effect until June 28,2019. Thank you for allowing us to offer this quotation.

Sincerely,
Joe Gilmer
JOE GILMER
702-399-2700
Coastline Equipment Company

Quote Summary

Prepared For:
 INYO COUNTY ROAD DEPT
 701 S Main St
 Bishop, CA 93514

Prepared By:
 JOE GILMER
 Coastline Equipment Company
 3540 N 5th Street
 N Las Vegas, NV 89032
 Phone: 702-399-2700
 Mobile: 702-493-9746
 joe.gilmer@coastlineequipment.com

Quote Id: 18563322
Created On: 21 November 2018

Expiration Date: 28 June 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 310SL HL BACKHOE LOADER	\$ 189,755.00	\$ 108,315.54 X	1 =	\$ 108,315.54
John Deere Extended Warranty-60 Month, 4,000 hour Powertrain and Hyd system Warranty		\$ 2,476.00 X	1 =	\$ 2,476.00
Sub Total				\$ 110,791.54
Equipment Total				\$ 110,791.54

Quote Summary	
Equipment Total	\$ 110,791.54
SubTotal	\$ 110,791.54
State Tax - (7.75%)	\$ 8,586.34
Total	\$ 119,377.88
Balance Due	\$ 119,377.88

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 18563322

Customer: INYO COUNTY ROAD DEPT

JOHN DEERE 310SL HL BACKHOE LOADER

Hours:

Suggested List

Stock Number:

\$ 189,755.00

Code	Description	Qty
0A80T	310SL HL BACKHOE LOADER	1

Standard Options - Per Unit

170C	JDLINK Ultimate Cellular - 5 Years	1
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshaft Transmission	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5285	Pilot Controls, Two Lever, with Pattern Selection	1
5430	Top Hook Quick Coupler	1
5660	Top Hook 24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Coupler Bucket	1
6020	Extendible Dipperstick	1
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7080	Three-Function Loader Hydraulics, Single Lever	1
7687	1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide, Multipurpose Bucket with Bolt On Teeth	1
8485	1250 Lb. (567 kg) Front Counterweight	1
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1
9080	Engine Coolant Heater	1
9110	Ride Control	1
9235	42 Inch Hydraulic Backhoe Thumb - 4 Tine	1
9505	Full MFWD Driveshaft Guard	1
9515	Diagnostic Oil Sampling Ports	1
9905	Strobe Light with Magnetic Mount	1
9916	Radio, Bosch Premium Package	1

Selling Equipment

Quote Id: 18563322

Customer: INYO COUNTY ROAD DEPT

9970	Seat, Cloth Air-Suspension - Heated	1
Dealer Attachments		
AT187707	License Plate Bracket and Light	1
Service Agreements		
John Deere Extended Warranty - 60 Month, 4,000 hour Powertrain and Hyd system Warranty		

Extended Warranty Proposal

JOHN DEERE 310SL HL BACKHOE LOADER			
Date : April 22, 2019			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Application	Deductible
Equipment Type	310SL HL BACKHOE LDR	Coverage	List \$ 2,476.00
Model	310SL HL BACKHOE LDR	Total Months	
Country	US	Total Hours	

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:	I have been offered this extended warranty and
-----	<input checked="" type="checkbox"/> I ACCEPT the Extended Warranty
Customer Name - Please Print	<input type="checkbox"/> I DECLINE the Extended Warranty

Customer Signature	If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

21

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Training ammunition purchase

DEPARTMENTAL RECOMMENDATION:

- A. Increase authorized spending with Dooley Enterprises Inc., from \$35,000 to \$43,700 for FY 2018-2019 and;
- B. Request the board approve the purchase of training ammo with Dooley Enterprises Inc., in the amount of \$19,100.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On February 5, 2019, the board approved a sole source request and a purchase order for duty ammunition with Dooley Enterprises Inc. After a thorough inventory review, it is necessary to restock our training ammunition in order to meet our training requirements through the end of the fiscal year.

ALTERNATIVES:

Your board could choose to deny this purchase. This action would cause the department to delay training until such a time that we can provide ammunition to our employees. It is imperative to keep up with our training policies and that of the State. Without continued training and skill development, our staff cannot perform to the best of their ability, leaving them and the County at greater risk.

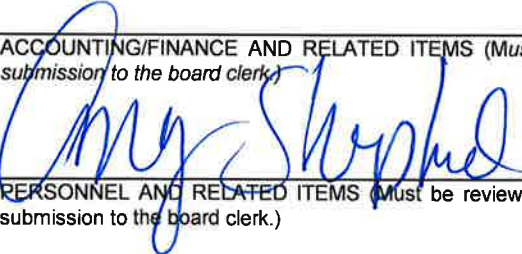
OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor

FINANCING:

Financing is included in the Board Approved Sheriff General Budget 022700 and Jail General Budget 022900, object code Law Enforcement Special 5313

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/3/19</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 5/6/19
(Not to be signed until all approvals are received)

QUOTE #: 011073
 DE # 000057 B 0040

Price Quote

QUOTE DATE:
 01/17/2019

To: INYO COUNTY SHERIFF'S DEPT.

JANIS ODUM, PO DRAWER S

550 S. CLAY STREET

INDEPENDENCE, CA 93526

PHONE: (760) 873-6441 FAX: (760) 878-0389



Here are the requested prices:

PRICES ARE PER THOUSAND

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
			\$0.00	\$0.00
15.000	USA40SW	40 S&W 165gr. Full Metal Jacket - Flat Nose	\$264.00	\$3,960.00
13.000	Q4172	9mm 115gr. Full Metal Jacket	\$223.00	\$2,899.00
6.500	Q4170	45 Auto 230gr. Full Metal Jacket	\$295.00	\$1,917.50
2.500	Q4171	38 Sp 130gr. Full Metal Jacket	\$315.00	\$787.50
2.500	Q4206	380 Auto 95gr. Full Metal Jacket	\$305.00	\$762.50
20.000	USA223R1L	223 55 gr Full Metal Jacket	\$369.00	\$7,380.00

NOTES:

MIKE,
 HERE IS THE PRICE QUOTE YOU
 REQUESTED FOR DROPSHIP. LET ME
 KNOW IF YOU HAVE ANY QUESTIONS.

DANIELA

SUBTOTAL: \$17,706.50

TAX RATE: 7.750% TAX*: \$1,372.25

SHIPPING: \$0.00

TOTAL: \$19,078.75

*IF YOU ARE IN CALIFORNIA OR WASHINGTON STATE, PLEASE ADD SALES TAX

*****FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES*****

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 5th day of February 2019 an order was duly made and entered as follows:

***Sheriff – Dooley
Enterprises
Ammunition Sole-
Source***

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to: A) declare Dooley Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize a purchase order in the amount of \$35,000 for the purchase of ammunition from Dooley Enterprises, Inc. of Anaheim, CA. Motion carried unanimously 4-0, with Supervisor Kingsley out of the room at the time of the vote.

Routing
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: February 19, 2019

WITNESS my hand and the seal of said Board this 5th
Day of February, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

By:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

25

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: February 5, 2019

SUBJECT: Declare Dooley Enterprises, Inc. as Sole Source and approve purchase of ammunition.

DEPARTMENTAL RECOMMENDATION:

Request the Board;

- 1) Declare Dooley Enterprises, Inc. of Anaheim, Ca. as a Sole Source Provider and;
- 2) Authorize a purchase order in the amount of \$35,000.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Office is requesting to purchase ammunition for use in all weapons belonging to the Sheriff's Office. Ammunition is an essential part of our daily operation and annual training. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

ALTERNATIVES:

Not approve this purchase and direct us to seek out other ammunition. This is not recommended do to the time and cost involved in researching and testing the effects of other ammunition on our equipment.


OTHER AGENCY INVOLVEMENT:

Auditor's office
Purchasing agent

FINANCING:

Funding for this purchase is included in the 2018-2019 Board approved budget. This expense will be paid from budget 022700 Sheriff General, Object Code 5313, Law Enforcement Special. This expense is eligible to be reimbursed from COPS funding.

APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/9/19</u>
---------------------	---

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 1/16/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 22
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Approval of State of California Participating Addendum No. 7-14-99-22 Local Agency Subscription Agreement

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board authorize the Auditor-Controller to sign and execute Addendum No. 7-14-99-22 Local Agency Subscription Agreement on behalf of the County of Inyo for a purchasing card program(CAL-Card).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Credit cards are a necessary part of doing business and supporting the day-to-day operations at the County. Over the years the County's use of credit cards has evolved from a "travel only card" to a much wider variety of transactions, that include such items as: the County's monthly fee for website domain hosting, conference registration, services for clients, software license renewals, emergency purchases and the purchase of unique items like an *applied groundwater modeling simulation of flow and advective transport* for the Water department. To supplement our County departments limited access to a variety of goods available in local stores, credit cards will allow County departments to access a wide variety of on-line markets. In addition, credit cards have also been able to assist the County with vendors that will not accept purchase orders or checks as payment. To support the need for credit cards at the County, the Auditor's Office has looked at several options for credit card providers and believes the "CAL-Card" program is best choice.

"CAL-Card" is the official registered name of the State's Purchase Card Program administered by the State of California, Department of General Service. The purpose of the CAL-Card Program is to provide eligible participating agencies, like the County of Inyo, with purchase card services for the acquisition of goods and services. Local governmental agencies may participate in the State's CAL-Card Program under Participating Addendum upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Local Agency Subscription Agreement. CAL-Card is offered to the County with no annual or monthly service fees or transaction fees. In addition, CAL-Card will pay the County a rebate based on the purchases made on the credit cards. CAL-Card also has a variety of other services that will be beneficial to the County, which are designed for use by government agencies. In addition to the benefits listed above, the CAL-Card program will also have the opportunity to better internal controls and tracking of the items purchased by County staff.

Once the County of Inyo has been accepted into the CAL-Card program and has received credit approval from U.S. Bank, the Auditor's Office, in conjunction with the County Administrator, will bring back a CAL-Card Policy or Credit Card Policy for your Boards review and approval. A draft policy has been started but without the specifics information from the credit card vendor a complete policy is not able to be drafted proficiently.

ALTERNATIVES:

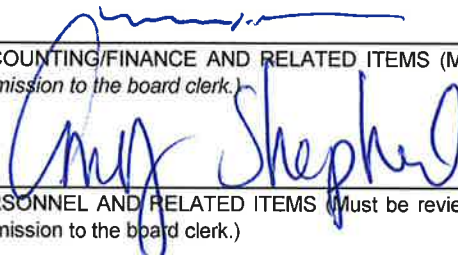
Your Board could choose not to authorize and sign Addendum No. 7-14-99-22 Local Agency Subscription Agreement, however this is not recommended because our current credit card vendor is not meeting the needs of the County and several departments are without credit cards at this time. Unfortunately, our current credit card provider is not able or willing to provide adequate service and is causing significant amounts of staff time to be absorbed in processing their antiquated and unreadable system.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no upfront cost to entering into the CAL-Card program. However, if approved, the County does have the opportunity to earn rebates on its purchases through the CAL-Card program and receive a money back rebate.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/14/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/14/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/14/19

**State of California Participating Addendum No. 7-14-99-22
Local Agency Subscription Agreement**

This Local Agency Subscription Agreement (“**Local Agency Subscription Agreement**”) constitutes an agreement to participate under the terms and conditions of the Purchase Card Services Participating Addendum No. 7-14-99-22 (“**Participating Addendum**”) signed September 29, 2014 and entered into by U.S. Bank National Association (“**U.S. Bank**”) and the State of California, Department of General Services (“**State**”). This Local Agency Subscription Agreement is entered into by U.S. Bank and the “**Local Governmental Agency**” identified herein, and shall become effective upon signing by U.S. Bank (“**Effective Date**”).

RECITALS

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
- B. The State is willing to permit Local Governmental Agency to participate in the Purchase Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency’s performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement. The State shall not bear liability or responsibility for Local Governmental Agency under the Participating Addendum or this Local Agency Subscription Agreement; and
- C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum. Participating Addendum No. 7-14-99-22 is incorporated into this Local Agency Subscription Agreement in its entirety and all terms and conditions of the Participating Addendum apply to the Local Governmental Agency.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

- 1. **Local Governmental Agency Responsibility.** Local Governmental Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agencies as set forth in the Participating Addendum.
- 2. **Authority.** The representations, warranties and recitals of Local Governmental Agency set forth in this Local Agency Subscription Agreement and the Participating Addendum constitute valid, binding and enforceable agreements of Local Governmental Agency. All extensions of credit made to Local Governmental Agency pursuant to this Local Agency Subscription Agreement and the Participating Addendum will be valid and enforceable obligations of Local Governmental Agency and Local Governmental Agency shall pay to U.S. Bank all Debts incurred by Local Governmental Agency in accordance with the terms of the Participating Addendum and this Local Agency Subscription Agreement. The execution of this Local Agency Subscription Agreement and the performance of the obligations hereunder and under the Participating Addendum are within the power of Local Governmental Agency, have been authorized by all necessary action and do not constitute a breach of any contract to which Local Governmental Agency is a party or is bound.
- 3. **Purpose of Card Use.** Local Governmental Agency declares that cards shall be used for official Local Governmental Agency purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Local Governmental Agency warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Local Agency Subscription Agreement.
- 4. The notice address for Local Governmental Agency is:

Inyo County Auditor-Controller

P.O. Drawer R

Independence Ca 93526

Attn: Amy Shepherd

- 5. **Rebate Payment.** To receive payment, Local Governmental Agency must register in the manner prescribed by U.S. Bank. U.S. Bank will not make any payments until Local Governmental Agency has registered. If Local Governmental Agency fails to register by the end of the first Addendum Year, Local Governmental Agency forfeits any payments for that Addendum Year and any subsequent Addendum Years in which Local Governmental Agency fails to register. Local Governmental Agency designates the following person to register Local Governmental Agency.

Authorized Person’s Name

Amy Shepherd

Authorized Person’s Email Address


ashepherd@inyocounty.us

6. **Billing Statements.** Local Governmental Agency may choose to have Statements for all Accounts with Central Billing (1) delivered by U.S. mail ("**Paper Statements**"); (2) made available electronically ("**Electronic Statement(s)**") for Local Governmental Agency to access on its own through the account management system or (3) both delivered as Paper Statements and made available as Electronic Statements. If Local Governmental Agency chooses Electronic Statements only, that is, option (2) herein, U.S. Bank will suppress delivery of Paper Statements.
7. **Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.
8. **Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
9. **Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Local Agency Subscription Agreement.

Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__
By Local Governmental Agency:	By U.S. Bank:
<u>County of Inyo</u> (Name)	<u>U.S. Bank National Association</u>
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
<u>Amy Shepherd</u> (Printed Name of Authorized Signer)	<u>Michael C. Leppones</u> (Printed Name of Authorized Signer)
<u>Auditor-Controller</u> (Printed Title of Authorized Signer)	<u>Vice President</u> (Printed Title of Authorized Signer)

Approved as to form:



 (Signature of Attorney for Local Governmental Agency)
Marshall Rudolph
 (Printed Name of Attorney)

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-99-22
Amendment 2**

WASHINGTON NASPO VALUEPOINT COMMERCIAL CARD SOLUTIONS
CONTRACT 00612-CATEGORY 1
U.S. Bank National Association (Contractor)

This Amendment 2 ("Amendment") for Participating Addendum Number 7-14-99-22 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and U.S. Bank National Association ("Contractor").

The parties mutually agree to amend the Participating Addendum as follows:

1. Agreement is extended from December 31, 2018 to December 31, 2020. **Section 2. TERM** is revised to read as follows:

2. **TERM**

The term of this Participating Addendum shall begin upon signature approval by the State and end December 31, 2020, or upon termination, whichever occurs first.

2. All references to "WSCA-NASPO" are hereby revised to "NASPO ValuePoint".

3. Effective January 1, 2019, Usage/Rebate Report format is amended to delete "Large Ticket Volume Incentive" and add "Discount Interchange Rate Program (DIRP) Transactions" to the report. **Section 4) State CAL Card Program Administrator** is added to allow reports to be sent to "an authorized CAL Card Program designee". **Exhibit A, Section P. CAL Card Program Reporting** is revised to read as follows:

P. CAL Card Program Reporting

Contractor will be required to provide the following reports to the State. State may request additional reporting information for CAL-Card Program activity during the term of the Participating Addendum and Contractor will work with State Contract Administrator to provide requested reports.

1) Usage/Rebate Report

Contractor shall provide an electronic Usage/Rebate Report to the State on a quarterly (3 calendar months) basis. The report shall provide incentive share (rebates) for each Participating Agency for the calendar quarter.

Report must contain at a minimum, but not limited to, the data elements identified below:

- Participating Agency Name
- Quarterly Volume Sales
- Quarterly Qualifying DIRP Volume
- Total number of Transactions
- Total number of Qualifying DIRP Transactions
- Calculated incentive share (rebates) for each Participating Agency
- Total actual incentive share (rebates) paid to Participating Agency

Report shall be provided to the State Contract Administrator, in Excel format via email, within 60 days following the last day of the quarter. Within 30 calendar days from Participating Addendum execution, the Contractor must submit a preliminary report to the State Contract Administrator for review.

2) Delinquency Report

Contractor shall provide an electronic Delinquency Report to the State on a monthly basis. The report shall list Participating Agencies with balances past due greater than 45 calendar days, with subsequent suspension at 90 calendar days after the cycle close. Report shall be provided to the State Contract Administrator, in Excel format via email, within 15 calendar days following the last day of the calendar month.

3) Agency Program Administrator Contact Report

Contractor shall provide an electronic Program Administrator Contact Report to the State Contract Administrator on a quarterly (3 calendar months) basis and/or upon written request. The report shall provide Agency Program Administrator information (including agency name, contact name, email, and phone number) for each Participating Agency. Report shall be provided to the State Contract Administrator, in Excel format via email, within 60 calendar days following the last day of the quarter or within 10 calendar days of the State's written request.

4) State CAL Card Program Administrator

All reports shall be provided to the State Contract Administrator or an authorized CAL Card Program designee.

4. Effective January 1, 2019, **Exhibit E, Section 3. INCENTIVE SHARE (REBATES)** is amended to read as follows:

3. INCENTIVE SHARE (REBATES)

The Contractor will provide a Volume Sales Incentive, Prompt Payment Incentive, and DIRP Volume Incentive (Incentive Share Components #1-3) to Participating Agencies on a quarterly (3 calendar months) basis. The Contractor will provide an Annual Volume Sales Incentive (Incentive Component #4) to the State on an annual (calendar year) basis.

5. Effective January 1, 2019, **Exhibit E, Section 3. A. Incentive Share Component #1 – Volume Sales Incentive** is amended to increase the basis points (bps) and read as follows:

A. Incentive Share Component #1 – Volume Sales Incentive

Volume Sales Incentive will be given to each Participating Agency. The Volume Sales Incentive is based on the total volume sales less qualifying DIRP volume sales for the individual Participating Agency for each quarter (3 calendar months).

The following formula will be used to determine the Volume Sales Incentive for each Participating Agency:

Volume Sales Incentive Calculation			
Quarterly Volume Sales – Quarterly DIRP Volume <i>(for individual participating agency)</i>	x	.0150 (150 bps)	= Participating Agency Quarterly Volume Sales Incentive

6. Effective January 1, 2019, **Exhibit E, Section 3. C. Incentive Share Component #3 – Large Ticket Volume Incentive** is amended to read as follows:

C. Incentive Share Component #3 – DIRP Volume Incentive

A DIRP Volume Incentive will be given to each Participating Agency. The DIRP Volume Incentive is based on the qualifying DIRP volume sales for the individual Participating Agency for each quarter (3 calendar months). Qualifying DIRP transactions will be subject to the Prompt Payment Incentive.

The following formula will be used to determine the DIRP Volume Incentive for each Participating Agency:

DIRP Volume Incentive Calculation			
Quarterly DIRP Volume <i>(for individual participating agency)</i>	x	.0075 <i>(75 bps)</i>	= Quarterly DIRP Volume Incentive

7. Effective January 1, 2019, **Exhibit E, Section 4.A.1** is amended to read as follows:
- 1) Incentive Share Components #1-3 (Volume Sales Incentive, Prompt Payment Incentive and DIRP Transaction Incentive) will be paid quarterly to the Participating Agency within 60 days following the last day of each calendar quarter.
 - Quarter 1: January 1 - March 31
 - Quarter 2: April 1 - June 30
 - Quarter 3: July 1 – September 30
 - Quarter 4: October 1 – December 31

8. Effective January 1, 2019, **Exhibit F, Section 2. DEFINITIONS, Incentive Share** is amended to read as follows:

Term	Definition
Incentive Share	Actual monies paid to the State and/or each Participating Agency based on volume, speed of pay and DIRP.

9. Effective January 1, 2019, **Exhibit F, Section 2. DEFINITIONS, Large Ticket Transaction and Quarterly Large Ticket Volume** are deleted and replaced with **DIRP Transactions** and **Quarterly DIRP Volume** as follows:

Term	Definition
DIRP Transaction	Only those Charges that are processed using Discount Interchange Rate Program (DIRP) rates, less credits, and net of Charge-off Adjustments for each Agreement Quarter.
Quarterly DIRP Volume	Those Charges that qualify for 1) large ticket programs 2) the Visa Partnership Program, and 3) any other interchange programs entered into by the Associates, Customer, Merchants, or others whereby the parties to those interchange programs have agreed to lower interchange rates for certain Transactions. All other Charges and all amounts related to Fees, Fraudulent Charges, chargebacks and Charge-offs are excluded from DIRP Volume.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Rhonda Smith 10/22/2018
Signature of Authorized Signer Date Signed

Chief, Acquisitions Branch
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

U.S. Bank National Association

Contractor Name

[Signature] 10/12/18
Signature of Authorized Signer Date Signed

Brian J. Richter, Senior Vice President

Printed Name and Title of Authorized Signer

901 Marquette Avenue
Minneapolis, MN 55402
Address

[Signature]



**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-99-22
Amendment 1**

WASHINGTON WSCA-NASPO COMMERCIAL CARD SOLUTIONS
CONTRACT 00612-CATEGORY 1
U.S. Bank National Association (Contractor)

This Amendment 1 ("Amendment") for Participating Addendum Number 7-14-99-22 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and U.S. Bank National Association ("Contractor").

The parties mutually agree to amend the Participating Addendum as follows:

1. Exhibit E, Section 6 (Card Fees) is hereby deleted in its entirety and replaced with the following:

6. CARD FEES

Applicable purchase card fees include:

Fee Description	Charge
1. Annual Card Fee	\$0.00
2. Non-Sufficient Funds Fee , per occurrence	\$0.00
3. Logo Embossing Fee (A two-week delay may occur with Card issuance and implementation)	\$0.00
4. Delinquency/Late Fee ^{1/} (Local Governmental Agencies only) <ul style="list-style-type: none"> • Not Paid by 30 Days from Cycle Close on entire past due amount • Not Paid by 60 Days from Cycle Close on entire past due amount • Not Paid by 90 Days from Cycle Close and each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee 	0.0% 1.0% 2.5% \$2.00
5. Foreign Transaction Fee , per occurrence (Fee applies to transactions taking place outside the United States not in U.S. Dollars.)	2.5%

^{1/} Delinquency/Late fees are only applicable for local governmental agencies as described in Exhibit A, Section 1.L (Late Payment Penalties).

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

By: _____

Name: Jim Butler

Title: Deputy Director

Date: 5/31/16

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: Michael Lopez

Title: Vice President

Date: 4/15/16

for

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-99-22
WASHINGTON WSCA-NASPO COMMERCIAL CARD SOLUTIONS
CONTRACT 00612-CATEGORY 1
U.S. Bank National Association (Contractor)

This Participating Addendum Number 7-14-99-22 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and U.S. Bank National Association (hereafter referred to as "Contractor" or "U.S. Bank") under the State of Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 1.

1. SCOPE

A. This Participating Addendum includes the following commercial card products and associated services offered under the WSCA-NASPO Commercial Card Contract 00612-Category 1 to be provided by the Contractor to the State of California Purchase Card (CAL-Card) Program:

- Purchase Card (with Corporate Liability)
- Managed Spend Card (Purchase Card with declining balance feature)
- Emergency Response Card (Purchase Card with extended activation feature)

Note: All other commercial card products offered under the Washington WSCA-NASPO Commercial Card Solutions Contract 00612-Category 1, including Corporate/Travel Cards and One Cards, are excluded from this Participating Addendum.

B. This Participating Addendum is available for all State of California state agencies and local governmental agencies as defined in Exhibit A, Section 1.B (Eligible Participating Agencies).

C. Each local governmental agency shall make its own determination whether this Participating Addendum and the WSCA-NASPO Commercial Card Contract are consistent with its procurement policies and regulations.

2. TERM

The term of this Participating Addendum shall begin upon signature approval by the State and end December 31, 2018, or upon termination, whichever occurs first.

The State will have the option to extend the term of this Participating Addendum in the event the Washington WSCA-NASPO Commercial Card Contract term is extended. Lead State amendments to extend the Washington WSCA-NASPO Commercial Card Contract term date are not automatically incorporated into this Participating Addendum. Any extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. INCORPORATION OF DOCUMENTS

A. Lead State Agreement

State of Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 1 is hereby incorporated by reference and made a part of this Participating Addendum.

B. Terms and Conditions

Terms and conditions of the following exhibits are hereby incorporated and made a part of this Participating Addendum:

- Exhibit A – CAL-Card Program Requirements (7 pages)
- Exhibit B – General Terms and Conditions (GTC 610 as modified) (3 pages)
- Exhibit C – Contractor Certification Clauses (CCC 307) (4 pages)
- Exhibit D – Agreement for Commercial Card Services (8 pages)
- Exhibit E – Incentives and Fees (3 pages)
- Exhibit F – Glossary of Terms (2 pages)

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-14-99-22, including Exhibits A-F
- 2) Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 1
- 3) Washington WSCA-NASPO Commercial Card Solutions Request for Proposal (RFP) 00612
- 4) Approved portions of the Contractor's Response to Washington WSCA-NASPO Commercial Card Solutions RFP 00612

5. CONTRACT MANAGEMENT

A. Contractor Primary Contact

The Contract Manager and primary point of contact for the Contractor shall be as follows:

Contractor: U.S. Bank National Association
Name: Courtney Hoppe
Phone: (310) 363-5850
E-Mail: Courtney.hoppe@usbank.com
Address: U.S. Bank National Association
901 Marquette Avenue
Minneapolis, MN 55402

Should the Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than 10 calendar days after the change.

B. State Primary Contact

The State Contract Administrator for this Participating Addendum and primary point of contact for the State's CAL-Card Program shall be as follows:

Name: Julie Matthews
Phone: (916) 375-4612
Fax: (916) 375-4663
E-Mail: Julie.Matthews@dgs.ca.gov
Address: State of California
Department of General Services, Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Should the State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than 10 calendar days after the change.

6. AGREEMENT

This Participating Addendum with its exhibits and/or amendments, sets forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

7. AGREEMENT SIGNATURES

IN WITNESS WHEREOF, this Participating Addendum has been executed by the parties herefo.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

U.S. Bank National Association

Agency Name

Contractor Name


Signature of Authorized Signer

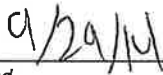

Signature of Authorized Signer

Jim Butler, Deputy Director

Kelly M. Caspers, Vice President

Printed Name and Title of Authorized Signer

Printed Name and Title of Authorized Signer


Date Signed

9/26/14

Date Signed

707 Third Street
West Sacramento, CA 95605

901 Marquette Avenue
Minneapolis, MN 55402

Address

Address



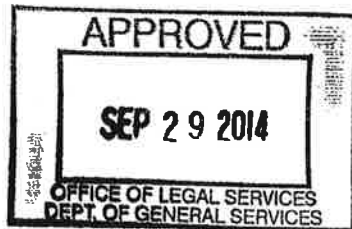




EXHIBIT A – CAL-Card Program Requirements

1. CAL-CARD PROGRAM REQUIREMENTS

A. CAL-Card Program Overview

"CAL-Card" is the official registered name of the State's Purchase Card Program administered by the State of California, Department of General Services. The purpose of the CAL-Card Program is to provide eligible participating agencies with purchase card services for the acquisition of goods and services.

B. Eligible Participating Agencies

- 1) State of California state agencies and local government agencies are allowed to participate in the State's CAL-Card Program under this Participating Addendum through a subscription agreement process.
 - a. A "state agency" is any State of California government agency, department, bureau, board, or commission.
 - b. Pursuant to Public Contract Code §10298 and for purposes of this Participating Addendum, a "local government agency" is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Further, for purposes of this Participating Addendum, reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems.
- 2) State agencies may participate in the State's CAL-Card Program under this Participating Addendum upon the signing and submission of a properly completed Subscription Agreement, in the format specified by the State, incorporating all terms and conditions of the Participating Addendum.
- 3) Local governmental agencies may participate in the State's CAL-Card Program under this Participating Addendum upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Local Agency Subscription Agreement. Each local governmental agency will be subject to credit approval by the Contractor as described in Exhibit D, Section 2.A (Financial Information). Local governmental agencies shall assume responsibility and liability for local governmental agency's performance of the terms and conditions of the Participating Addendum. The State shall not bear liability or responsibility for local governmental agencies participating under this Participating Addendum.
- 4) Upon execution of a properly completed Subscription Agreement and/or Local Agency Subscription Agreement with credit approval from the Contractor, the state agency and/or local governmental agency will become a "Participating Agency" and the provision of services by the Contractor to such Participating Agency will be governed by the terms of this Participating Addendum.

C. Card Products and Liability

Contractor will provide the following card products to Participating Agencies under the State's CAL-Card Program:

- Purchase Card (with Corporate Liability)
- Managed Spend Card (Purchase Card with declining balance feature)
- Emergency Response Card (Purchase Card with extended activation feature)

Card products are further defined in Exhibit D, Section 3.A (Card Products). All card products offered under this Participating Addendum for the State's CAL-Card Program are corporate liability. Participating Agencies shall have no liability for lost or stolen cards or fraudulent use of any corporate liability cards.

D. Statewide Transition and Implementation

Upon Participating Addendum execution, the Contractor will work with the State to transition current CAL-Card Participating Agencies to the new Participating Addendum. Contractor and State Contract Administrator will develop a transition plan specific to the CAL-Card Program to ensure that an efficient and effective transition takes place. Contractor will work with the State Contract Administrator to meet all required elements of the agreed to plan.

E. Agency Enrollment

Contractor will provide an agency enrollment process for new CAL-Card Program participants. Within 15 calendar days of Participating Addendum execution, the Contractor shall provide the State Contract Administrator with detailed agency enrollment process, procedures, and applicable forms for review.

F. Card Design

- 1) Contractor will be responsible for the embossing and printing of cards. The State will use a basic design as the standard card stock to be used by all CAL-Card participants that will identify the card as a State of California CAL-Card purchasing card. The State will be responsible for furnishing any necessary artwork (digital file) to the Contractor for changes to the standard design during the term of the Participating Addendum.
- 2) Participating Agency will have the ability to customize standard card stock with verbiage and/or logo embossing as described below:
 - a. State Agencies
 - Name – STATE OF CALIFORNIA, top, left side of card (required)
 - Program – CAL-Card, top, right side of card (required)
 - Phrase – FOR OFFICIAL USE ONLY, top, right side of card under CAL-Card (required)
 - Name – AGENCY/DEPARTMENT (required)
 - Name – CARDHOLDER NAME, (required)
 - Picture – LOGO/EMBLEM, (optional)
 - b. Local Government Agencies
 - Name – LOCAL GOVERNMENTAL AGENCY NAME, top, left side of card (required)
 - Program – CAL-Card, top, right side of card (required)
 - Phrase – FOR OFFICIAL USE ONLY, top, right side of card under CAL-Card (required)
 - Name – CARDHOLDER NAME, (required)
 - Picture – LOGO/EMBLEM, (optional)

G. Card Issuance

Contractor will mail cards issued to Participating Agency within five business days or sooner after the Contractor receives cardholder account set-up information. Cards will be issued in accordance with Exhibit D, Section 3.B (Card and Account Issuance).

H. Customer Support

- 1) Contractor will provide a dedicated customer service team to support the State's CAL-Card Program throughout the term of the Participating Addendum. Contractor will:
 - Provide qualified, highly skilled personnel and ensure personnel are familiar with all aspects of the State's CAL-Card Program.
 - Provide at least one designated Relationship Manager, available to the State Contract Administrator and Participating Agency Program Administrators Monday through Friday during regular business hours, for CAL-Card Program contract support and escalation issues.
 - Provide at least one designated Account Coordinator, available to Participating Agency Program Administrators Monday through Friday during regular business hours, to assist with day-to-day Participating Agency account management support.

- Provide a designated customer service team for cardholder support.
 - Provide a domestic and internationally toll-free phone number available to cardholders 24 hours a day, every day of the year for cardholder services.
 - Have an established escalation process.
- 2) Within 15 calendar days of Participating Addendum execution, the Contractor shall provide the State Contract Administrator with customer service information including but not limited to:
 - Relationship Manager information
 - Account Coordinator information
 - Customer service unit information
 - Any additional Contractor support contacts (i.e. technical support, cardholder support, etc.) provided for the CAL-Card Program.
 - 3) Should the customer service information or personnel change during the term of the Participating Addendum, Contractor will provide written notice to the State Contract Administrator 10 calendar days before changes or substitutions take place. Substitutions of personnel will include replacements with similar qualifications.
 - 4) The State reserves the right to request additional personnel and/or replacement of current personnel at any time. Contractor will be notified in writing at least 10 calendar days before additional personnel and/or replacement personnel are needed.

I. Training

- 1) Contractor will provide ongoing training for all CAL-Card Program participants throughout the term of the Participating Addendum including, at a minimum:
 - Online Web-based training for Participating Agency Program Administrators and Cardholders
 - Onsite/Classroom training for Participating Agency Program Administrators
 - Onsite User Group Forums
 - Written User Reference Guides
- 2) Contractor will work with the State Contract Administrator on a training plan to be offered for the CAL-Card Program including training types, schedule, user reference guides and additional training materials.

J. Purchase Card Data Management and Reporting System

Contractor shall provide its online (web-based) system, U.S. Bank Access Online®, to the State's CAL-Card Program participants for:

- Transaction data collection and management
- Administration of system accounts
- Reporting output and data transfer

Designated authorized personnel from the State and Participating Agency will be provided permissions within Access Online®.

K. Payment Terms

- 1) Contractor will be responsible for sending an itemized official invoice (statement) to each Participating Agency after the end of each billing cycle as designed for each of the accounts established for the Participating Agency.
- 2) The full amount of each Participating Agency's monthly balance or billing cycle balance, except for disputed or reported fraud items, will be due within forty-five (45) calendar days from the billing cycle date of the Contractor invoice. If the Invoice is not postmarked within three business days after the billing cycle, the pay term can be extended the equal number of days between the third day after the billing cycle and the actual latest postmark date of the Statement. Billing statements and billing disputes are further outlined in Exhibit D, Section 3.C (Billing and Payment).

- 3) Payment may be made to the Contractor via check, cash warrant, bank wire, automated clearing house, or electronic funds transfer at the Participating Agency's option.

L. Late Payment Penalties

Late payment penalties for undisputed payments not received by the Contractor within the specified periods will be determined as follows:

- 1) State Agencies – State agencies will be required to pay late payment penalties based on the California Prompt Payment Act (Government Code Section 927 et seq.). The penalty on any undisputed late payment shall be calculated in accordance with the penalty interest rate factor per day formula provided in the State of California Budget Letter 14-14, Late Payment Penalty Interest Rates (or its successor letter).
- 2) Local Governmental Agencies – Local governmental agencies may be subject to late payment penalties as described in Exhibit E, Section 6 (Card Fees), unless local governmental agency provides Contractor with codes and/or legal authority which would prohibit local governmental agency's ability to pay penalty fees under this Participating Addendum.

M. CAL-Card Program Website and User Instructions

The State will administer a website dedicated to the State's CAL-Card Program for program information, participation forms and additional resources available to Participating Agencies. In addition, the State Contract Administrator will administer a User Instructions guide for Participating Agencies. Contractor may be required to provide information to the State Contract Administrator for public posting on the dedicated CAL-Card Program website and/or User Instructions guide.

N. Participating Agency Responsibilities

- 1) All Participating Agencies shall prepare the necessary forms to participate in the CAL-Card Program as described in the Participating Addendum and posted User Instructions guide.
- 2) All Participating Agencies shall designate an Agency Program Administrator who will serve as the primary point of contact between the Participating Agency and U.S. Bank.
- 3) State agencies participating in the CAL-Card Program shall comply with all applicable procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals and User Instructions guide.

O. Program and Transaction Data Reporting (for Participating Agencies)

- 1) Custom Financial Extract Files

Contractor shall provide, at no cost to the Participating Agency, the ability to download data from Access Online® and the automatic creation of batch upload files containing accounting data to Participating Agency's internal accounting systems to include, at a minimum, a custom interface file to any internal system(s) designated by the Participating Agency. Contractor will be required to provide custom extract files at the request of the State and/or Participating Agency. The custom extract file shall be created in such a manner that it can be imported into the Participating Agency's internal accounting/financial system with no special programming or manual entry of transaction data.

- 2) Financial Information System for California ("FI\$Cal")

Contractor will be required to provide custom interface files, at no cost to the State, for the State's financial management system ("FI\$Cal system"). The Contractor will work with State of California, FI\$Cal personnel to design, develop, test and implement the custom financial extract solution for the FI\$Cal system. The custom interface file shall be created in such a manner that it can be imported into the FI\$Cal system with no special programming or manual entry of transaction data. FI\$Cal and Contractor will be responsible for providing necessary items to complete work as determined between the parties including but not limited to tasks, deliverables, schedule, system security and file requirements.

P. CAL Card Program Reporting

Contractor will be required to provide the following reports to the State. State may request additional reporting information for CAL-Card Program activity during the term of the Participating Addendum and Contractor will work with State Contract Administrator to provide requested reports.

1) Usage/Rebate Report

Contractor shall provide an electronic Usage/Rebate Report to the State on a quarterly (3 calendar months) basis. The report shall provide incentive share (rebates) for each Participating Agency for the calendar quarter.

Report must contain at a minimum, but not limited to, the data elements identified below:

- Participating Agency Name
- Quarterly Volume Sales
- Quarterly Qualifying Large Ticket Volume
- Total number of Transactions
- Total number of Qualifying Large Ticket Transactions
- Calculated incentive share (rebates) for each Participating Agency
- Total actual incentive share (rebates) paid to Participating Agency

Report shall be provided to the State Contract Administrator, in Excel format via email, within 60 days following the last day of the quarter. Within 30 calendar days from Participating Addendum execution, the Contractor must submit a preliminary report to the State Contract Administrator for review.

2) Delinquency Report

Contract shall provide an electronic Delinquency Report to the State on a monthly basis. The report shall list Participating Agencies with balances past due greater than 45 calendar days, with subsequent suspension at 90 calendar days after the cycle close. Report shall be provided to the State Contract Administrator, in Excel format via email, within 15 calendar days following the last day of the calendar month.

3) Agency Program Administrator Contact Report

Contractor shall provide an electronic Program Administrator Contact Report to the State Contract Administrator on a quarterly (3 calendar months) basis and/or upon written request. The report shall provide Agency Program Administrator information (including agency name, contact name, email, and phone number) for each Participating Agency. Report shall be provided to the State Contract Administrator, in Excel format via email, within 60 calendar days following the last day of the quarter or within 10 calendar days of the State's written request.

Q. End-of-Life Transition

Contractor agrees that at the end of the Participating Addendum, should the State conduct another procurement and award a new contract, the Contractor will work with the State Contract Administrator to ensure that an efficient and effective transition takes place within nine months.

2. ADDITIONAL REQUIREMENTS

A. Insurance Certificates

Contractor shall furnish copies of certificates for all required insurance, as specified in the WSCA-NASPO Contract Number 00612-Category 1, to the State Contract Administrator within 30 calendar days of the Participating Addendum execution. Copies of renewal certificates for all required insurance shall be furnished within 30 calendar days after renewal date.

B. Darfur Certification

Pursuant to Public Contract Code §10475 et seq., if the Contractor has or within the previous three years has had business activities or other operations outside the United States, the Contractor must complete a Darfur Contract Act Certification stating they are not a scrutinized company as defined, or demonstrate Contractor has obtained permission under the statute. Contractor must provide required documentation to the State Contract Administrator within 15 calendar days of the State's written request.

C. Termination by Mutual Agreement

- 1) The State and Contractor may mutually agree to terminate this Participating Addendum at any time during the term of the Participating Addendum. Requests for mutual termination may be initiated by either party with written notice. The State and Contractor will mutually agree on the effective date of termination.
- 2) Upon termination of the Participating Addendum, each party will assist the other party in orderly termination of the agreement and transfer of all assets, tangible and intangible, as may facilitate the orderly, undisrupted business continuation of each party. Participating Agencies shall be responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

D. Termination (By State or Participating Agency)

- 1) The State may terminate the Participating Addendum and any Participating Agency may terminate its respective Subscription Agreement for cause upon a reasonable and good faith determination that the Contractor failed to perform the material requirements of the agreement at the time and in the manner herein provided. In the event of a breach, the State or Participating Agency will send the Contractor a notice specifying the breach and providing the Contractor an opportunity to cure the breach within a period of time no less than 30 calendar days ("Cure Period"). If the breach is not cured within the Cure Period, the State will have the right to terminate the Participating Addendum and the Participating Agency will have the right to terminate its respective Subscription Agreement by notice to the Contractor.
- 2) The State may terminate the Participating Addendum without cause upon 60 calendar days advance written notice to the Contractor. Participating Agencies may terminate their respective Subscription Agreements without cause upon 30 calendar days advance written notice to the Contractor.
- 3) Upon termination of the Participating Addendum and/or Participating Agency's Subscription Agreement, each party will assist the other party in orderly termination of the agreement and transfer of all assets, tangible and intangible, as may facilitate the orderly, undisrupted business continuation of each party. Participating Agencies shall be responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

E. Availability of Funds

This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event sufficient funds are not made available to the State, the State has the option to terminate the Agreement and Participating Agencies shall remain responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

F. Contracts Funded by the Federal Government

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds. The State has the option to terminate the Agreement or to amend the Agreement to reflect any reduction in funds. In the event of termination, Participating Agencies shall remain responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

G. Federal Debarment

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Contractor must provide this documentation upon request.

H. News Releases

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum or the State's CAL-Card Program shall not be made without prior written approval of the DGS.

EXHIBIT B – General Terms and Conditions (GTC 610 as modified)

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE (Stricken in its entirety—See Exhibit A, Section 2.D)

8. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors 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. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (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 Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS

Time is of the essence in this Agreement.

13. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)


20. LOSS LEADER

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C – Contractor Certification Clauses (CCC 307)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> U.S. Bank National Association		<i>Federal ID Number</i> 31-0841368
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Kelly M. Caspers Vice President		
<i>Date Executed</i> 9/26/14	<i>Executed in the County of</i> Hennepin County	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204

This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D – Agreement for Commercial Card Services

This exhibit identifies additional terms governing the U.S. Bank Commercial Card Program (the “**Commercial Card Program**”) provided by U.S. Bank National Association (“**U.S. Bank**”) to Participating Agencies for the State of California, Department of General Services (“**DGS**”) CAL-Card Program and is an attachment to the Participating Addendum.

Participation in Commercial Card Program:

Certain entities may participate in the Commercial Card Program as defined in Exhibit A, Section 1.B (Eligible Participating Agencies).

1. DEFINITIONS

A. Definitions. All capitalized terms used in this exhibit are defined herein and shall have the following meaning:

- 1) “**Account**” means any account established by U.S. Bank pursuant to this Agreement in the name of Participating Agency and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
- 2) “**Affiliate**” means a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.
- 3) “**Ancillary Services**” means any additional services offered in conjunction with an Account.
- 4) “**Association**” means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
- 5) “**Billing Cycle**” means the period of time from which a Statement is generated until the next Statement is generated.
- 6) “**Card**” means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Participating Agency and/or Cardholders.
- 7) “**Cardholder**” means an individual employee of Participating Agency, named as the holder of the Account or using the Account in the name of Participating Agency, regardless of whether a physical card is issued in conjunction with the Account.
- 8) “**Cardholder Account**” means an account number assigned to a Cardholder.
- 9) “**Cardholder Agreement**” means the U.S. Bank Cardholder agreement between U.S. Bank and the Cardholder.
- 10) “**Card Products**” means the standard U.S. Bank commercial card product offerings. For the purposes of the Participating Addendum, Card Products include the Purchase Card, Managed Spend Card, and Emergency Response Card.
- 11) “**Central Billing Account**” means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. For the purposes of the Participating Addendum, Central Billing Accounts include Managed Spend Central Billing Account and Central Purchase Accounts.
- 12) “**Charge**” means any transaction posted to an Account that has a debit value, including without limitation, Purchases and Fees.
- 13) “**Charge-off**” means the entire amount due and owing to the Contractor by the Participating Agency that remains outstanding on an Account that was left unpaid for one hundred eighty (180) days after the Billing Cycle close date.
- 14) “**Commercial Card Program**” means the Card Products and Ancillary Services offered by U.S. Bank.
- 15) “**Control**” or “**Controlled**” means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
- 16) “**Data**” means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program.

- 17) **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Participating Agency and/or Cardholders.
- 18) **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
- 19) **"Fees"** means all fees that are posted to an Account and due and payable to U.S. Bank by Participating Agency and/or its Cardholders that are associated with any Commercial Card Program. Fees include Foreign Transaction Fee and Late Fee.
- 20) **"Foreign Transaction Fee"** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
- 21) **"Fraudulent Charges"** mean those Charges which are not initiated, authorized or otherwise requested by Participating Agency and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Participating Agency and/or a Cardholder.
- 22) **"Intellectual Property"** or **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
- 23) **"Late Fee"** means the fees associated with any Debt that remains unpaid to U.S. Bank by Participating Agency and/or Cardholders after the Due Date on the Statement.
- 24) **"MasterCard"** means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified in the Participating Addendum.
- 25) **"Merchant"** means any entity that has entered into an agreement that governs the acceptance of Cards.
- 26) **"Merchant Category Code"** means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the applicable Association.
- 27) **"Parent"** means any Person that Controls a Party.
- 28) **"Party"** means any one of U.S. Bank or Participating Agency, and **"Parties"** means U.S. Bank and Participating Agency.
- 29) **"Past Due Balance"** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Participating Agency and/or Cardholder after the Due Date specified on such Statement.
- 30) **"Person"** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
- 31) **"Local Agency Subscription Agreement"** means the Commercial Card Program Local Agency Subscription Agreement used by local governmental agencies to join the Commercial Card Program.
- 32) **"Purchase"** means a purchase of goods and/or services that is charged to an Account.
- 33) **"Statement"** means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
- 34) **"Summary Statement"** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
- 35) **"Transaction"** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Fees and payments.
- 36) **"Visa"** means Visa® USA, Inc., Visa International Service Association, Inc. and any other Visa entity identified in the Participating Addendum.

2. CREDIT PROVISIONS

- A. **Financial Information.** The establishment of a Commercial Card Program provides an extension of credit, and the State and each participating local governmental agency shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.

- 1) **State Agencies.** The State of California will be credit qualified as a single entity upon execution of the Participating Addendum. Individual state agencies will not be required to credit qualify on their own.
 - 2) **Local Governmental Agencies.** Each local governmental agency must individually credit qualify and submit a signed, properly completed Local Agency Subscription Agreement to U.S. Bank.
 - 3) **Financial Information for State and Local Governmental Agencies.** To become credit qualified, the State and each local governmental agency will provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards. U.S. Bank shall have the right to require the State or any local governmental agency to provide annual financial statements on or before one hundred eighty (180) days after the end of the fiscal year. The local governmental agency should provide this first set of financial statements with their signed, completed Local Agency Subscription Agreement. U.S. Bank will review the financial statements and provide notice to each local governmental agency of the approval or decline of their credit qualification. If satisfactory financial information can be found on a website, U.S. Bank will not require the State or local governmental agency to provide financial information that U.S. Bank can obtain on its own.
- B. Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.
- 1) **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to the Participating Agency of any decrease in the PCL. In the event a decrease in a PCL results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts, Participating Agency shall have 30 days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
 - 2) **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
 - a. **Participating Agency Accounts.** U.S. Bank shall provide notice to the Participating Agency of any decrease in an ACL. In the event a decrease in an ACL results in a revised ACL that is lower than the aggregate current amount outstanding on the Account, Participating Agency shall have 30 days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Participating Agency and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars (\$500.00).
 - c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
- 3. U.S. COMMERCIAL CARD PROGRAMS**
- A. Card Products.** U.S. Bank may provide the following Card Products to Participating Agency and its Cardholders.
- 1) **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Participating Agency. U.S. Bank also provides Central Purchase Accounts, which can be used for the same purpose, but without the issuance of a physical card.
 - 2) **U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability purchase card designed for use by Participating Agency or Cardholders to charge business related goods and services. Unless requested for a different duration, the Managed Spend Card has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for the same purpose, but without the issuance of a physical card.

Based on the credit worthiness of the Participating Agency, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).

- 3) **U.S. Bank Emergency Response Card.** The U.S. Bank Emergency Response Card is a corporate liability purchase card designed for use by Cardholders under unusual or special circumstances such as disaster relief/recovery efforts. Participating Agency provides the Emergency Response Card to Cardholders to charge goods and services against a Corporate billed account. Emergency Response Cards do not automatically deactivate. Cards are only cancelled with direction from a Participating Agency or upon termination of the Participating Agency's participation in the Commercial Card Program.
- B. Card and Account Issuance.** Participating Agency shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Participating Agency during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through Access Online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.
- 1) **Card Delivery.** U.S. Bank shall issue Cards and/or Accounts directly to Participating Agency's designated point of contact.
 - 2) **Creation of Cards by Participating Agency.** Participating Agency has the ability to create Cards on its own through the use of Access Online. Such Cards can be created with or without an individual's name embossed on the face of the Cards. Acceptance of Cards without a name embossed on the face of the Cards is at the discretion of Merchants.
- C. Billing and Payment.** Participating Agency or Cardholder shall pay the amount due on the Statement by the Due Date in accordance with Exhibit A, Section 1.K (Payment Terms).
- 1) **Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Participating Agency will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Participating Agency receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 - 2) **Billing Disputes.** U.S. Bank must receive written communication of a dispute within 60 days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes. Billing disputes must be communicated in writing to U.S. Bank through Access Online, at the address provided on the Statement, or in another format as specified by U.S. Bank.
 - 3) **Merchant Category Disclaimer.** Upon request by DGS and/or Participating Agency, U.S. Bank may either prevent or restrict usage of its Card Products to selected Merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
 - a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of DGS and/or Participating Agency.
 - b. **Incorrect Merchant Category Codes.** To the extent DGS and/or Participating Agency believes a Merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.
 - 4) **Trailing Transactions.** Upon cancellation of an Account, the Participating Agency and/or Cardholder must cancel the billing of all reoccurring Transactions to the Account.

D. Liability. Liability option for which Participating Agency has been approved is specified in Exhibit A, Section 1.C (Card Products and Liability).

- 1) **Corporate Liability.** Participating Agency is solely liable to U.S. Bank for all billed Transactions.
- 2) **Liability Exceptions.** Participating Agency may be liable for all billed Transactions, regardless of liability option specified in the Participating Addendum, in the following circumstances:
 - a. **Failure to Notify; Liability Exceptions.** Participating Agency shall immediately notify U.S. Bank of any of the following:
 - (i) Termination of employment of any Cardholder;
 - (ii) Any lost or stolen Card for which the Participating Agency has liability;
 - (iii) Any compromised Account for which the Participating Agency has liability; or
 - (iv) Any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.

Participating Agency shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Participating Agency to provide notification may result in Participating Agency's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in the Participating Addendum. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot charge back to the Merchant. In any event, regardless of the liability option chosen, Cardholder's liability will not exceed fifty U.S. Dollars (\$50.00).

E. Delinquency. If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Participating Agency and/or Cardholder by the Due Date, U.S. Bank shall have the following rights:

- 1) **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding ninety (90) days from the Billing Cycle close date. The 90 day period is made up of forty five (45) day payment terms on the contract, and another forty five (45) day grace period.
- 2) **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding one hundred eighty (180) days from the Billing Cycle close date, which is made up of the 45 day payment terms on the contract, and another 135 day grace period for collection efforts. If an Account remains unpaid for more than one hundred eighty (180) days after the Billing Cycle close date, U.S. Bank will also "charge off" the entire outstanding balance and deduct it from the Participating Agency's next quarterly rebate.
- 3) **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in Exhibit A, Section 1.L (Late Payment Penalties).

4. SECURITY AND CONFIDENTIALITY

- A. **Security.** U.S. Bank and the Participating Agency shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. **Confidentiality.** The U.S. Bank and the Participating Agency agree to the following provisions regarding the use and disclosure of Confidential Information:
 - 1) **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means information supplied by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") that is expressly protected from unrestricted use by persons not associated with Disclosing Party.

- a. **U.S. Bank Confidential Information.** U.S. Bank and Participating Agency agree that the Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Participating Agency agrees that Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Participating Agency to manage the Commercial Card Program and/or use such information in connection with Participating Agency's business. Notwithstanding the foregoing, such records may be subject to disclosure in accordance with the State of California or Participating Agency public records laws. Additionally, DGS may post certain materials on the DGS CAL-Card public website to the extent necessary to manage the Commercial Card program.
 - b. **Participating Agency Confidential Information.** U.S. Bank and Participating Agency agree that any non-public financial information of Participating Agency and any non-public data regarding Participating Agency Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Participating Agency and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program.
- 2) **Restriction.** Participating Agency and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program.
 - 3) **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
 - 4) **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Exhibit D, Section 4.B., without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
 - 5) **Exceptions.** With respect to Confidential Information, U.S. Bank and Participating Agency agree that the other may use and disclose such information for the following purposes:
 - a. **Normal Business Operations.** U.S. Bank and Participating Agency may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.
 - b. **Legal and Regulatory Requirements.** U.S. Bank and Participating Agency may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Participating Agency, respectively, or as otherwise may be required by law, rule or regulation.
 - c. **Summarized Data.** U.S. Bank and Participating Agency may use and disclose Data to any third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Participating Agency, and/or Cardholders.
 - d. **Archived Data.** U.S. Bank and Participating Agency are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
 - e. **Third Parties.** Participating Agency acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, Merchants, and Merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

5. TERMINATION (By Contractor)

- A. **Termination for Cause by U.S. Bank.** U.S. Bank has the right to send the Participating Agency a written notice specifying a default in the following sections (1)–(3) and providing the Participating Agency an opportunity to cure the breach within a period of time no less than 30 days ("Cure Period"). If the breach

is not cured within the Cure Period, then U.S. Bank has the right to terminate any Card Product and/or Ancillary Service provided to a Participating Agency, or terminate the Participating Agency's Subscription Agreement in its entirety, by written notice to the Participating Agency.

- 1) Dissolution or liquidation of the Participating Agency;
- 2) Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of the Participating Agency, or the Participating Agency enters into any other similar proceeding or arrangement for the general benefit of its creditors;
- 3) Material breach of any term or condition by Participating Agency.

B. Effect of Termination. Upon termination, all applicable Cards, Accounts, and/or related services shall be deemed canceled upon a stated termination date as referenced in the termination notification. Upon termination, Participating Agency shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers and U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Participating Agency shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date.

C. Surviving Rights. Rights, obligations and/or liabilities that arise prior to the termination of this Agreement or the Participating Agency's Subscription Agreement shall survive any such termination.

6. OTHER TERMS AND CONDITIONS

A. Intellectual Property. DGS, Participating Agency and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. DGS, Participating Agency and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.

B. No Third Party Beneficiaries or Claims. Any Commercial Card Program provided to Participating Agency by U.S. Bank is for the sole and exclusive benefit of Participating Agency and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.

C. Limitation of Liability. NEITHER PARTICIPATING AGENCY, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.

D. Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO PARTICIPATING AGENCY OR TO ANY OTHER PERSON OR THIRD PARTY, WITH RESPECT TO THE COMMERCIAL CARD PROGRAM PROVIDED BY U.S. BANK OR ITS REPRESENTATIVES OR WITH RESPECT TO SOFTWARE SERVICES PROVIDED OR MADE AVAILABLE TO PARTICIPATING AGENCY OR ANY OTHER PERSON FOR ITS USE BY U.S. BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE THEREUNDER.

E. Severability. Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

F. Non-Waiver. The failure of U.S. Bank or Participating Agency to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Participating Agency of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

Term	Definition
Large Ticket Transaction	A transaction which qualifies for an incentive interchange rate that is lower than the standard interchange provided on a card transaction. Transaction size to qualify will vary over time with interchange rate changes set by card networks. Large ticket interchange rates may require the merchant to provide additional enhanced data to qualify for the lower rate, however exceptions to this requirement can occur.
Local Governmental Agency	Pursuant to Public Contract Code §10298 and for purposes of this Participating Addendum, a "local governmental agency" is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Further, for purposes of this Participating Addendum, reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems.
Net Charge Volume	All charges set forth on the Statements furnished for all Accounts, less fees, Fraudulent Charges, chargebacks, and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each calendar quarter.
Participating Agency	A state agency or local governmental agency that has executed a properly completed Subscription Agreement and/or Local Agency Subscription Agreement and received required credit approval from the Contractor for participation in the State's CAL-Card Program under the Participating Addendum.
Quarterly Large Ticket Volume	Those Charges for each calendar quarter which the Association governing Customer's Card Program (Visa) has determined qualify for large ticket interchange rates and which are processed by such Association using large ticket interchange rates, less credits. All other Charges and all amounts related to Fees, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
Quarterly Volume Sales	All Charges set forth on the Billing Statements furnished for all Accounts, less Fees, Fraudulent Charges, chargebacks, and amounts Charged-off by Contractor with respect to such accounts as uncollectible for each calendar quarter.
State Agency	A State of California government agency, department, bureau, board, or commission.
State Contract Administrator	Individual designated by the Department of General Services as the single point of contact for the State of California CAL-Card Program and Participating Addendum.
Subscription Agreement	Supplement to the Participating Addendum, by qualified agencies, agreeing to all terms and conditions of the Participating Addendum.

EXHIBIT F – Glossary of Terms

1. INTRODUCTION

Terms used throughout this Participating Addendum are defined below. Additional terms may be defined within individual exhibits.

2. DEFINITIONS

Term	Definition
Access Online®	Contractor's system for card program management and reporting.
Account	Any account number assigned to a Participating Agency to which charges and payments may be posted.
Agency Program Administrator	The employee designated by Participating Agency to serve as the primary point of contact between Participating Agency and U.S. Bank and shall be responsible for the Participating Agency's CAL-Card program management and oversight. This includes contract terms, timely payment of invoices, the development and enforcement of agency policy, procedures, and training program. A Purchasing Officer or equivalent normally holds this position.
Billing Cycle	The period of time from which a Statement is generated until the next Statement is generated.
CAL-Card	The official registered service mark name for the State of California's Purchase Card Program.
Cardholder	An individual that is designated by the Agency Program Administrator to be a CAL-Card card recipient and make official government purchases.
Charge	Any transaction posted to an Account that has a debit value.
Charge-off	The entire amount due and owing to the Contractor by the Participating Agency that remains outstanding on an Account that was left unpaid for one hundred eighty (180) days after the Billing Cycle close date.
Client Held Days	"Client Held Days" means the sum of the daily balances for the calendar quarter divided by the total Net Charge Volume for the calendar quarter less fifteen (15) days and cannot be less than zero (0) days.
Client Held Days Payment Performance	The average speed of repayment of Charges made for each calendar quarter.
Foreign Transaction Fee	The fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
Fraudulent Charges	Charges which are not initiated, authorized, or otherwise requested by Participating Agency and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Participating Agency and/or a Cardholder.
Incentive Share	Actual monies paid to the State and/or each Participating Agency based on volume and speed of pay.

B. State Incentives (Incentive Share Component #4)

Incentive Share Component #4 will be paid annually to the DGS within 60 days following the last day of the calendar year. Incentive Share Component #4 will be paid via check to the DGS, unless the DGS requires another form of payment.

In the event that the Participating Addendum is terminated prior to the completion of any calendar year, payment for Incentive Share Component #4 shall be made to the DGS within 60 days following the last day of the calendar year for annual volume sales which occurred prior to the Participating Addendum termination date.

5. INCENTIVE SHARE COMPONENT ADJUSTMENT (INTERCHANGE)

In the event the Visa U.S.A. Corporate and Purchasing Interchange Reimbursement Fees, including the Visa Large Purchase Advantage Fee Program, decrease or increase by five percent (5%) or more from the April 2014 published interchange rates, Contractor will have the right (but not obligation) to replace the current Revenue Sharing Opportunity with a new Revenue Sharing Opportunity proportionate to the change of the revised interchange rates. Contractor will provide written justification to the State Contract Administrator and propose a proportional change to the rebate, with proof of the change to the referenced interchange tables. The revenue sharing component will not change during the first year of the Participating Addendum.

6. CARD FEES

Applicable purchase card fees include:

Fee Description	Charge
1. Annual Card Fee	\$0.00
2. Non-Sufficient Funds Fee , per occurrence	\$0.00
3. Logo Embossing Fee (A two-week delay may occur with Card issuance and implementation)	\$0.00
4. Delinquency/Late Fee ^{1/} (Local Governmental Agencies only) <ul style="list-style-type: none"> • Not Paid by Due Date on entire past due amount • Not Paid by each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee 	1.0% 2.5% \$2.00
5. Foreign Transaction Fee , per occurrence (Fee applies to transactions taking place outside the United States not in U.S. Dollars.)	2.5%

^{1/} Delinquency/Late fees are only applicable for local governmental agencies as described in Exhibit A, Section 1.L (Late Payment Penalties).

The following formula will be used to determine the Large Ticket Volume Incentive for each Participating Agency:

Large Ticket Volume Incentive Calculation			
Quarterly Large Ticket Volume <i>(for individual participating agency)</i>	x	.0075 <i>(75 bps)</i>	= Quarterly Large Ticket Volume Incentive

D. Incentive Share Component #4 – Annual Volume Sales Incentive

An Annual Volume Sales Incentive will be given to the State. The Annual Volume Sales Incentive is based on a tier rate (determined from the combined annual sales volume for all WSCA-NASPO Participating States) applied to the State’s annual sales volume.

The following formula will be used to determine the Annual Volume Sales Incentive for the State:

Annual Volume Sales Incentive Calculation			
State Annual Sales Volume <i>(all Participating Agencies)</i>	x	Applicable tier rate	= State Annual Sales Volume Incentive

Tier	Annual Overall WSCA-NASPO Participating States’ Volume	Tier Rate
1	\$500,000,000 - \$2,000,000,000	.0045 (45 bps)
2	\$2,000,000,001 - \$3,000,000,000	.0045 (45 bps)
3	\$3,000,000,001 - \$4,000,000,000	.0045 (45 bps)
4	\$4,000,000,000 +	.0045 (45 bps)

4. INCENTIVE SHARE PAYMENT SCHEDULE AND TERMS

A. Participating Agency Incentives (Incentive Share Components #1-3)

- 1) Incentive Share Components #1-3 (Volume Sales Incentive, Prompt Payment Incentive and Large Ticket Transaction Incentive) will be paid quarterly to the Participating Agency within 60 days following the last day of each calendar quarter.
 - Quarter 1: January 1 - March 31
 - Quarter 2: April 1 - June 30
 - Quarter 3: July 1 - September 30
 - Quarter 4: October 1 - December 31
- 2) Incentive Share Components #1-3 will be paid via check to each Participating Agency, unless the Participating Agency requires another form of payment.
- 3) Any Participating Agency that does not earn a minimum of \$75.00 for combined Incentive Share Components #1-3 per calendar quarter will forfeit its incentive share for that quarter.
- 4) In the event that the Participating Agency’s subscription agreement is terminated prior to the completion of any quarter (3 calendar months), payment for Incentive Share Components #1-3 shall be made to the Participating Agency within 60 days following the last day of the quarter in which the termination occurred for any incentive share earned prior to the termination date.
- 5) Payment made for Incentive Share Components #1-3 will be net of accumulated Charge-offs. "Charge-off" means the entire amount due and owing to the Contractor by the Participating Agency that remains outstanding on an Account that was left unpaid for one hundred eighty (180) days after the Billing Cycle close date.
- 6) Any Charge-offs in excess of the net Incentive Share Components #1-3 from one (1) calendar quarter will be subtracted from one (1) or more of the following calendar quarters.

EXHIBIT E – Incentives and Fees

1. INTRODUCTION

This exhibit identifies the incentive share (rebates) and fees applicable under this Participating Addendum.

2. COMMENCEMENT OF THE NEW REVENUE SHARE OPPORTUNITY

The first revenue share payment pursuant to this Participating Addendum, if any is earned, shall be made within 60 days after the end of the first Agreement Quarter. The first Agreement Quarter is defined as the first full Calendar Quarter which consists of the three month calendar period beginning in January, April, July or October following the Effective Date of the Participating Addendum.

3. INCENTIVE SHARE (REBATES)

The Contractor will provide a Volume Sales Incentive, Prompt Payment Incentive, and Large Ticket Volume Incentive (Incentive Share Components #1-3) to Participating Agencies on a quarterly (3 calendar months) basis. The Contractor will provide an Annual Volume Sales Incentive (Incentive Component #4) to the State on an annual (calendar year) basis.

A. Incentive Share Component #1 – Volume Sales Incentive

A Volume Sales Incentive will be given to each Participating Agency. The Volume Sales Incentive is based on the total volume sales less qualifying large ticket volume sales for the individual Participating Agency for each quarter (3 calendar months).

The following formula will be used to determine the Volume Sales Incentive for each Participating Agency:

Volume Sales Incentive Calculation			
Quarterly Volume Sales – Quarterly Large Ticket Volume <i>(for individual participating agency)</i>	x	.0130 <i>(130 bps)</i>	= Participating Agency Quarterly Volume Sales Incentive

B. Incentive Share Component #2 – Prompt Payment Incentive

A Prompt Payment Incentive will be given to each Participating Agency. The Prompt Payment Incentive calculation is designed to provide an incentive to each Entity, when Client Held Days is less than forty-five (45) days. Client Held Days cannot be less than zero (0). Client Held Days means the sum of the daily balances for the quarter divided by the total Net Charge Volume for the quarter less 15 days. The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Participating Agency for each quarter (3 calendar months).

The following formula will be used to determine the Prompt Payment Incentive for each Participating Agency:

Prompt Payment Incentive Calculation				
$\frac{(45 - \text{Client Held Days})}{45}$	x	.0045 <i>(45 bps)</i>	x Quarterly Volume Sales <i>(for individual participating agency)</i>	= Participating Agency Quarterly Prompt Payment Incentive

C. Incentive Share Component #3 – Large Ticket Volume Incentive

A Large Ticket Volume Incentive will be given to each Participating Agency. The Large Ticket Volume Incentive is based on the qualifying large ticket volume sales for the individual Participating Agency for each quarter (3 calendar months). Qualifying large ticket transactions will be subject to the Prompt Payment Incentive.

- G. Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- H. Foreign Transactions.** If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit transaction may not be in the same amount as the original debit transaction.
- I. USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Participating Agency and Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Participating Agency and Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Participating Agency and Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.
- J. Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Participating Agency are subject to the following additional agreements and/or regulations:
- 1) **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the “NACHA Rules”);
 - 2) **Association Operating Regulations.** Visa Association operating rules and regulations, including Visa USA and Visa International; and
 - 3) **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement. The Participating Addendum terms and conditions shall prevail and govern in the case of a conflict between the Cardholder Agreement and the Participating Addendum.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: West Mojave Route Network Project and Final Supplemental Environmental Impact Statement (FSEIS).

DEPARTMENTAL RECOMMENDATION:

- Receive a review by planning staff on the comments previously submitted by the County and how they relate to FSEIS; and,
- Provide direction to staff regarding submitting a 'Protest'. Staff is not recommending that the County submit a protest as the BLM has incorporated the County's suggestions regarding specific routes.

SUMMARY DISCUSSION: The West Mojave Route Network Project (WMRNP)¹ is a supplement to the 2006 West Mojave Plan (WEMO), which updated the 1980 California Desert Conservation Area (CDCA) Plan. The CDCA Plan addressed public-land resources and resources use within 25-million acres of land in southern California. A lawsuit was filed challenging the 2006 Western Mojave Record of Decision route designation process, and in 2011, a court order directed the Bureau of Land Management (BLM) to amend the CDCA Plan and reconsider route designation throughout the WEMO area. The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert and addresses inconsistencies in the language between the CDCA and the West Mojave Plan.

The WMRNP Supplemental Environmental Impact Statement (EIS) forms the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The BLM designated over 15,000 miles of existing roads in San Bernardino, Riverside, Kern, and Inyo Counties as open or closed to off-highway travel, or limited to specific types of travel, including motorized, non-motorized, non-mechanized and trans-linear disturbance. The decision resulted in management strategies that include the installation of barriers and signs, rehabilitation of closed routes, realignment of routes or other actions.

The BLM released the Proposed WMRNP/FSEIS on April 26, 2019. It was prepared in consultation with various government agencies and organizations, taking into account public comments received during the planning effort. The WMRNP also includes implementation-level decisions, including designation of a route network and associated travel management plans. The County submitted comments on all iterations of this planning effort, the most recent being June of 2018

A new Alternative, the Proposed Action Alternative was added to the FSEIS. This new alternative, Alternative 5, represents the agency's preferred Alternative. It considers a revised Alternative 4 route network with the recommendations of cooperating agencies, the public, and BLM specialists. The BLM

¹ For more information regarding the WMRNP, please see the BLM website at: www.blm.gov/wmrnp

believes that the new Alternative 5 reflects the best combination of decisions to achieve the planning goals and policies; meets the purpose and need; and, addresses the key planning issues.

The County provided comments on the DEIS in June of 2018 (attachment). These comments included: 1) the Boards support of Alternatives #3 and #4; 2) a request for expedited permitting language in the Plan; 3) support for future changes to specific routes be handled administratively and not require Plan Amendments; and, 4) recommendations for specific routes (maps attached).

The BLM included in their responses to comments that they produced the new Alternative #5 to address the comments provided on the Draft. Also included in the responses to the County's comments are:

1. Submitting an Alternative preference has been noted by the BLM, but it is not a route specific comment and based on the need to balance access and resource protection, it is not possible or appropriate to designate all routes that enhance access or recreation as motorized/open.
2. Expedited permitting is outside of the scope of the West Mojave Route Network Project.
3. Most changes to specific routes and Plan implementation would require a NEPA analysis, but not a Plan Amendment. Amendments will be required for more holistic changes and for areas not already in the Plan area that may be proposed for addition.
4. Route ID #94962 is changed to motorized in Alternative #5
Route ID #159 is changed to motorized in Alternative #5
Route ID #55823 is changed to motorized in Alternative #5
Route ID #97015 is changed to motorized in Alternative #5

Overall, the BLM's new Alternative #5 includes all of the County's route change suggestions and has a slightly higher mileage total for motorized routes (6,247-miles) than the previous preferred Alternative #4 (5,955-miles) and the No Action Alternative #1 existing (5,677-miles). Due to the attention to the County's comments and concerns that the BLM has paid, staff is not recommending the submittal of a 'Protest'.

OTHER AGENCY INVOLVEMENT: BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may decide that a protest is in order and direct staff to prepare and submit one.

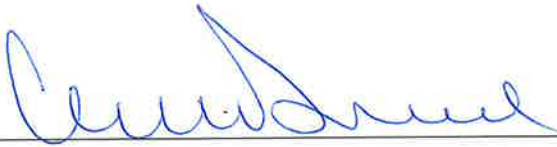
FINANCING: General funds are utilized to monitor State and Federal planning efforts.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/10/19

Attachments:

Previous Correspondence
Maps



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



June 13, 2018

Bureau of Land Management
California Desert District
Attention: WMRNP Plan Amendment
22835 Calle San Juan de Los Lagos
Moreno Valley, California 92553

SUBJECT: West Mojave Route Network Project and Draft Supplemental Environmental Impact Statement

Bureau of Land Management:

On behalf of the Inyo County Board of Supervisors, I would like to express our appreciation for the opportunity to comment on the West Mojave Route Network Project (WNRNP) and Draft Supplemental Environmental Impact Statement (DSEIS). The County has been an active participant in the WNRNP process and has provided comments throughout.

The Board of Supervisors is in support of both Alternative 3 and the Preferred Alternative 4, with several suggestions. These include:

- We would like to see the BLM add language regarding implementation that expedites permitting procedures for the various landuse activities on its lands. This includes but is not limited to grazing, mining and right-of-way access to inholdings and private property accessed via BLM land.
- Also as a matter of implementation, the County supports the BLM having the ability to make changes to the plan, especially with regard to specific routes and possible mapping errors or incorrect designation assignments, administratively and not requiring Plan Amendments.
- We strongly suggest that the BLM focus on not isolating route segments by cutting them off with non-motorized or translinear disturbance designations. Concerns related to particular routes include:
 - ID #94962: changing this route to Non-mechanized from Motorized results in the isolation of route #1122.
 - ID #159: changing this route to Translinear Disturbance from Motorized results in the loss of the easiest and most frequently used route to a County gravel pit located at the Stockwell mine and would end up causing gravel trucks to take longer routes to access the pits.

- ID #55823 and #46569 changing these routes to Translinear Disturbance from Motorized results in isolating other motorized routes located to the north and east of #55823 and west of #46569.
- ID #97015 changing this short route section to Translinear Disturbance from Motorized results in a break in a longer motorized route.

Once again, I would like to take the opportunity to thank the BLM for the opportunity to comment on the West Mojave Route Network Project and Draft Supplemental Environmental Impact Statement.

Respectfully,



Dan Totheroh,
Chairperson, Inyo County Board of Supervisors

cc: Inyo County Board of Supervisors
Office of U.S. Senator Dianne Feinstein
Office of U.S. Representative Paul Cook
District Manager, California Desert District, U.S. Bureau of Land Management
Field Manager, Bakersfield Field Office, U.S. Bureau of Land Management
Field Manager, Bishop Field Office, U.S. Bureau of Land Management


NORTH SEARLES SUBREGION

Routes Changed From Motorized In Alternative 4

Alternative 4 Designations

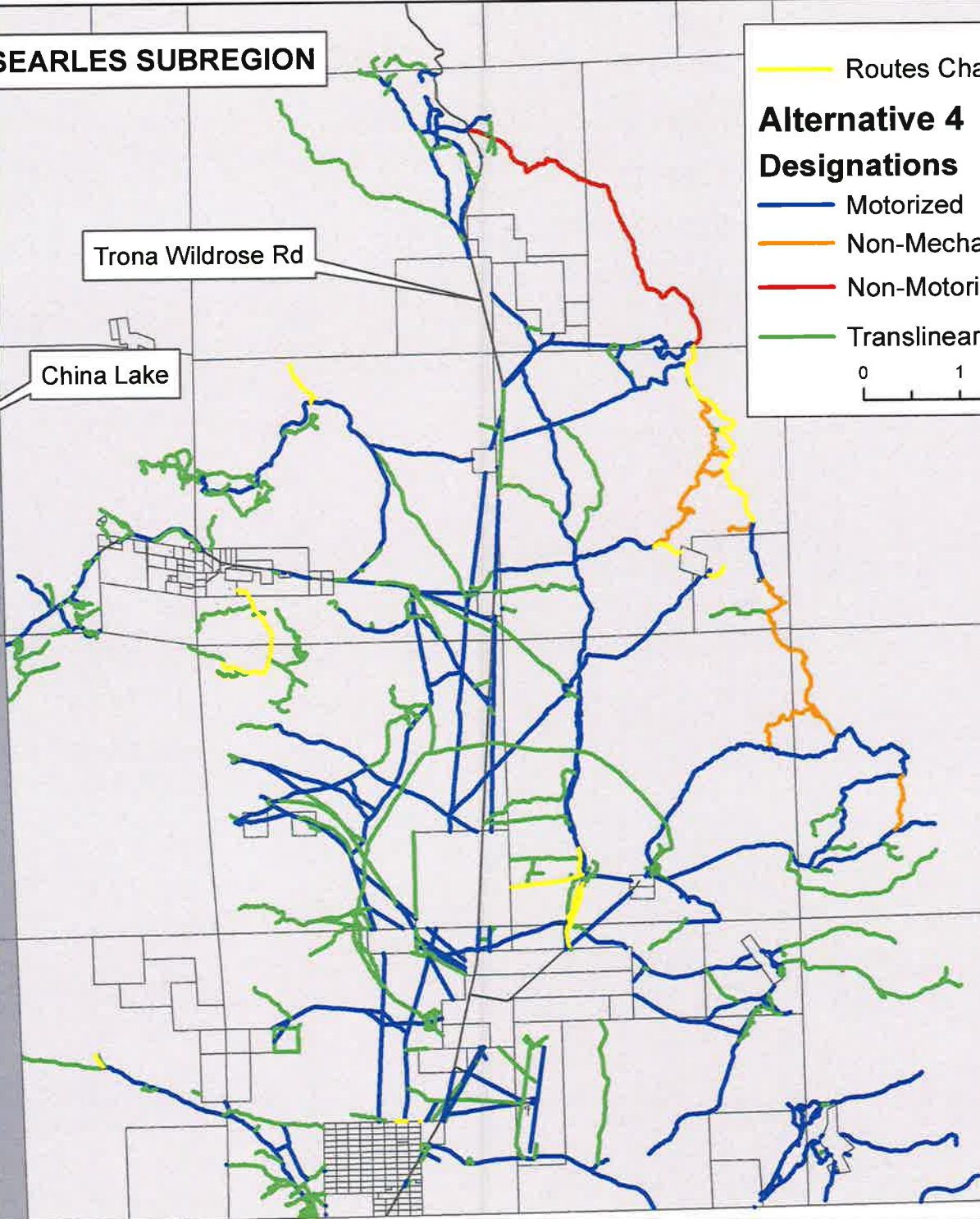
- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

0 1 2 4 Miles



Trona Wildrose Rd

China Lake




NORTH SEARLES SUBREGION

— Routes Changed From Motorized In Alternative 4

Alternative 4 Designations

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

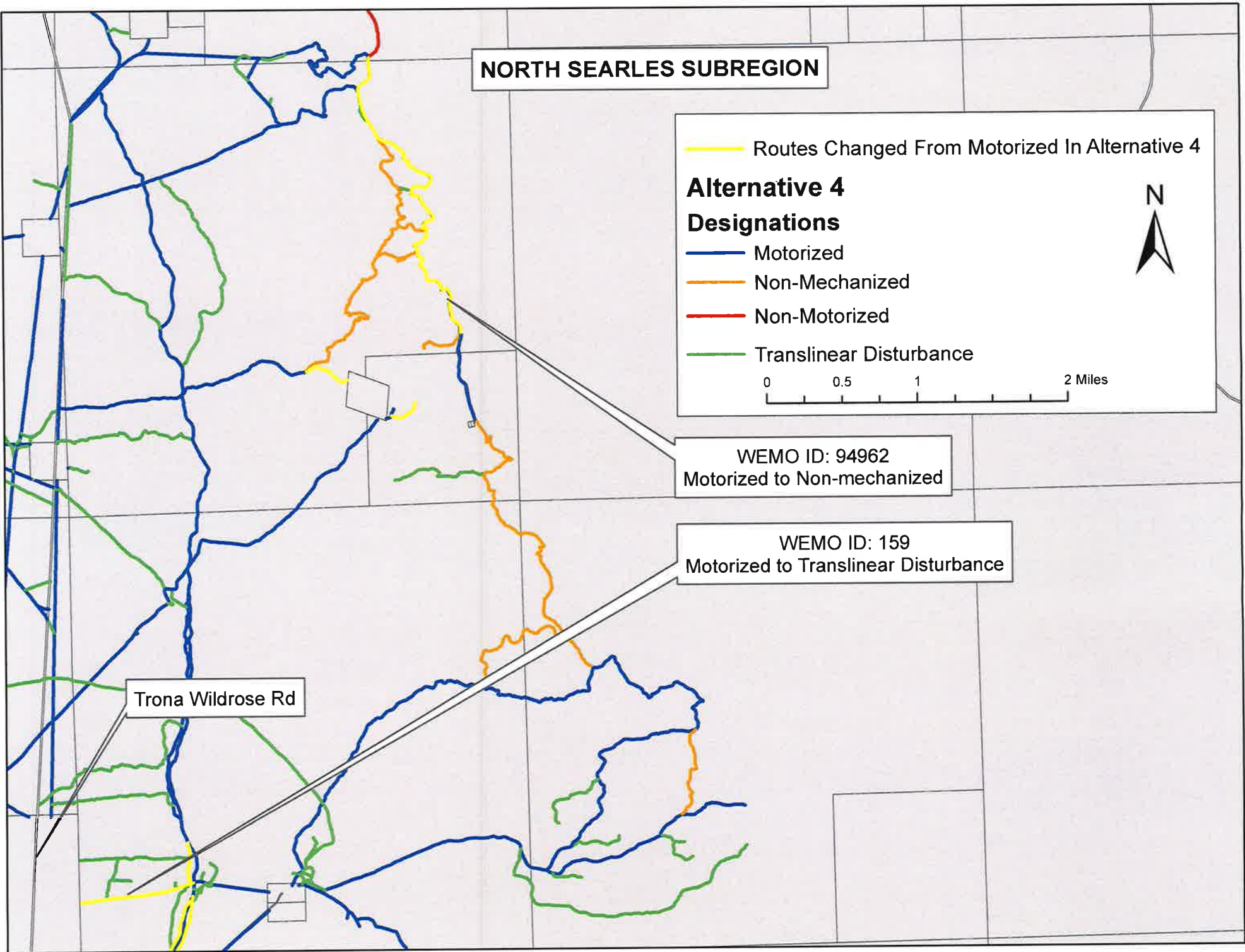
0 0.5 1 2 Miles



WEMO ID: 94962
Motorized to Non-mechanized

WEMO ID: 159
Motorized to Translinear Disturbance

Trona Wildrose Rd







SIERRA SUBREGION

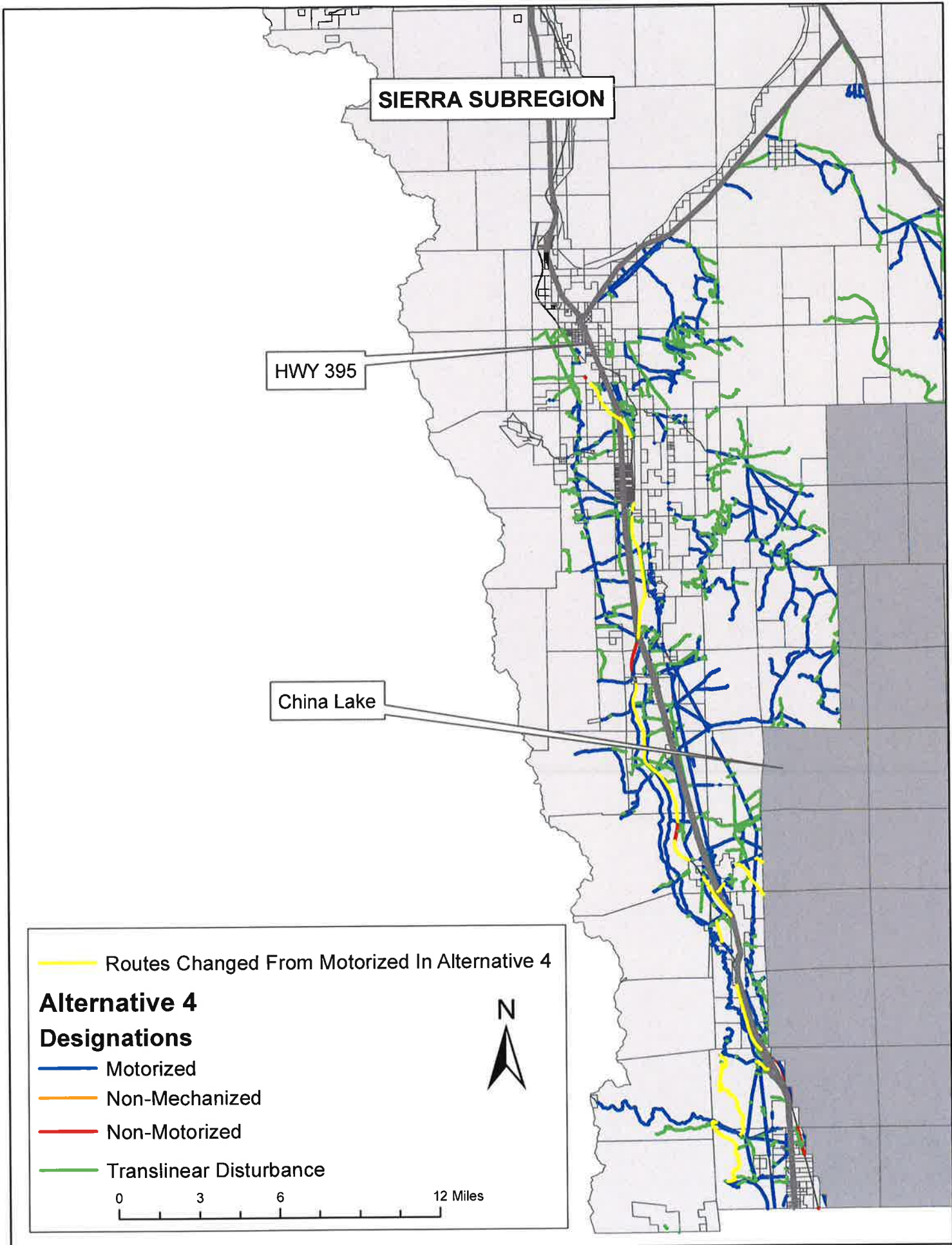
HWY 395

China Lake

Routes Changed From Motorized In Alternative 4

**Alternative 4
Designations**

-  Motorized
-  Non-Mechanized
-  Non-Motorized
-  Translinear Disturbance



SIERRA SUBREGION

Routes Changed From Motorized In Alternative 4

**Alternative 4
Designations**

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance



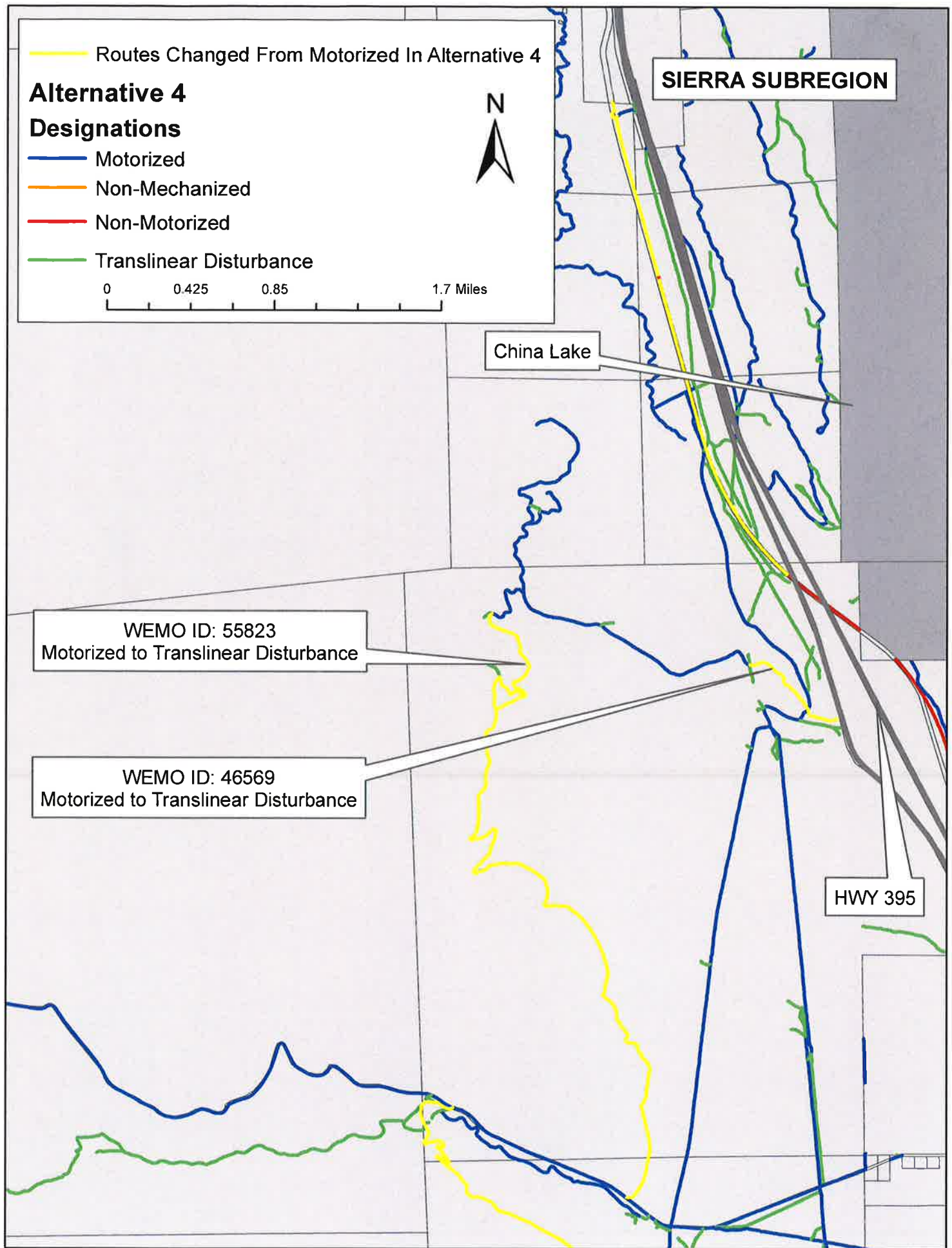
0 0.425 0.85 1.7 Miles

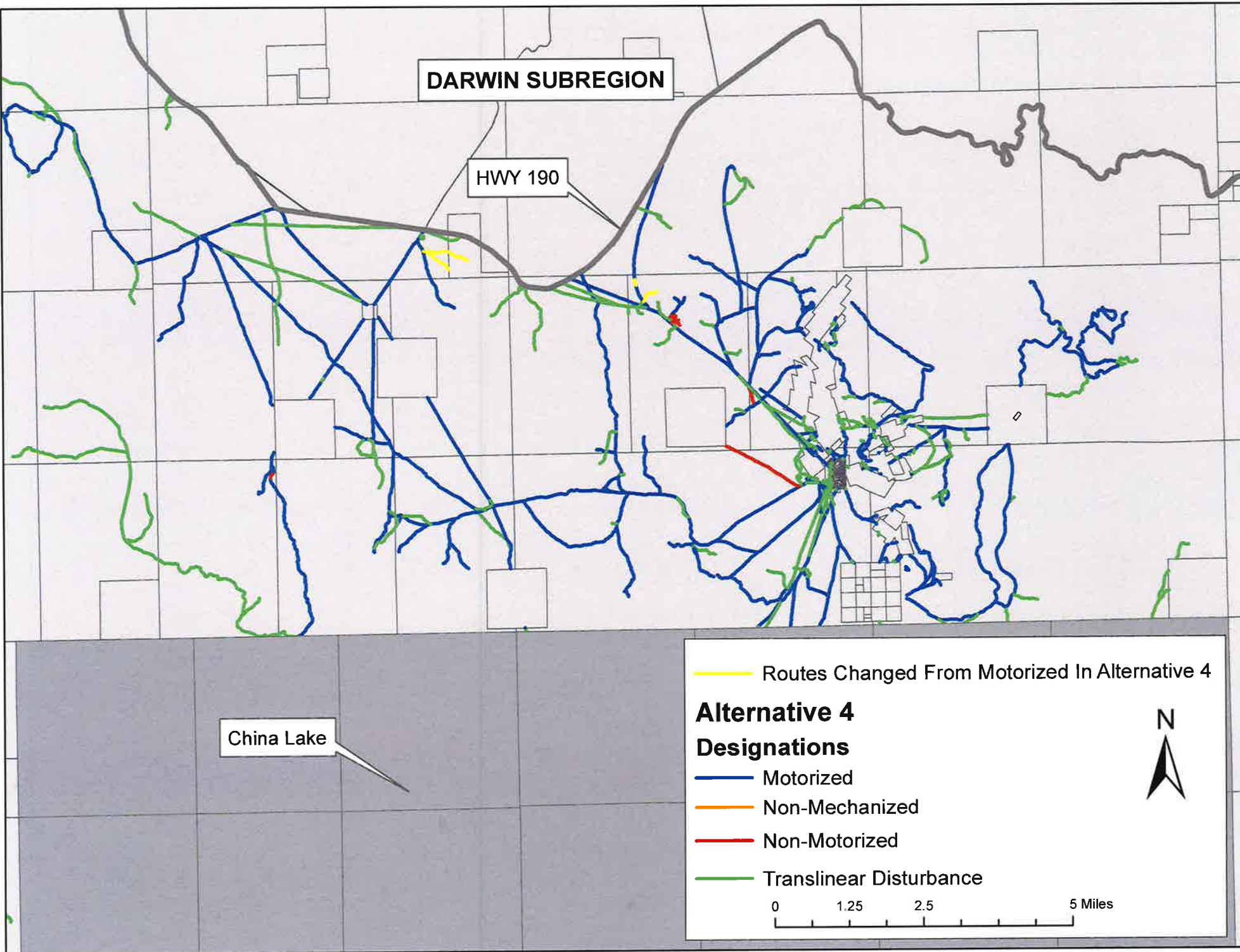
China Lake

WEMO ID: 55823
Motorized to Translinear Disturbance

WEMO ID: 46569
Motorized to Translinear Disturbance

HWY 395





Routes Changed From Motorized In Alternative 4

Alternative 4 Designations

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

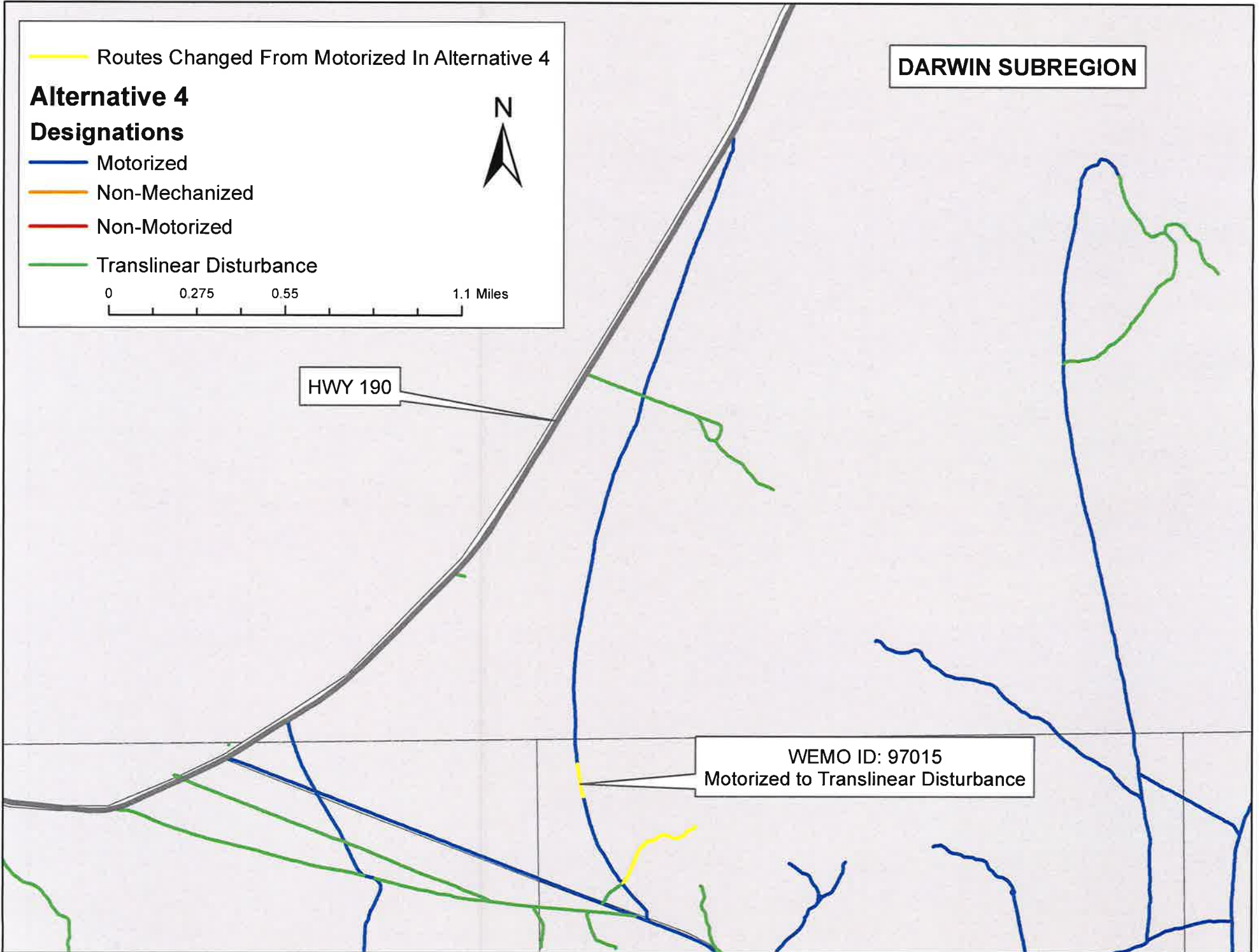
0 0.275 0.55 1.1 Miles



DARWIN SUBREGION

HWY 190

WEMO ID: 97015
Motorized to Translinear Disturbance





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Risk Management

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Adoption of County Drones Policy

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the attached Inyo County Drone Policy.

SUMMARY DISCUSSION:

Certain County departments would like the opportunity to improve service to residents and visitors by incorporating safe use of unmanned aircraft systems (drones) into their service processes. The proposed Inyo County Drones Policy will reduce potential legal exposures related to drone use by setting standards for County drone operations. The policy does not address recreational drone activities in public use areas.

ALTERNATIVES:

Your Board could choose not to adopt the attached Drone Policy. This is not recommended, as it leaves the County more exposed to complaints/claims of personal physical injuries, privacy violations, property damage, interference with other County functions, and/or otherwise unwelcome air traffic.


OTHER AGENCY INVOLVEMENT:

All departments who potentially may use drones in their work have been consulted with and given the opportunity to comment on and edit the Drone Policy. These departments include County Administration, Planning, Public Works, Sheriff, Parks and Recreation, Agricultural Commissioner, and Museums / Tourism.

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/30/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date:

5/8/19

RESOLUTION NO. 19- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, ESTABLISHING A POLICY FOR UNMANNED AIRCRAFT
SYSTEMS (DRONES) USAGE BY COUNTY OFFICERS AND EMPLOYEES**

WHEREAS, the Board of Supervisors of the County of Inyo is dedicated to embracing technologies that help improve its services while protecting the privacy and safety of its residents.

WHEREAS, the Board of Supervisors of the County of Inyo believes that the use of unmanned aircraft systems (drones) in the public interest is expected to benefit residents and visitors to the County through the more efficient use of County resources.

WHEREAS, given the increasing prevalence of drones, it has become necessary to adopt County-wide and department-specific policies governing the use of drones by County officers and employees.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Inyo adopts the following Drone Policy.

INYO COUNTY DRONE POLICY

APPLICABILITY

This Drone Policy (“Policy”) is intended to guide officers and employees of County departments. This Policy applies to all to departments whose employees use drones in the course of their employment, including boards, commissions, and volunteers. Elected officials, employees, consultants, volunteers, and vendors while working on behalf of the County are required to comply with this Policy.

DEPARTMENTAL AUTHORIZATION

Each participating department, all of which are enumerated below, must adopt a policy that reflects the requirements contained in this Drone Policy. Departments may add requirements to their drone policies, but may not remove any requirement in this document, or use drones for any reason outside the “authorized uses” identified below for each department.

The departmental drone policy must be reviewed and signed by all drone operators in participating departments, and any individuals with access to drone data that may contain Personal Identifiable Information. Engaging in the unauthorized use of drones or activities that are inconsistent with this Policy may subject an officer or employee to discipline, up to and including termination of employment or removal from office, as well as to applicable monetary fines and penalties. Nothing in this Policy shall modify or reduce any due process rights provided pursuant to the officer or employee’s collective bargaining agreement.

The authorized use of drones is limited to the following departments and following authorized uses:

Department	Authorized Use
Planning	<p>Project Management: Inspection of project sites for contract, permit, and environmental compliance</p> <p>Emergency Response: Rapid response to emergencies on County land, including law enforcement and fire reconnaissance</p> <p>Enforcement: Inspection of property for compliance with the Inyo County Code, state / federal law, and other applicable codes and regulations</p> <p>Inspections: Surveys and assessments of County properties and assets</p> <p>Disaster Response: Aerial review of areas affected by disasters or emergencies</p> <p>State Mining and Reclamation Act Compliance: Aerial review of areas subject to the State Mining and Reclamation Act</p>
Public Works	<p>Construction Management: Inspection of project sites for contract, permit, and environmental compliance</p> <p>Emergency Response: Rapid response to emergencies on County land, including law enforcement and fire reconnaissance</p> <p>Enforcement: Inspection of property for compliance with the Inyo County Code, state / federal law, and other applicable codes and regulations</p> <p>Inspections: Surveys and assessments of County properties and assets</p> <p>Disaster Response: Aerial review of areas affected by disasters or emergencies</p>
Sheriff	<p>Search & Rescue: Reconnaissance and assist during an emergency, both for water and land operations</p> <p>Emergency Response: Rapid response to emergencies on County land, including law enforcement and fire reconnaissance</p> <p>Surveillance: Monitoring of individuals and property, only as permitted by law or ordered by a court of competent jurisdiction</p> <p>Enforcement: Inspection of property for compliance with the Inyo County Code, state / federal law, and other applicable codes and regulations</p> <p>Inspections: Surveys and assessments of County properties and assets</p> <p>Disaster Response: Aerial review of areas affected by disasters or emergencies</p>
Parks and Recreation	<p>Construction Management: Inspection of project sites for contract, permit, and environmental compliance</p> <p>Enforcement: Inspection of property for compliance with the Inyo County Code, state / federal law, and other applicable codes and</p>

	regulations
Agricultural Commissioner	<p>Pest Control: Conducting pest control operations in compliance with state law</p> <p>Environmental Monitoring & Documentation: Assessment of vegetation type and health, wildlife, and streams/reservoirs; pest or insect abatement</p> <p>Inspections: Surveys and assessments of County properties and assets</p> <p>Disaster Response: Aerial review of areas affected by disasters or emergencies</p> <p>Enforcement: Inspection of property for compliance with the Inyo County Code, state / federal law, and other applicable codes and regulations</p>
Museums / Tourism	Marketing: Capture video and still photographs

If any department that is not included in the chart above wishes to use drones when carrying out its work, the Department Head must request that the Board amend this Drone Policy to include that department.

COUNTY REQUIREMENTS CONCERNING THE OPERATION OF DRONES

The privacy and safety of County residents, businesses, and visitors are the top priorities of this Policy. Department policies must be consistent with this Policy and must comply with all County, State, and Federal laws and regulations, and with all state and federal Constitutional guarantees. To review Federal Aviation Authority (FAA) requirements for the registration and use of drones by the County, please refer to: <https://www.faa.gov/uas/>. County requirements for the operation of drones are as follows:

- Each County drone must have a global positioning system. The software and/or firmware used to operate the drone must be up to date and maintained.
- Drones must be operated in a safe manner. County drones should not be operated in a way that causes personal injury or property damage. Drones may not have features (e.g., lights, coloring) or be used in a way that distracts drivers or other aircraft. Drones that lose GPS signals should be set to hover in place. Additionally, drones that lose signals to their remote operator or when low power is detected should be set to return to home/origin.
- Drone operators must obtain remote pilot certifications from the FAA and must comply with all other FAA requirements and any Certificate of Authority that the County may obtain.
- Departments are required to hire out drone operation to a licensed and qualified third-party contractor when the department head determines that the necessary drone operation

exceeds the skill of any licensed County pilots or the technical abilities of County-owned drones.

- Drones may not be used within five miles of an airport or in any FAA no-fly zone unless approved by the appropriate authority. County drone operations must comply with FAA rules.
- Departments must restrict access to any drone footage that contains personal identifiable information to authorized staff. The County may not disclose drone footage that contains personal identifiable information to the public except for exigent public safety needs or as required by law.
- Departments shall maintain drone footage for the period required by any applicable record retention policies or statutes and destroy drone footage at the time required by any applicable record retention policies or statutes.

No department may adopt a drone policy that is inconsistent with any of the above-listed requirements. If any department has already adopted a policy governing drone usage, the Department Head shall promptly review that policy to ensure that it is consistent with the above requirements.

PASSES AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Richard Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:
Clint Quitler
Clerk of the Board

By: _____
Darcy Ellis



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
25

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

FROM: Risk Management

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Request the Board adopt the attached resolution which expands workers' compensation to out-of-state and off-duty peace officers.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board adopt the attached resolution

SUMMARY DISCUSSION:

Injuries to employees sustained while off duty are typically exempt from workers' compensation coverage; however, injuries to California peace officers sustained while engaging in peace officer activities (such as protecting life and property) in California are already covered by California workers' compensation. Assembly Bill 1749 created the opportunity for your Board to elect cover off-duty Inyo County Sheriff Deputies engaging in peace officer activities while out of state. This election cannot be retroactive.

ALTERNATIVES:

The Board could choose not to adopt this resolution. This is not recommended in light of events such as the Las Vegas Harvest Festival massacre during which off-duty California peace officers were injured or died while performing lifesaving activities at great risk to themselves while in Nevada.

OTHER AGENCY INVOLVEMENT:

Sherrif Jeff Hollowell was consulted and agreed. County Counsel drafted the resolution.

FINANCING:

Extending coverage as specified does not increase the cost of insurance; however, future claims could impact the County's experience modification factor and thereby increase in the cost of workers' compensation coverage over time.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <i>[Signature]</i> Date <i>05/21/19</i>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>X</i> <i>N/A</i>

	Approved: <u>N/A</u> X Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: <u>N/A</u> X Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5/8/19

RESOLUTION NO 2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, EXPANDING WORKERS' COMPENSATION COVERAGE PURSUANT TO AB 1749 FOR SHERIFF DEPARTMENT PEACE OFFICERS WHO ARE INJURED WHILE OFF DUTY IN CERTAIN CIRCUMSTANCES

WHEREAS, Assembly Bill 1749 ("AB 1749") was proposed during the 2018/2019 California legislative session as a response to the denial of workers' compensation claims that were filed by California peace officers who were injured during the Las Vegas Route 91 Harvest Festival shooting, and was signed into law effective January 1, 2019; and

WHEREAS, California Labor Code Section 3600.2(b), created by AB 1749, provides that the County may decide whether to accept a workers' compensation claim filed by a peace officer who, while out-of-state, is injured while engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace; and

WHEREAS, the County desires to expand workers' compensation coverage as permitted by AB 1749.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors:

Effective upon the date of adoption of this Resolution, any County sheriff, undersheriff, or deputy sheriff who is injured while off-duty and out-of-state while engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, shall be afforded workers' compensation benefits. It is the intent of this resolution to specifically exclude psychiatric injuries. To be covered under this resolution, the sheriff, undersheriff, or deputy sheriff must not be under suspension, and must have performed the qualifying actions in compliance with law enforcement standards applicable to Inyo County Sheriff Department peace officers.

PASSED AND ADOPTED this ___ day of May, 2019, by the following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Risk Management

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Adoption of Resolution to Cover Volunteers under Workers' Compensation

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the attached resolution.

SUMMARY DISCUSSION:

In the past, the County has provided a separate, limited, excess accident medical insurance for about 100-200 volunteers per year serving our community under the direction of the County. We have never had an accident claim related to volunteer services, and an increase in frequency is not anticipated. However, you have an opportunity to extend better care and benefits to our volunteers in the event of an injury while decreasing or eliminating costs related to maintaining a separate volunteer insurance policy and claims process. Workers' compensation ensures expeditious medically necessary care and treatment with an existing and highly regulated structure and process. The attached resolution would extend these workers' compensation benefits to our volunteers.

ALTERNATIVES:


Your Board could choose not to adopt the attached resolution. In support of our volunteers and in an effort to encourage volunteer participation in County services, not adopting the resolution is not recommended.

OTHER AGENCY INVOLVEMENT:

Though many departments utilize or seek volunteers, the insurance and claims process is fully within the domain of the CAO and his Risk Manager.

FINANCING:

N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date 5-17-2019
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____



5/18/19

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING SPECIFIC VOLUNTEERS TO BE EMPLOYEES FOR THE PURPOSE OF WORKERS' COMPENSATION AND INSURANCE LAW

WHEREAS, the County of Inyo recognizes the need for and the benefit derived from individuals and groups providing volunteer services to the County and the community it serves; and

WHEREAS, California Labor Code sections 3363.5 and 3351.5 amend the Workers' Compensation and Insurance Law to permit public agencies to elect to cover all or certain designated volunteers as employees by declaring that such volunteers are employees for purposes of the Workers' Compensation and Insurance Law.

WHEREAS, the County of Inyo desires to provide Workers' Compensation coverage for certain individuals in their capacity as volunteers to the County.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby declares the following to be employees for the purpose of the Workers' Compensation and Insurance Law in the event that such volunteer sustains an injury while engaged in services of the County under the direction and control of the County, effective July 1, 2019: non-disaster service worker official individuals in their capacity as volunteers to the County while they are performing unpaid services for the County in accordance with County regulations and policies, provided all the following apply:

1. The County has control and direct supervisory responsibility over the manner and results of the services rendered; and
2. The volunteer receives no remuneration for such services other than meals, transportation, or reimbursement for incidental expenses; and
3. The volunteer does not belong to any of the following categories:
 - a. An individual receiving a per diem travel allowance
 - b. An individual sponsored by an outside agency that provides services through that sponsoring agency (Example: Red Cross volunteers)
 - c. A guest of Inyo County (Example: Casual visitors)
 - d. An individual acting as a registered Disaster Service Worker volunteer, including Search and Rescue volunteer personnel (OES DSWVP may provide workers' compensation to these persons)
4. The volunteer's application is approved by the Department Head and on file with the County Risk Manager.

PASSED AND ADOPTED on this _____ day of _____, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Clint G. Quilter, Clerk of the Board, County Administrator

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Request to Rename Shoshone Airport

DEPARTMENTAL RECOMMENDATION: Request Board consider the request received from Mr. Charles Sorrells, in accordance with County policy, to rename the Shoshone Airport the "Shoshone Maury Sorrells Airport" in honor of the late, former County Supervisor (*4/5ths vote required*).

SUMMARY DISCUSSION:

Charles Sorrells, a resident of British Columbia and Shoshone, CA, has submitted a request for the Board of Supervisors to rename the Shoshone Airport the "Shoshone Maury Sorrells Airport" in honor of his long service to Shoshone, Inyo County, and the State of California. Maury Sorrells was a five-term Inyo County Supervisor, first elected in 1944, and was also one of the founding members of the Death Valley '49ers. He died tragically in his private plane on July 31, 1965 in an accident at the Shoshone Airport.

Maury's son, Charles Sorrells, has submitted his request pursuant to the County's *Policy for Naming and Placing Commemorative Plaques on County of Inyo Facilities/Buildings* (copy attached), and has met all of the policy's requirements, including a written commitment to cover all costs resulting from the request and submittal of at least three letters of endorsement in support of the request (*copies attached*).

The policy also requires a staff recommendation. Section II: Criteria for Evaluating Request states:

In evaluating the request, the County will give consideration and recognition to individuals/organizations which have:

1. *Demonstrated social and moral responsibility and exemplary actions that inspire others.*
2. *Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.*
3. *Had major historical significance.*

Staff has concluded that Maury Sorrells meets the qualifications listed under Section II and that Charles Sorrells' request meets the obligations required elsewhere in the policy. It is the recommendation of staff that your Board approve the request to rename the Shoshone Airport after former Supervisor Maury Sorrells. A four-fifths vote is required to accomplish this action.

ALTERNATIVES: The Board could approve a variation on "Shoshone Maury Sorrells Airport" or deny the request altogether.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Charles Sorrells has committed to personally covering all costs associated with this request.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (<i>Must be reviewed and approved by county counsel prior to submission to the board clerk.</i>) Approved: _____ Date _____
----------------------------	--

AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5/15/19

ADMINISTRATIVE MANUAL

POLICY FOR NAMING AND PLACING COMMEMORATIVE PLAQUES ON COUNTY OF INYO FACILITIES/BUILDINGS

PURPOSE:

The purpose of this policy is to set the criteria for evaluating requests to name or place plaques on County facilities/buildings.

IMPLEMENTATION:

Section I: Information needed in Request

All requests to the Board of Supervisors for naming or placing commemorative plaques on or by County facilities/buildings must include:

1. Reason(s) for request.
2. Description of circumstances surrounding the request.
3. Brief profile of the nominee.
4. A minimum of three written endorsements in support of the request.
5. The location of the facility proposed for naming or placement of a commemorative plaque.
6. A commitment from the applicant that they will cover all the costs resulting from the request.

Section II: Criteria for Evaluating Request

In evaluating the request the County will give consideration and recognition to individuals/organizations, which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.

Section III: Criteria for Denying Request

The County will deny any request that:

1. Carries as a condition the brand name, corporate name or family name of a fire arm, alcohol or tobacco product; or is capable of confusion with a trade mark, copyright, brand name or existing landmark, without proper consent of the lawful owners of same;
2. Are deemed to be in poor taste; and
3. That does not meet the conditions expressed under Section II.

In addition for requests to name a County facility/building only, no:

1. County facility/building shall be named after a private individual unless that individual contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated; and
2. County facility/building shall be named for a public officer while the official remains in public office.

Section IV: Process for Placement of Request on Board of Supervisors Agenda

In order to initiate the process for naming or placing a commemorative plaque on a County facility/building:

1. An applicant needs to submit a letter to the Clerk to the Board of Supervisors that explains the request by answering the questions in Section I and asked to be placed on the Board's Agenda. The letter should include the address and phone number of where the applicant can be reached; and
2. Upon receiving the letter the Clerk to the Board of Supervisors will schedule the request on the Board of Supervisors Agenda within six (6) weeks and contact the applicant with the time and date.

Section V: Approval by the Board of Supervisors

1. All requests will be placed on the Board of Supervisors Agenda for approval per Section IV.
2. Staff will provide a recommendation to the Board on any request.
3. Any request for naming and/or placing a commemorative plaque on a County facility/building will require a 4/5 vote approval by the Board of Supervisors.
4. Generally, a facility shall not be named after a public official or private individual unless that person is deceased. A decision to name a facility after a public official or private individual when not deceased shall require a unanimous vote of approval by the Board of Supervisors.

April 14, 2019

Charles J. Sorrells
385 Uplands Court
Kelowna, B.C. V1W4J7

Clint Quilter
Inyo County Board of Supervisors
P.O. Drawer Q
Independence, Ca. 93526

Dear Clint

This is a request to name the Inyo County Airport in Shoshone after my father Maury Sorrells. I think the name should be Shoshone Maury Sorrells Airport, but I am open to suggestions from the County Board of Supervisors.

Reason for request

To rename the Shoshone Airport after Maury Sorrells for his long service to Shoshone, Inyo County and the State of California.

Description of Circumstances surrounding the request

Maury Sorrells granted an easement of 1,202 feet long and 120 feet wide to Inyo County for the original landing strip on October 5, 1960. Over the years the landing strip was enlarged beyond the easement. I have included a history of the Shoshone Airport written by Paul Handcock, November 13, 2009. On December 11, 2009 my wife Alice Keefer and I donated 37.5 acres to the County of Inyo. This allowed the airport to meet all FFA requirements. I have attached a copy of grant deed, airport plot plan and county certificate of acceptance.

Brief profile of the nominee

Maurice Leo (Maury) Sorrells was born in Oklahoma March 28, 1909. He graduated from high school in Sanger, California where he lettered in football, baseball, and wrestling and was elected student body president. He entered the University of Redlands in California where he met and eventually married Charles Brown and Celesta Fairbanks Brown's daughter Bernice Brown. At Redlands he played football, Baseball and excelled in drama. After graduating from the University of Oklahoma Law School in 1934, he married Bernice Brown. Maury had polio as teenager and was unable to pass the physical for military service in WW II. When Charles Brown was elected to the State Senate, Bernice and Maury moved to Shoshone to help run the town. Maury was elected Inyo County Supervisor in 1944 and served five terms until 1964. He was chairman of the board and a member of the board when the new court house was built and was a member of the Inland Empire Supervisors Association. He was the first vice president and one of the original organizers of the Death Valley 49ers and once substituted as Inyo County Coroner until someone could be found to fill the job. Maury loved Shoshone and Inyo County and worked tirelessly to be an example as a good citizen and leader. Maury died in his private plane, July 31, 1965 in an airplane accident at the Shoshone airport.

Location of airport

The Shoshone Airport is located in Shoshone, California, south of state hwy 178 and east of state hwy 127.

Commitment from the applicant to cover costs

I, Charles J. Sorrells, commit to cover all the costs resulting from this request.

Thank you for the consideration of this application.

Sincerely,

Charles J. Sorrells

A handwritten signature in blue ink that reads "Charles J. Sorrells". The signature is written in a cursive style with a large, stylized initial "C".

Judy Palmer
PO Box 2
Shoshone, CA 92348
April 11, 2019

Inyo County Board of Supervisors
P O Drawer Q
Independence, CA

Re: Naming Shoshone Airport in honor of Maurice Leo Sorrells

Dear Sirs and Madams:

I am writing in support of the naming of the airport in Shoshone in honor of former Inyo County Supervisor, Maurice (Maury) Sorrells.

Maury made his home in Shoshone for 27 years (1938-1965). He was very community-minded and served on the Inyo County Planning Board. At one time, he served as the interim county coroner until a permanent person could be found. He was the 5th District County Supervisor from for 20 years (1944-1964), and was president of the Inland Empire Supervisors Association.

In addition to his record of public service, he was known locally as a kind and generous person always willing to help those in need. I believe this would be very fitting and meaningful way to acknowledge his record of public service and honor his memory.

Sincerely,



Judy Palmer

TELUS**keefer@telus.net**

Inyo County Board of Supervisors re Maury Sorrells

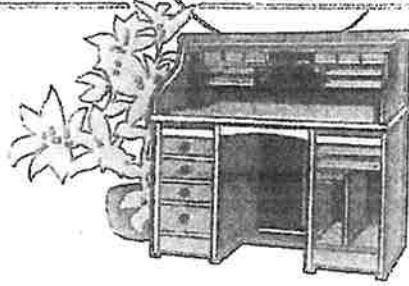
From : james Gilliam <bethgilliam@gmail.com>

Wed, Apr 10, 2019 06:38 PM

Subject : Inyo County Board of Supervisors re Maury Sorrells**To :** keefer@telus.net

My uncle Maury was a prominent proponent of the Inyo County desert and long time resident/owner of Shoshone, California. His vision on improving transportation modes in the region included building the airport in Shoshone. It would be a great honor to his memory and his family to name the airport he worked so hard creating after him. Growing up in Shoshone, I marveled at the airplanes visiting our valley. Like many desert pioneers, he worked hard making his business a success for visitors to Death Valley, in support of the local mining industry and helping the Death Valley Unified School District educate the children in the area. He was an effective member of the Inyo County Board of Supervisors for over 20 years and well liked leader in the desert community. This distinction is a uniquely fitting way to honor Maury Sorrells.- James Gilliam, Architect (retired)

FROM THE DESK OF RICHARD W. LISLE



April 3, 2019

Inyo County Board of Supervisors

P.O. Drawer Q

Independence, California

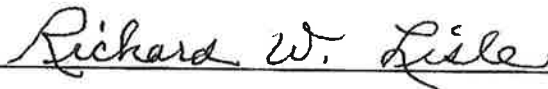
RE: Maury Sorrells Shoshone Airport

Dear Sirs:

It has come to my attention that the Inyo County Board of Supervisors may be considering the naming of the Shoshone, Calif. Air Strip after former Inyo County Supervisor Maury Sorrells. Mr. Sorrells was an educated visionary. With his law degree from the University of Oklahoma, he stood apart from most businessmen in the Eastern Sierra. He was Inyo County Supervisor for the 5th District from 1944 to 1964 following in the footsteps of his father-in-law, Senator Charles Brown, Supervisor from 1924 to 1939. I remember Mr. Sorrells, a family friend, from the Death Valley 49er Encampments that our family attended in the 1950s. He was one of the organizers of the annual event.

I was told that his air plane crashed while he was checking the nighttime landing lights for the Shoshone Air Strip in 1965. Therefore, I respectfully request that Maury Sorrells be considered for the naming of the Inyo County Shoshone Airport.

Sincerely,



Richard W. Lisle – Retired Association Executive

April 6, 2019

Inyo County Board of Supervisors
P.O. Box Q
Independence, Ca 93526

Board Members,

I am in support of the request by Charles Sorrells to rename the Shoshone airport honor of his father Maurice (Maury) Leo Sorrells.

I have lived in Shoshone for many years and knew Maury personally.

Maury Sorrells was 5th district supervisor for 20 years and was instrumental in establishing the airport and it would be fitting to have it named in his honor.

He was a outstanding citizen who spent many years in public service, traveling many long miles to meetings. My father was Inyo County road foreman who consulted often with Maury concerning not only roads but other public work projects done in this area by the road department.

Maury was one of the organizers of the Death Valley 49ers, serving as its first Vice President.

Your positive consideration would be greatly appreciated.

Sincerely,

Ethel Messer
P. O. Box 32
1000 Chicago Valley Road
Shoshone, CA 92384

San Jose, CA
April 10, 2019

RECEIVED

TO: Inyo County Board of Supervisors
FROM: Carl Rook Jr.

2019 APR 15 AM 8:24

RE: Naming of Shoshone airport.

INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERVISORS

Gentlemen:

I wish to let you know that I support and endorse the naming of the Shoshone airport after Maurice (Maury) Sorrells.

I grew up in Shoshone and have maintained a close relationship with family and friends there over the years.

As a private pilot, I have used the airport many times during frequent visits there.

If you have any questions, please call me at 408-313-5465.

Sincerely,



Carl Rook Jr.

RECORDING REQUESTED BY:

Inyo County Public Works Department

AND WHEN RECORDED MAIL TO:

Inyo County Public Works Department
PO Drawer Q
Independence, CA 93526



INYO, County Recorder
MARY A. ROPER Co Recorder Office
DOC- 2010-0000063-00
Friday, JAN 08, 2010 11:08:53
NFE \$0.00:
Ttl Pd \$0.00 Mbr-0000076144
DNO/R1/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned declares that the {PRIVATE }DOCUMENTARY
TRANSFER TAX is \$ \$0.00 and is

computed on the full value of the interest or property conveyed; OR IS
 computed on the full value less value of liens or encumbrances remaining
thereon at the time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Charles J. Sorrells and Alice Keefer, Trustees of the Alice Keefer and Charles Sorrells Trust,
dated March 9, 1999**

as owner(s) of the land hereinafter described, herein collectively referred to as "Grantor", hereby grants and conveys to the County of Inyo, a body politic and political subdivision of the State of California, hereinafter referred to as "Grantee", subject to the terms, covenants and conditions herein provided, the following described real property, situated in the County of Inyo, State of California, as described in Exhibit B, (legal description) and depicted in Exhibit A (drawing), attached and incorporated by reference into this document. This grant supersedes the Airport Easement granted in Book 143, Pages 260-263.

Date: December 11, 2009

As the owner(s) of said property:

Charles J. Sorrells, TRUSTEE
CHARLES J. SORRELLS

Alice Keefer, TRUSTEE
ALICE KEEFER

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

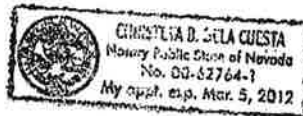
STATE OF NEVADA,
COUNTY OF Clark

On December 11, 2009 before me, Christofa dela Cuesta, (here insert name and title of the officer), personally appeared Charles Sorrells & Alice Keefer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

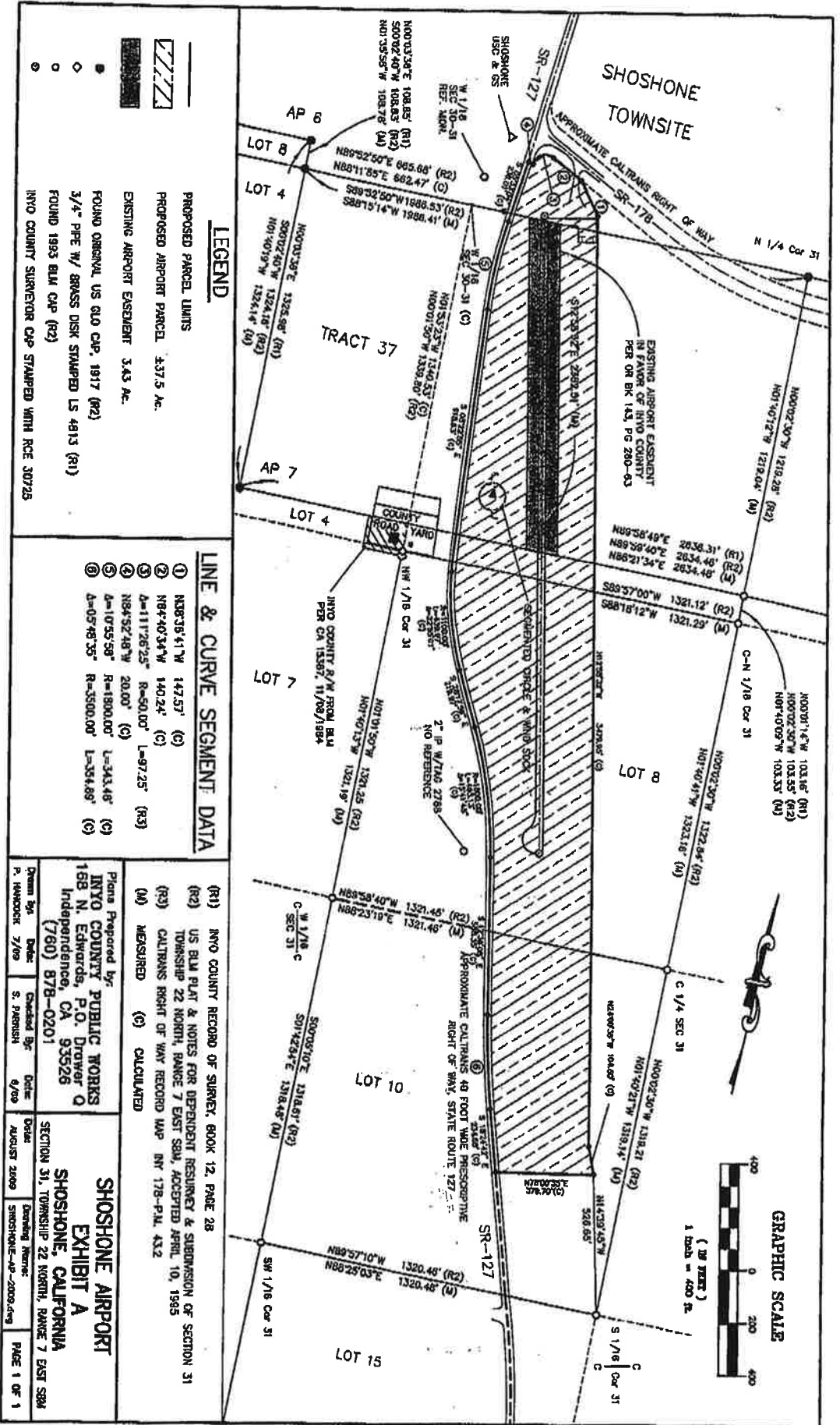
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christofa m. dela Cuesta (Seal)



This document is being recorded to correct document number 20090003780
which recorded on Oct. 30, 2009 (date) to correct the name of the Grantor.



LEGEND

	PROPOSED PARCEL LIMITS
	PROPOSED AIRPORT PARCEL 337.5 AC.
	EXISTING AIRPORT EASEMENT 343 AC.
	FOUND ORIGINAL US GLO CAP. 1917 (R2)
	3/4\"/>
	FOUND 1993 BLM CAP (R2)
	INYO COUNTY SURVEYOR CAP STAMPED WITH REC 30725

LINE & CURVE SEGMENT DATA

①	N83°35'41\"/>
②	N84°40'34\"/>
③	Δ=11°26'25\"/>
④	N84°52'48\"/>
⑤	Δ=10°55'58\"/>
⑥	Δ=05°48'35\"/>

(R1) INYO COUNTY RECORD OF SURVEY, BOOK 12, PAGE 28
 (R2) US BLM PLAT & NOTES FOR DEPENDENT RESURVEY & SUBDIVISION OF SECTION 31 TOWNSHIP 22 NORTH, RANGE 7 EAST S8M, ACCEPTED APRIL 10, 1995
 (R3) CALTRANS RIGHT OF WAY RECORD MAP INY 178-PAL 432
 (M) MEASURED (C) CALCULATED

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

SHOSHONE AIRPORT
EXHIBIT A
SHOSHONE, CALIFORNIA

Drawn by: P. HANCOCK	Date: 7/09	Checked by: S. PARNISH	Date: 8/09
Scale: AUGUST 2009	Drawing Name: SHOSHONE-AP-2009.dwg	Page: 1 OF 1	



EXHIBIT B

**LEGAL DESCRIPTION OF A PROPOSED AIRPORT GRANT DEED FOR THE
SHOSHONE AIRPORT, INYO COUNTY, CALIFORNIA
August 2009**

A grant of Real Property for Airport purposes, all in, over, under, and across portions of Section 31, Township 22 North, Range 7 East, San Bernardino Meridian, in the County of Inyo, State of California, more particularly described as follows:

COMMENCING at a 2" dia. US BLM Brass Cap, stamped with S1/16 C
|
C 31, 1993, as shown and

described in official US BLM Notes and Plat, dated April, 10, 1995, from which the Southwest 1/16 corner of said Section 31 bears South 88°25'03" West a distance of 1320.48 feet; thence North 14°39'45" West a distance of 526.65 feet to the TRUE POINT OF BEGINNING herein described subject parcel;

thence North 24°00'36" West, 104.50 feet,

thence North 12°58'32" West, 3,479.95 feet,

thence North 38°36'41" West, 147.57 feet to the Southerly right of way line of State Route 178,

thence North 64°40'34" West, 140.24 feet along the Southerly right of way line of State Route 178,

thence along an arc to the left with a radius of 50 feet, a distance of 97.25 feet, a delta of 111°26'25" along the Southerly right of way line of State Route 178,

thence North 84°52'48" West, 20.00 feet, to the centerline of State Route 127,

thence South 05°33'04" West, 236.01 feet along said centerline,

thence along an arc to the left with a radius of 1800.00 feet, a distance of 343.46 feet, a delta of 10°55'58" along said centerline,

thence South 05°22'55" East, 915.63 feet along said centerline,

thence along an arc to the left with a radius of 1100.00 feet, a distance of 439.97 feet, a delta of 22°55'01" along said centerline,

thence South 28°17'56" East, 219.97 feet along said centerline,

thence along an arc to the right with a radius of 1800.00 feet, a distance of 493.13 feet, a delta of 15°41'48" along said centerline,

thence South 12°36'08" East, 588.35 feet along said centerline,

thence along an arc to the left with a radius of 3500.00 feet, a distance of 354.90 feet, a delta of 05°48'35" along said centerline,

thence South 18°24'42" East, 234.68 feet along said centerline,

thence North 78°00'35" East, 379.70 feet, and returning to the TRUE POINT OF BEGINNING as depicted on attached EXHIBIT A and containing 37.5 acres more or less.

EXCEPTING therefrom any portion of the Caltrans right of way of State Route 178 and the prescriptive Caltrans right of way of State Route 127.

The Basis of Bearings is South 08°49'50" East between U.S.G.S triangulation station "SHOSHONE" and U.S.G.S triangulation station "ZABRINSKE", based on the California State Plane Coordinate System 1983, Zone 4, as determined by a GPS survey between the U.S.G.S. triangulation station "SHOSHONE" and U.S.G.S triangulation station "ZABRINSKE". Distances are grid distances with a combined scale factor of 0.999946245.

END OF DESCRIPTION

LEGAL DESCRIPTION OF THE PROPOSED SHOSHONE AIRPORT PARCEL

Page 1 of 1

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in the real property covered by DEED or GRANT dated,

January 5, 2010 from Charles J. Sorrells and Alice Keefer, Trustees of the Alice Keefer and Charles J. Sorrells Trust, Dated March 9, 1999

to the COUNTY OF INYO, a political subdivision of the State of California, for the real property at

Shoshone Airport, located within the County of Inyo, State of California

is hereby accepted and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: January 5, 2010

By: Patricia Gurnethy Deputy
Clerk of the Board of Supervisors





**DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0202 (760) 878-2001 FAX**

**County of
INYO**

Ted Pedersen - Director

FROM: Paul Hancock, Engineering Assistant

TO: Whom it may concern

DATE: November 13, 2009

SUBJECT: Shoshone Airport History and Discussion

Shoshone Airport was developed by former Inyo County Supervisor Maury Sorrells and father of Charles Sorrells in the early 1950's for his personal use. Mr. Sorrells also constructed a hangar at the site at about the same time. The hangar was later removed because it was installed too close to the runway to meet FAA clearance requirements.

An easement for the original landing strip, 1,202 feet long by 120 feet wide was granted to Inyo County on October 5, 1960. This easement included a total of 3.43 acres.

At various times following the easement grant, Inyo County constructed improvements at the airport, both on and off the area granted in the original easement. There is speculation that Maury Sorrells and Carl Rook, Inyo County Road Foreman for Shoshone agreed to widen and lengthen the runway, but there are no records to confirm this. Charles Sorrells has indicated that the men were close friends and that a verbal or handshake agreement may have occurred with respect to the additional work.

County records are incomplete and the Sorrells family has no recollection of exactly when the runway was extended. But, the runway was extended to its current length of 2,383 feet. A turn-around was also installed at the south end of the runway. Runway lighting, segmented circle, windsock and tie down area were also installed at the airport. The latest construction by the County occurred in 2000 when the turn-around and tie-down area were re-constructed. The airport occupies an area of approximate 25 acres, including clear zones and the area of occupied by the segmented circle. This area does not include the FAA required Runway Protection Zone beyond the end of the runway end.

The Inyo County Road Department regularly grades the clear zones adjacent to and beyond the end of the runway end. And, power for the runway lighting and segmented circle is supplied from the Road Shop to the west of the airport, across State Route 127. The Road Department staff also does work such as tree trimming, pavement stripping, patch paving and other maintenance tasks on an as needed basis.

The California Department of Transportation, Division of Aeronautics conducts regular inspection of the airport. The facility is listed by the FAA and other flight service directories. The airport is used primarily for general aviation, but the Military has used the airport periodically for training, including December of 2008. The airport has also been used for "Life Flights" on an occasional basis.

During negotiations with the Nature Conservancy for the sale of the adjoining property in 2008-09 it was noted that the airport had grown beyond the limits of the original easement. It was concurrent to these negotiations that the Sorrells family agreed to donate the Airport to Inyo County as a parcel of real property in fee title.

Shoshone Airport History and Discussion

Inyo County Public Works Department developed the Grant Deed description for the airport based on the current configuration of the runway, tie down area and turn-around; and the FAA requirements for a similar small airport by reviewing FAA Advisory Circulars and regulations. The parcel size created was kept as small as possible during the design process.

BLM and the Nature Conservancy reviewed the preliminary limits for the proposed parcel and asked that the west parcel boundary be the east edge of Highway 127 to eliminate an unmanageable sliver of land. The originally proposed parcel was approximately 32 acres in size. The final parcel is 37.5 acres.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Clint G. Quilter, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Local Planning Council County Priorities Report

DEPARTMENTAL RECOMMENDATION: Request Board: A) approve the revised priorities in the Local Planning Council (LPC) County Priorities Report prepared by the Inyo County Office of Education; and B) authorize the County Administrator and/or Assistant Clerk of the Board to sign the LPC Priorities Report Form as "authorized representatives of the Board of Supervisors."

SUMMARY DISCUSSION: The Inyo County Office of Education (ICOE) Early Care & Education Division oversees the Child Care Planning Council, and the ICOE and Inyo County Board of Supervisors each appoint a portion of the Council in addition to making a joint appointment. California Education Code Section 8279.3 specifies that LPCs like the Child Care Planning Council must identify local funding priorities for the distribution of any new state general child care and development funding and new preschool funding to promote equal access to child development services across the state. These priorities must be based on direct impact indicators of need.

The ICOE has just completed a Local Planning Council County Priorities Report, required by California Education Code Section 8499.5, to review local State and Federal data and provide the California Department of Education with an updated listing of their local child care and development funding priorities.

The report (attached) is due May 30. If no changes are being made to previously submitted priorities, the State only requires the Child Care Planning Council Chairperson signature. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require additional approval by the County Superintendent of Schools and "authorized representatives of the Inyo County Board of Supervisors." The ICOE has made changes to the priorities assigned to zip codes in Inyo County (Priority 1, 2, or 3 based on the percentage of underserved eligible children plus 10 underserved children in each zip code). As such, ICOE is requesting a signature from an "authorized representative" so that it may submit the report per State guidelines.

Both the Inyo County HHS Director and Chief Probation Officer have reviewed the report and concur with the re-prioritization.

ALTERNATIVES: The Board could choose to not approve the report and authorize the signing of the Report Form, however this is not recommended.

OTHER AGENCY INVOLVEMENT: Inyo County Office of Education, Child Care Planning Council, HHS, Probation

FINANCING: N/A

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 5/16/19

Local Planning Council (LPC) County Priorities Report Form

Due Date: May 30 of contract year

Please complete all information as requested below.

County Name:

LPC Coordinator Name and Telephone Number:

14 Inyo	▼	Ana Gadea 760-873-5123 ext 2177
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The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with California *Education Code (EC)* Section 8499.5 (a) through (d) and *EC* Section 8279.3 requirements. Please check off all boxes that apply.

- The priorities submitted to EESD are still valid, no change is needed, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School- Aged, and CSPP (Full-Day and Part-Day).
- The priorities have been revised for the previous year, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School-Aged, and CSPP (Full-Day and Part-Day).
- The LPC used Option 1 to establish Priority 3.
- The LPC used Option 2 to establish Priority 3.
- The LPC used Option 3 for Priority 3.

SIGNATURES*

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date

***Instructions for Signatures:** If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools, or whether they may be approved solely by the LPC Chairperson.

Inyo County

California Department of Education

Early Learning and Care Division

Local Planning Council Priorities

May 2018

Fiscal Year 2018–19

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ZIP Code	County Name	CSPP Priority Assigned	CCTR Infant/Toddler Priority Assigned	CCTR School-Aged Priority Assigned
93513	Inyo	1	1	1
93514	Inyo	3	1	1
93526	Inyo	1	1	1
93545	Inyo	3	1	1
93527	Inyo	1	1	1
93549	Inyo	3	1	1



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Clint G. Quilter, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes from the regular Board of Supervisors meetings of May 7, 2019 and May 14, 2019.

SUMMARY DISCUSSION: The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 5/14/19