

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

September 8, 2020 - 9:00 A.M.

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

CLOSED SESSION

2. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
3. **PLEDGE OF ALLEGIANCE**

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

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

8. **Board of Supervisors** - Request Board consider NAWS China Lake's request to expand its law enforcement jurisdiction to "concurrent" jurisdiction, which will allow its law enforcement officers to enforce federal criminal law on the base, and authorize the Chairperson to send a response letter that concurs with or denies said request.
9. **County Administrator** - Request Board consider and approve a letter expressing support for the Emergency Wildfire and Public Safety Act of 2020, and authorize the Chairperson to sign.
10. **Planning Department** - Request Board ratify and approve the contract with HELIX Environmental Planning for the provision of planning services for the SB2 affordable housing grant, including evaluations required by the California Environmental Quality Act, in an amount not to exceed \$151,500 for the period September 1, 2020 to February 28, 2022, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **Public Works** - Request Board approve Resolution No. 2020-41, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Dog Park Project," and authorize the Chairperson to sign.
12. **Public Works** - Request Board approve the plans and specifications for the Independence Water Main Installation project and authorize the Public Works Director to advertise for the project.

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

13. **10:30 A.M. - BUDGET HEARINGS** - Request Board: A) collect public comment; and B) review and adopt the Fiscal Year 2020-2021 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 22, 2020, the 14-day deadline to complete the Budget Hearings.)

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

14. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Supervisor Matt Kingsley

SUBJECT: NAWS China Lake request to increase jurisdiction

RECOMMENDED ACTION:

Request Board consider NAWS China Lake's request to expand its law enforcement jurisdiction to "concurrent" jurisdiction, which will allow its law enforcement officers to enforce federal criminal law on the base, and authorize the Chairperson to send a response letter that concurs with or denies said request.

SUMMARY/JUSTIFICATION:

NAWS China Lake recently requested Inyo County to concur with its request to expand NAWS law enforcement authority on the base. A copy of that request is made part of this agenda item material.

Our concurrence will allow NAWS law enforcement to enforce civil and criminal laws under federal jurisdiction. Currently NAWS law enforcement is only potentially allowed to enforce state and local legislation, including state or local criminal law jurisdiction, if authorized by the Sheriff.

Pursuant to applicable regulations, in order to move forward with this jurisdictional change, NAWS will need "a letter from the local governmental entity that will be rendering services to the property, concurring with the proposed change in jurisdiction." NAWS provided a template response letter (attached), which we will need to modify to be from the County itself, but otherwise contains the gist of the needed response.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NAWS China Lake currently cannot enforce federal civil or criminal laws for actions occurring on the base. With our Sheriff's approval, they are able to enforce state and local criminal laws. According to NAWS China Lake, this base is the only base with such limited federal jurisdiction, and they would like to change this status to conform to their jurisdiction to be equivalent with other bases around the country.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny this request. The consequences of that action are currently unknown.

OTHER AGENCY INVOLVEMENT:

Sheriff

FINANCING:

N/A

ATTACHMENTS:

1. Intro Letter to Inyo County (signed)
2. Encl. 1 Partial Cession of Jurisdiction - Maps of NAWS China Lake
3. Encl. 2 Example Concurrence Letter (County and Municipal) (final)
4. Chapter 26 - Federal Legislative Jurisdiction over Naval and Marine Corp.._

APPROVALS:

Darcy Ellis

Created/Initiated - 9/3/2020

Darcy Ellis

Approved - 9/3/2020

Marshall Rudolph

Final Approval - 9/3/2020



DEPARTMENT OF THE NAVY
NAVAL AIR WEAPONS STATION CHINA LAKE
1 ADMINISTRATION CIRCLE
CHINA LAKE, CA 93555-6100

11000
Ser N00L
August 28, 2020

Supervisor Matt Kingsley
P.O. Box 110
Lone Pine, California 93545

Dear Supervisor Kingsley:

SUBJECT: JURISDICTION CHANGE AT NAVAL AIR WEAPONS STATION CHINA LAKE

As discussed in recent phone conversations between my staff, Navy Region Southwest's Office of General Counsel, and representatives from your office, the purpose of this letter is to respectfully request your support and concurrence on Naval Air Weapons Station (NAWS) China Lake's effort to modify the current jurisdictional status on the installation. With your concurrence, we will be submitting a request to Principal Deputy Assistant Secretary of the Navy for Environment, Installations, and Energy (PDASN EI&E) to approve a jurisdiction change for NAWS China Lake, so that the entire installation can be subject to concurrent legislative jurisdiction.

This Department of Navy (DON) owned property is located in the City of Ridgecrest, California, and the counties of Inyo, Kern, and San Bernardino. The property is more precisely described in enclosure (1) and below. The property consists of several sites, which is 1,141,370 acres, collectively. The property includes areas that are outside the fence line of NAWS China Lake.

Currently, all of NAWS China Lake is subject to federal proprietary jurisdiction. PDASN EI&E will ask the State of California to partially cede its jurisdiction so that NAWS China Lake will be subject to concurrent legislative jurisdiction. This cession will only confer criminal jurisdiction to the United States. Section 126 of the California Government Code states the procedures under which the State may assent to this action.

If approved by the DON, and with the assent of the State, the cession would permit federal, state, and/or local agencies to respond to emergencies and to exercise jurisdiction over civil or criminal offenses committed throughout NAWS China Lake. Under the current jurisdictional framework, DON uniformed law enforcement personnel are only able to enforce state and local law on DON property because the Secretary of the Navy periodically approves a waiver that deputizes these personnel. This waiver from the Secretary of the Navy triggers section 830.8 of the California Penal Code, which designates NAWS China Lake's uniformed law enforcement personnel as California peace officers when operating on federal property, provided that the installation has the written consent of the sheriff or chief of police in whose jurisdiction the federal property is situated. NAWS China Lake is the only entity within the Department of Defense that receives such a waiver from the Secretary of a Military Department and this framework precludes DON uniformed law enforcement personnel from issuing federal citations

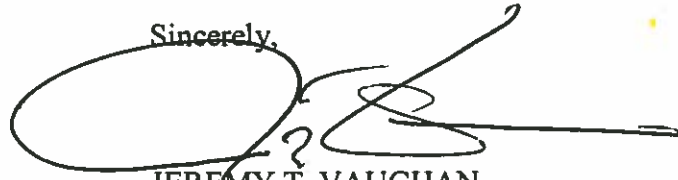
11000
Ser N00L
August 28, 2020

under the Assimilative Crimes Act, 18 U.S.C. § 13. That waiver will expire soon and may not be renewed.

Please provide NAWS China Lake with a written response indicating the position of Inyo County on the proposed change in jurisdiction. An example concurrence letter is enclosed for your convenience and reference. Due to the important nature of this effort, we respectfully request your response by September 14, 2020.

My point of contact regarding this matter is LT Andrew DeMaio, JAGC, USN; Staff Judge Advocate, NAWS China Lake. He can be reached at (760) 939-6065 or andrew.demaio@navy.mil.

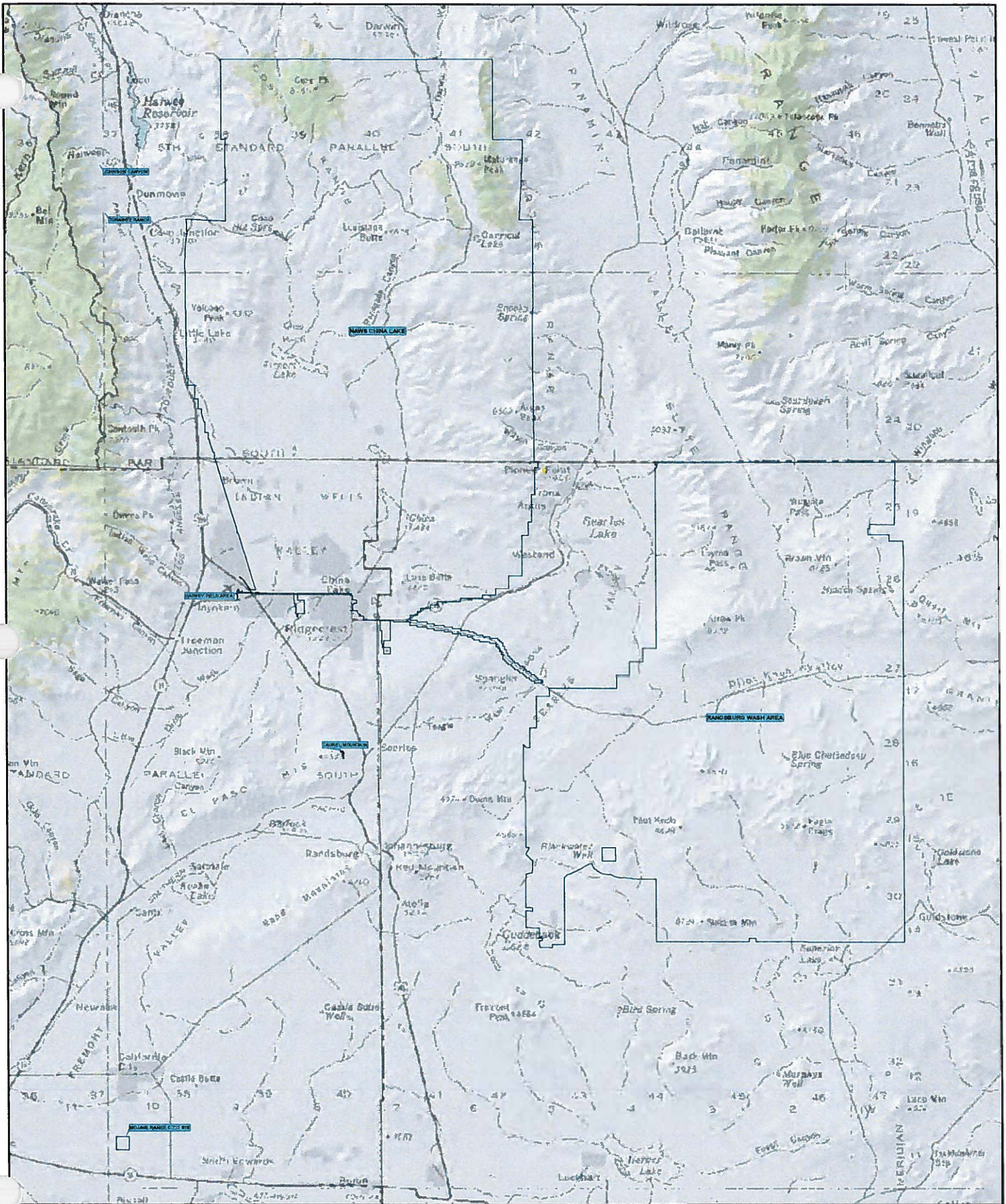
Sincerely,

A handwritten signature in black ink, appearing to read 'J. Vaughan', with a large, stylized flourish extending to the right. A question mark is written below the signature.

JEREMY T. VAUGHAN
Captain, U.S. Navy
Commanding Officer

Enclosures: 1. Partial Cession of Jurisdiction – Maps of NAWS China Lake
2. Example Concurrence Letter

Copy to: Mr. John-Carl Vallejo, Assistant County Counsel for Inyo County
Mr. Jeff R. Hollowell, Inyo County Sheriff



NAWS China Lake
Area Of Responsibility
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

- Legend
-  Installation Boundary
 -  County Boundary

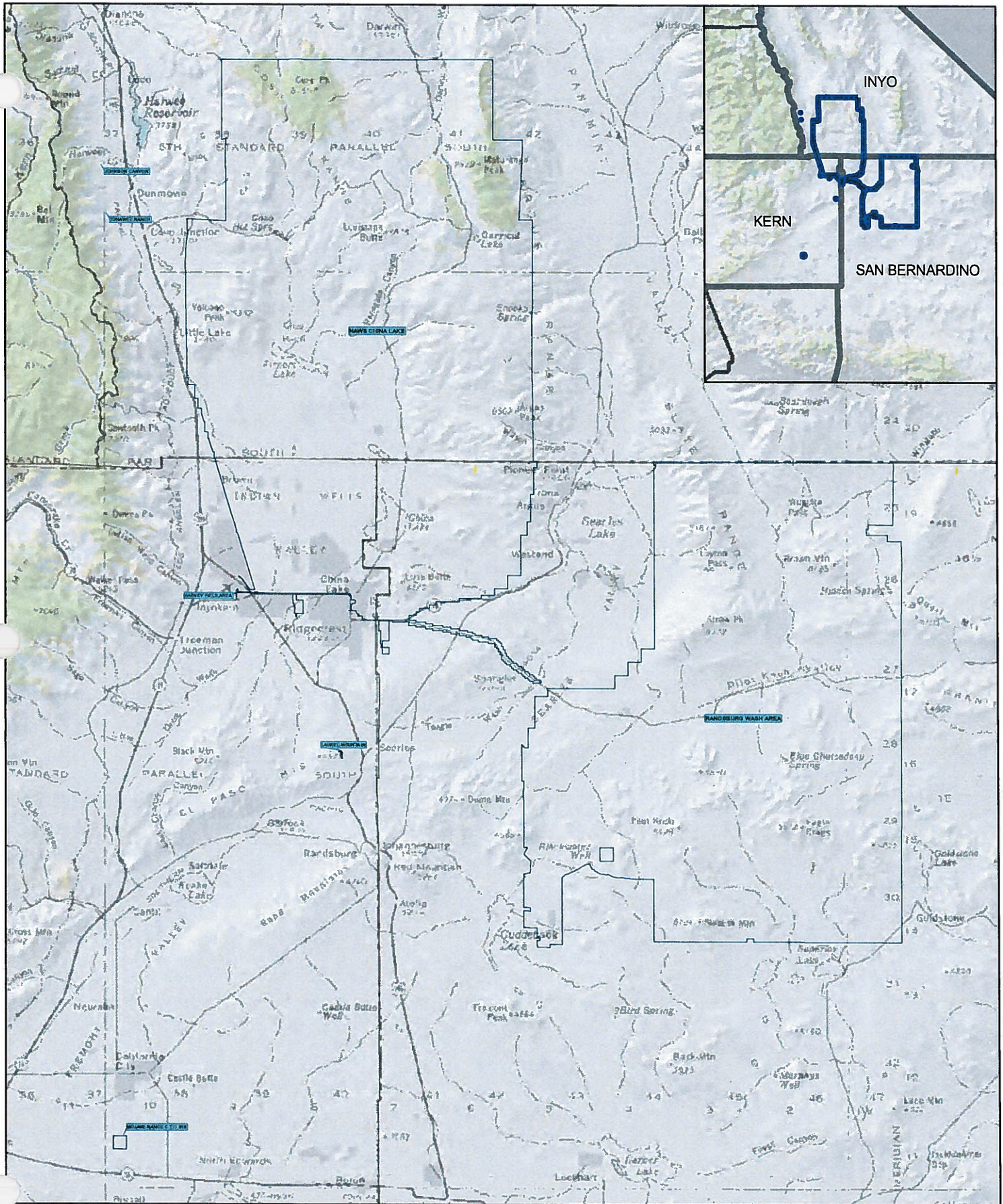


1 inch = 12 miles

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 DATE: JUNE 2020





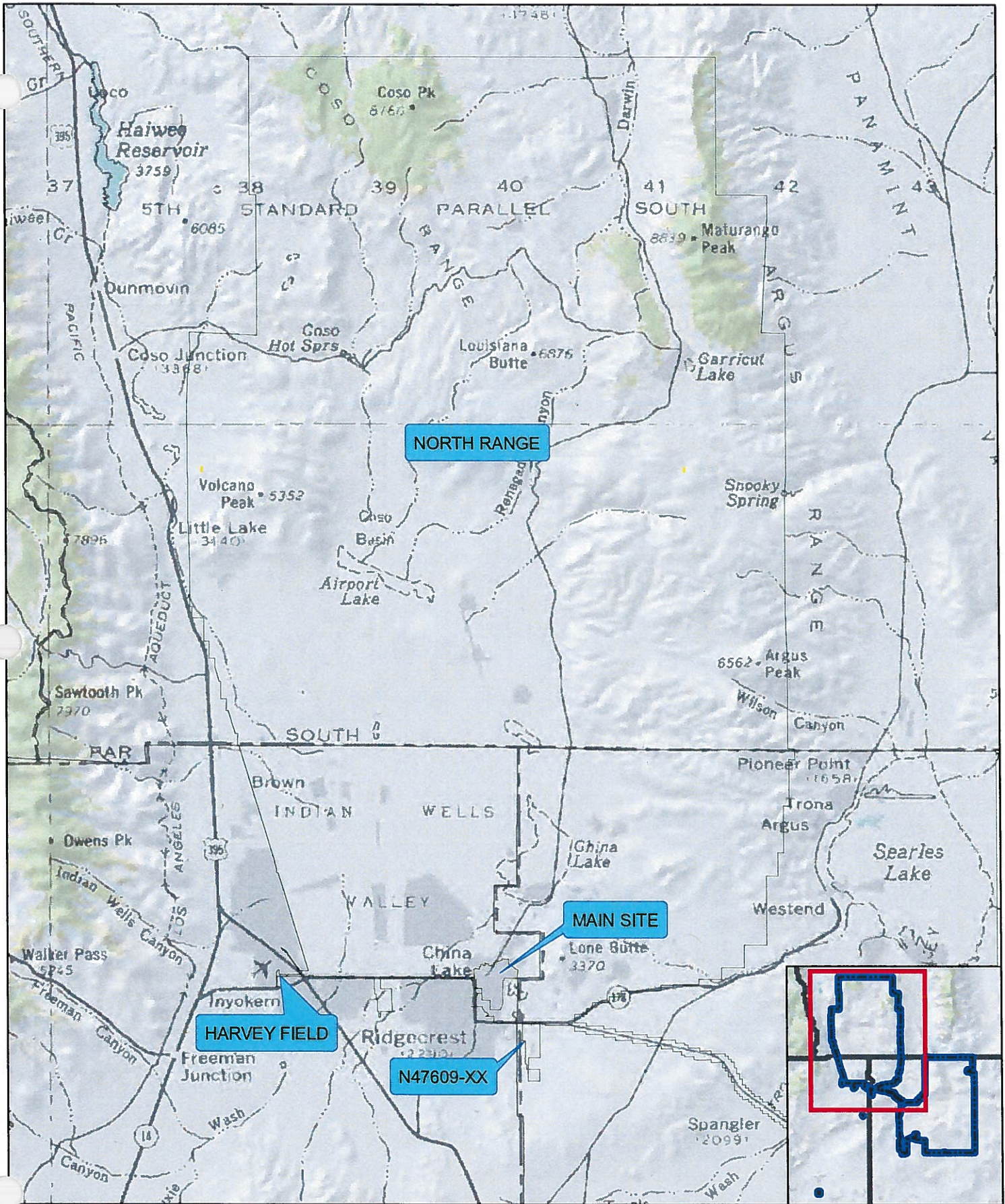
NAWS China Lake
Area Of Responsibility
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

Legend
 [Blue Outline] Installation Boundary
 [Black Line] County Boundary



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NORTH RANGE

MAIN SITE

HARVEY FIELD

N47609-XX



NAWS China Lake AOR
North Range and Main Site
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

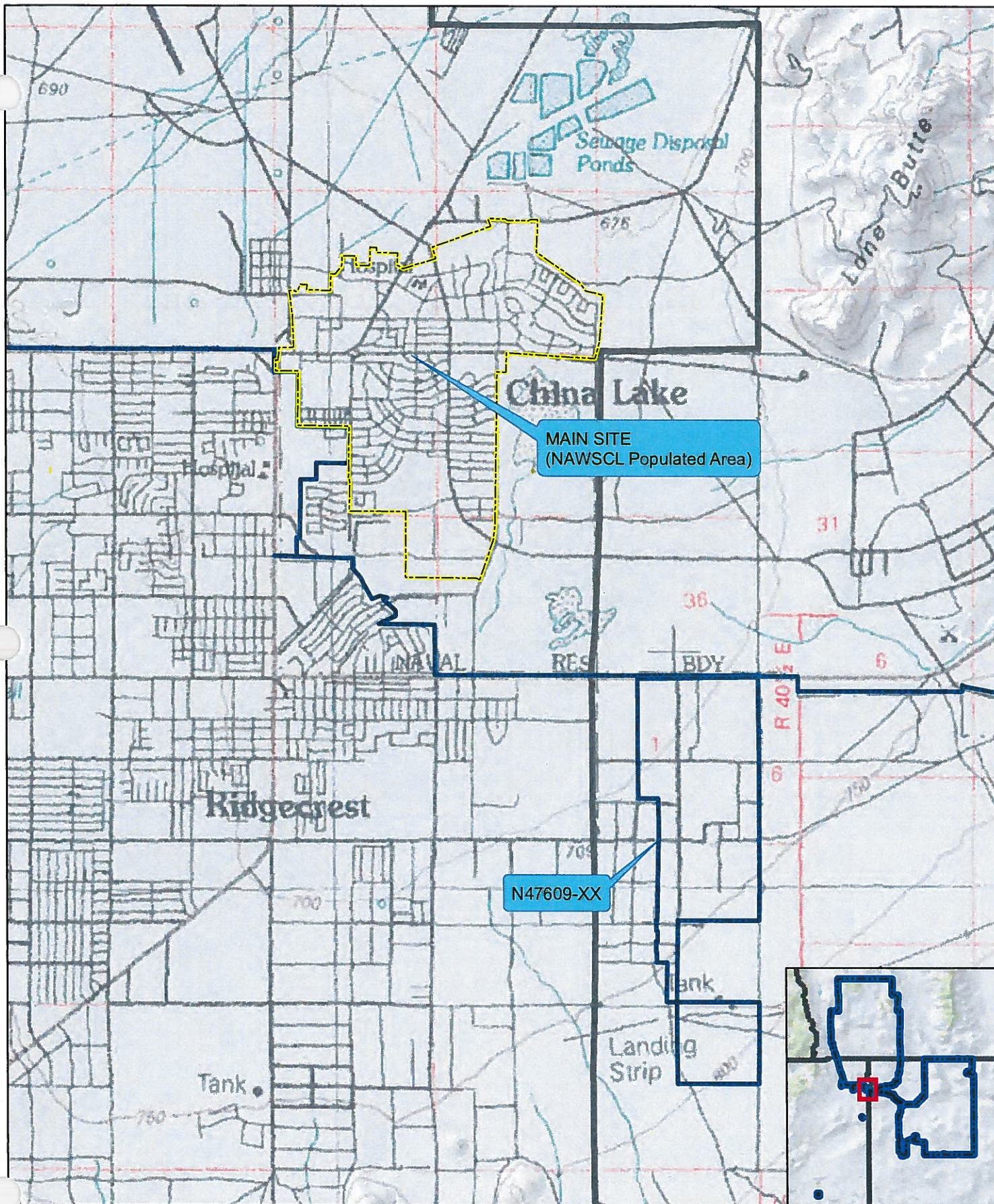
- Legend
- Main Site
 - Installation Boundary
 - County Boundary



1 inch = 7 miles

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 DATE: JUNE 2020





NAWS China Lake AOR
Main Site and N47609-XX
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

- Legend
- Main Site
 - Installation Boundary
 - County Boundary

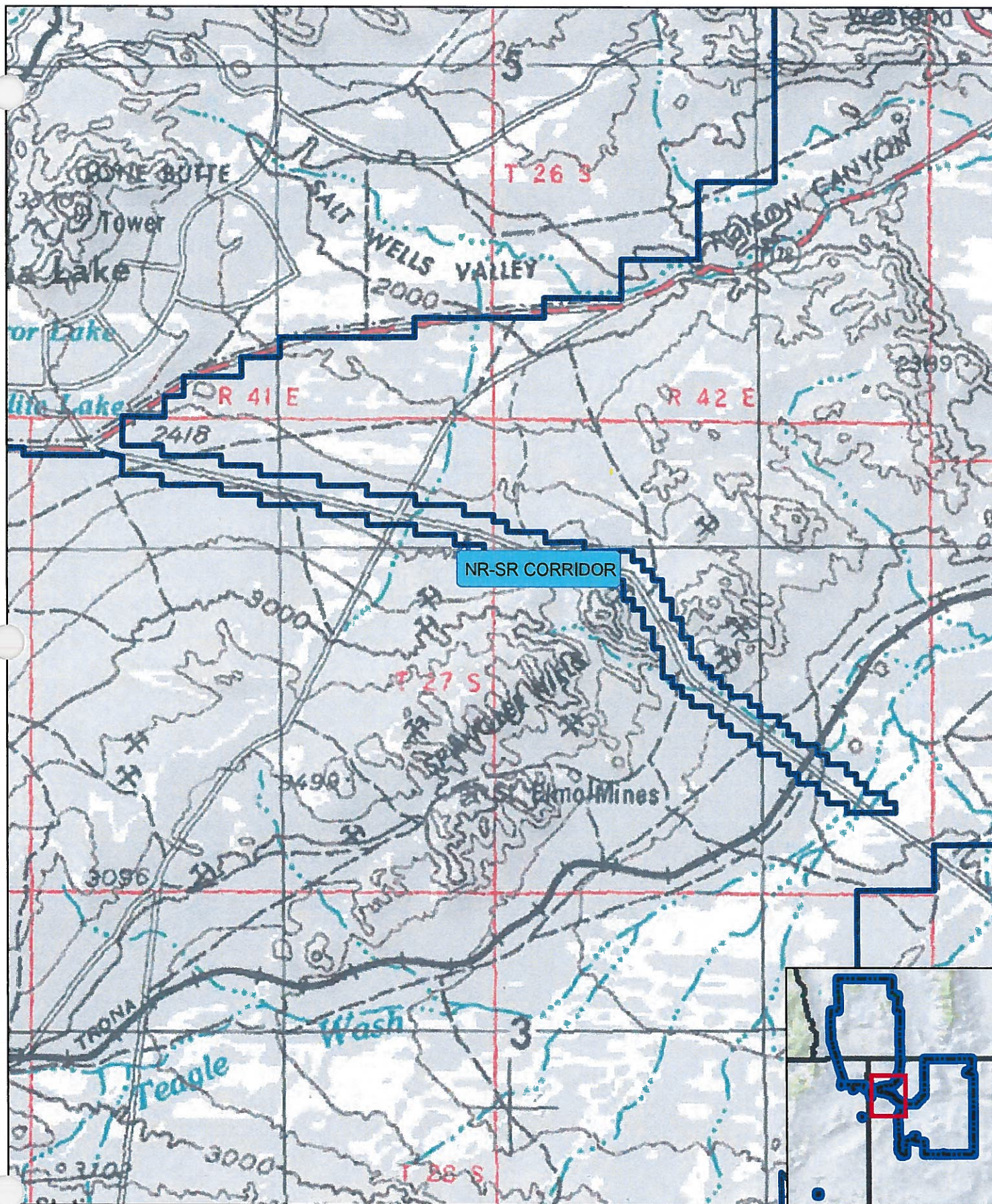


1 inch = 5 000 feet



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NAWS China Lake AOR
NR-SR Corridor
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

Legend
 Installation Boundary
 County Boundary



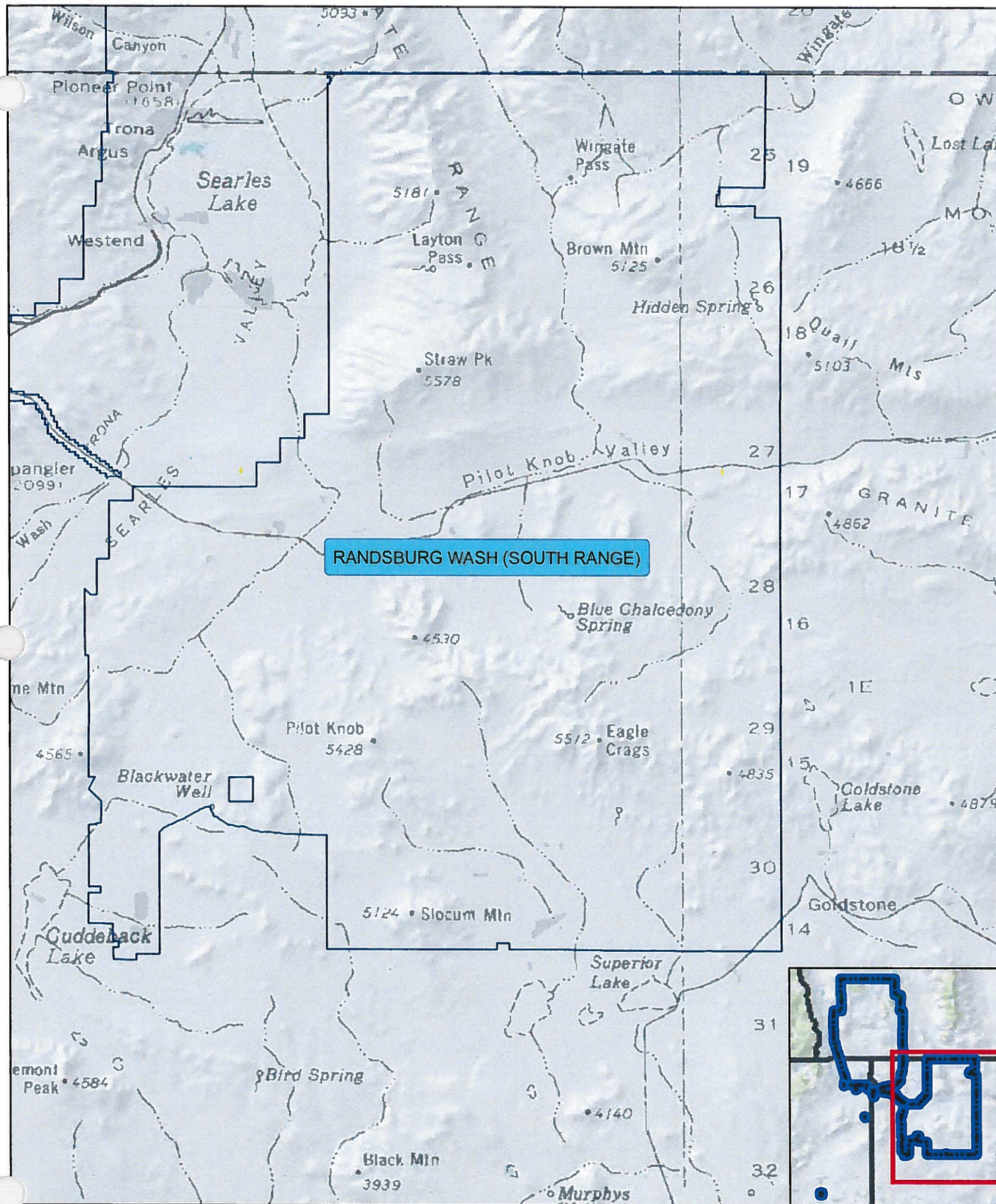
1 inch = 2 miles



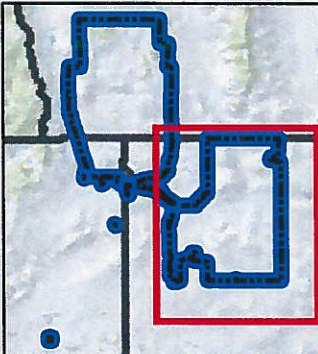
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RANDBURG WASH (SOUTH RANGE)



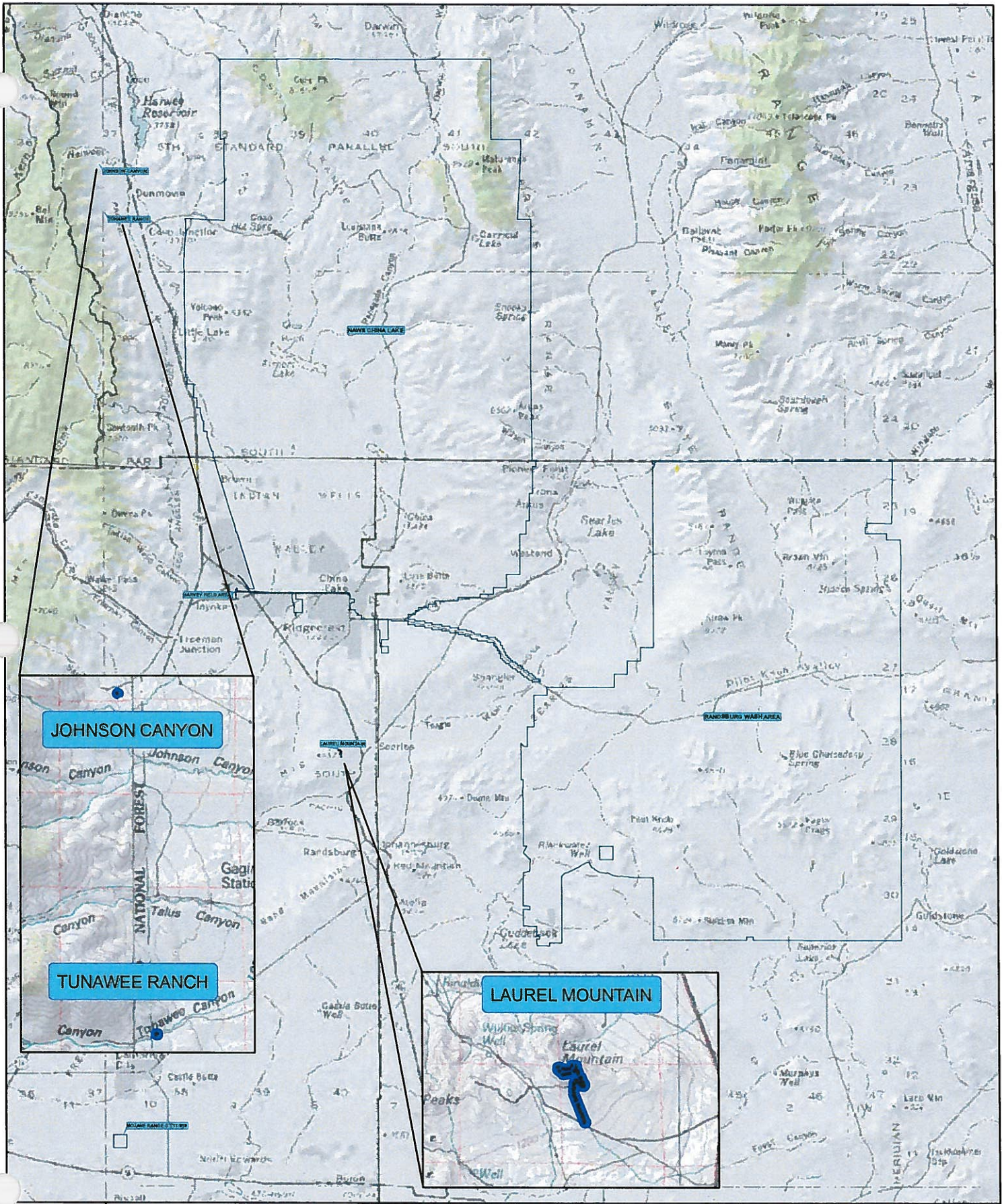
NAWS China Lake AOR
Randsburg Wash (South Range)
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

- Legend
- Installation Boundary
 - County Boundary



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**NAWS China Lake
Area Of Responsibility**
NAVAL AIR WEAPONS STATION, CHINA LAKE
DEPARTMENT OF NAVY

- Legend
- Installation Boundary
 - County Boundary

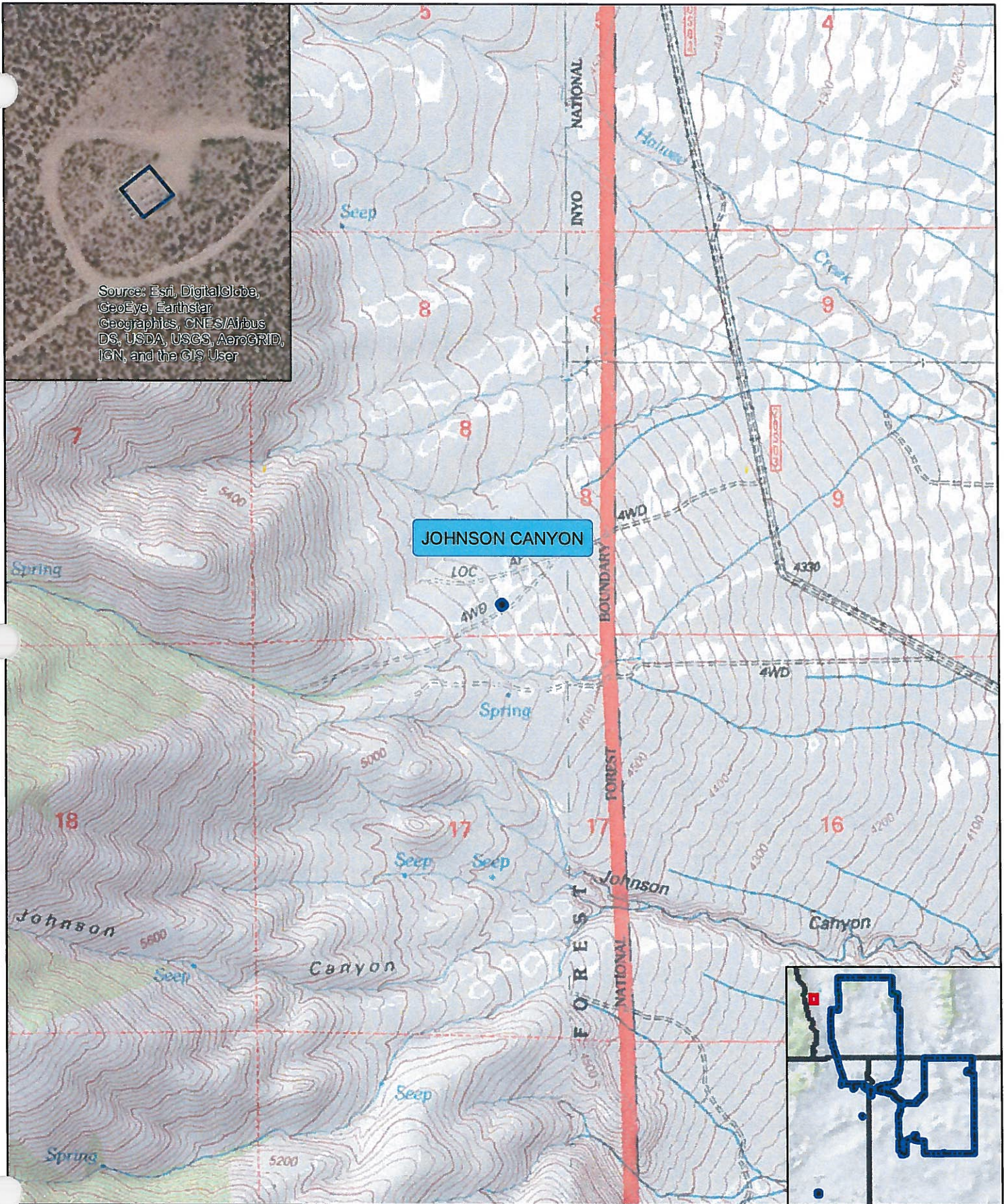


1 inch = 12 miles



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DATE: JUNE 2020





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User

JOHNSON CANYON



NAWS China Lake AOR
Johnson Canyon
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

Legend
 Installation Boundary
 County Boundary

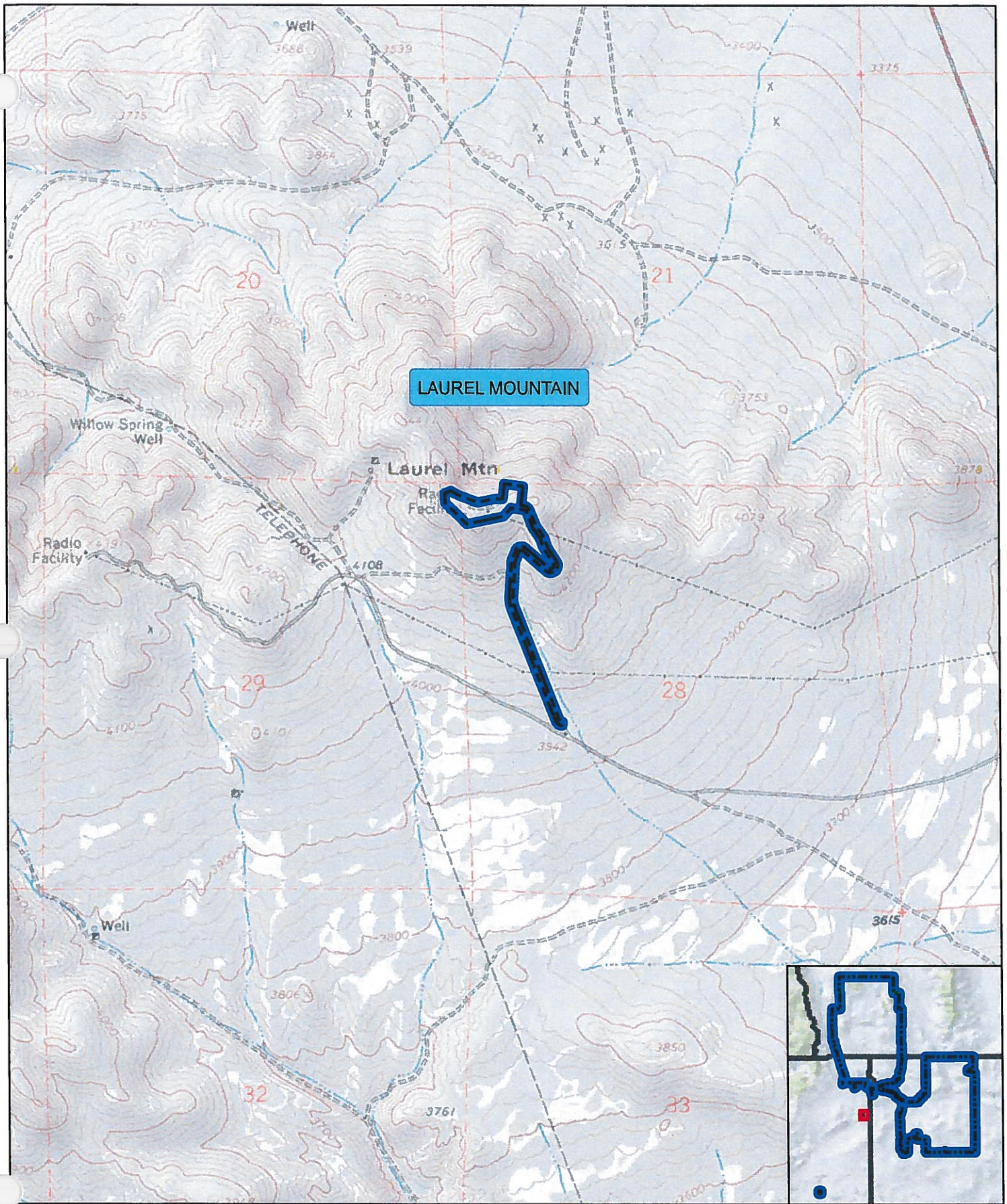


1 inch = 2,000 feet

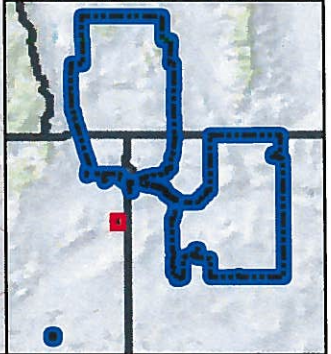


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LAUREL MOUNTAIN



NAWS China Lake AOR
Laurel Mountain
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

- Legend
-  Installation Boundary
 -  County Boundary

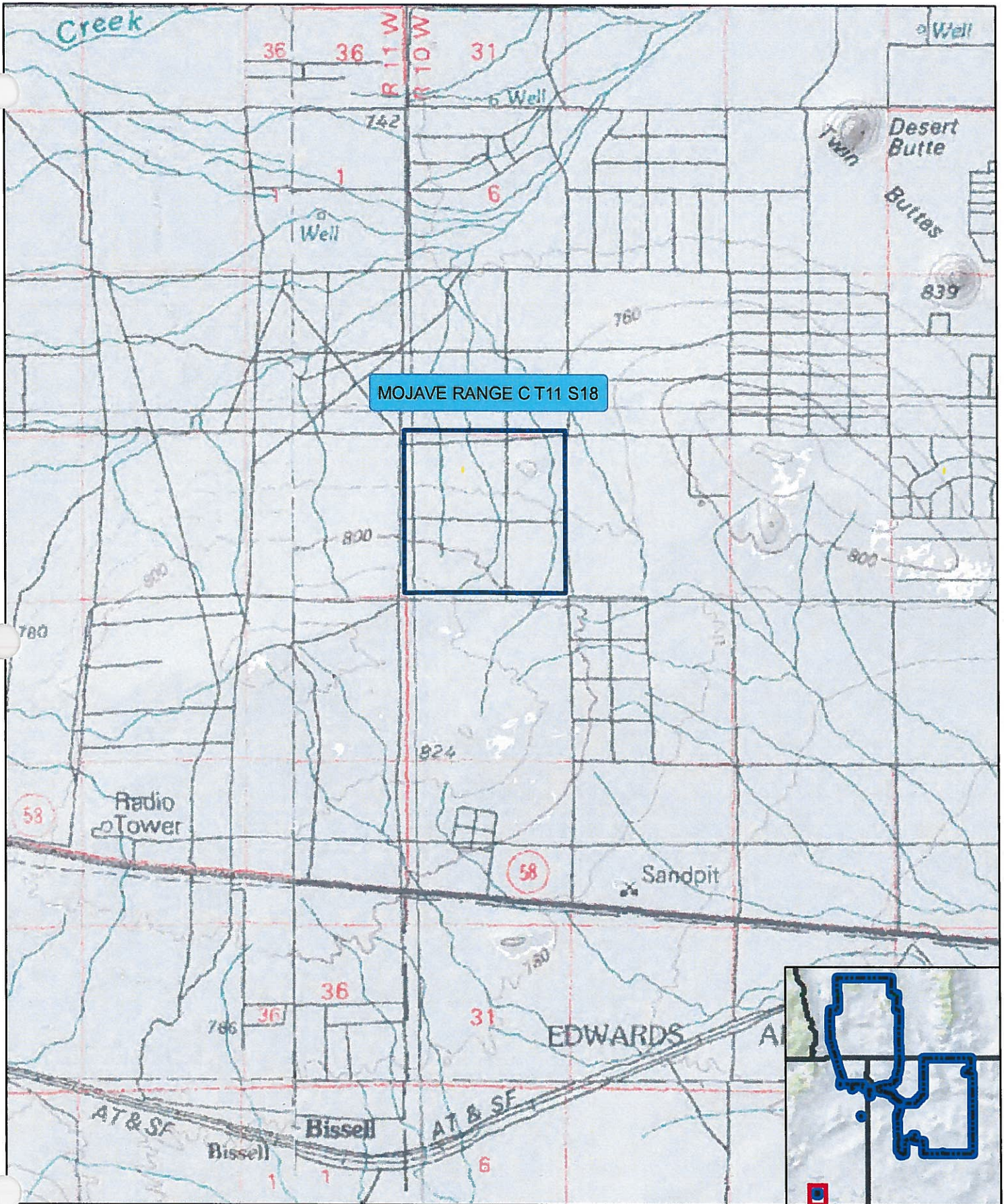


1 inch = 2,000 feet

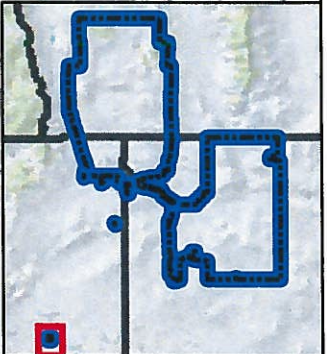


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MOJAVE RANGE C T11 S18



NAWS China Lake AOR
Mojave Range C T11 S18
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

Legend

 Installation Boundary
 County Boundary

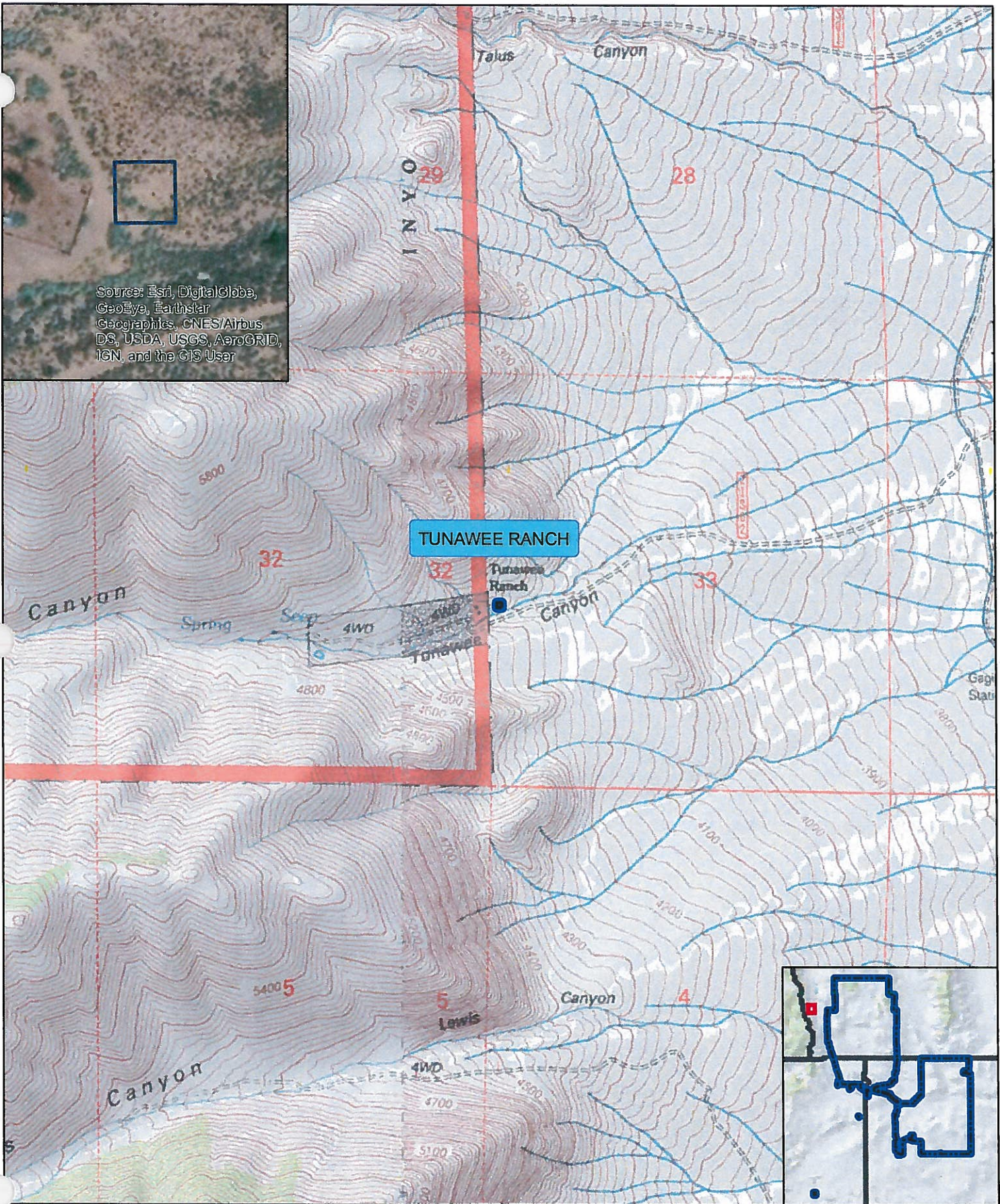


1 inch = 5,000 feet



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 DATE: JUNE 2020





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User

TUNAWEE RANCH



NAWS China Lake AOR
Tunawee Ranch
 NAVAL AIR WEAPONS STATION, CHINA LAKE
 DEPARTMENT OF NAVY

- Legend
-  Installation Boundary
 -  County Boundary



1 inch = 2,000 feet



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 DATE: JUNE 2020



[Letterhead]

CAPT Jeremy T. Vaughan
Commanding Officer
Naval Air Weapons Station China Lake
1 Administration Circle (MS 1003)
China Lake, CA 93555-6100

Dear Captain Vaughan:

SUBJECT: JURISDICTION CHANGE AT NAVAL AIR WEAPONS STATION CHINA
LAKE

I am writing in response to your letter requesting my support to change the jurisdictional status of Naval Air Weapons Station (NAWS) China Lake to concurrent legislative jurisdiction.

I fully support the proposal to upgrade the approximately 1,141,370 acres of proprietary jurisdiction of NAWS China Lake property to concurrent legislative jurisdiction.

Please do not hesitate to contact me if I can be of further assistance in this matter.

Sincerely,

[Title and Full Name]

CHAPTER 26

FEDERAL LEGISLATIVE JURISDICTION OVER NAVY
AND MARINE CORPS AREAS WITHIN STATES

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CHAPTER 26

FEDERAL LEGISLATIVE JURISDICTION OVER NAVAL AND MARINE CORPS AREAS WITHIN STATES

SECTION I - GENERAL

1. PURPOSE

This chapter sets forth the Department of the Navy (DON) policy, definitions, rules, general characteristics of Federal legislative jurisdiction and the procedures and responsibilities relating to the acquisition and retrocession of such jurisdiction over land areas within the United States that are under the control of the DON.

2. REFERENCES

- (a) [40 U.S.C. § 3112](#)
- (b) [10 U.S.C. § 2683](#)

3. DEPARTMENT OF THE NAVY POLICY CONCERNING THE ACQUISITION OF FEDERAL LEGISLATIVE JURISDICTION

The Department of the Navy (DON) policy governing Federal legislative jurisdiction over lands under its control in the United States is based upon the conclusions and recommendations of the Interdepartmental Committee for the Study of Jurisdiction over Federal Areas within the states, that the President directed be used as a guide by Federal administrators of real properties. Accordingly, it is the policy of the DON to acquire legislative jurisdiction over Federal real property only when the acquisition is essential to the proper performance of military functions, missions, and tasks on the property. When legislative jurisdiction is considered essential, the degree of jurisdiction sought should be limited to the minimum level of jurisdiction required. For example, if it is necessary for the Federal Government to furnish law enforcement service within a particular area, concurrent jurisdiction is all that would be required. Any attempt to obtain exclusive jurisdiction in that case should be avoided. If the state law in question makes no provision for concurrent jurisdiction, consideration should be given to seeking enactment of special legislation by the legislature of the state.

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4. DEFINITIONS/CATEGORIES OF FEDERAL LEGISLATIVE JURISDICTION

a. Legislative Jurisdiction as used in this chapter in connection with a land area means the power and authority of the Federal Government to legislate and to exercise executive and judicial powers within the area. When the Federal Government has legislative jurisdiction over a particular land area, it has the power and authority to enact, issue, and enforce general legislation within that area whether it chooses to do so or not.

(1) Categories of Legislative Jurisdiction. The Federal Government holds land under varying degrees of legislative jurisdiction. These fall into four distinct types. Each type indicates a different division of authority between the Federal Government and the state Government to exercise the legislative and governmental power within that area. The types are defined as:

(a) Exclusive Legislative Jurisdiction. This term is applied when the Federal Government possesses, by whatever method acquired, all of the authority of the state, in which the state has not reserved to itself the right to exercise any of the authority concurrently with the United States, except the right to serve civil or criminal process in the area for activities that occurred outside the area.

(b) Concurrent Legislative Jurisdiction. This term is applied in those instances where, in granting authority to the United States that would otherwise amount to exclusive legislative jurisdiction over an area, the state reserved to itself the right to exercise, concurrently with the United States, all aspects of the same authority.

(c) Partial Legislative Jurisdiction. This term is applied in those instances where the Federal Government has been granted certain aspects of the state's authority for exercise by the United States over an area in a state, but where the state has reserved to itself the right to exercise, by itself or concurrently with

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the United States, other authority constituting more than merely the right to serve civil or criminal process in the area as for example, the right to tax private property.

(d) Proprietarial Interest Only. This term is applied to those instances where the Federal Government has acquired some right or title to an area in a state but has not obtained any measure of the state's authority over the area. In applying this definition, recognition should be given to the fact that the United States, by virtue of its functions and authority under various provisions of the Constitution, has many powers and immunities not possessed by ordinary landholders regarding the area in which it acquired an interest. Further, all of the Federal Government's properties and functions are held or performed in a governmental, rather than a proprietary capacity.

5. BASIC CHARACTERISTICS OF THE SEVERAL CATEGORIES OF LEGISLATIVE JURISDICTION

a. Each of the four categories of Federal legislative jurisdiction has different legal characteristics as follows:

(1) Characteristics of Exclusive Legislative Jurisdiction. Only Congress has the authority to legislate for areas held under exclusive legislative jurisdiction and the Federal Government has the responsibility for law enforcement, civil and criminal. The state cannot enforce its laws and regulations in those areas except as it has reserved, and there is no obligation on the state or on any local subdivision to provide governmental services such as disposal of sewage, trash and garbage removal, road maintenance, and fire protection. In some states, residents in areas under exclusive legislative jurisdiction may be denied many of the important rights and privileges of a citizen of the state, such as access to state courts.

(2) Characteristics of Concurrent Legislative Jurisdiction. State and Federal laws are applicable in a concurrent legislative jurisdiction area. Most crimes fall under both Federal and state jurisdiction, and either the Federal or state Government, or both, may take jurisdiction over a given offense committed in the area. The state, subject to the exemption of the Federal Government, retains

[\(RETURN TO CHAPTER INDEX\)](#)

its right to tax. The regulatory powers of the state may be exercised in the area, but not in such a manner that will

interfere with Federal functions. Persons residing in areas under concurrent legislative jurisdiction are not denied important rights and privileges of citizenship such as the right to vote and to have access to state courts.

(3) Characteristics of Partial Legislative Jurisdiction. In an area of partial legislative jurisdiction, the right most commonly reserved by the state is the right to tax.

(a) Administration of the Federal area is the same as if it were under exclusive Federal Jurisdiction for those state powers granted to the Federal Government without reservation. Those powers may be exercised only by the Federal Government.

(b) For those powers granted to the Federal Government with a reservation by the state to exercise the same powers concurrently, administration of the area is exercised as though it was under concurrent legislative jurisdiction.

(c) For powers reserved by the state for exercise only by itself, administration of the area is exercised the same as if the United States had no jurisdiction whatever.

(4) Characteristics of Proprietary Interest Only. The state retains all of the civil and criminal legislative jurisdiction over the Federal area that it would have if a private individual rather than the United States owned the land. The Federal Government has no legislative jurisdiction over lands it holds in a proprietary interest only, but has the same rights in those lands as any other landowner. However, a right exists in the Federal Government to perform the functions delegated to it by the Constitution without interference from any source. Additionally, the state may not impose its regulatory power directly upon the Federal Government, and may not tax Federal land. The state may not regulate the actions of the residents of the land in any way that might constitute interference with the performance of a Federal function. Persons residing on the land remain residents of the state with all of the rights, privileges, and obligations that attach to residency.

Regardless of the legislative jurisdictional status of the property concerned, the United States may exercise in all places (Federally owned or not) whatever jurisdiction is essential to the performance of its constitutional functions without interference from any source. Thus, no state may exercise any authority that would in any way interfere with or restrict the United States in the use of its property or obstruct it in the exercise of any of the powers that the states have relinquished to the United States under the Constitution. One of the powers expressly surrendered by the states under the Constitution is the power "To provide and maintain a Navy." It follows that enforcement of a state law may not be permitted to interfere with any authorized naval functions.

SECTION II - ACQUISITION OF LEGISLATIVE JURISDICTION

7. HOW A STATE CEDES LEGISLATIVE JURISDICTION TO THE UNITED STATES

a. The Federal Government cannot acquire legislative jurisdiction over any areas within the boundaries of a state solely by unilateral action. Assent by the state and acceptance by the Federal Government are essential elements to the transfer of legislative jurisdiction to the Federal Government.

(1) State Assent to Transfer of Jurisdiction. The general method by which states have assented to the transfer of legislative jurisdiction to the Federal Government is by statutory enactment. State statutes provide for transfer of ("ceding") varying degrees of legislative jurisdiction.

(2) Acceptance of Legislative Jurisdiction by the Federal Government. [Reference \(a\)](#) states that "When the head of a department, agency, or independent establishment of the Government, or other authorized officer of the department, agency, or independent establishment, considers it desirable, that individual may accept or secure, from the State in which land or an interest in land that is under the immediate jurisdiction, custody, or control of the individual is situated, consent to, or cession of, any jurisdiction over the land or interest not previously

26.5

[\(RETURN TO CHAPTER INDEX\)](#)

obtained. The individual shall indicate acceptance of

jurisdiction on behalf of the Government by filing a notice of acceptance with the Governor of the State or in another manner prescribed by the laws of the State where the land is situated."

8. PROCEDURE FOR ACQUISITION OF LEGISLATIVE JURISDICTION

a. Matters involving legislative jurisdiction over Navy and Marine Corps areas normally originate with the Commanding Officer of the installation. Final determination of the necessity of legislative jurisdiction and the degree of jurisdiction to be sought will be made by the Assistant Secretary of the Navy (Energy, Installations and Environment (ASN)(EI&E)) based on appropriate background information and recommendation by the Commander, Naval Facilities Engineering Command (COMNAVFACENGCOM). Therefore, each request for acquisition of legislative jurisdiction should be reviewed under DON policy and forwarded to COMNAVFACENGCOM via the following addressees for comment and recommendations:

- (1) cognizant Facilities Engineering Command (FEC)
- (2) Naval District Commandant
- (3) Cognizant Commander through Echelon Two
- (4) The Chief of Naval Operations (CNO) or the Commandant of the Marine Corps (CMC), as appropriate.

b. COMNAVFACENGCOM will review the request and forward comments and recommendations together with appropriate background information to ASN(EI&E) through the Deputy Assistant Secretary of the Navy (Installations and Facilities). Upon approval of a request by ASN(EI&E), COMNAVFACENGCOM will prepare an appropriate notice of acceptance of jurisdiction and take any other action to comply with the laws of the state.

9. INFORMATION TO DELIVER WITH REQUEST FOR ACQUISITION OF JURISDICTION

a. Each request to ASN(EI&E) for acquisition of legislative jurisdiction should include, but need not be
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limited to, the following:

(1) The present jurisdictional status of the area over which it is proposed to acquire legislative jurisdiction.

(2) An outline of the circumstances that make it necessary to acquire legislative jurisdiction.

(3) The degree of legislative jurisdiction considered necessary and a full justification for it in light of DON policy.

(4) Whether the degree of legislative jurisdiction considered necessary is available under the laws of the state. (If the laws of the state do not offer concurrent jurisdiction, recommendation should be made concerning enactment of special legislation by the legislature of the state.)

(5) The estate held by the United States in the area, how and when acquired, and an accurate legal description of the area over which it is proposed to acquire legislative jurisdiction.

(6) A letter from the local U.S. Attorney stating his/her position on the proposed change in jurisdiction, which includes a statement that the proposed change in jurisdiction has been coordinated with the Director, Office of Enforcement Operations, Criminal Division, Department of Justice, who concurs with the recommendation.

(a) When the letter is sent to the local U.S. Attorney asking for his/her position on the proposed change, a letter should also be sent to the Director, Office of Enforcement Operations, Criminal Division, Department of Justice, requesting his/her coordination with the local U.S. Attorney.

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(7) A letter from the local governmental entity that will be rendering services to the property, concurring with the proposed change in jurisdiction.

SECTION III - LEGISLATIVE JURISDICTION

10. ADJUSTMENTS/RELINQUISHMENTS
ADJUSTMENTS IN JURISDICTIONAL STATUS

a. The Report of the Inter-Departmental Committee considered that a major and immediate need existed to adjust the legislative jurisdictional status of many Federal installations to facilitate:

- (1) Better Federal-state relations;
- (2) More efficient management of Federal installations;
- (3) Clarification of the rights of residents residing in those areas; and
- (4) Legalization of major acts occurring in these areas that are currently of an extra-legal nature.

b. However, the Inter-Departmental Committee noted that without special legislation enacted on a case-by-case basis, neither Federal nor state statutory authority was available that would permit the adjustment of jurisdictional status of land previously acquired. For this reason, the Inter-Departmental Committee recommended enactment of both Federal and state statutes that would authorize the appropriate officials of the state and Federal Government to proceed with the needed adjustments. The second principal Committee conclusion stated:

(1) "With respect to the large bulk of federally owned or operated real property in the several States . . . it is desirable that the Federal Government not receive, or retain, any measure whatever of legislative jurisdiction, but that it hold the installations and areas in a proprietorial interest status only, with legislative jurisdiction remaining in the several States."

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c. It was the view of the Committee that the most immediate need was to make provision for the retrocession of unnecessary jurisdiction to the states.

d. Subsection (a) of [reference \(b\)](#) relates to retrocession of legislative jurisdiction and reads "Notwithstanding any other provision of law, the Secretary of a military department may, whenever he considers it

desirable, relinquish to a State, or to a Commonwealth, territory, or possession of the United States, all or part of the legislative jurisdiction of the United States over lands and interest under his control in the State, Commonwealth, territory, or possession. Relinquishment of legislative jurisdiction under this section may be accomplished (1) by filing with the Governor (or, if none exists, with the chief executive officer) of the State, Commonwealth, territory, or possession concerned a notice of relinquishment to take effect upon acceptance thereof, or (2) as the laws of the State, Commonwealth, Territory, or possession may otherwise provide."

11. PROCEDURE FOR RETROCESSION OF LEGISLATIVE JURISDICTION

a. Each request to ASN(EI&E) for the retrocession of legislative jurisdiction by DON should be processed according to [paragraph 8](#) and should include, but need not be limited to, the following:

(1) The present jurisdictional status of the area over which it is proposed to retrocede legislative jurisdiction to the state.

(2) An outline of the circumstances that make it desirable to relinquish legislative jurisdiction.

(3) The degree of legislative jurisdiction considered necessary and full justification for it in light of DON policy.

(4) Whether the state acceptance of retrocession of Federal legislative jurisdiction will require an act of the state legislature. (If the laws of the state does not allow for state acceptance of Federal legislative jurisdiction, recommendation should be made concerning enactment of special legislation by the legislature of
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the State concerned.)

(5) The estate held by the United States in the area, how and when acquired, and an accurate legal description of the area over which it is proposed to retrocede legislative jurisdiction.

(6) A letter from the local U.S. Attorney stating his/her position on the proposed change in jurisdiction,

which includes a statement that the proposed change in jurisdiction has been coordinated with the Director, Office of Enforcement Operations, Criminal Division, Department of Justice, who concurs with the recommendation. When this letter is sent, also send a letter to the Director, Office of Enforcement Operations, Criminal Division, Department of Justice, requesting his/her coordination with the local U.S. Attorney.

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County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Clint Quilter

SUBJECT: Letter Supporting the Emergency Wildfire and Public Safety Act of 2020

RECOMMENDED ACTION:

Request Board consider and approve a letter expressing support for the Emergency Wildfire and Public Safety Act of 2020, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Inyo County has continually advocated for a commonsense approach toward reducing the effects and severity of wildfires that have plagued California over the past decade. Senator Dianne Feinstein has introduced the Emergency Wildfire and Safety Act of 2020. This bill would work to accomplish this objective by reducing wildfire risk in federal forests, involving the private sector in addressing dead and dying trees, improving best practices for addressing wildfire, and creating more resilient communities and energy grids (see attached summary document).

Staff has drafted a letter to Senator Feinstein expressing Inyo County's support for the bill, the goals of which are consistent with your Board's stated legislative priorities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

See attached analysis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request revisions to the letter, or opt to not approve it.

OTHER AGENCY INVOLVEMENT:

Rural County Representatives of California

FINANCING:

N/A

ATTACHMENTS:

1. Letter: Emergency Wildfire and Public Safety Act of 2020
2. Emergency Wildfire and Public Safety Act Summary
3. Emergency Wildfire and Public Safety Act Section-by-Section

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 9/3/2020
Final Approval - 9/3/2020



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

September 8, 2020

The Honorable Dianne Feinstein
Member, United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

RE: The Emergency Wildfire and Public Safety Act of 2020 - SUPPORT

Dear Senator Feinstein:

On behalf of the Inyo County Board of Supervisors, I am writing to offer our support for The Emergency Wildfire and Public Safety Act of 2020. Thank you for introducing such important legislation. Inyo County has continually advocated for a commonsense approach toward reducing the effects and severity of wildfires that have plagued California over the past decade. This bill would work to accomplish this objective by reducing wildfire risk in federal forests, involving the private sector in addressing dead and dying trees, improving best practices for addressing wildfire, and creating more resilient communities and energy grids. Inyo County is the second-largest county in California at over 10,000 square miles. It welcomes millions of tourists throughout the year from all over the globe who are seeking to recreate and sight-see in the county's famously rugged and scenic landscape – much of which is located on land managed by the U.S. Forest Service.

As you know, California has encountered unprecedented wildfire activity over the past decade. The State's rural counties, which contain more than 70 percent of the state's forested lands, have historically suffered the vast majority of these fires. In fact, right now, there are at least 18 major wildfires burning across the state, from Lassen County in the north to Tulare County toward the south. Almost 2 million acres – an area larger than the state of Delaware – have been scorched, lives have been lost, homes and businesses destroyed, and firefighters injured. The majority of fires are burning in Federal Responsibility Areas. In the past two decades, the U.S. Forest Service has been forced to shift away from fire prevention and forest health activities to focus more and more of their limited resources on fire suppression. Ultimately, this system has created a large backlog of needed prevention and forest health projects that have gone, and continue to go, unfunded.

Through coordination with initiatives such as the Golden State Natural Resources, this legislation will help alleviate and offset some of the costs associated with forest management and aid California in reducing its carbon emissions by encouraging utilization and sequestration of woody byproducts that currently are being piled and burned or otherwise left to contribute to the state's greenhouse gas inventory. The legislation will also ultimately serve to help California with its long-term fuels treatment goals, which is desperately needed to reduce the frequency and severity of catastrophic wildfires that have become a normal occurrence throughout the state.

The Honorable Dianne Feinstein
September 8, 2020
The Emergency Wildfire and Public Safety Act of 2020
Page 2

Inyo County is pleased to lend its support to the Emergency Wildfire and Public Safety Act of 2020 as a means to address California's continued fuels backlog on federal lands. If you should have any questions, please do not hesitate to contact me at mkingsley@inyocounty.us.

Respectfully,

Matthew Kingsley, Chairperson
Inyo County Board of Supervisors

cc: Senator Kamala Harris
Congressman Paul Cook
Rural County Representatives of California

The Emergency Wildfire and Public Safety Act of 2020

What the bill would do: Protect communities by reducing wildfire risk in federal forests, getting the private sector more involved in addressing dead and dying trees, improving best practices for addressing wildfire, and creating more resilient communities and energy grids.

1. Reducing wildfire risk in federal forests

- The bill would authorize the Forest Service to undertake three priority wildfire mitigation projects that would be limited to 75,000 acres in size, and the federal government would be authorized to carry out expedited activities to protect lives and property from wildfires, such as the installation of fuel breaks, clearing dead and dying trees, and controlled burning.
- The bill includes a technical fix to ensure that the Forest Service consults with the Fish and Wildlife Service when new public peer-reviewed research demonstrates potential harm to threatened or endangered species.
- The bill would allow for expedited environmental reviews regarding the installation of fuel breaks near existing roads, trails, transmission lines and pipelines.
- The bill would codify an existing administrative practice that allows the Forest Service to expedite hazardous fuel removal projects in emergency situations where it is immediately necessary to protect life, property, or natural and cultural resources.

2. Getting the private sector more involved in addressing dead and dying trees

- The bill would establish a new \$100 million biomass infrastructure program. This would provide grant funding to build biomass facilities near forests that are at risk of wildfire and to offset the cost of transporting dead and dying trees out of high-hazard fire zones.
- The bill would lift the current export ban on unprocessed timber from federal lands in the west for trees that are dead, dying, or if there is no demand in the United States.

3. Improving best practices for addressing wildfire

- The bill would expedite permitting for the installation of wildfire detection equipment (such as sensors, cameras, and other relevant equipment) and expand the use of satellite data to assist wildfire response.
- The bill would allow FEMA hazard mitigation funding to be used for the installation of fire-resistant wires and infrastructure and for the undergrounding of wires.
- Given the generational shortage of workers in the forest management field, the bill would authorize a new workforce development program to assist in developing a career training pipeline for forestry workers.
- The bill would establish a new Prescribed Fire Center to coordinate research and training of foresters and forest managers in the latest methods and innovations in prescribed fire practices to reduce the likelihood of catastrophic fires and improve the health of forests.

4. Creating more resilient communities and energy grids

- The bill would expand the Energy Department's weatherization program to allow for the retrofit of homes to make them more resilient to wildfire through the use of fire-resistant building materials and other methods.
- The bill would establish a new \$100 million grant program to assist critical facilities like hospitals and police stations become more energy efficient and better adapted to function during power shutoffs. The new program would also provide funding for the expanded use of distributed energy systems, including microgrids.

The Emergency Wildfire and Public Safety Act of 2020
Section-by-Section
August 2020

Section 101 – Three new landscape-level, collaborative wildfire risk reduction projects:

- Requires the Forest Service to conduct three landscape-level, collaborative wildfire risk reduction projects in the West proposed by a Governor. Projects would be subject to a streamlined environmental review process and certain litigation protections.
- Applies Section 106 of the *Healthy Forests Restoration Act*, which establishes injunction timelines and requires courts when considering a motion for an injunction to examine the “balance of harms” comparing the impacts of the project with the impacts of not doing the project.
 - Authorizes the Forest Service to only analyze the proposed action, no action, and one alternative action when conducting the environmental review.
 - Requires plaintiffs to show they are “likely to succeed on the merits” in order for courts to enjoin projects.
- *Background:* Montana and California experience the largest number of lawsuits against forest management projects, many of which are the product of a collaborative process. In both states, dozens of projects are encumbered by litigation or the mere threat of litigation. This section would establish three pilot projects that would be allowed to proceed through expedited environmental and judicial processes when they are developed collaboratively, have a clear objective of reducing wildfire risk, and are limited to specified acres and activities. Courts have sometimes used a lower threshold “serious question” test, which would be replaced under this provision for these three pilot projects with a “likely to succeed on the merits” standard. Other litigation provisions are based on current judicial review standards or the litigation provisions included in the *Healthy Forests Restoration Act*.

Section 102 – Encourages the Forest Service and the Department of the Interior to increase the use of wildfire detection equipment.

- Directs the Department of the Interior and the Department of Agriculture to expedite the placement of wildfire detection equipment such as sensors and cameras and expand the use of satellite data to assist wildfire response.
- *Background:* Early detection of a wildfire can allow land managers to respond more quickly to wildfires and prevent fires from growing out of control, destroying life and property. Leveraging early detection equipment is especially valuable in rural areas.

Section 103 – Wildfire risk reduction activities near existing roads, trails, and transmission lines

- Establishes a new 3,000-acre categorical exclusion to accelerate management near existing roads, trails, and transmission lines.
- *Background:* According to the Pacific Biodiversity Institute, nearly 90% of wildfires begin within a half-mile of a Forest Service road. This new tool would make it easier for the Forest Service to prioritize management of these areas as part of the effort to mitigate wildfire risks. The 2018 Camp Fire, which killed eighty-six people in Paradise, CA, was caused by electrical transmission lines, according to Cal Fire.

Section 104 - Accelerating Post-Fire restoration and reforestation

- Establishes a new statutory tool to accelerate post-fire restoration and reforestation work on Forest Service land. Based largely on the Forest Service’s existing Emergency Situation Determination authority, this provision specifies that the agency must do environmental analysis only on the proposed post-fire project and the scenario of not doing any project, so long as the treatment area is not larger than 10,000 acres.
- Further, while retaining scoping requirements, the provision establishes that the Forest Service is not required to go through the objections process for the Emergency Situation Determination projects. Lastly, the provision establishes that the Forest Service’s decision to make an Emergency Situation Determination is not subject to the administrative process.
- *Background:* Under 36 CFR § 218.21 the Chief and Associate Chief of Forest Service are authorized to make the determination that an emergency situation exists, which is defined as a “situation on National Forest System (NFS) lands for which immediate implementation of a decision is necessary to achieve one or more of the following: Relief from hazards threatening human health and safety; mitigation of threats to natural resources on NFS or adjacent lands; avoiding a loss of commodity value sufficient to jeopardize the agency's ability to accomplish project objectives directly related to resource protection or restoration.” Under the existing regulatory authority, the decision to make an Emergency Situation Determination is not subject to administrative review, and the proposed action (project) is not subject to the pre-decisional objection process.

Section 105 - Codifying “New Information”

- Specifies that the Forest Service is not required to reinitiate plan-level consultation with the U.S. Fish and Wildlife Service following the finding of “new information” related to a listed species unless the “new information” is publicly available, peer-reviewed, and consistent with longstanding federal guidelines for scientific information. Allows for the agency to conduct informal, formal, or no consultation as appropriate and allows projects to continue during plan-level consultation.
- *Background:* In 2015, the Ninth Circuit ruled in *Cottonwood Environmental Law Center v. United States Forest Service* that the Forest Service needed to reinitiate consultation with U.S. Fish and Wildlife Service at the programmatic (plan) level following the 2009 designation of critical habitat for the Canada lynx. The Obama Administration believed

the *Cottonwood* decision had the “potential to cripple” federal land management decision and would impose a “substantial burden” on federal agencies—all without conservation benefit. After the Supreme Court denied the Department of Justice’s writ of certiorari petition, Congress enacted legislation in 2018 establishing that plan-level re-consultation is not required following the listing of a species or designation of critical habitat so long as the relevant Forest Plan is not older than fifteen years. The provision allowed for the plan-level re-consultation to be completed within five years of enactment or the listing of a species, whichever occurred later, in instances where the relevant Forest Plan is older than fifteen years. The 2018 legislation left unaddressed a third trigger for consultation under the *Endangered Species Act*: the finding of “new information,” which this bill would address. According to the Forest Service, new information continues to be a significant litigation issue for Forest Service activities. Since January 2016, there have been eighteen lawsuits involving *Endangered Species Act* “new information” claims in six states. In the same time period, the Forest Service received at least thirty-two notices of intent to sue raising *Endangered Species Act* “new information” as an issue on land management decisions.

Section 106 – Hazard Mitigation Using Disaster Assistance

- Allows FEMA hazard mitigation grant funding to be used to install fire-resistant wires and infrastructure as well as for the undergrounding of wires.
- *Background:* Investing in mitigation can reduce long-term costs, allowing more work to be done on the front end will ultimately reduce risk. Wildfire is a major source of natural disasters in the West, and wildfire mitigation activities should be eligible for the existing FEMA program to address hazard mitigation.

Section 201 – Biomass Energy Infrastructure Program

- Establishes a new Department of Energy grant program to facilitate the removal of biomass from National Forest areas that are at high risk of wildfire and to transport that biomass to conversion facilities.
- Biomass conversion facilities located within areas of economic need and seek to remove dead or dying trees are prioritized. Grants are limited to \$750,000.
- *Background:* The use of biomass can reduce wildfire risk by removing hazardous trees that have little commercial value, provide more distributed energy, and also provide support for rural communities through jobs in biomass energy.

Section 301 – California Exemption to Prohibition on Export of Unprocessed Timber

- Allows the export of unprocessed in timber of dead and dying trees in California. The exemption only applies after domestic mills have refused the unprocessed timber.
- *Background:* Much of the timber in California and other Western states have little commercial value in the United States yet poses significant wildfire risk. This section would increase the possible commercial markets for this timber in order to incentivize removal of this hazardous timber.

Section 401 – Innovative Forest Workforce Development Program

- Creates a competitive grant program to provide funds to non-profits, educational institutions, and state agencies to assist in the development of activities relating to workforce development in the forestry sector. Funds can be used for education, training, skills development, and education.
- *Background:* Forest management is facing a generational attrition issue. Jobs in the forestry sector can provide benefits to rural communities while simultaneously helping to reduce wildfire risk.

Section 403 – Western Prescribed Fire Center

- Establishes a Prescribed Fire Center in the West to train individuals in prescribed fire methods and other methods relevant to the mitigation of wildfire risk.
- *Background:* Restoring fire to the landscape is one of the tools that has been known to successfully reduce wildfire risk. Increasing the use of this practice has demonstrated success in various regions in the United States as well as in other countries. Training personnel in this practice could have an enormous impact on reducing wildfire risk in the Western United States.

Section 403 – Retrofits for Fire-Resilient Communities

- Amends the Weatherization Assistance program to make materials that are resistant to high heat and fire and dwellings that utilize fire-resistant materials and incorporate wildfire prevention and mitigation planning eligible for funds.
- Increases the level of available funding to \$13,000 and allows for increases with inflation.
- *Background:* Retrofits of homes to make them more fire resistant can reduce the risk to homeowners and residential structures. Given the threat of wildfire, fire-resistance activities should be eligible for the existing Weatherization Assistance program.

Section 404 – Critical Infrastructure and Microgrid Program

- Establishes a new Department of Energy grant program to improve the energy resilience, energy efficiency, and power needs of critical facilities.
- Prioritizes rural communities with access to on-site back-up power and installation of electrical switching gear.
- *Background:* Utility infrastructure has proven to be a significant wildfire risk, and the impact of large scale power shutoffs to prevent wildfires during high risk periods is substantial for communities. This section would authorize new funding to help assist communities and businesses mitigate these disruptions and create a more distributed energy system in high-risk areas to allow for more targeted prevention efforts.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Cathreen Richards

SUBJECT:

RECOMMENDED ACTION:

Request Board ratify and approve the contract with HELIX Environmental Planning for the provision of planning services for the SB2 affordable housing grant, including evaluations required by the California Environmental Quality Act, in an amount not to exceed \$151,500 for the period September 1, 2020 to February 28, 2022, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County is currently faced with a lack of "family-wage" and/or "affordable" housing choices. There are a number of factors that contribute to this issue including:

- A lack of available private property;
- Difficulties in the provision of infrastructure and services;
- No interest from builders to provide "family-wage" and/or "affordable" housing choices;
- State subdivision regulations that prohibit subdivision of areas outside Community Service District (Fire) Boundaries; and
- Outdated zoning.

For these reasons, and the necessity of the County preparing the mandatory 6th cycle Housing Element update, which requires a detailed list of properties appropriate and available for the various income categories of housing, grant funding was sought by staff. The results of the work completed under the SB2 grant will feed directly into the Housing Element update, which is due by October 2021.

Funding

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. This particular funding is directed at planning assistance that helps to achieve affordable housing goals. It was allocated by an over the counter, non-competitive means to all eligible jurisdictions in the State. The County submitted an application for this funding in September, 2019 and it was awarded in March 2020. Inyo County is considered a 'small county' with regard to the SB2 funding allocations, and therefore, was awarded \$160,000.

Staff advertised a Request for Proposals (RFP) on professional organizations' websites and to consulting firms (based on a prior advertisement for statements of qualifications (SOQs) from consulting firms) to provide services for the development of a 'Vacant Lands Inventory and Residential and Commercial Properties Review for Possible Rezoning to Encourage Affordable Housing'. This includes a public outreach component and any

evaluations required by the California Environmental Quality Act. Staff received one proposal from HELIX Environmental Planning. This was not only the only proposal, but also a very good one. The Planning Department has had quite a bit of very positive experience working with HELIX on other projects. Planning and HELIX staffs have negotiated contract terms that meet both the County's HCD's contract requirements. Both parties have agreed to the language included in the attached contract and agree that the Statement of Work can be completed within the budgetary and scheduling requirements.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Do not approve the contract and direct staff to develop the 'Vacant Lands Inventory and Residential and Commercial Properties Review for Possible Rezoning to Encourage Affordable Housing' and conduct the public outreach and CEQA reviews in house. Staff does not have the same level of technical expertise as HELIX. This could cause the project to take longer than the timeframe needed to complete the Housing Element in time.
- Direct staff to renegotiate the contract. Staff has worked with HELIX to arrive at mutually agreeable contract provisions that also meets the HCD's contract requirements. Additional negotiations could be time consuming and may not be productive.
- Direct staff to reissue an RFP for consultant services. Such an action would take several months, could pose logistical and financial challenges, and may not produce acceptable results.

OTHER AGENCY INVOLVEMENT:

- The California Department of Housing and Community Development
- Local Tribes and stakeholders and non-governmental organizations
- Inyo County Department of Health and Human Services
- Inyo County Environmental Health Department
- Inyo County Public Works Department
- Local Fire Protection Districts
- Local Community Service Districts

FINANCING:

HELIX Environmental will be paid by Planning (023800), Professional & Special Services (5265). Planning will be reimbursed by the HCD pursuant to the HCD and County of Inyo Contract #19-PGP-13356, dated March 17, 2020. Expenses and revenues were included in the FY 2020-2021 Requested Planning Budget.

ATTACHMENTS:

1. HELIX Contract

APPROVALS:

Cathreen Richards	Created/Initiated - 8/27/2020
Darcy Ellis	Approved - 9/2/2020
Cathreen Richards	Approved - 9/2/2020
Sue Dishion	Approved - 9/2/2020
Marshall Rudolph	Approved - 9/3/2020
Amy Shepherd	Final Approval - 9/3/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of HELIX Environmental Planning, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from September 1, 2020 to February 28, 2022 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ \$151,500 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
<u>Planning Department</u>	Department
<u>PO Drawer L</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>HELIX Enviromental Planning, Inc.</u>	Name
<u>11 Natoma Street, Suite 155</u>	Address
<u>Folsom, CA 95630</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: 
Signature
Michael Schwerin, CEO

Print or Type Name

Dated: _____

Dated: July 22, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.**

FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: September 1, 2020

TO: February 28, 2022

SCOPE OF WORK:

Please see Attachment: Scope of Work (SOW).

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: September 1, 2020

TO: February 28, 2022

SCHEDULE OF FEES:

Inyo County will pay HELIX Environmental Planning, Inc., through a SB2 grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$151,500. The County will pay HELIX Environmental Planning, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from HELIX Environmental Planning Inc. will meet HCD's requirements as found in the SOW included in Agreement #19PGP-13356 (Attached).

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by HELIX Environmental Planning, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$151,500 total cost of the contracted work and only for tasks included in the SOW.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: September 1, 2020

TO: February 28, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

HELIX Environmental Planning Inc. will be compensated only for expenses incurred while performing tasks specified in the Approved Scope of Work (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the \$151,500 total cost of the contracted work and only tasks included in the SOW will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.**
FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: September 1, 2020 **TO:** February 28, 2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment - SOW

- Reliable informational organization and a clear hierarchy to facilitate document understanding and review;
- A look, feel, and voice that convey the County's commitment to innovation, service, and transparency;
- A strong portrayal of visual information to communicate existing conditions/environmental setting concepts;
- Easy-to-understand tables and other visuals to increase the accessibility of complex modeling or resource-related information; and
- Consistent mapping gestures and colors to clarify spatial concepts.

In order to ensure further document quality, the following steps will be conducted internally:

1. Technical sections of the environmental document and technical studies are reviewed by the team's senior staff member associated with the topic for technical accuracy and completeness.
2. After technical sections and studies are approved by the team's senior staff member, they are reviewed by the project management team for accuracy in addressing the specifics of the project, meeting client expectations and compliance with the scope of work.
3. After project management team review, technical sections and studies are reviewed by the HELIX Principal-in-Charge, who reviews for adequacy associated with current CEQA case law and as a set of "clean eyes" since this individual is not directly working on the project.
4. Final review consists of our technical editor, who checks for consistency in use of terms, facts, references, grammar, spelling, and document format.

1.3 Scope of Work

Task 1. Vacant Lands Inventory and Infill Development Opportunities Analysis

HELIX will support the County in analyzing geospatial and tabular data of vacant lands and under-utilized residential/commercial properties using County-derived GIS data to identify opportunities to promote increased residential density (and, ultimately, housing affordability). The inventory, primarily compiled by the County, will focus on vacant land parcels, including General Plan designated Open Space and potential commercial infill areas, primarily located along the U.S. Highway 395 corridor. Parameters of consideration will be determined in coordination with County staff but will likely include, but not be limited to: parcel size; adjacency to public transportation and other public services; current zoning and land use designation; infill opportunities located within commercial zones; and opportunities/constraints for accessory dwelling units (ADU) promotion. Once the parameters have been determined and the results derived, HELIX will create a geodatabase of the resulting properties/parcels/zones. This tabular and geospatial information will be compiled in a format suitable for presentation during the community engagement component, outlined below. HELIX has allocated approximately 42 hours of professional staff time in support of Task 1.

Deliverables: GIS analysis in shapefile format.

Task 2. Community Engagement Campaign and Notice of Preparation

Inyo County is home to a diverse public. Engaging the community about the proposed action will require an open and transparent process that provides room for disparate opinions and robust discussions between County staff (with support from HELIX) and local residents. Following the development of the vacant lands inventory and infill development opportunities (Task 1), HELIX will assist the County with conducting a

community engagement campaign to elicit feedback and comments from County residents concerning the proposed action. HELIX will staff and facilitate two (2) public outreach meetings (also to be identified as public scoping meetings under CEQA). Concurrent with the community engagement campaign will be preparation and release of a CEQA Notice of Preparation (NOP) document to be prepared per CEQA Guidelines Section 15082. The NOP will alert the Office of Planning and Research (OPR), public agencies, and other stakeholders that an EIR will be prepared. HELIX will distribute the required number of NOP copies to the OPR; the County shall be responsible for distribution of the same to local residents, as necessary.

In support of the community engagement campaign and the NOP, HELIX will:

- Present the vacant lands inventory and infill development opportunities analysis at two (2) public scoping meeting to engage a broad cross-section of the community. HELIX team participants will include Mr. Edgerton (facilitator) and Ms. Owing (recorder).
- Prepare and submit a summary public scoping memo of public input.

HELIX will collect written and verbal comments during the public meetings and prepare a scoping report for County consideration and use during development of the CEQA document and GPA. The contributions made by community members will be essential to refining technical information gathered in the preliminary stages of the project. Stakeholder input gathered through facilitated public workshops will be seriously considered and directly integrated into the EIR Project Description during this iterative process. Upon completion of the public scoping meetings, the HELIX team will prepare a summary memorandum based on informal notes and feedback from the meetings for submission to the County. HELIX has allocated approximately 72 hours of staff time in support of Task 2.

Deliverables: Notice of Preparation; Agenda and Presentation Materials for Public Scoping Meetings; Public Scoping Meeting Summary Report (notes).

Task 3. Stand-Alone Technical Studies

HELIX's in-house technical experts in the following service areas shall conduct records searches, database searches, and/or pedestrian surveys upon vacant lands and commercial infill development areas (identified under Task 1) prior to or concurrent with CEQA document preparation. For environmental topic areas not specifically identified as a stand-alone technical study outlined below, HELIX assumes that qualitative assessment will be used as outlined in Task 4 (EIR).

Air Quality/Greenhouse Gas Emissions

HELIX will complete air quality and greenhouse gas (GHG) emissions technical analyses in accordance with the requirements of the County and CEQA. HELIX will coordinate with the County to develop a hypothetical (but conservative) construction and development scenario for the proposed project and then model the scenario to develop the analysis. The analysis will include combustion emissions related to heavy-duty equipment operations, fugitive emissions related to site preparation and earth-moving activities, and mobile source emissions related to worker and truck trips. We assume that cut estimates will be balanced on the project sites; export trips are not envisioned.

Emissions may be estimated using a combination of models to include the California Air Resources Board (CARB) EMFAC and OFFROAD emission inventory models and CalEEMod, along with project-specific information developed in coordination with the County. If the project-specific construction equipment and schedule are not available, a generalized schedule and equipment mix will be used based on the acreage and

dwelling unit count of the proposed project. Maximum daily criteria pollutant emissions will be evaluated and compared to the Great Basin Unified Air Pollution Control District (GBUAPCD) State Implementation Plan (2016). In the event that emissions exceed thresholds, mitigation measures will be identified to reduce impacts.

HELIX will also quantify operational emissions associated with average daily trips based upon proposed land use trip generation rates derived from the Institute of Transportation Engineers (ITE) manual, 9th Edition. Maximum daily and annual average criteria pollutant emissions will be evaluated and compared to the GBUAPCD State Implementation Plan. It is expected that a screening calculation will demonstrate that the proposed project would not cause severe congestion at major intersection(s) resulting in a local carbon monoxide (CO) "hotspot." No dispersion modeling is included in this scope for CO analysis.

The air quality analysis will include qualitative discussions of toxic air pollutant impacts from construction equipment diesel particulate emissions. HELIX will conduct a consistency analysis to determine if the proposed project conforms to the GBUAPCD's general conformity regulations.

HELIX will quantify, to the extent practicable, direct and indirect GHG emissions associated with project construction and operation. The analysis will follow the current CEQA Guidelines for addressing global climate change in CEQA documents and will address the CEQA significance thresholds outlined in the current CEQA Guidelines. The analysis will include quantification of GHG emissions, as well as an evaluation of potential global climate change impacts based on current GBUAPCD guidance.

Deliverables: Air Quality and GHG analyses in letter report format.

Biological Resources Evaluation

HELIX will prepare a Biological Resources Evaluation (BRE) to support CEQA documentation for the proposed project. Studies conducted in support of the BRE will consist of a desktop review, a general biological reconnaissance survey, a habitat assessment for potentially occurring sensitive species on the sites, and an analysis of potential impacts to biological resources, as well as proposed measures to reduce and/or avoid such impacts.

Literature Review, Database Search, and Field Preparation. HELIX will conduct a review of any existing pertinent information on biological resources (i.e., General Plan, CEQA documents for other projects in the vicinity, if available) and conduct an in-house database search for sensitive species known to occur within the property and vicinity. The in-house database search will include a query of the following agency lists of special-status species: U.S. Fish and Wildlife Service; California Natural Diversity Database; and the California Native Plant Society Rare Plant Database.

Vegetation Mapping and a General Botanical and Zoological Survey. HELIX will map vegetation and conduct a general botanical and zoological survey of the properties, including mapping the locations of sensitive species observed during the time of the survey (assumed to be spring 2020). Plant and animal species encountered on the sites will be identified to the taxonomic level possible at the time of the survey. The survey will include a habitat assessment for potentially occurring sensitive species but does not include protocol-level surveys for protected or candidate species should suitable habitat be present.

This task includes habitat level mapping of potential wetlands and other waters (i.e., drainages) on the sites for the purposes of CEQA analysis. A formal wetland delineation is not included. It is assumed that

potentially jurisdictional wetlands and other waters would be avoided by the proposed project and that a formal jurisdictional delineation would not be necessary to support CEQA analysis.

HELIX will prepare a BRE to describe the methods of the biological studies conducted (as described above), present the results of the literature review and fieldwork, provide mapping of biological habitats present on the properties, assess the potential for special-status species to occur on the properties or be impacted by the proposed project, identify regulatory issues related to the resources on the site, quantify acreages of special-status species or sensitive habitats on the property, quantify impacts to sensitive resources, and recommend avoidance and minimization measures and/or mitigation measures, if pertinent. This task assumes one round of minor revisions from the project team and analysis of one version of a site plan. Major or multiple revisions may require a contract augment.

Deliverables: Biological Resources Evaluation in letter report format.

Cultural Resources Evaluation

The proposed project requires a General Plan Amendment, which requires adherence to SB 18 tribal consultation. In addition, the proposed project is also subject to Assembly Bill (AB) 52 tribal consultation. Although these two consultation laws are similar in scope, they differ in practice and should be managed only by a qualified cultural resources practitioner. Consideration shall be given to Native American cultural resources to the full letter of the law, as outlined below.

Cultural Resources Record Search. HELIX will conduct a record's search at the Eastern Information Center (EIC) located at California State University, Riverside. The records search will include reviews of U.S. Geological Survey topographic maps where archaeological sites are mapped; Department of Parks and Recreation (DPR) archaeological site records; data from previous surveys and research reports; historic maps; the Historic Property Data File; the National Register of Historic Places; the California Register of Historic Resources; and listings of California Historical Landmarks and Points of Historical Interest. The records search will capture all documented cultural resources within 0.25-mile of the project parcels/properties. This proposal assumes that EIC fees will not exceed \$1,500.

Additionally, a letter will be sent to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File for Native American sites or resources that may be within or near the project parcels/properties. Using the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting additional information or concerns they may have about the proposed project. These letter requests are for informational purposes only and are not part of the AB 52 consultation process.

Cultural Resource Field Survey. HELIX archaeologists will conduct a preliminary pedestrian survey of the project area in order to characterize extant archaeological sites, artifacts, and/or structures more than 45 years old. The survey will consist of a pedestrian walk-over of areas where ground disturbance is proposed, including a suitable buffer, using standard 20-meter parallel transects.

HELIX assumes that no previously recorded or undocumented cultural resources will be encountered during the surveys. If cultural resources are identified within the project area, additional authorization may be required for field documentation and reporting.

Cultural Resources Inventory Report. A Cultural Resources Inventory Report, meeting the requirements of CEQA, will be prepared upon completion of the survey. The report will include brief historic and prehistoric background sections, the results of the records search and Native American outreach, cultural survey findings, and maps depicting the project area and all areas surveyed. The report will also include recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed project. The report will not address indirect impacts (e.g., visual impacts) to cultural resources located further than 0.25-mile from the project area.

Tribal Consultation Support. HELIX will assist in the administrative tasks associated with tribal notification, consultation, and documentation for SB 18 and AB 52 compliance. Working under the guidance and direction of County staff, HELIX will prepare tribal notification letters for transmittal by the County (on County letterhead) to the tribes; process formal tribal requests and scheduling for consultation with the County; coordinate with County staff during the various tribal notification periods; and compile the administrative record that documents SB 18 and AB 52 compliance. This proposal assumes that HELIX staff attendance at in-person consultation meetings with tribal or County representatives is unnecessary.

Deliverables: Cultural Resources Inventory Report in letter report format.

Noise Analysis

HELIX's acoustical specialists will access and review applicable local, state, and federal environmental regulations, including local noise ordinances, as part of a qualitative and quantitative assessment of noise impacts related to the project. HELIX will conduct a field inspection of the proposed project sites, document and photograph typical surrounding developments and land features, and measure current ambient traffic noise. HELIX will identify and consider applicable laws, ordinances, and regulations in advance of modeling the measured and future + project roadway transportation volumes to evaluate exterior transportation noise levels that would impact building façades and exterior-use areas. Modeling will use the Computer Aided Noise Abatement (CADNA) implementation of the Transportation Noise Model (TNM), version 2.5.

Off-site traffic noise impacts will be analyzed for the following conditions: Existing and Existing Plus Project. If the transportation noise levels exceed the Community Standards at proposed outdoor usable area(s), barrier locations and heights to obtain the required exterior use area noise levels may be recommended. Construction noise and vibration analysis will be provided qualitatively. HELIX will prepare a noise model of the planned new development, including project-derived noise sources. The results of the noise impact analysis will be presented in letter format.

Deliverables: Noise analysis in letter report format.

Geographic Information Systems

HELIX maintains a state-of-the-art GIS department that enables precision mapping for both project-specific and regional viewshed required by the proposed project. HELIX will employ a variety of software to provide cartographic and analytical output files in support of the EIR. HELIX will employ sub-meter accurate global positioning system (GPS) receivers to map cultural resources and sensitive biological resources present on the project parcels/sites. Data collection applications, such as Collector for ArcGIS, will be used to gather information in the field. The EIR will contain full color GIS shapefiles presenting geospatial information and analyses for consumption by EIR reviewers and decision-makers.

Deliverables: GIS shapefiles suitable for presentation/integration in the EIR.

Task 4. Environmental Impact Report

Administrative Draft Environmental Impact Report

The Administrative Draft Environmental Impact Report (ADEIR) will be a site-specific EIR that shall contain the requisite components of an EIR, including an Executive Summary, Introduction, and Project Description as outlined in the CEQA Guidelines Section 15168. The Project Description will discuss the goals and objectives and describe the major features of the project. In order to assure that the analysis accurately reflects all aspects of the proposed project, the HELIX team will work closely with the County in the early stages of the ADEIR.

Project Description

The EIR Project Description will be based on the information gathered during preparation of the vacant lands inventory and commercial infill development opportunities, as well as information generated during the community engagement campaign (Task 1). These data will be used to assist in development of the project's goals and objectives, as well as feed into development of the project alternatives. The Project Description will include a background section describing the goals of the SB 2 grant and the purpose of the proposed GPA.

Alternatives

After the Proposed Project has been defined, in consultation with County staff, we will consider feasible project alternatives. Alternatives would be based on County input, as well as stakeholder input (from Task 1) and will be developed based on the need to avoid or reduce the potentially significant impacts identified for the proposed project. We envision a total of three (3) alternatives, including the proposed project, the no project alternative, and an environmentally superior project alternative (assuming that the no project alternative would be identified as the environmentally superior alternative to the proposed project). Alternatives would be evaluated and presented in the EIR for public review and consideration by decision-makers. Note: if the environmentally superior project alternative were to be adopted by the County Board of Supervisors in lieu of the proposed project, no additional CEQA analysis would be required.

Cumulative Impact Analysis

An EIR must discuss cumulative impacts if the incremental effect of a project, combined with the effects of other projects is "cumulatively considerable." Such incremental effects are to be viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. Together, these projects comprise the cumulative scenario which forms the basis of the cumulative impact analysis. Both the severity of impacts and the likelihood of their occurrence are to be reflected in the discussion, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone.

For this project, we recommend working with the County to develop a list of past, present, and probable residential and/or commercial development projects while also looking at the development trends identified in the County planning documents. Large projects that have recently undergone environmental review would provide a useful starting point to identify individual projects both in Inyo County and potentially in Nevada that would contribute to cumulative effects. Other planning documents, as made identified and made available to HELIX by the County, would also be considered in the cumulative effects analysis in so far as they may help define future land use patterns in the County. Each area of concern (e.g., agriculture,

land use, etc.) will be addressed in its own section and will contain the five major components: Introduction; Affected Environment (including Existing Conditions and Regulatory Framework); Thresholds and Methodology; Impact Analysis/Mitigation Measures; and Cumulative Impacts/Mitigation Measures. This scope anticipates the integration of all individual areas of concern directly into the EIR (rather than preparation of stand-alone technical reports).

The following individual environmental topic areas would be assessed qualitatively and/or quantitatively and discussed in the ADEIR per Appendix G of the State CEQA Guidelines:

- **Aesthetics/Visual Resources:** This section of the EIR will evaluate whether implementation of the project could result in significant alterations to viewsheds, visual character, and lighting and glare conditions of the County. This will consist of reviewing current County policies and code provisions. The extent of potential aesthetic impacts will be qualitatively described. We assume a less than significant impact assessment would be made and mitigation measures would be unwarranted.
- **Agricultural Resources:** This section of the EIR will evaluate whether implementation of the project could result in adverse impacts or loss of agricultural resources (temporary and permanent) in the County. This will consist of reviewing current County policies and code provisions that address these resources, as well as applicable state and federal provisions. The extent of potential resource loss will be identified, as well as the extent of potential conflict with agricultural operations based on consultation with the County and agricultural stakeholders. Mitigation measures will be identified should a significant impact be identified.
- **Air Quality/Greenhouse Gas Emissions:** See Task 3 for a detailed scope of work.
- **Biological Resources:** See Task 3 for a detailed scope of work.
- **Cultural Resources/Tribal Cultural Resources:** See Task 3 for a detailed scope of work.
- **Energy:** HELIX will quantify the estimated energy usage for the proposed development related to the project based upon the most conservative development scenario (i.e., maximum number of residential dwelling units and/or estimated square footage). This information will be used as basis for the GHG emissions estimate (outlined in Task 3), as well. Mitigation measures will be identified as necessary and feasible.
- **Geology and Soils/Mineral Resources:** The EIR will provide mapping and technical information on geologic and seismic stability of development sites, including readily-available information on soil conditions. This will also include identification of important mineral resource sites. We will review and identify applicable federal, state, and county policies and regulations regarding geologic resources. Mitigation measures will be identified, as necessary.
- **Hazards/Hazardous Materials:** The extent of the project parcels/sites that may result in or be exposed to hazards/hazardous materials will be a factor that will be addressed in the EIR. The EIR will identify and map both natural and man-made hazards (e.g., wildland fires, hazardous materials/contamination, airport overlay zones). We will review and identify applicable federal, state, and County policies and regulations. Mitigation measures will be identified, as required.
- **Hydrology and Water Quality:** The extent of the proposed project to impact surface water features and groundwater will be a factor that will be addressed in the EIR. The EIR will identify and map surface and groundwater resources of the County. We will consult with the County's Water Department and service providers regarding the condition of water resources, as well as current water quality and efforts to improve/protect water quality. This will include identification of land areas where groundwater resources are limited and additional demand may result in overdraft concerns. We will review and identify applicable federal, state, and County policies and regulations

- (e.g., implementation of National Pollutant Discharge Elimination System permit requirements to protect water quality). Mitigation measures will be identified.
- **Land Use and Planning:** This section of the EIR will address whether the project and development of the identified parcels from Task 1 would result in conflicts with the County General Plan and associated plans that could result in physical impacts to the environment. An analysis of the current General Plan land use and zoning designations will be presented in the EIR in tabular fashion, juxtaposed against the proposed land use/zoning designation. HELIX will determine the potential impacts to land use and planning qualitatively in the EIR. We will review and identify current County policies and code provisions that address compatibility, as well as applicable state and federal provisions. Mitigation measures will be identified.
 - **Noise:** See Task 3 for a detailed scope of work.
 - **Population and Housing:** The primary purpose of the proposed project is to increase available housing stock and density in the County to provide more affordable housing to current and future residents. The project is expected to result in the potential development of approximately 120-160 dwelling units within and including up to 12 vacant parcels. It is envisioned that this modest increase in housing stock will not result in a significant change to population (or EIR impact) in the County.
 - **Public Services/Recreation/Utilities:** The EIR will also address potential public service and utility demands of the most conservative proposed development scenario (i.e., fire protection, law enforcement, water supply, etc.). We will coordinate with applicable service providers and the County to seek "will serve" letters for the proposed development. Potential conflicts with existing and planned recreation uses and activities will also be identified. Mitigation measures will be identified.
 - **Transportation:** HELIX will identify the average daily trips based upon proposed land use trip generation rates derived from the ITE manual, 9th Edition. As it is envisioned that the project will be circulated for public comment in summer 2020, the proposed project must also include a qualitative evaluation of Vehicle Miles Traveled (VMT). We will utilize the most recent traffic volume data from the County and Eastern Sierra Council of Governments (ESCOG) to describe current traffic conditions of the County and near the project parcels/sites. We will review and identify applicable County and ESCOG policies and regulations regarding traffic and identify any mitigation measures required to address potentially significant traffic impacts.
 - **Wildfire:** The EIR will consider and qualitatively evaluate the potential impact associated with wildfire from the potential placement of residential dwellings within the wildland/urban interface.

HELIX has allocated approximately 338 hours for preparation of the ADEIR. The County will review the ADEIR and submit one set of unified comments to HELIX. We will then prepare the public review Draft EIR (DEIR) suitable for public circulation (outlined below).

Draft Environmental Impact Report

HELIX will prepare and print the DEIR for public distribution and review after authorization from the County. In addition, draft Notices of Completion (NOC) and Availability (NOA) will be produced and submitted to the County for comment. After receiving a single round of comments from the County on the draft Notices, final Notices will be prepared. The NOC will be filed by HELIX with the State Clearinghouse; the County will file the NOC with the County Clerk. The County shall be responsible for publishing the NOA in the Inyo Register. The Draft EIR will be circulated via the State Clearinghouse using their electronic delivery system (cd-roms rather than paper hardcopies). HELIX has allocated approximately 148 hours of staff time for preparation of the Draft EIR.

Final Environmental Impact Report (Reponses to Comments)

Upon closure of the 45-day public review period, HELIX will receive public comments from the State Clearinghouse (via the County) and prepare draft responses to the comments. It is envisioned that County staff (including County Counsel) will assist with response preparation. Upon completion of the responses to comments (drafted in matrix form), HELIX will prepare and submit the Administrative Final EIR (AFEIR) for County review. After review by the County and receipt of a single set of unified comments, the HELIX team will prepare the Final EIR (FEIR) for submittal to the County. The County shall be responsible for distribution of the FEIR, as necessary. The FEIR shall also consist of a Mitigation Monitoring and Reporting Program (MMRP). The County shall prepare Findings of Fact and Statement of Overriding Considerations (FOF/SOC), as needed, with minimal input from HELIX. The FOF will describe each significant impact anticipated to occur as a result of the proposed project and decide as to whether mitigation measures are available to reduce each significant impact to below a level of significance. In the event one or more significant impacts cannot be reduced to below a level of significance, a draft SOC – identifying the social, economic, or other factors taken into consideration in the decision to approve the project despite unmitigated significant environmental impacts – would be necessary. HELIX can assist with preparation of the SOC (along with the FOF) with additional authorization from the County. HELIX will prepare a draft Notice of Determination (NOD) associated with, and the County's decision to approve, the County-generated GPA language and revised zoning ordinance.

HELIX will present the FEIR to the Planning Commission and Board of Supervisors. County staff will present the GPA and zoning ordinance language/policies. Assuming approval of the FEIR by the County, the General Plan will be updated by County staff accordingly. Note: HELIX has allocated approximately 80 hours of professional staff time for preparation of the AFEIR and FEIR. Hours necessary beyond this amount to complete responses to comments (AFEIR) and the FEIR may require additional authorization from the County.

Deliverables: Administrative Draft EIR; Draft EIR; Administrative Final EIR (Responses to Comments); Final EIR; MMRP; and NOC/NOA/NOD. All documents are to be prepared electronically and transmitted as Adobe Acrobat PDF. Hardcopies of any document outlined above may be made available with additional authorization of funds to cover printing costs.

Task 5. Team Meetings/Public Hearings

HELIX will participate in a project kick-off meeting via telephone and occasional (no more than monthly) planning and coordination meetings as requested by the County. As outlined in Task 2, HELIX will prepare for and staff two (2) community engagement meetings during the public scoping period. The community engagement meetings will be staffed by Robert Edgerton (facilitator) and Lesley Owing (recorder). Additionally, as outlined in Task 4, HELIX will staff two (2) meetings in support of the FEIR in front of the Planning Commission and/or Board of Supervisors. Mr. Edgerton will present the FEIR before the decision-makers. A simple PowerPoint presentation will be prepared in support of both the community engagement meetings and the decision-makers meetings. HELIX has allocated approximately 24 hours for attendance at the decision-makers meetings.

Deliverables: Meeting presentations in PowerPoint format.

1.4 Budget/Cost Summary

We have provided a detailed breakdown of labor hours/cost by task for each staff member of the HELIX team in *Appendix C*. Total project costs shall not exceed **\$151,500** without additional authorization by the County.

1.5 Assumptions

The following assumptions are a key component of our proposed scope of work and approach to the project:

- HELIX works on a time and materials (not-to-exceed) basis and has indicated the estimated number of hours allocated for each task in this scope of work. Preparation of deliverables listed under each task item requiring additional time may require additional authorization from the County.
- We assume that the County is seeking to identify the potential for approximately 120-160 additional dwelling units within and including up to 12 vacant land parcels suitable for rezoning.
- HELIX assumes that the County will take lead on developing and refining proposed General Plan Amendments and/or zoning ordinances. HELIX will coordinate with the County during initial preparation of the GPA and zoning ordinance and review same for consistency and integration purposes into the EIR.
- It is envisioned that the two (2) community engagement meetings shall be held in conjunction with the CEQA public scoping period during two consecutive nights (e.g., Tues-Wed) during the same week in Lone Pine and Bishop.
- This scope of work is exclusive of preparation of FOF/SOC, should significant and unavoidable project impacts be identified during preparation of the EIR.
- HELIX assumes that preparation of responses to comments (Task 4) are limited to no more than 40 substantial comments (requiring preparation of no more than 10 pages of tabular responses). Comments beyond this amount may require additional authorization by the County.
- Public comments shall not require HELIX to conduct additional database searches, records searches, or field investigations. Additional impact analysis is also envisioned as being unnecessary.
- HELIX team does not envision having a role in the administration of the County's SB 2 grant award; coordination with HCD is not included in this scope of work.
- HELIX will forego preparation of an Initial Study and conduct an analysis of each environmental factor identified in CEQA Guidelines Appendix G directly in the EIR.
- Preparation of the proposed GPA and/or zoning updates shall be undertaken primarily by the County. HELIX will provide a technical review of proposed language as requested.
- It is envisioned that the proposed project would not trigger the requirement or need of a Water Supply Assessment to quantify potential impact to ground and/or surface water sources.
- Visual simulations or architectural renderings of proposed project developments are not included.
- HELIX will coordinate with County staff to determine the qualitative approach to the VMT analysis as our firm does not have in-house traffic engineering capabilities.

2. Schedule

The project team is committed to complete the project in the time frame provided in the Request for Proposals (RFP). The proposed project schedule (*Table 1* below) anticipates consultant selection and

contract negotiation in late January 2020, consultant team project initiation/Notice to Proceed provided in February 2020, and project completion in December 2020. We have incorporated the County's schedule outlined in the RFP, with modifications to accommodate starting Task 1 in February 2020 rather than November 2019 (a three-month lag). We anticipate confirmation of dates with County staff during contract negotiation.

Table 1. EIR Schedule

Task #	Task Name	Product(s)	Due Date (2020)
1	Vacant Lands Inventory and Infill Development Opportunities Analysis	Geospatial database (HELIX)	February 28
		General Plan Amendment and zoning ordinance language (County)	March 6
2	Community Engagement Campaign and Notice of Preparation	Notice of Preparation	March 13 - April 10
		Public meetings in Lone Pine and Bishop	March 9 - 13
		Summary public meeting report	March 20
3	Stand-Alone Technical Studies	Air Quality/Greenhouse Gas Emissions	April 15
		Biological Resources	May 15
		Cultural/Tribal Cultural Resources	May 15
		SB 18/AB 52 Consultation Support	April-July
		Noise	April 15
4	Environmental Impact Report	GIS	April-July
		Administrative Draft EIR	June 1
		Notice of Completion	June 21
		Notice of Availability	June 21
		Draft EIR	July 1 - August 15
		Administrative Final EIR (Response to Comments)	September 1
		Final EIR	September 15
		MMRP	September 15
5	Team Meetings/Public Hearings	Notice of Determination	December 31
		Team Meetings	Monthly
		Planning Commission hearing	November-December
		Board of Supervisors hearing	November-December

3. Staffing

HELIX's environmental planning staff members have expertise in the preparation of CEQA compliance documents for a broad range of public and private development projects. HELIX staff have worked extensively for public agencies throughout California, and specifically in Inyo County since 2013. Many of our team members should be familiar to County staff having worked on several projects on behalf of the County over the years. Our staff have the technical knowledge and local experience to help guide the County through the community engagement, land use planning, and EIR processes. A Project Team Organization Chart is presented in *Appendix A*, and below is a summary of our approach to organization and staffing.

Staff assigned to the project are highly qualified and have proven experience in the land development sector, land use planning, zoning, and environmental analysis. The organization chart (*Appendix A*), identifies our entire Project Team in relationship to the County. Resumes for each key staff person are included in

Appendix B of this proposal. Each person’s responsibilities/areas of expertise are summarized in *Table 2* below.

Table 2. Key Staff Responsibilities/Expertise

Key Personnel/Title	Responsibilities
Robert Edgerton, AICP CEP, Project Manager/Principal Planner	Primary County Point-of-Contact and EIR Lead
David Claycomb, AICP, Principal-in-Charge, QA/QC	Oversight and Quality Assurance/Quality Control
Lesley Owing, Environmental Planner	CEQA Preparer (Environmental Planning)
Daniel Van Essen, Environmental Planner	CEQA Preparer (Environmental Planning)
Tim Belzman, Senior Visual Resources Specialist and Land Use Planner	CEQA Preparer (Aesthetics/Visual Resources and Land Use Planning)
Stephen Stringer, Principal Biologist	CEQA Preparer (Biological Resources)
Clarus Backes, RPA, Senior Archaeologist	CEQA Preparer (Cultural Resources)
Joanne Dramko, AICP, Principal Planner and Senior Technical Specialist	CEQA Preparer (Air Quality/GHG and Acoustics/Noise)
Victor Ortiz, Senior Air Quality/Greenhouse Gas Emissions Specialist	CEQA Preparer (Air Quality/GHG)
Charles Terry, Principal Acoustician	CEQA Preparer (Acoustics/Noise)
John DeMartino, Senior GIS Specialist	GIS

4. Qualifications

HELIX’s Environmental Planning Group staff will provide the lead contact with the County for the contract and has extensive experience preparing the full range of environmental documents pursuant to CEQA. The group has completed more than 1,000 environmental documents in compliance with CEQA for many types of projects, including:

- Development of residential subdivisions and their associated utility infrastructure
- Shopping centers and other commercial developments
- Mixed-use developments
- Hotels
- Industrial and office developments
- Hospitals and medical office facilities
- General, Community, and Specific Plans (and amendments thereto)
- Fire stations, parks, and other public transit facilities
- Institutional facilities such as universities, schools, churches, and correctional facilities
- Roads, bridges, and highway transportation projects

Included in this section are project descriptions and references for recent HELIX projects relevant to the type of work that will be required to prepare and efficiently manage the EIR and technical studies for the proposed project. We invite the County to contact any of our references to confirm our team’s qualifications

**Inyo County Vacant Lands Inventory EIR
Cost Estimate**

HELIX LABOR	Rate	Task 1 Vacant Lands/Infill Inventory Anlysis		Task 2 NOP and Public Scoping		Task 3 Tech Studies		Task 4.1 ADEIR		Task 4.2 Draft EIR		Task 4.3 RTC/Final EIR		Task 5 PC/BOS Meetings (2)		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$230		\$0		\$0		\$0	8	\$1,840	8	\$1,840	4	\$920		\$0	20	\$4,600
Principal	\$220		\$0		\$0	4	\$880		\$0		\$0	4	\$880		\$0	8	\$1,760
Principal Planner	\$220	10	\$2,200	32	\$7,040	16	\$3,520	40	\$8,800	24	\$5,280	16	\$3,520	24	\$5,280	162	\$35,640
Principal Planner	\$195		\$0		\$0		\$0	40	\$7,800	16	\$3,120	4	\$780		\$0	60	\$11,700
Principal Acoustician	\$200		\$0		\$0	8	\$1,600		\$0		\$0	4	\$800		\$0	12	\$2,400
Senior Planner/GIS	\$130	24	\$3,120	40	\$5,200	16	\$2,080	130	\$16,900	40	\$5,200	36	\$4,680		\$0	286	\$37,180
Envir. Project Manager	\$120		\$0		\$0	24	\$2,880		\$0		\$0		\$0		\$0	24	\$2,880
Sr AO Specialist	\$165		\$0		\$0	32	\$5,280		\$0		\$0	4	\$660		\$0	36	\$5,940
Environmental Planner I	\$95		\$0		\$0		\$0	80	\$7,600	40	\$3,800		\$0		\$0	120	\$11,400
Senior Archaeologist	\$165		\$0		\$0	16	\$2,640		\$0		\$0	4	\$660		\$0	20	\$3,300
Staff Archaeologist	\$100		\$0		\$0	60	\$6,000		\$0		\$0		\$0		\$0	60	\$6,000
Principal Biologist	\$190		\$0		\$0	16	\$3,040		\$0		\$0	4	\$760		\$0	20	\$3,800
Biologist III	\$95		\$0		\$0	60	\$5,700		\$0		\$0		\$0		\$0	60	\$5,700
Sr. GIS Specialist	\$160	8	\$1,280		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,280
Word Processor	\$80		\$0		\$0	20	\$1,600	40	\$3,200	20	\$1,600		\$0		\$0	80	\$6,400
Clerical	\$65		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal HELIX Labor		42	\$6,600	72	\$12,240	272	\$35,220	338	\$46,140	148	\$20,840	60	\$13,660	24	\$5,280	976	\$139,980

EXPENSES	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
Other direct costs/mileage	\$400	\$960	\$1,280	\$2,360	\$1,160	\$340	\$320	\$6,820
Per Diem (+-\$200/Person/Day)	\$0	\$800	\$2,000	\$0	\$0	\$0	\$400	\$3,200
Records Search	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Subtotal Expenses	\$400	\$1,760	\$4,780	\$2,360	\$1,160	\$340	\$720	\$11,520
HELIX Mark-Up on Expenses	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$400	\$1,760	\$4,780	\$2,360	\$1,160	\$340	\$720	\$11,520

TOTAL	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
	\$7,000	\$14,000	\$40,000	\$48,500	\$22,000	\$14,000	\$6,000	\$151,500

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 03/2010)

AGREEMENT NUMBER
19-PGP-13330

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Inyo

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS
P.O. Box Drawer L

CITY
Independence

STATE
CA
ZIP
93626

PRINTED NAME OF PERSON SIGNING

Cathleen Richards

TITLE
Planning Director

CONTRACTOR AUTHORIZED SIGNATURE

[Signature]

DATE SIGNED 3/17/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 130

CITY
Sacramento

STATE
CA
ZIP
95833

PRINTED NAME OF PERSON SIGNING
Synthia Rhinehart

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED 3/19/2020

California Department of General Services Approval (or exemption, if applicable)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. Scope of Work

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

**Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fiscal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050**
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

- 1) At maximum, once per quarter, or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, Item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

- J.** Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K.** The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
- 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L.** The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M.** The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K, within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
- 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.

B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.

- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
- 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

EXHIBIT D

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

EXHIBIT D

Ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of 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.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and International copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Attachment - Insurance Provisions

Attachment D: Insurance Requirements for Professional Services

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Attachment D: Insurance Requirements for Professional Services

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

-end-



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Travis Dean

SUBJECT: Lone Pine Dog Park Notice of Completion

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-41, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Dog Park Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Clair Concrete, Inc., recently completed work on the Lone Pine Dog Park Project. On August 18, 2020, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the May 5, 2020 meeting of the Board of Supervisors, your Board awarded the construction contract for the Lone Pine Dog Park Project to Clair Concrete, Inc. of Bishop, California in the amount of \$76,980.00. The final construction contract amount is \$76,980.00.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which Stop Notices can be filed and will delay return of retention to the Contractor.

OTHER AGENCY INVOLVEMENT:

Public Works
Parks and Recreation
County Counsel

Auditor

FINANCING:

This project is being paid out of Parks and Recreation Budget (076999)

ATTACHMENTS:

1. Notice of Completion and Resolution

APPROVALS:

Travis Dean	Created/Initiated - 8/25/2020
Darcy Ellis	Approved - 8/25/2020
Travis Dean	Approved - 8/25/2020
Leslie Chapman	Approved - 8/26/2020
Breanne Nelums	Approved - 8/26/2020
Marshall Rudolph	Approved - 8/26/2020
Amy Shepherd	Approved - 8/27/2020
Michael Errante	Final Approval - 8/27/2020

RESOLUTION #2020 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
LONE PINE DOG PARK PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine Dog Park Project has been completed by Clair Concrete, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Dog Park Project.

Passed, approved and adopted this _____ day of _____, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Matt Kingsley, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Clint Quilter, Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Lone Pine Dog Park Project on the property hereinafter described was completed on August 18, 2020 and was accepted by the Board of Supervisors, County of Inyo on September 8, 2020.
2. The property on which the Lone Pine Dog Park Project has been completed and is located on is at 445 N. Main Street, Lone Pine, CA 93545.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, leases the property located at 445 N. Main Street, Lone Pine, CA 93545 from the City of Los Angeles Department of Water and Power.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted September 8, 2020, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Lone Pine Dog Park Project, pursuant to contract with the County, is Clair Concrete, Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine Dog Park Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Jacob Trauscht

SUBJECT: Approval of Bid Package for Independence Water Main Installation Project.

RECOMMENDED ACTION:

Request Board approve the plans and specifications for the Independence Water Main Installation project and authorize the Public Works Director to advertise for the project.

SUMMARY/JUSTIFICATION:

The water main serving the town of Independence was replaced in 2017 in an emergency action, and has been on-grade since this period. This project will install the water main underground in order to bring the main into compliance with California Water Laws. This project is 45% grant eligible through a USDA Rural Development Grant.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In December 2017 the Independence Water Main failed and was replaced by a temporary HDPE water main. The County rented this until March 2019 at which point the County purchased the water main, however it was still on-grade, making it vulnerable to damage and out of compliance with California Water Laws. This project will rectify this by installing the water main underground. In May 2020 Inyo County received a USDA Rural Development Grant which will reimburse 45% of the costs of the project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could direct the Public Works Department to make changes to the Plans and Specifications or decide not to advertise the project.

OTHER AGENCY INVOLVEMENT:

The United States Department of Agriculture's Rural Development program has provided a grant that will cover 45% of the project cost. The construction contract for which permission to advertise is being requested will be a portion of the total project cost (see Fiscal section for construction contract estimate).

FINANCING:

This project has received a 45% reimbursement grant through the USDA Rural Development program, the total project cost is estimated at \$323,285, with USDA providing reimbursement of 45% of this cost (\$145,478). The construction contract, for which this ARF is requesting to begin advertising, is only a portion of the project and is estimated at \$179,285. This will be paid out of:

152103 - Independence Water System
5700 - Construction in Progress

ATTACHMENTS:

1. Indy Water Main Bid Package

APPROVALS:

Jacob Trauscht	Created/Initiated - 8/17/2020
Darcy Ellis	Approved - 8/17/2020
Jacob Trauscht	Approved - 8/18/2020
Breanne Nelums	Approved - 8/18/2020
Marshall Rudolph	Approved - 8/18/2020
Amy Shepherd	Approved - 8/18/2020
Michael Errante	Final Approval - 8/19/2020

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

INDEPENDENCE WATER MAIN INSTALLATION

Project No. RR 18-051

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

September 2020

Prepared By: Inyo County Public Works

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NOTICE INVITING BIDS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT
Independence, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

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

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

INDEPENDENCE TRANSIMMISSION MAIN INSTALLATION PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on September 30, 2020** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description:

Base Bid: This project consists of the installation of the on-grade 12-inch HDPE water main and required appurtenances which delivers waters to the town of Independence, CA. The HDPE pipe is to generally be buried adjacent to its on-grade location as shown on the plans. This work will require HDPE pipe fusion in the field in order to install valves and other appurtenances, Contractor shall provide proof of training and at least one successfully completed fusion project.

Bid Additive: If the combined cost of the Base Bid work and the Bid Additive bid falls within Inyo County's budget, the county will also include this Bid Additive work. The Bid Additive work includes replacing approximately 2.5 feet of cast iron piping (flange-flange) with PVC piping, and installing a chemical injection quill. This work includes accessing the existing vault (excavation, removal and replacement of vault wall if necessary), and returning the vault to working condition. Bid Additive work is detailed in Sheets 9 & 10 of the Plans.

Evaluation of Bids and Award of Contract: the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

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

Technical questions related to project work, site conditions, or other related inquiries should be directed to Jacob Trauscht of the Public Works Department at jtrauscht@inyocounty.us (phone: 760-878-0204). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

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

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

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current Class A General Engineering Contractor license or California Class C36 – Plumbing Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May, 2020, Contract Documents and other applicable law.

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

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

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

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

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

County of Inyo
Department of Public Works



Michael Errante,
Director

Dated: August, 2020

BID PROPOSAL FORMS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

ENCLOSURES:

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

BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on September 30th, 2020 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

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

BASE BID FORM
INDEPENDENCE WATER MAIN INSTALLATION PROJECT
PROJECT NO. RR 18-051

ABBREVIATIONS:

LS = LUMP SUM
AC = ACRES

LF = LINEAR FEET
EA = EACH

CY = CUBIC YARD
SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Mobilization	LS	1	\$	\$
2	SWPPP Preparation	LS	1	\$	\$
3	Clearing and Grubbing	AC	1	\$	\$
4	Trench Excavation	CY	1,900	\$	\$
5	Trench Sheeting, Shoring and bracing, or equivalent method	LF	2,850	\$	\$
6	Pipe Installation	LF	2,850	\$	\$
7	Sand Bedding	CY	1,013	\$	\$
8	Compacting and Backfill	LF	2,850	\$	\$
9	12" HDPE DR17	FT	20	\$	\$
10	2" HDPE	FT	40	\$	\$
11	2"x1" HDPE Tee	EA	4	\$	\$
12	12" Resilient Seated Gate Valve (Fully Restrained)	EA	8	\$	\$
13	2" Bronze Elbow Valve	EA	4	\$	\$
14	2" Bronze Corporation Valve	EA	4	\$	\$
15	12" by 2" HDPE Service Tap	EA	1	\$	\$
16	Valve Cans	EA	8	\$	\$
17	Air-Vacuum Valve Enclosure	EA	4	\$	\$
18	Tracing Wire	FT	2,850	\$	\$
19	Warning Tape	FT	2,850	\$	\$
20	Hydrostatic Pressure Testing	LS	1	\$	\$
BASE BID AMOUNT:					\$

BASE BID AMOUNT (IN WORDS) _____

BID OPTION 1 FORM
INDEPENDENCE WATER MAIN INSTALLATION PROJECT
PROJECT NO. RR 18-051

LS = LUMP SUM
AC = ACRES

LF = LINEAR FEET
EA = EACH

CY = CUBIC YARD
SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Pipe Access and Restoration	LS	1	\$	\$
2	Sheeting, Shoring and bracing, or equivalent method	LS	1	\$	\$
3	PVC Service Saddle (12-inch by ¾-inch)	EA	1	\$	\$
4	12-inch Flanged Coupling	EA	1	\$	\$
5	12-inch Restrained Flanged Coupling	EA	1	\$	\$
6	12-inch C900 PVC Pipe	FT	3	\$	\$
7	Retractable Chemical Injection Quill	EA	1	\$	\$
8	Disinfection	LS	1	\$	\$
BID OPTION 1 AMOUNT:					\$

BID OPTION 1 AMOUNT AMOUNT (IN WORDS) _____

Total: Base Bid Amount added to Bid Option 1 Amount: \$ _____

(IN WORDS) _____

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

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

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

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

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

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

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

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

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

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

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

Bidder's Name: _____

Address: _____

_____ Zip Code _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) ____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

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

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

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

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

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

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

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

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

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

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON

BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
INDEPENDENCE WATER MAIN INSTALLATION PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**, in compliance with the Contract therefor:

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

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

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

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

DESIGNATION OF SUBCONTRACTORS

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

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

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

Signature of Authorized Person) (Title)

(Printed Name) (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

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

INDEPENDENCE TRANSMISSION MAIN PROJECT

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

The undersigned declares:

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

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

_____, at _____, _____.
(Date) (City) (State)

(Name and Title of Signer)

Signature **Date**

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT

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

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

(Name and Title of Signer)

Signature	Date
------------------	-------------

Company Name _____

Business Address _____

Small Business Enterprise Commitment

(Construction Contracts)

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

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

PROJECT DESCRIPTION: INDEPENDENCE WATER MAIN INSTALLATION PROJECT

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: September 30th, 2020

BIDDER'S COMPANY NAME: _____

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

For Inyo County to Complete:

Project Number: RR 18-051

Financing Type: _____

Contract Award Date: _____

Checked by:

Print Name _____ Signature _____ Date _____

Total Claimed Participation \$ _____

_____ %

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

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

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT
Independence, CA

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

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

_____, **CONTRACTOR**

for the

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

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

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

Title: **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 14 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

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

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

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

c. All of the other Contract Documents, as described in **Section 5-1.02, “Definitions,”** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

Independence Water Main Installation 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

INDEPENDENCE WATER MAIN INSTALLATION PROJECT

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

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

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ INDEPENDENCE WATER MAIN INSTALLATION PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements for Smaller Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, \$2,000,000 aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below and in the original bid form.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Endorsement

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

Waiver of Subrogation

Insurance Requirements for Smaller Construction Contracts

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

Primary Coverage

For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Self-Insured Retentions

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

Property Installation Floater

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

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

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

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

Insurance Requirements for Smaller Construction Contracts

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

USDA REQUIREMENTS AND ADDITIONAL FORMS

ENCLOSURES:

Form RD 400-6: Compliance Statement/Certifications of Non-Segregated Facilities

Form AD-1048: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

RD Instruction 1940-Q, Exhibit A-1: Certification for Contracts, Grants and Loans Insurance Requirements

COMPLIANCE STATEMENT

USDA
Form RD 400-6
(Rev. 2-98)

This statement relates to a proposed contract with:

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

(See Reverse).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Signature of Bidder or Prospective Contractor *Date:* _____

Address (including Zip Code)

USDA
Form RD 400-6
(Rev. 2-98)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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 participation in this transaction by any Federal department or agency.

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.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

Page 1 of 2

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered 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 FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, 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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
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 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 or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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.

(Name)

(Date)

(Title)

(08-21-91) PN 171

SPECIAL PROVISIONS

FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT
Independence, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

INDEPENDENCE WATER MAIN INSTALLATION PROJECT Independence, CA

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



Director of Public Works

8/27/2020
Specifications Approval Date

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SPECIAL PROVISIONS
INDEPENDENCE TRANSMISSION MAIN INSTALLATION PROJECT
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I. INTRODUCTION / GENERAL:

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

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

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists of the installation of the on-grade 12-inch HDPE water main underground, and installation of appurtenances as indicated in the Plans. The HDPE pipe is to generally be buried adjacent to its on-grade location as shown on the plans. This work includes fusion of HDPE pipe sections, cutting HDPE sections to remove existing appurtenances and re-installing these sections as indicated in the drawings.

In addition to the above work, additional work, identified as Option 1, is also being included in this bid. Option 1 consists of replacing an approximately 3 foot section of cast-iron pipe with PVC Pipe, and installing a chemical injection quill. This work includes excavation to access the pipe line, which may include removal of part of the valve vault and subsequent repair of the vault to operational condition.

III. WATER SYSTEM SWITCH OVER AND SCHEDULING

Prior to starting construction the HDPE Main will be dewatered to allow the Contractor to perform the Work. This will necessitate shutting off the primary water supply (Well 357) to the town of Independence and switching to the back-up well (Well 384) during construction. Inyo County personnel will perform the switching procedure to the backup well, in coordination with the Contractor. While the back-up well is running, all excess water must be discharged to waste

as Well 384 does not have a variable speed drive, and Inyo County must pay for any water used in excess of its yearly allotment from LADWP.

Due to these restrictions the Contractor must present a detailed work schedule at the pre-construction meeting that will minimize the time that the town is supplied by the back-up well. Inyo County personnel will oversee the transition from Well 357 to 384, as well as the transition back to Well 357 following completion of the work. The Contractor is responsible for coordinating closely with Inyo County during these times to minimize construction downtime and ensure compliance to the proposed schedule as much as practicable.

IV. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

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

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

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

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

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

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

SUBCONTRACTOR AND SBE RECORDS:

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form

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

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

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

V. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

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

7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

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

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete

- b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and USDA and their 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.

VI. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Forty-Five (45) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the “Time for Completion.”

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

During the pre-construction meeting the County and the Contractor shall determine a reasonable time that water service via the HDPE main shall be shut-off, such total number of days shall be referred to herein as the “Duration of Water Shutdown”. “Duration of Water Shutdown” shall include the first day that the Town of Independence is switched to Well 384, and shall extend through the day that the Town of Independence is being supplied potable water from Well 357, and Well 384 is taken off-line.

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages as stated below:

\$583.76 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified in Section 8-1.05.

\$1,455.77 per day for each and every calendar day delay in finishing work in excess of the “Duration of Water Shutdown” as defined in Section 8-1.05.

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

VII. SPECIFICATIONS

1.01 MOBILIZATION

See section 9-1.16D ‘Mobilization’ of the 2018 Caltrans Standard Specifications.

1.02 SWPPP PREPARATION

See Section 13, ‘Water Pollution Control’, of the 2018 Caltrans Standard Specifications.

1.03 CLEARING AND GRUBBING

See Section 17-2, ‘CLEARING AND GRUBBING’, of the 2018 Caltrans Standard Specifications.

1.04 TRENCH EXCAVATION

Existing Site Conditions – The site is located on an alluvial fan derived from granite. Site soil conditions are typical of local alluvial deposits, ranging from fine sand to boulders. The contractor is likely to find large cobbles and boulders during excavation, some which may not be practical to move, requiring re-alignment of the pipe location. The contractor shall consider these site conditions when bidding the work.

The trench shall be shored and drained, when necessary, in accordance with current OSHA and State of California requirements, so that personnel may work safely and efficiently.

Contractor shall notify DigAlert at least 2 working days prior to the start of construction per California Code 4216.2. Contractor shall not proceed if DigAlert requirements have not been fulfilled.

Trench excavation includes the work described below as well as the provisions of Section 19-3, ‘STRUCTURE EXCAVATION AND BACKFILL’, of the 2018 Caltrans Standard Specifications.

Contractor shall excavate all trenches to the required grade and alignment, as shown on the plans, as staked in the field, and called for in these specifications. If large boulders are encountered that cannot be readily removed, the contractor shall consult with the engineer to determine whether the trench location shall be re-aligned.

Where possible the trench shall be excavated at least 30 feet in advance of the section of pipe being installed.

The trench shall be excavated 6-inches below bottom of pipe grade, and compacted to 95% standard proctor.

Inyo County Road Department will sawcut existing pavement where required. Contractor to request saw cutting at least 48-hours prior to when saw cutting is to occur.

1.05 TRENCH SHEETING, SHORING AND BRACING, OR EQUIVALENT METHOD

For trenches and excavations greater than or equal to 5 ft below existing surface, the Contractor shall ensure that the requirements of OSHA (29 CFR 1926.651 and 1926.65), and California Code of Regulations §1541.1. (“Requirements for Protective Systems”) are met.

1.06 PIPE INSTALLATION

Buried HDPE pipe and fittings shall be installed in accordance with ASTM D2774 and AWWA M55. Pipe installation includes, but is not limited to:

- installation of all appurtenances as indicated on the Plans (including Items 8-18 of the Bid Sheet),
- cutting and joining of Pipe sections as required to complete the Work,
- Re-establishment of connections to existing distribution system,

1.07 SAND BEDDING

Sand bedding to meet the requirements of Section 19-3.02F(2) of the 2018 Caltrans Standard Specifications.

1.08 COMPACTING AND BACKFILL

Sub-Grade:

Trench to be excavated 6-inches below the pipe invert elevation. Sub-grade to be free of ridges, hollows, and lumps, and shall be compacted to 95% standard proctor.

Sand Bedding:

- Shall be backfilled 6-inches below the pipe invert and to a depth of 12-inches above the top of the pipe,
- Shall be placed and compacted in six (6) inch lifts, and compacted to 90% standard proctor per Inyo County QA Plan.
- Sand bedding adjacent to HDPE pipe (“haunching”) shall be tamped in 6” layers using haunching tools to ensure a uniform fill of bedding around pipe.

General Backfill will be used from 12-inches above the pipe to 6-inches below the final grade, and:

- Shall be obtained from trench excavation spoils, or supplied by contractor if trench excavation spoils are not sufficient.

- Shall be free from vegetative material, organic matter, refuse, ashes, cinders, boulders, broken pieces of pavement, frozen or other material considered unsuitable by The Engineer.
- Shall contain sufficient moisture and fine contents to meet the minimum compaction requirements as indicated on the plans.
- Shall contain no material greater than 4 inches in any dimension.
- Shall be placed in 12-inch lifts and compacted to 90% Standard Proctor per the Inyo County QA Plan

Wearing Course shall be:

- Placed in the top 6-inches as indicated on the Plans, and shall meet the requirements of general backfill listed above, except:
 - Shall be excavated trench spoils containing no material greater than 2-inches in any dimension, or be Class 2 Aggregate Base per Section 26-1.02B of the 2018 Caltrans Standard Specifications
 - Shall be placed in a single 6-inch lift and compacted to 95% standard proctor

1.09 12-INCH HIGH-DENSITY POLYETHYLENE PIPE (HDPE)

Inyo County has 20 feet of unused 12” HDPE pipe that the Contractor shall use when additional piping is required. The Contractor shall also provide an additional 20 feet of 12-inch HDPE DR17 pipe to be used in case the 20 feet of pipe described above is not sufficient.

- 1) This specification includes but is not limited to high-density polyethylene (PE 4710) (ductile iron pipe size O.D.) pressure pipe primarily intended for the transportation of water and sewage either buried or above ground.
- 2) HDPE pipe and appurtenances shall meet the requirements of the most recent addition of AWWA C901 or AWWA C906.
- 3) HDPE pipe sections shall be joined via butt fusion meeting the requirements of ASTM F2620 and the Plastic Pipe Institutes (PPI) TR-33/2005 (Generic Butt Fusion Joining Procedure for Field Joining of PE pipe). All joints shall be made in strict compliance with the manufacturer’s recommendations.
- 4) HDPE pipe shall be made from PE4710 meeting cell class 445574C/E per ASTM D3350. Pipe manufacturer shall be JM Eagle or approved equivalent. HDPE pipe shall meet the requirements of Standard Dimension Ratio (SDR) 17.
- 5) HDPE pipe shall be NSF 61 and NSF 14 certified.
- 6) Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261.

7) On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of the County Engineer. The following shall apply:

- Heating plate surfaces shall be inspected for cuts and scrapes and shall be free of dirt and residue. Heater surfaces should be between 400°F (minimum) and 450° (maximum). Measure the temperature @ 12:00, 3:00, 6:00, and 9:00 o'clock positions using a infrared thermometer at locations where the heating plate will contact the pipe/fitting ends. The maximum temperature difference between any two points on a single heating surface must not exceed 24°F. If this temperature difference is exceeded, the heating plate shall be cleaned per the manufacturer's recommendations.

8) The HDPE water main shall have thirty-six (36) inches of cover between the top of pipe and the finished surface, unless otherwise approved or directed by the Engineer. Thirty (30) inches of cover between the top of pipe and ground surface shall be maintained during construction unless otherwise approved or directed by the Engineer.

1.10 2" HDPE PIPE AND APPURTENANCES

2" HDPE Pipe to be IPS sized, Class 200 AWWA/NSF rated, DR11.

1.11 RESILIENT SEATED GATE VALVES

Resilient-seated gate valves four (4) inch diameter and larger shall conform to the latest revision of AWWA C515, including but not limited to the following:

- 1) Resilient-seated gate valves shall be ductile iron body and bonnet per AWWA C515.
- 2) Resilient-seated gate valves shall have non-rising stems, "O"-ring sealed with two "O"-rings above the thrust collar, with a 2-inch square operating nut, opening counter-clockwise, and shall be designed for 250 psi water working pressure.
- 3) All nuts and bolts for mains less than twenty-four (24) inches in diameter shall conform to ASTM Specification A-307, Carbon Steel Externally Threaded Standard Fasteners, unless otherwise shown on the plans or approved by the Engineer. Bolts and nuts shall be Grade B. The bolts shall have hexagonal heads and nuts. All bolt threads shall be lubricated with graphite and oil (anti-seize) prior to installation and shall be given one (1) heavy coat of rust protective coating after installation.
- 4) All metallic fittings shall be wrapped in polyethylene eight (8)-mil plastic in accordance with AWWA C-105.
- 5) Resilient-seated gate valves shall have sizes and type of valve ends as shown on the plans or Standard Drawings.
- 6) Resilient-seated gate valve suppliers shall furnish the County with an affidavit of compliance to AWWA C515.
- 7) Resilient-seated gate valves shall have their internal and external surface fusion-bonded epoxy coated, Holiday Free (per ASTM G62).

- 8) Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to the requirements of AWWA C515.
- 9) All gate valves shall be covered by a Manufacturer's 10 Year Limited Warranty on manufacturers defects and labor costs for replacement.
- 10) The valve shall be Certified NSF 61 and NSF 372.
- 11) The valve shall conform to requirements of California Water Laws.
- 12) Joining devices/techniques connecting resilient-seated gate valves to HDPE pipe must provide restraint against pullout. All joining devices/techniques shall be made per the HDPE pipe manufacturer's recommendations and specifications. If compression type joining devices are used, internal stiffeners must be included to prevent collapse of HDPE Pipe.

1.12 WATER SERVICE VALVES

Angle Meter Ball Valve

Angle meter ball valves to be bronze with locking, 360°, with swivel. Valves to be manufactured and tested in accordance with AWWA C800, and NSF 61 certified.

Ball Corp Stop Valve

All ball corporation valves to be bronze. Valves to be manufactured and tested in accordance with AWWA C800, and NSF 61 certified.

1.13 VALVE CANS

Valve cans to be two-piece, Tyler Pipe 6855 Series or approved equivalent.

1.14 AIR-VACUUM VALVE ENCLOSURE

Enclosure for the Air-Vacuum valves shall be weather resistant, tamper proof, insulated, and provide ability to lock with a standard pad lock.

1.15 TRACER WIRE

Tracer wire to be insulated 10-gauge copper wire.

1.16 WARNING TAPE

Warning tape to be blue polyethylene at least 6-inches wide, 4 millimeters thick, and read "CAUTION WATER LINE BELOW" in black letters. Warning tape to be placed 12" above the top of the pipe (at the interface between bedding and general fill).

1.17 HYDROSTATIC TESTING

It shall be the Contractor's responsibility to obtain a successful field test of all pipe and appurtenances installed prior to flushing, disinfecting and bacteriological testing. The test shall be performed only in the presence of the Engineer and in accordance with the latest version of ASTM F2164 and manufacturers recommendations. Maximum test pressure to be 1.5 times the maximum operating pressure of 70 psi (105 psi). Pressure measurement to be taken at the eastern terminus of the project.

1.18 DISINFECTION AND FLUSHING

The procedures of AWWA C651, Disinfecting Water Mains, shall be followed prior to, during, and following installation of the HDPE main. During installation, the insides of all new pipe sections and pipe fittings shall be swabbed or sprayed with a one percent (1%) chlorine solution before installation. Exposed existing mains shall be swabbed inside with a mop as far as one can reach.

Following successful completion of hydrostatic testing, three volumes of chlorinated water shall be flushed from the newly installed HDPE main and discharged into the abandoned water reservoir. The contractor is responsible for providing temporary discharge line and back-flow preventer to complete this flushing. Well 357, operated by LADWP personnel, shall provide water at sufficient volume and velocity for flushing.

The continuous-feed method shall be used to disinfect the pipe during the flushing of three (3) volumes of water into the abandoned reservoir. Inyo County personnel shall be responsible for operation of the chlorine injection pumps and Well 357 used for flushing. The County shall maintain a chlorine residual of 0.4 ppm during flushing.

1.19 BACTERIOLOGICAL SAMPLING

After final flushing and before the new main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least sixteen (16) hours apart, shall be collected from the new main. The first sample will be collected after flushing is completed, the second sample will be collected after this water has sat in the new main for a minimum of 16 hours. At least one (1) set of samples shall be collected from every 1,200 feet of the new water main, plus one (1) set from the end of the line and at least one (1) set from each branch. The first bacteriological sample collected will be analyzed for heterotrophic bacteria and total coliform bacteria. The total coliform analytical method will be either membrane filtration or Colilert presence/absence. The second bacteriological sample collected will be analyzed by Colilert only. A sample positive for total coliform or with a heterotrophic plate count greater than 500 colony forming units will be considered not disinfected and will require flushing of the main and resampling. Connections to existing mains will not be made until satisfactory results are received from the laboratory.

1.20 PIPE ACCESS AND RESTORATION

This Specification is for the Optional Work.

The contractor is responsible for providing access to the section of pipe to be replaced and for restoring the system to operating condition (not including start-up of chlorination system). This includes, but is not limited to, the following:

- Excavation of fill to access pipe section
- Cutting and removal of concrete vault to allow removal of existing pipe section and installation of new pipe section (if required)
 - This work includes replacement of any concrete sections required to complete the work
- Removal and re-installation of existing vault access hatch (if required)
- Replacement and compaction of fill following completion of replacement work

1.21 PVC SERVICE SADDLE

This Specification is for the Optional Work.

Service saddle to be for a ¾" CC threaded tap, sized to fit a 12" IPS C900 PVC pipe. Service saddle to be Smith-Blair Model 397 or equivalent.

1.22 FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile Iron flanged coupling shall be to join 12" C900 plain-end PVC to flanged ductile iron fittings. Flanged coupling shall be Smith-Blair Omni Cast flanged coupling adapter Model 912-90 or equivalent.

1.23 RESTRAINED FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile iron restrained flanged coupling adapter shall be to join and restrain 12" C900 plain-end PVC pipe to cast iron flanged fittings. Restrained flanged coupling shall be Smith-Blair Flange-Lock Restrained FCA Model 920 or equivalent.

1.24 PVC PIPE

This Specification is for the Optional Work.

PVC pipe shall meet the requirements of AWWA C900 and be NSF 61 certified. PVC pipe to be swabbed with a 1% Chlorine solution per Specification 1.17.

1.25 RETRACTABLE CHEMICAL INJECTION QUILL

This Specification is for the Optional Work.

Chemical injection quill to be a retractable ¾” threaded quill, with a PVC or C276 Alloy solution tube and a built in check valve. Valve to be PVC or brass with hand turn valve. Tube to extend to the mid-line of the pipe (+/- 0.5 inch). Check valve spring to be C276 alloy, ball to be ceramic, seal to be FKM or KALREZ 6375. Inlet connection to be ½”.

1.26 FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile Iron flanged coupling shall be to join 12” C900 plain-end PVC to flanged ductile iron fittings. Flanged coupling shall be Smith-Blair Omni Cast flanged coupling adapter Model 912-90 or equivalent.

1.27 RESTRAINED FLANGED COUPLING ADAPTER

This Specification is for the Optional Work.

Ductile iron restrained flanged coupling adapter shall be to join and restrain 12” C900 plain-end PVC pipe to cast iron flanged fittings. Restrained flanged coupling shall be Smith-Blair Flange-Lock Restrained FCA Model 920 or equivalent.

END OF SECTION

PLANS

FOR

INDEPENDENCE WATER MAIN INSTALLATION PROJECT
Independence, California

INDEX OF SHEETS

1. TITLE AND LOCATION MAP
2. SITE PLAN AND SCOPE
3. DETAILS
4. DETAILS
5. DETAILS
6. FLUSHING PLAN
7. BACTERIOLOGICAL SAMPLING PLAN
8. TCE LOCATION SHEET
9. BID ADDITIVE LOCATION & AS-BUILTS
10. BID ADDITIVE SCOPE AND DETAILS



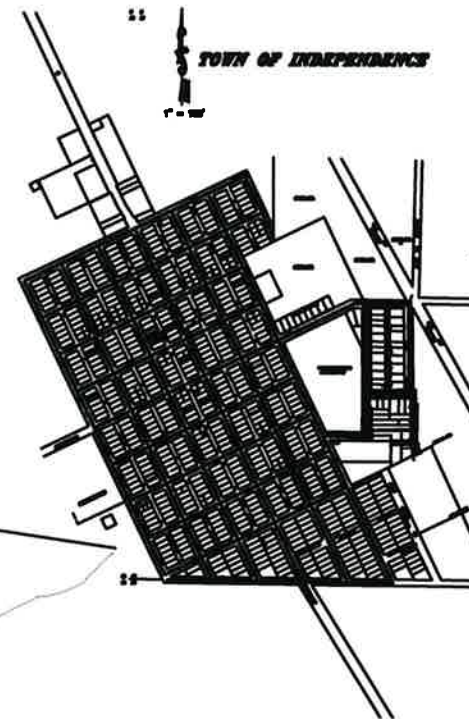
COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
**PLANS FOR THE
INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

PROJECT NO. RR 18-051
TO BE SUPPLEMENTED BY CALTRANS 2018 STANDARD
PLANS AND SPECIFICATIONS AND ALL ISSUED REVISIONS

GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, AND THE MOST UP-TO-DATE VERSION OF: THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE INTERNATIONAL BUILDING CODE (IBC), CALIFORNIA BUILDING CODE (CBC), THE UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION AND TESTING 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 OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. ALL MATERIALS THAT WILL BE IN CONTACT WITH POTABLE WATER MUST CONFORM TO CALIFORNIA WATER LAWS AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
9. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL COMPONENTS ARE OF COMPATIBLE SIZES AND CONNECTION TYPES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRANSITIONS FROM DIFFERING FITTING SIZES AND MATERIAL TYPES.

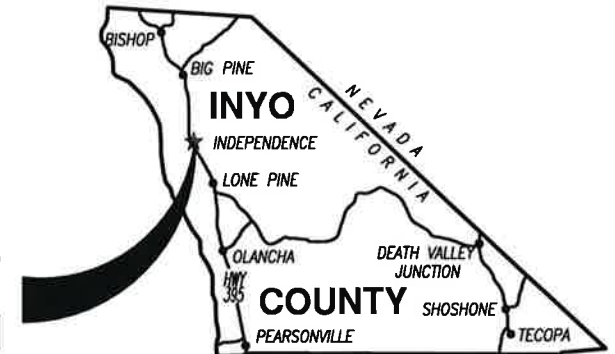
**PROJECT
LOCATION**



VICINITY MAP
SCALE: NONE



**PROJECT
LOCATION**



LOCATION MAP



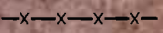




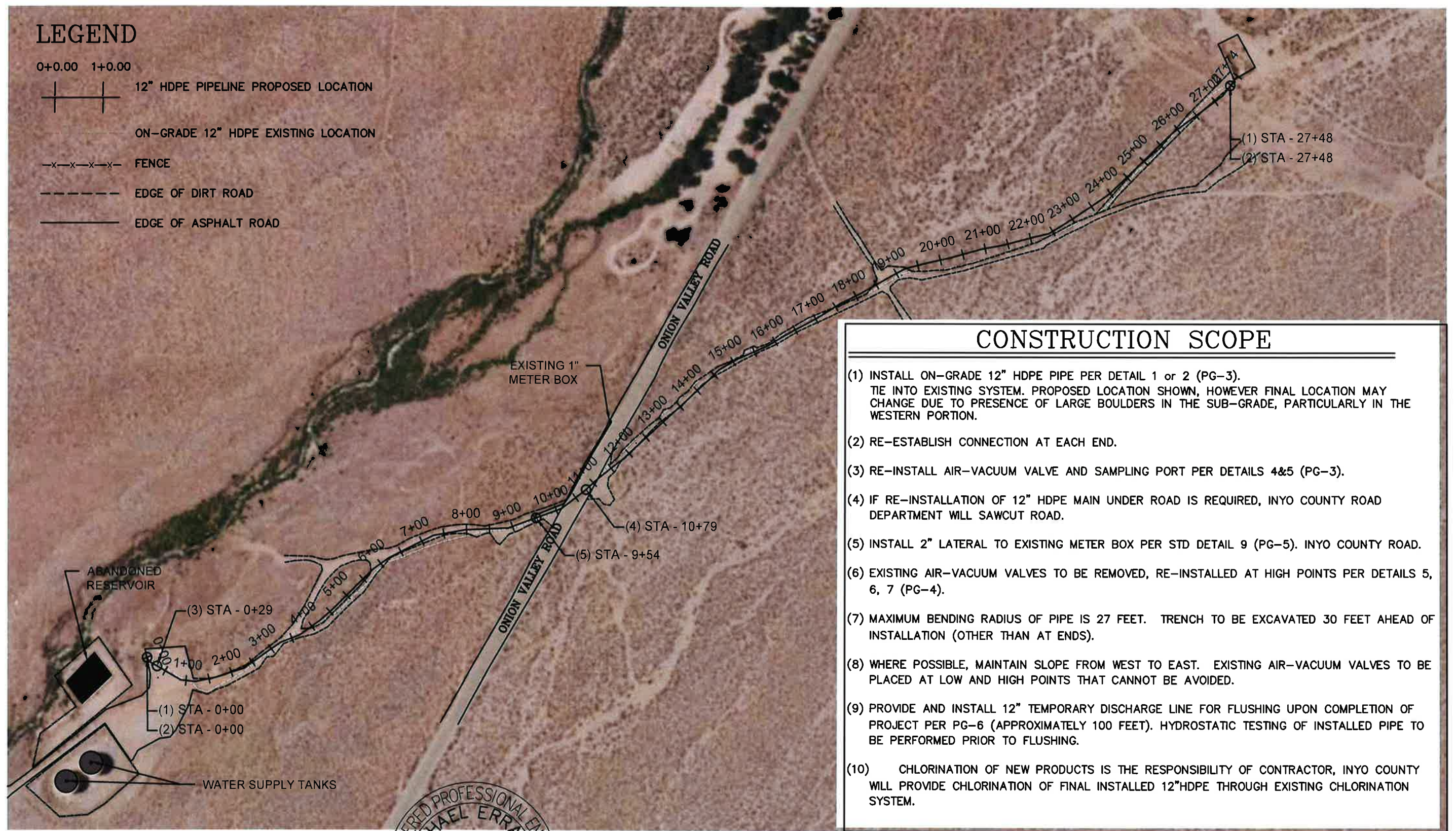
Michael Errante
MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

8/27/2020
DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INDEPENDENCE WATER MAIN INDEPENDENCE, CA	
Drawn by: J. TRAUSSCHT	Date: 7/20	Checked By: M. ERRANTE	Date: 7/20
Date: AUGUST 2020		Drawing Name: LP_DOG PARK.dwg	SHEET 1 OF 10

LEGEND

- 0+0.00 1+0.00
 12" HDPE PIPELINE PROPOSED LOCATION
-  ON-GRADE 12" HDPE EXISTING LOCATION
-  FENCE
-  EDGE OF DIRT ROAD
-  EDGE OF ASPHALT ROAD



CONSTRUCTION SCOPE

- (1) INSTALL ON-GRADE 12" HDPE PIPE PER DETAIL 1 or 2 (PG-3). TIE INTO EXISTING SYSTEM. PROPOSED LOCATION SHOWN, HOWEVER FINAL LOCATION MAY CHANGE DUE TO PRESENCE OF LARGE BOULDERS IN THE SUB-GRADE, PARTICULARLY IN THE WESTERN PORTION.
- (2) RE-ESTABLISH CONNECTION AT EACH END.
- (3) RE-INSTALL AIR-VACUUM VALVE AND SAMPLING PORT PER DETAILS 4&5 (PG-3).
- (4) IF RE-INSTALLATION OF 12" HDPE MAIN UNDER ROAD IS REQUIRED, INYO COUNTY ROAD DEPARTMENT WILL SAWCUT ROAD.
- (5) INSTALL 2" LATERAL TO EXISTING METER BOX PER STD DETAIL 9 (PG-5). INYO COUNTY ROAD.
- (6) EXISTING AIR-VACUUM VALVES TO BE REMOVED, RE-INSTALLED AT HIGH POINTS PER DETAILS 5, 6, 7 (PG-4).
- (7) MAXIMUM BENDING RADIUS OF PIPE IS 27 FEET. TRENCH TO BE EXCAVATED 30 FEET AHEAD OF INSTALLATION (OTHER THAN AT ENDS).
- (8) WHERE POSSIBLE, MAINTAIN SLOPE FROM WEST TO EAST. EXISTING AIR-VACUUM VALVES TO BE PLACED AT LOW AND HIGH POINTS THAT CANNOT BE AVOIDED.
- (9) PROVIDE AND INSTALL 12" TEMPORARY DISCHARGE LINE FOR FLUSHING UPON COMPLETION OF PROJECT PER PG-6 (APPROXIMATELY 100 FEET). HYDROSTATIC TESTING OF INSTALLED PIPE TO BE PERFORMED PRIOR TO FLUSHING.
- (10) CHLORINATION OF NEW PRODUCTS IS THE RESPONSIBILITY OF CONTRACTOR, INYO COUNTY WILL PROVIDE CHLORINATION OF FINAL INSTALLED 12"HDPE THROUGH EXISTING CHLORINATION SYSTEM.



INDEPENDENCE WATER MAIN
SCALE: 1"=50'

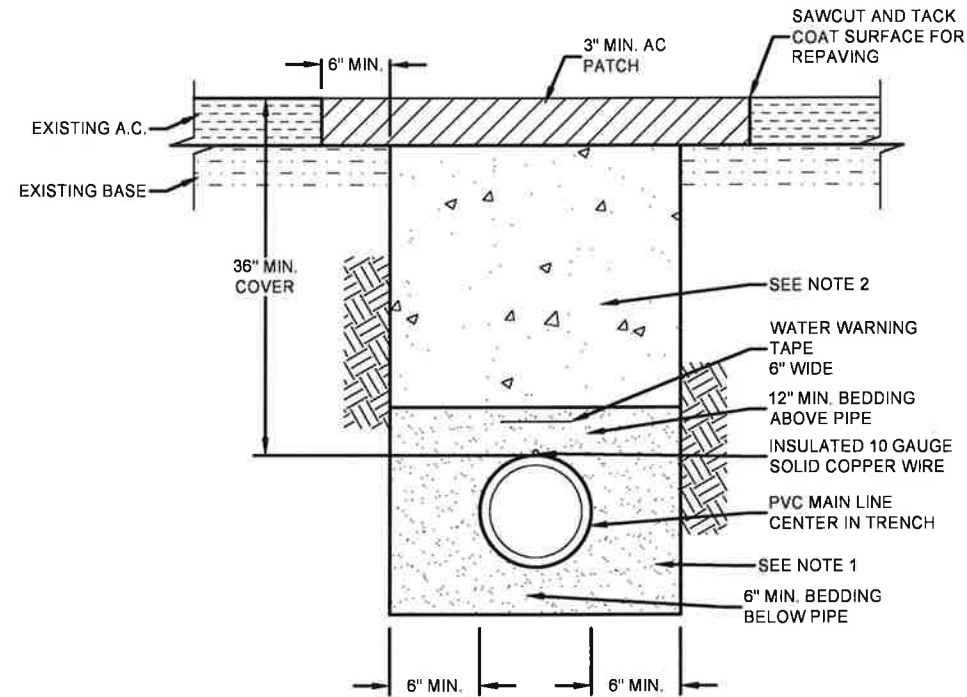


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INYO COUNTY PUBLIC WORKS

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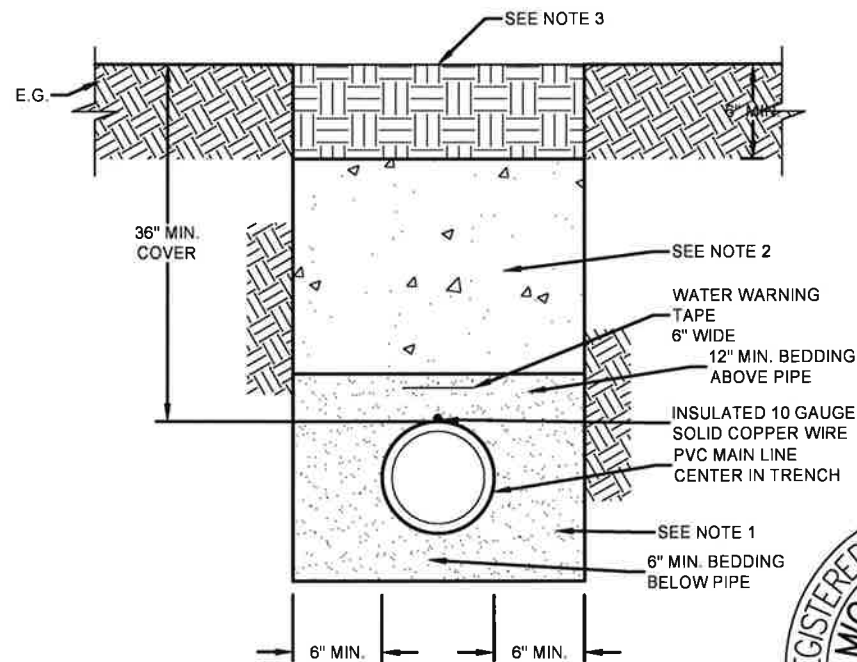
Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INDEPENDENCE WATER MAIN INDEPENDENCE, CA	
Drawn by: J. TRAUSSCHT	Date: 7/20	Checked By: M. ERRANTE	Date: 7/20
Date: AUGUST 2020		Drawing Name: INDY_SET.dwg	SHEET 2 OF 10

**DETAIL 1
HDPE MAIN UNDER ASPHALT**



NOTE 1 - BEDDING ZONE TO BE SAND COMPACTED TO 90%
 NOTE 2 - SLURRY MAY BE 1 1/2 SACK SLURRY BACKFILL OR LIGHTWEIGHT SLURRY BACKFILL. LIGHTWEIGHT SLURRY BACKFILL MIX DESIGN: 2600 LBS. 3/8" OR 1/2" CHIPS, 800 LBS WASHED SAND, 94 LBS CEMENT, 11 GAL. WATER.
 NOTE 3 - ASPHALT TO BE COLD MIX PER INYO COUNTY STANDARD SPECS

**DETAIL 2
HDPE MAIN NON-ASPHALT**

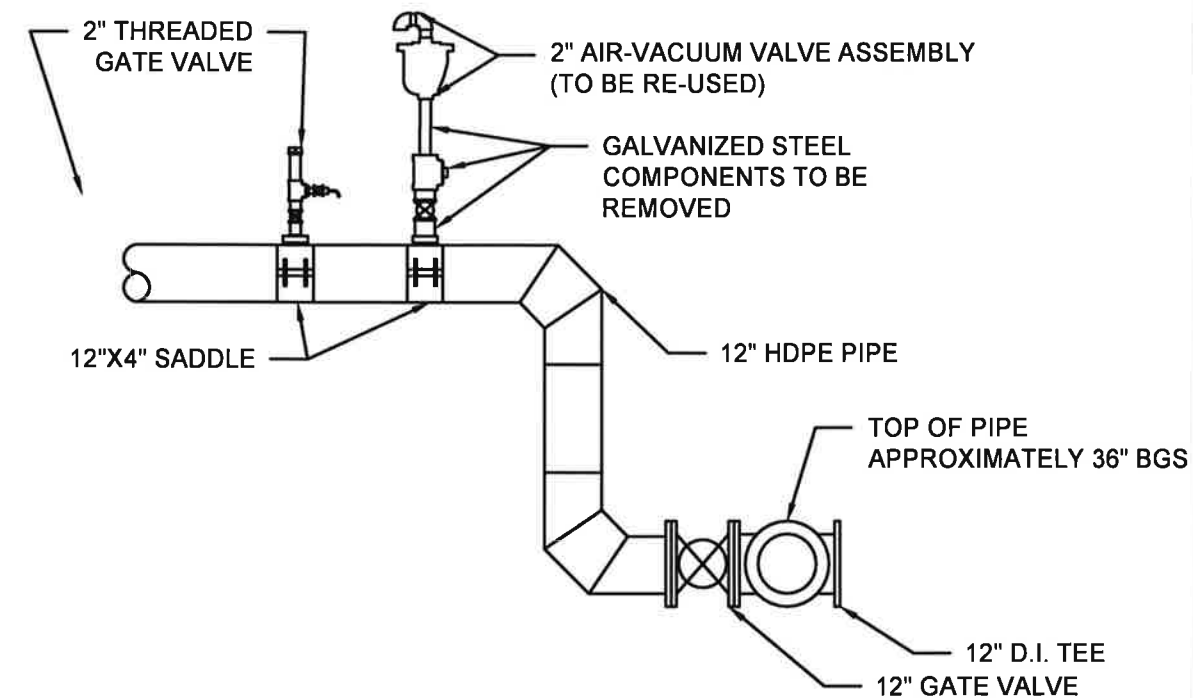


NOTE 1 - BEDDING ZONE TO BE SAND COMPACTED TO 90%
 NOTE 2 - EXCAVATED MATERIAL (<4") OR CLASS 2 AGGREGATE BASE COMPACTED TO 90%
 NOTE 3 - WEARING COURSE TO BE EXCAVATED MATERIAL (<2") OR CLASS 2 BASE COMPACTED TO 95%

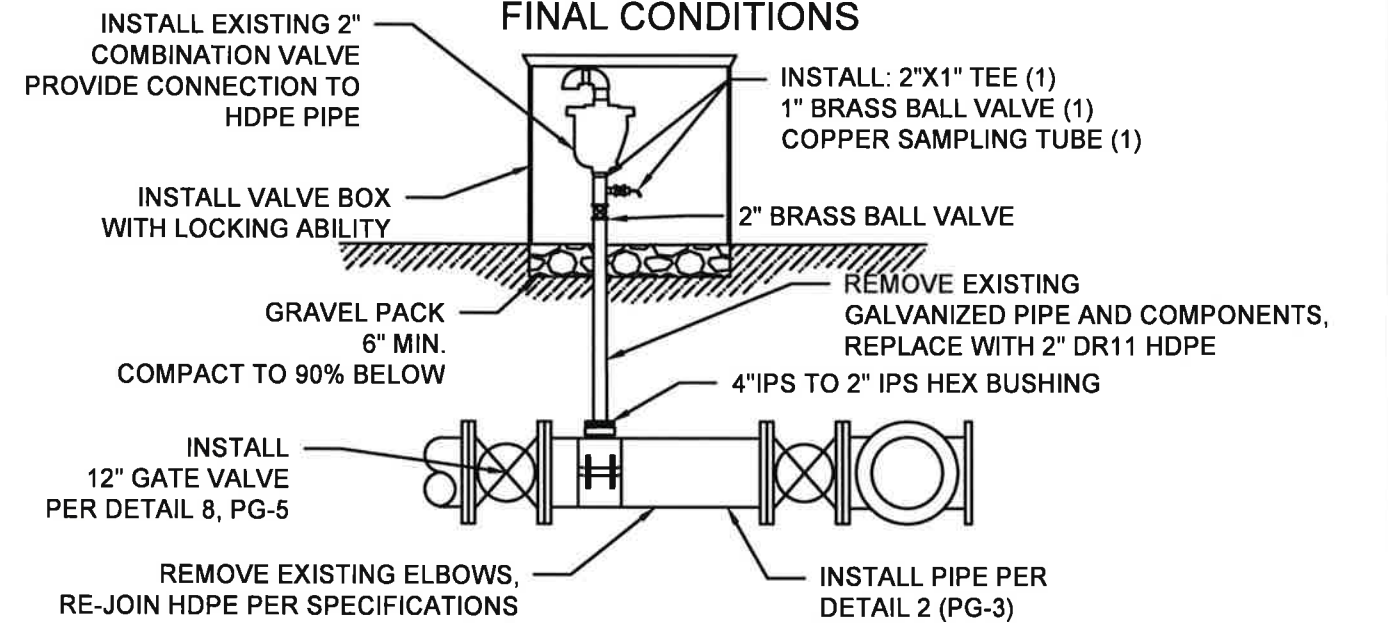


Michael Errante
 MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

**DETAIL 3
WESTERN TERMINUS
EXISTING CONDITIONS**



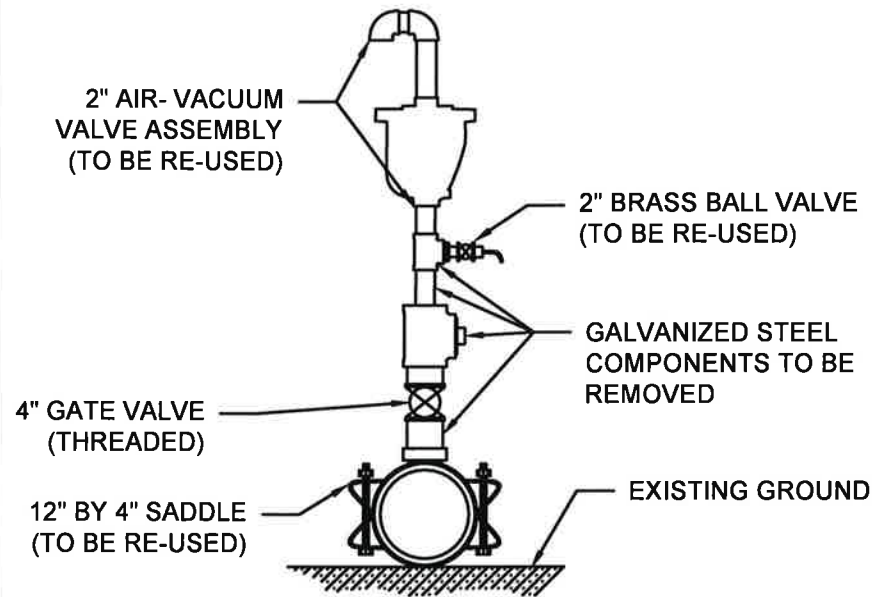
**DETAIL 4
WESTERN TERMINUS
FINAL CONDITIONS**



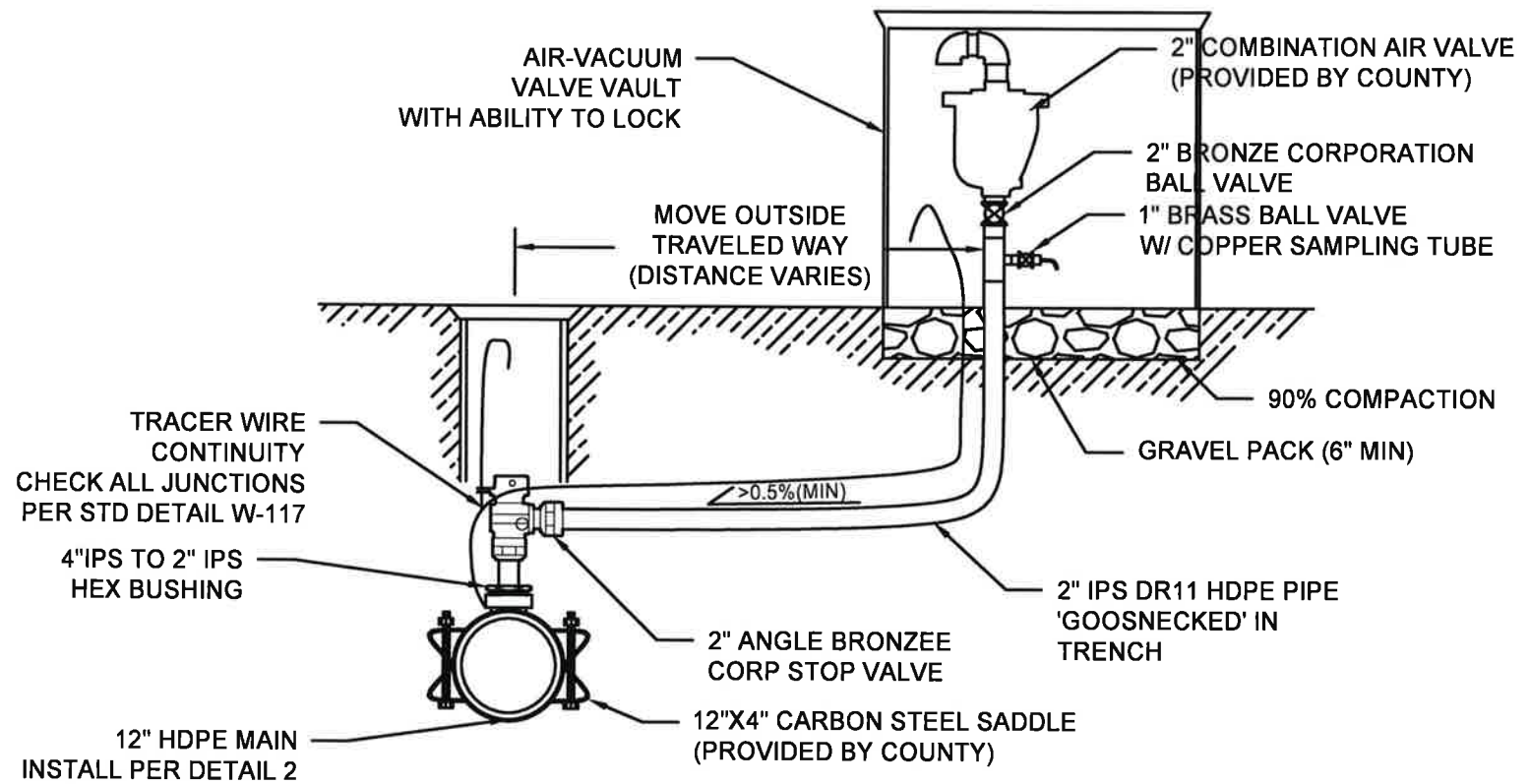
Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INDEPENDENCE WATER MAIN INDEPENDENCE, CA	
Drawn by: J. TRAUSSCHT	Date: 7/20	Checked By: M. ERRANTE	Date: 7/20
Date: AUGUST 2020	Drawing Name: INDY_SET.dwg	SHEET 3 OF 10	

8/27/2020
 DATE

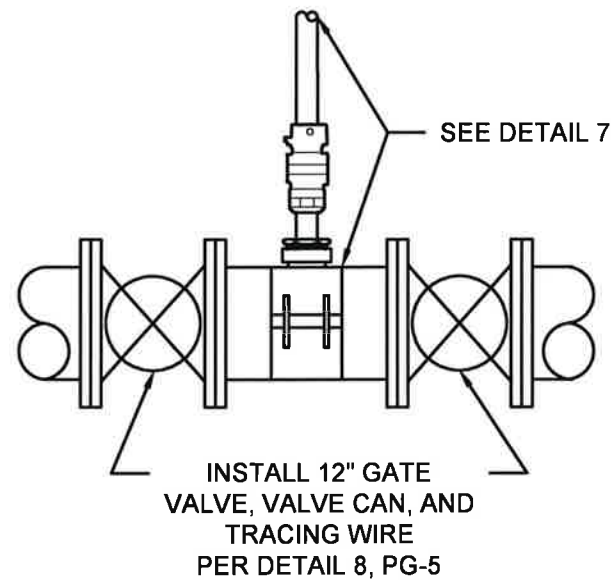
**DETAIL 5
AIR-VACUUM VALVE
EXISTING CONDITION (TYPICAL OF 3)**



**DETAIL 7
AIR-VACUUM VALVE
FINAL CONDITION (TYPICAL)**



**DETAIL 6
AIR-VACUUM VALVE
FINAL CONDITION (TYPICAL)**

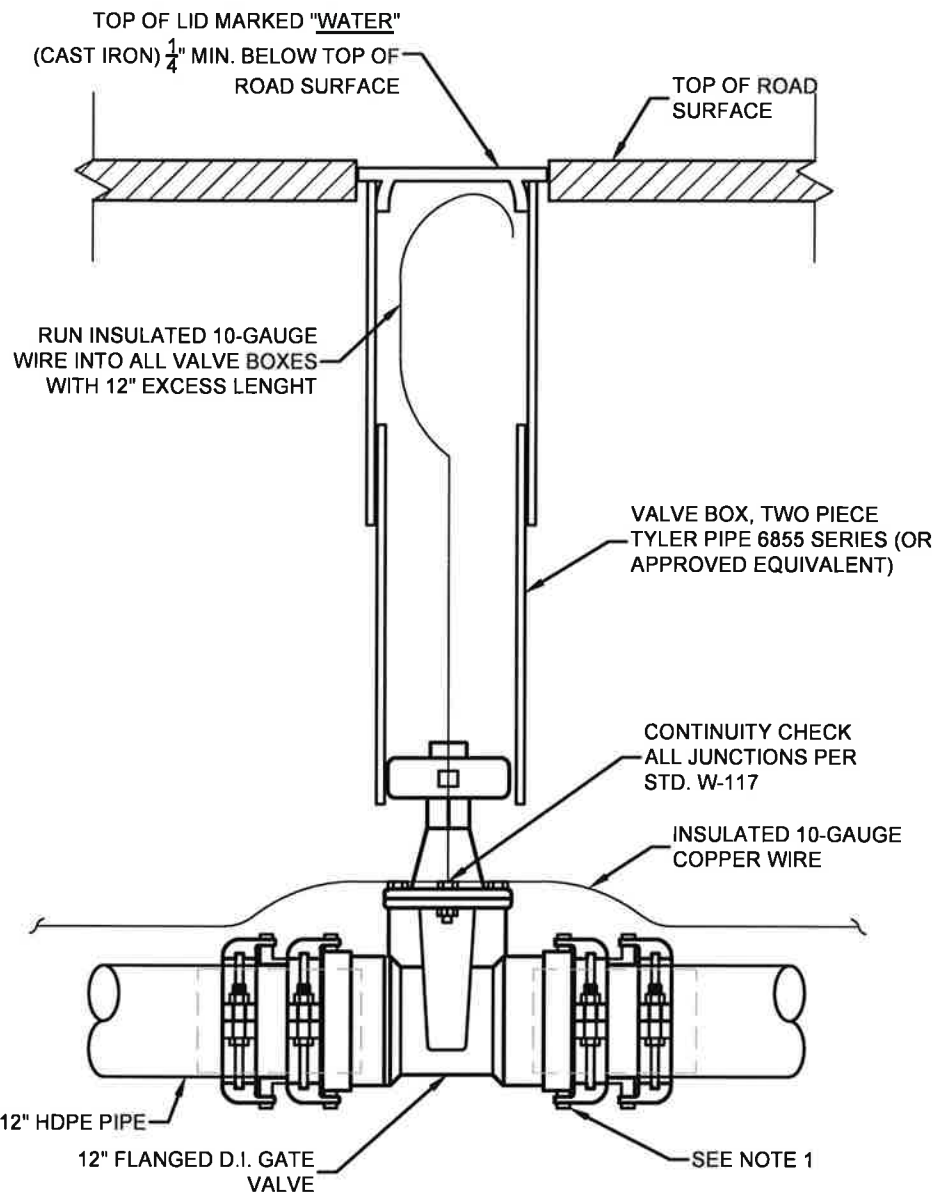


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MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

8/27/2020
DATE

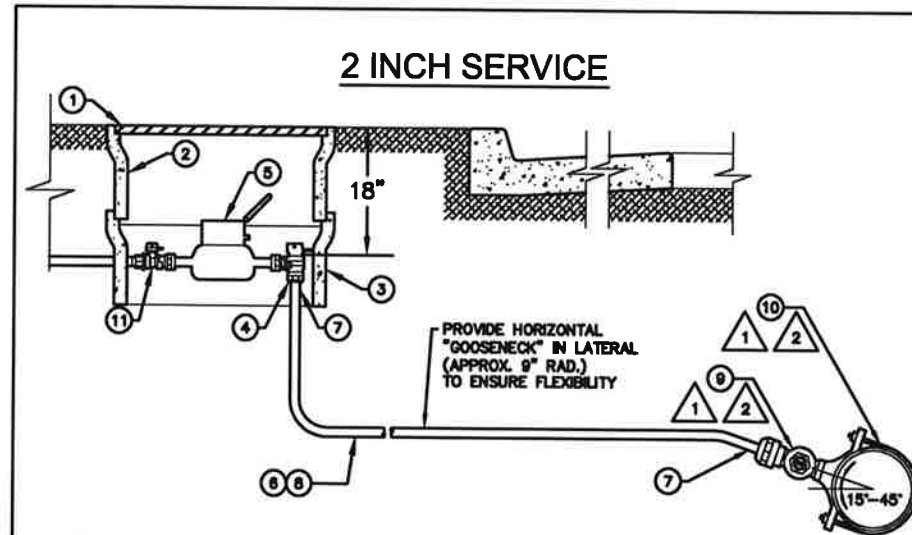
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Date: AUGUST 2020		Drawing Name: INDY_SET.dwg	SHEET 4 OF 10

**DETAIL 8
STD GATE VALVE INSTALLATION DETAIL**



NOTE 1 - BUTT FUSED JOINT OR RESTRAINED MJ ADAPTER WITH STAINLESS STEEL STIFFENER AND ACCESSORY KIT. MJ ADAPTER TO INCLUDE BOLTS AND NUTS, GRADE 3 OR HIGHER, AND LONG ENOUGH TO ACCOMMODATE THE ADDED LENGTH OF HDPE FITTING TO ATTACH TO VALVES.

**DETAIL 9
INYO COUNTY STD DETAIL W-102**



- NOTES:**
- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER DR2B SERIES SERVICE SADDLE AND B2502B-2" CORP
 - 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N3502B-2" CORP.
 - 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

MATERIAL LIST

ITEM	QTY.	DESCRIPTION	MFR	PART#
1	1	METER BOX LID, 0.25" DIAMOND PLATE, 20.25" x 33.25"	EISEL	W60TDP
2	1	METER BOX 18.5" x 31" I.D., WITH REBAR REINFORCED RIM, GALV FRAM	EISEL	W60TMB
3	1	BOX EXTENSION	EISEL	W60TEX
4	1	2" ANGLE METER BALL VALVE, BRONZE W/ LOCKWING, 360°, W/SWIMLE N	MUELLER	B-24278N-3
5	1	2" METER, LO-LEAD BRONZE, 100 FT ³ , TATTLE TALE DIAL, 0.75"x1", NSF-61	NEPTUNE	T10
6	VAR.	2" TUBING, TYPE K COPPER OR CTS POLYETHYLENE, CLASS 200 AWWANSF	-	-
7	2	LINER INSERTS FOR CTS POLY TUBE	MUELLER	506141
8	VAR.	PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS	-	-
9	1	2" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE	MUELLER	-
10	1	SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	-
11	1	2" BALL STRAIGHT METER VALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG	MUELLER	B-24337N-3

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015
 DRAWN BY: TD
 APPROVED BY: JA CLINT QUILTER - Director

2 INCH SERVICE INSTALLATION

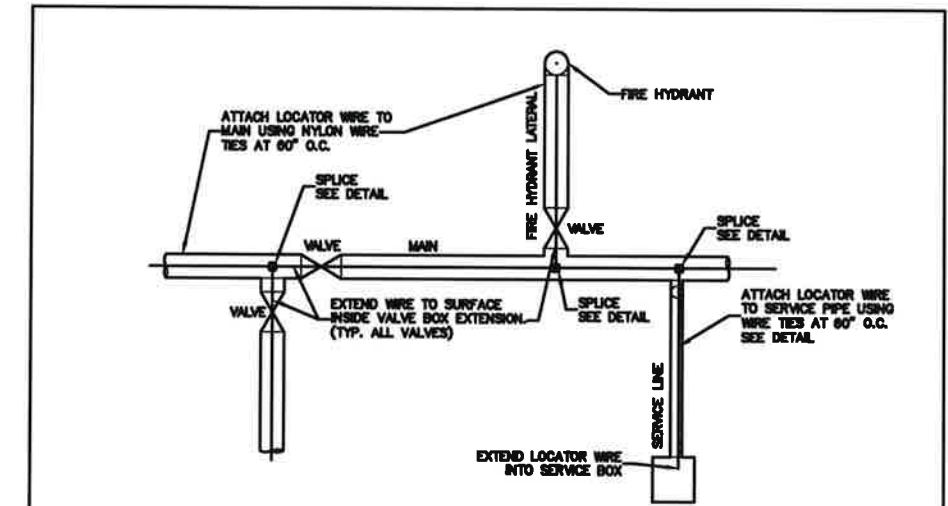
W-102



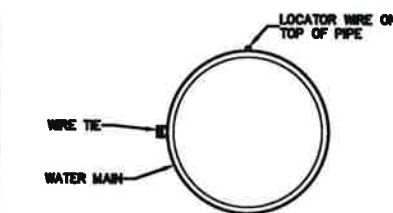
Michael Errante
 MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

8/27/2020
 DATE

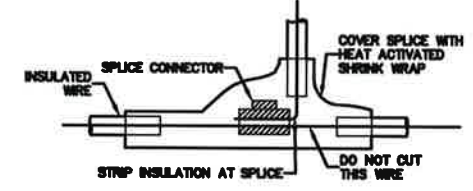
**DETAIL 10
INYO COUNTY STD DETAIL W-117**



SCHMATIC PLAN



DETAIL OF WIRE ATTACHMENT



SPLICE DETAIL

INYO COUNTY PUBLIC WORKS DEPT.

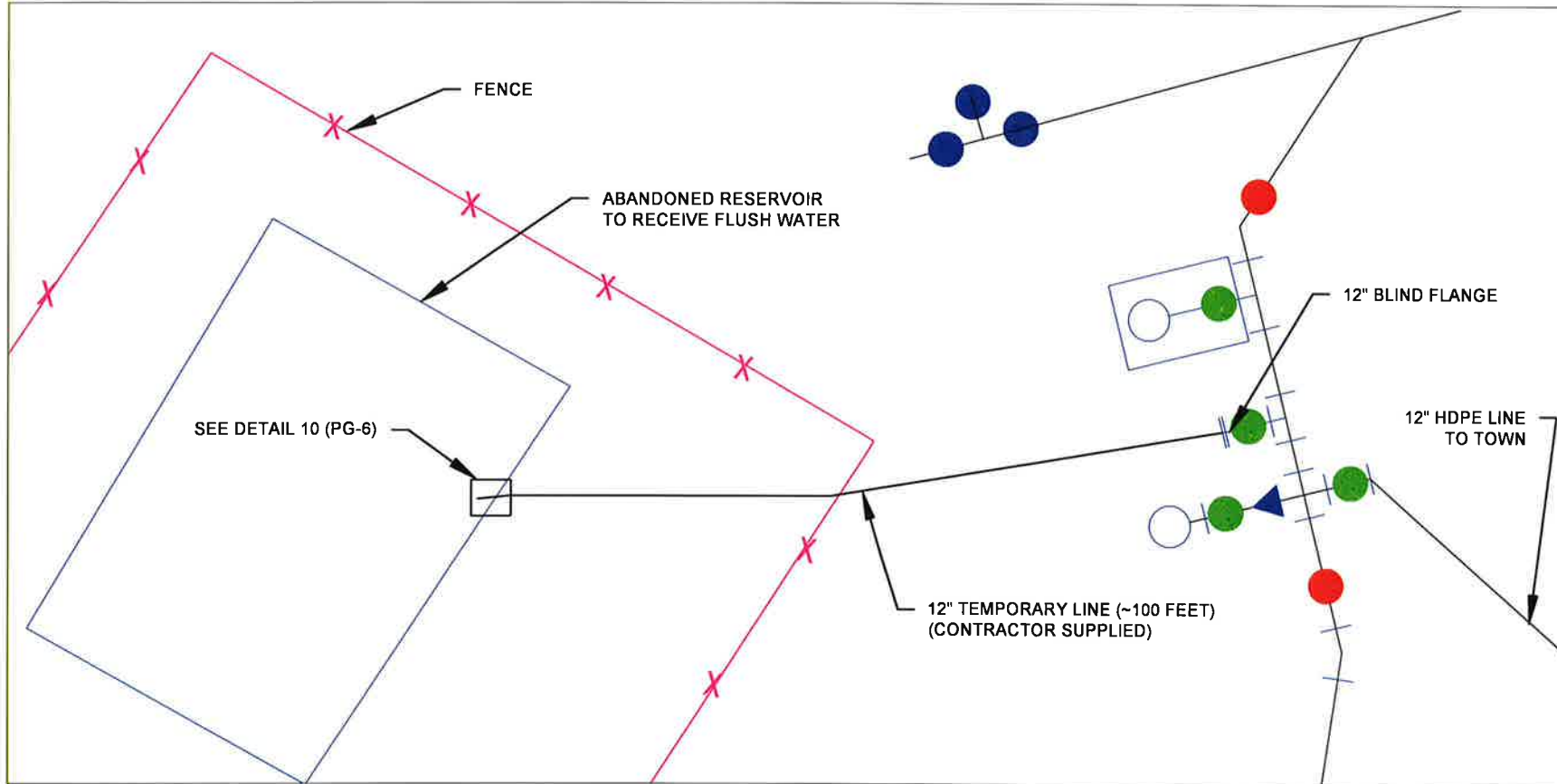
DATE: SEPT 2015
 DRAWN BY: TD
 APPROVED BY: JA CLINT QUILTER - Director

LOCATOR WIRE DETAIL

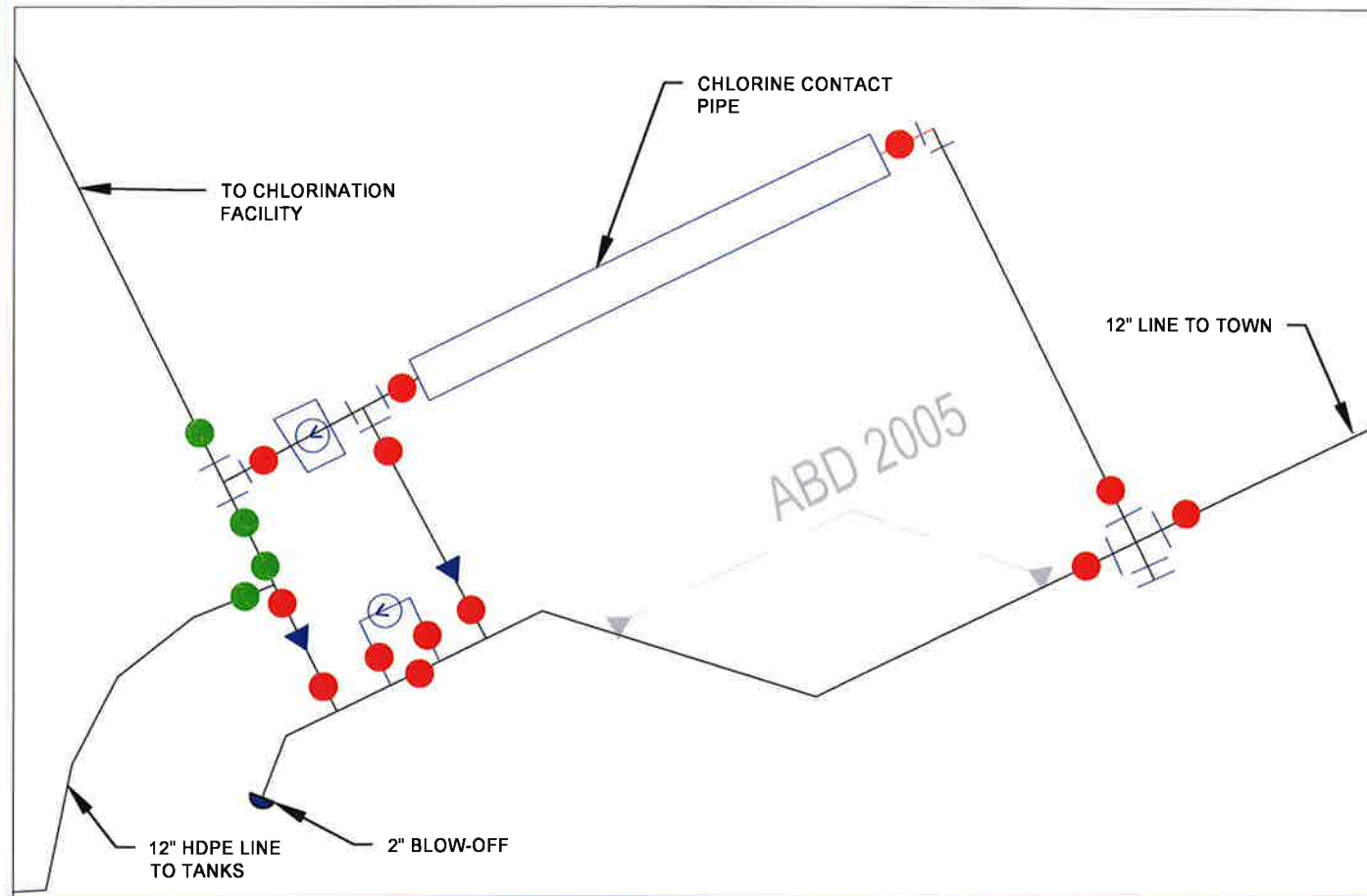
W-117

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INDEPENDENCE WATER MAIN INDEPENDENCE, CA	
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Date: AUGUST 2020	Drawing Name: INDY_SET.dwg	SHEET 5 OF 10	

WESTERN TERMINUS



EASTERN TERMINUS



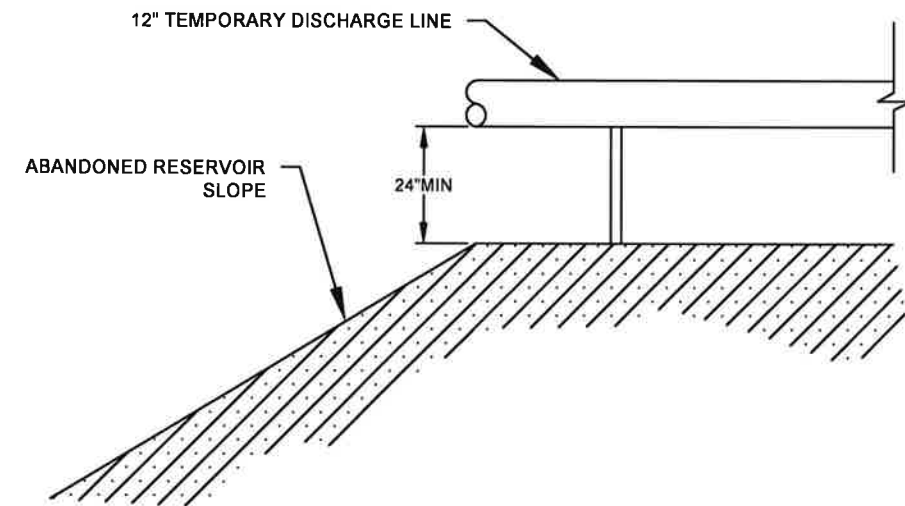
PIPELINE FLUSHING AND SAMPLING SCHEMATIC NOTES

- 1.) CONTRACTOR TO SUPPLY 12" TEMPORARY DISCHARGE LINE.
- 2.) WATER LINE WILL BE FLUSHED WITH CHLORINATED WATER UNTIL 3 PIPELINE VOLUMES HAVE BEEN DISCHARGED WHILE MAINTAINING A CHLORINE RESIDUAL OF 0.4 PPM.
- 3.) INYO COUNTY IS RESPONSIBLE FOR CHLORINE DOSING, CHLORINE SAMPLING, AND COLLECTION AND ANALYSIS OF BACTERIOLOGICAL SAMPLES.

LEGEND

- GATE VALVE TO BE CLOSED
- GATE VALVE TO BE OPEN
- GATE VALVE TO REMAIN AS-IS
- ▲ REDUCER
- AIR-RELEASE VALVE

DETAIL 11









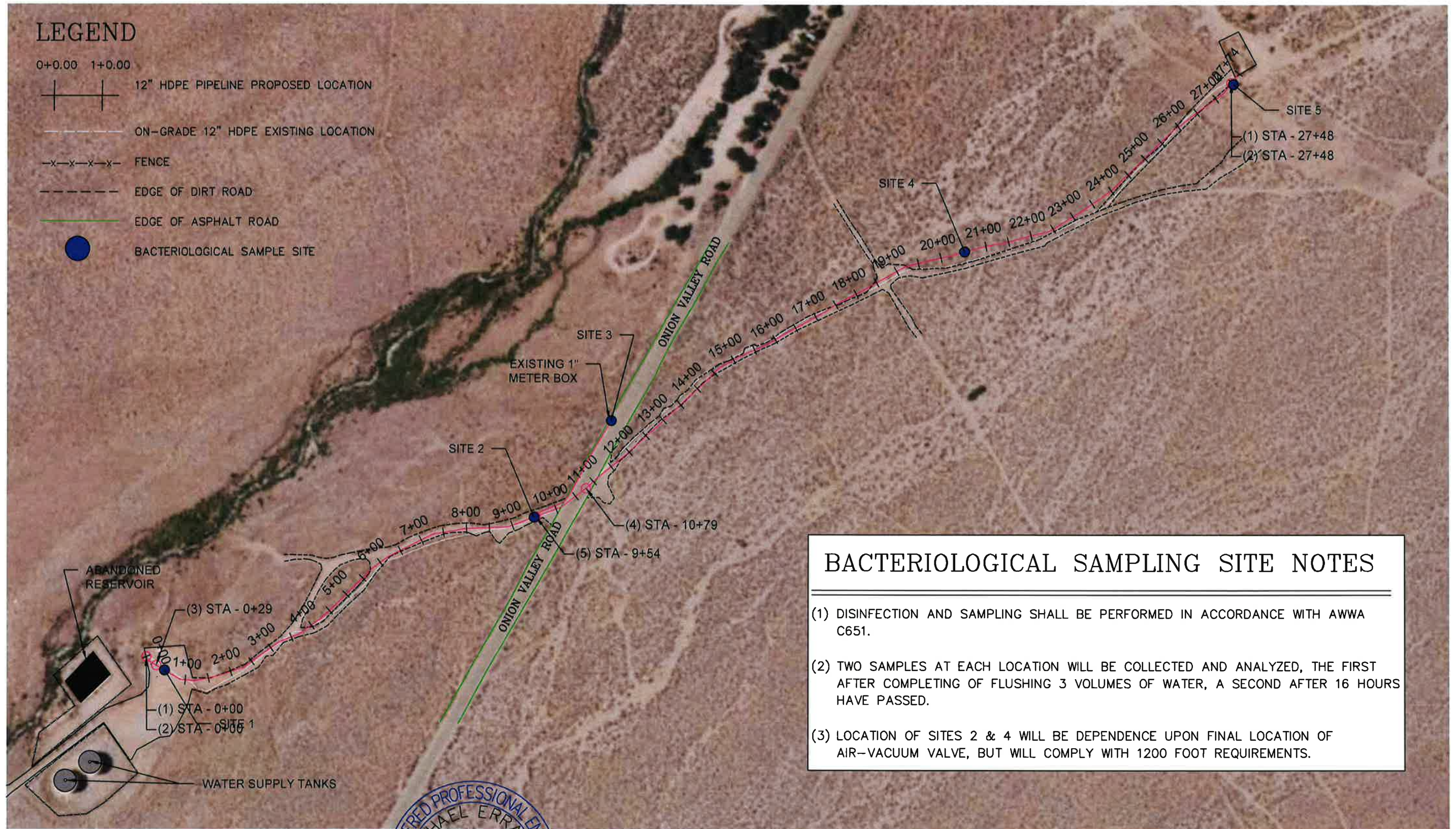
Michael Errante
 MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

8/27/2020
 DATE

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Date: AUGUST 2020		Drawing Name: INDY_SET.dwg	
SHEET 6 OF 10			

LEGEND

- 0+0.00 1+0.00
 12" HDPE PIPELINE PROPOSED LOCATION
-  ON-GRADE 12" HDPE EXISTING LOCATION
-  FENCE
-  EDGE OF DIRT ROAD
-  EDGE OF ASPHALT ROAD
-  BACTERIOLOGICAL SAMPLE SITE



BACTERIOLOGICAL SAMPLING SITE NOTES

- (1) DISINFECTION AND SAMPLING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651.
- (2) TWO SAMPLES AT EACH LOCATION WILL BE COLLECTED AND ANALYZED, THE FIRST AFTER COMPLETING OF FLUSHING 3 VOLUMES OF WATER, A SECOND AFTER 16 HOURS HAVE PASSED.
- (3) LOCATION OF SITES 2 & 4 WILL BE DEPENDENCE UPON FINAL LOCATION OF AIR-VACUUM VALVE, BUT WILL COMPLY WITH 1200 FOOT REQUIREMENTS.



INDEPENDENCE WATER MAIN
SCALE: 1"=50'

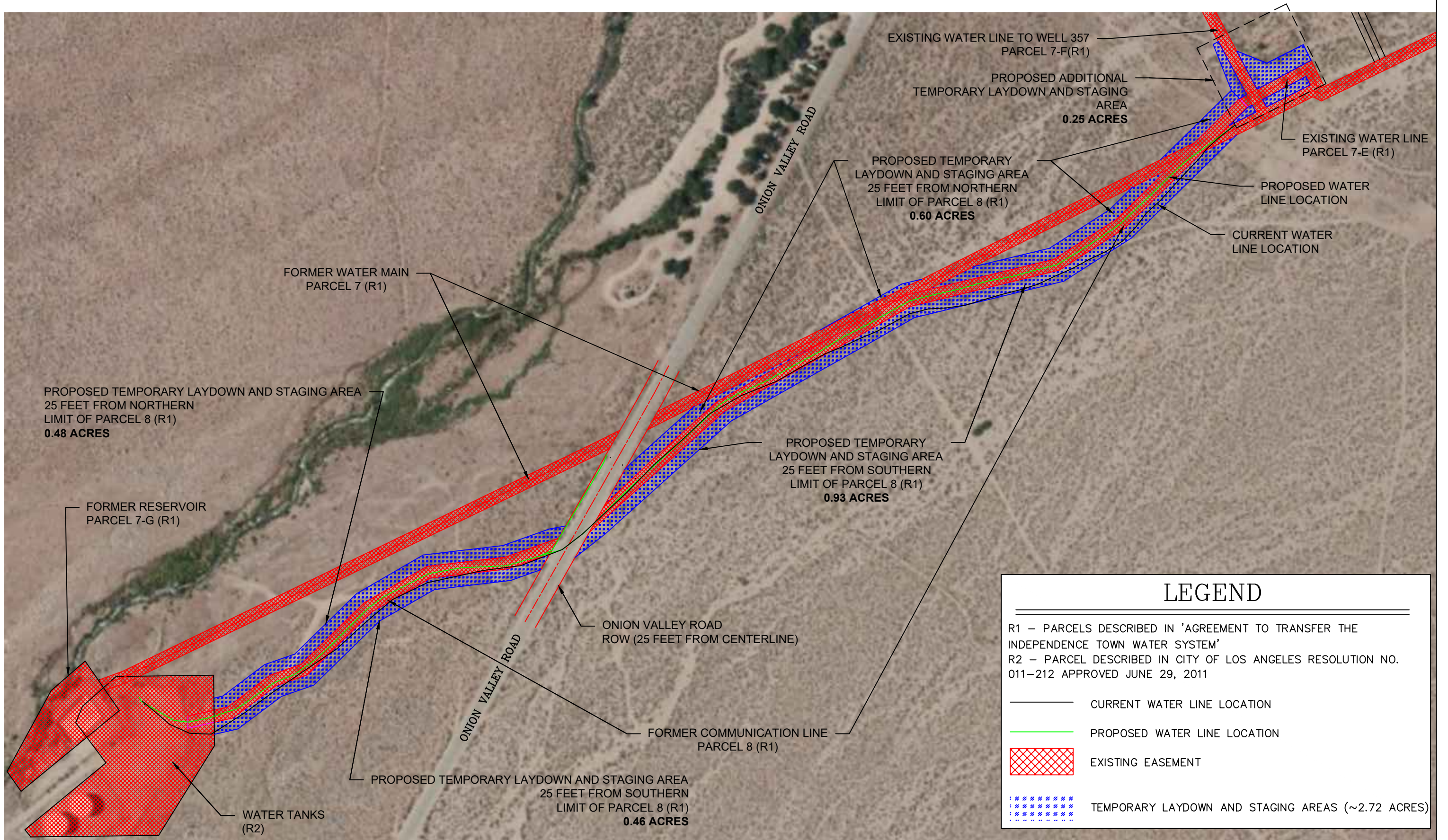


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MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

8/27/2020
DATE

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(760) 878-0201			
Drawn by:	Date:	Checked By:	Date:
J. TRAUSSCHT	7/20	M. ERRANTE	7/20

INDEPENDENCE WATER MAIN	
INDEPENDENCE, CA	
Date:	Drawing Name:
AUGUST 2020	INDY_SET.dwg
SHEET 7 OF 10	



LEGEND

R1 – PARCELS DESCRIBED IN 'AGREEMENT TO TRANSFER THE INDEPENDENCE TOWN WATER SYSTEM'
 R2 – PARCEL DESCRIBED IN CITY OF LOS ANGELES RESOLUTION NO. 011-212 APPROVED JUNE 29, 2011

— CURRENT WATER LINE LOCATION
 — PROPOSED WATER LINE LOCATION
 [Red Hatched Box] EXISTING EASEMENT
 [Blue Hatched Box] TEMPORARY LAYDOWN AND STAGING AREAS (~2.72 ACRES)



INDEPENDENCE WATER MAIN

SCALE: 1"=50'

MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

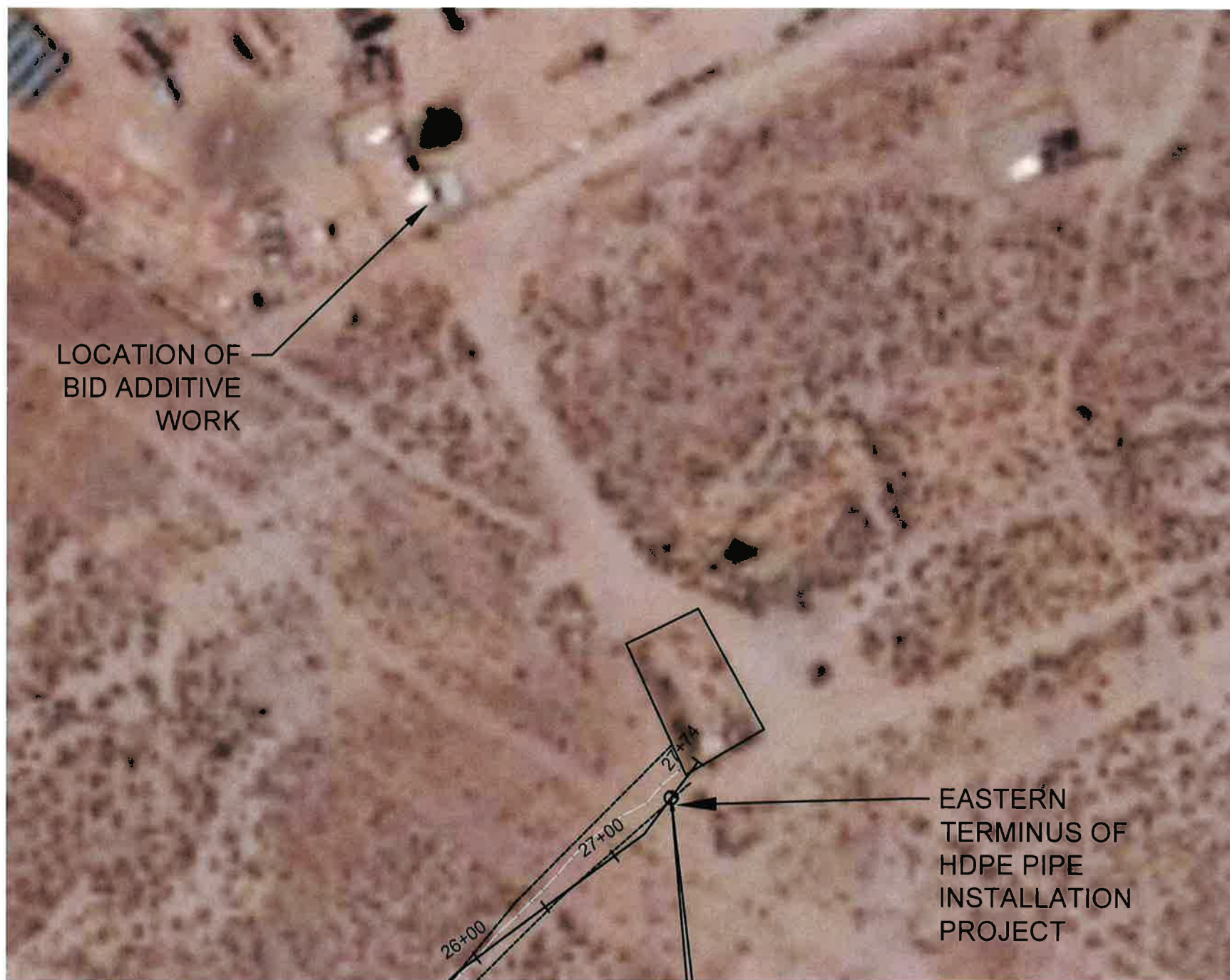
DATE

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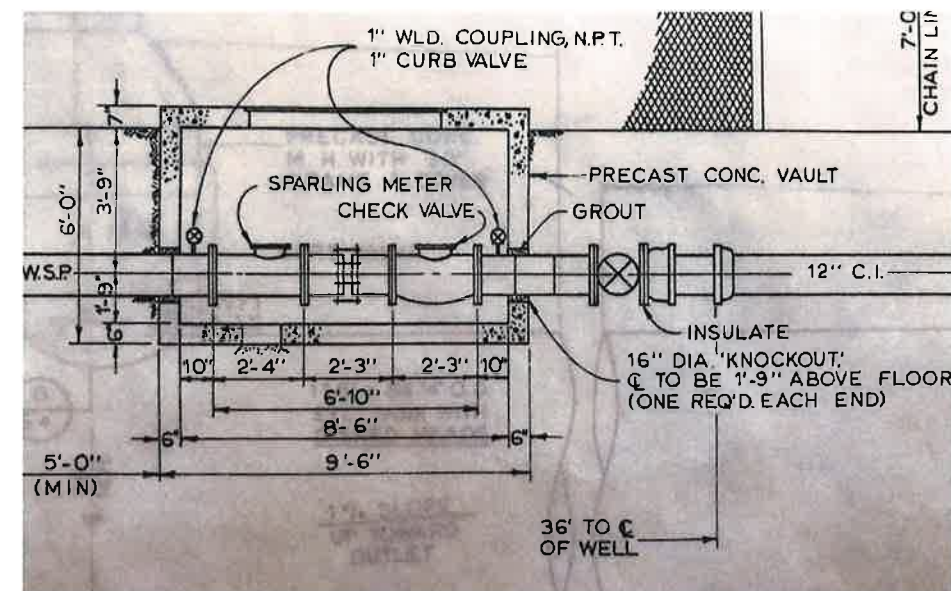
INDEPENDENCE WATER MAIN
 INDEPENDENCE, CA

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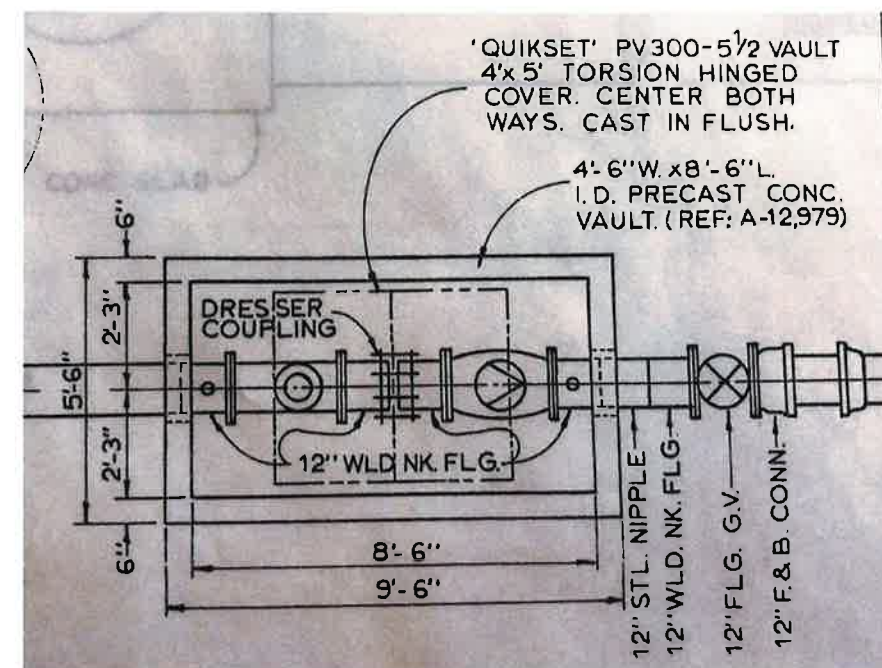
BID ADDITIVE LOCATION



AS-BUILT PLAN VIEW



AS-BUILT ELEVATION VIEW



Michael Errante
 MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

8/27/2020
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Drawn by: J. TRAUSSCHT Date: 7/20
 Checked By: M. ERRANTE Date: 7/20

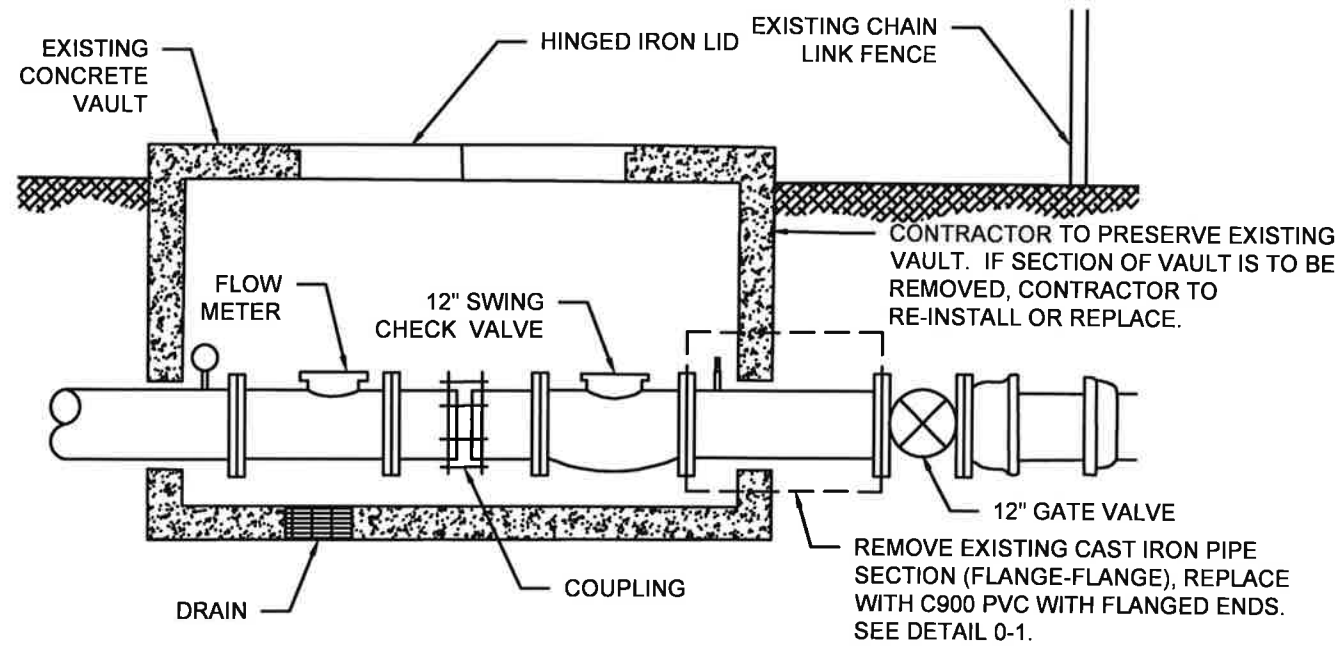
**INDEPENDENCE WATER MAIN
 OPTION 1**
 INDEPENDENCE, CA

Date: AUGUST 2020
 Drawing Name: INDY_SET.dwg
 SHEET 9 OF 10

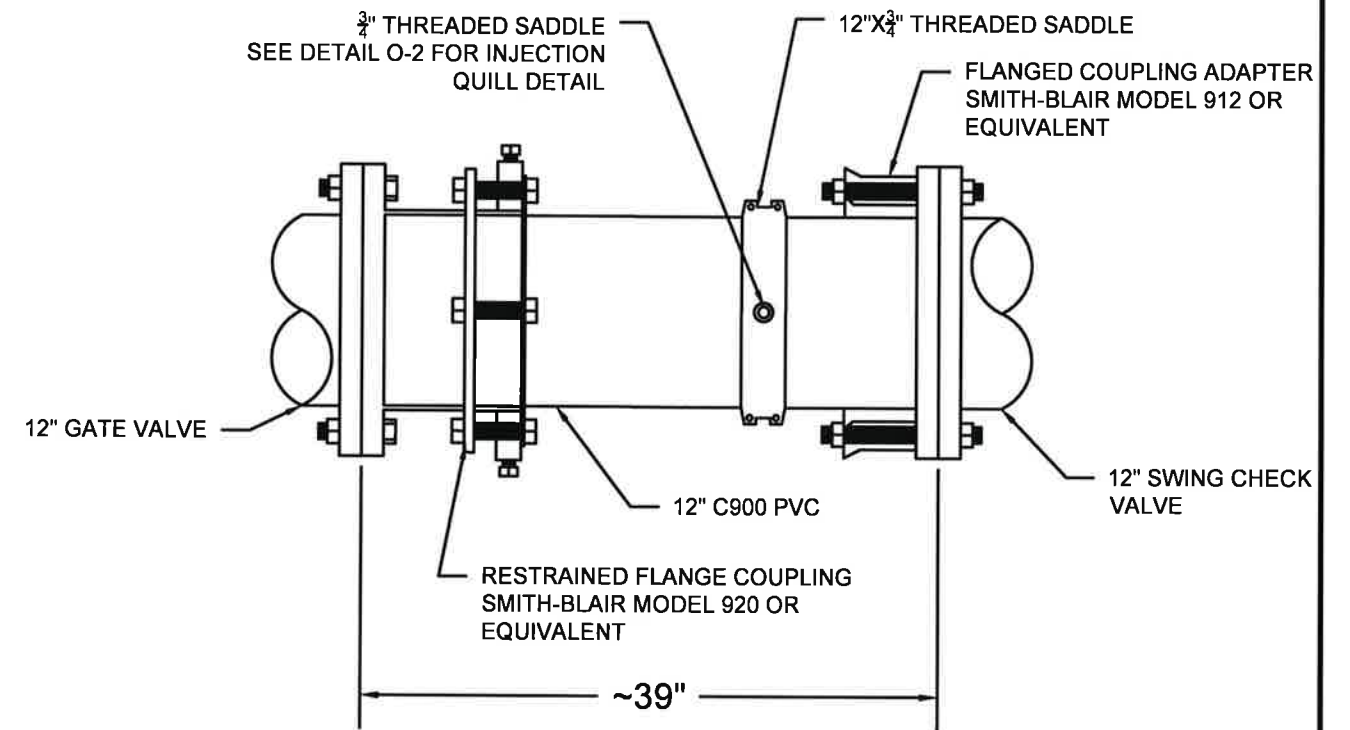


INDEPENDENCE WATER MAIN
 SCALE: 1"=50'

PLAN VIEW EXISTING



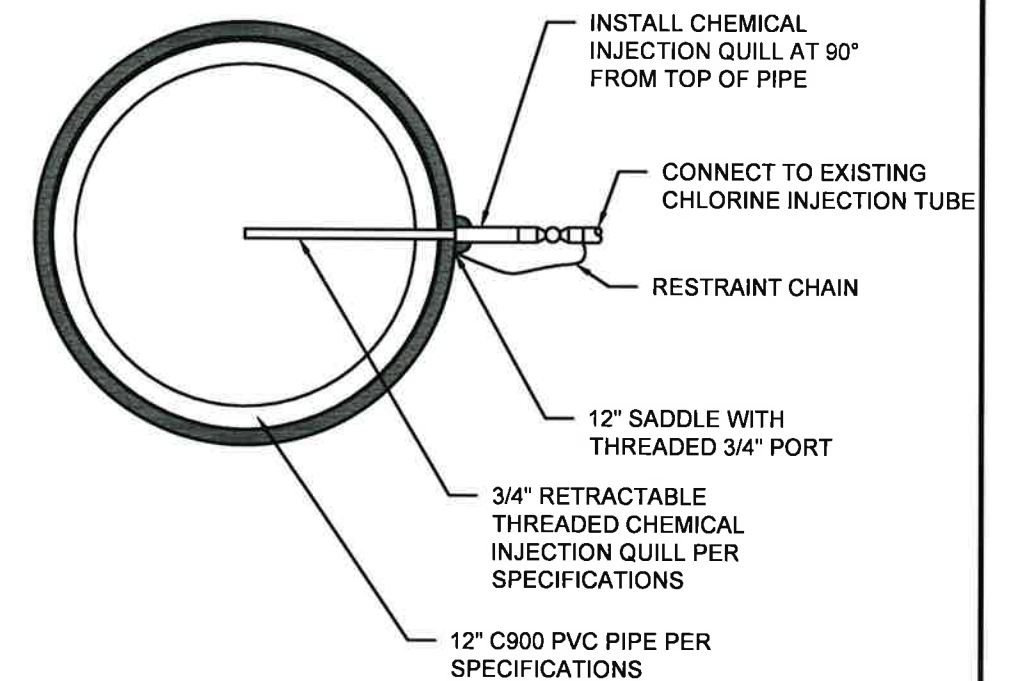
DETAIL 0-1



NOTES

- (1) REMOVE EXISTING 12" CAST-IRON PIPE SECTION (FLANGE-FLANGE) AND REPLACE WITH 12" C900 PVC SECTION (FLANGED-FLANGED, FULLY RESTRAINED).
- (2) INSTALL 3/4" SADDLE ON 12" C900 PVC SECTION AND 3/4" CHEMICAL INJECTION QUILL, AND 1/2" PVC BALL VALVE.
- (3) EXISTING VAULT AND LID TO REMAIN. REPAIR/REPLACE ANY SECTIONS OF VAULT THAT ARE REMOVED FOR DURING CONSTRUCTION.
- (4) INJECTION QUILL TO REACH TO CENTER OF PIPE (+/-0.5").

DETAIL 0-2



INDEPENDENCE WATER MAIN
SCALE: 1"=50'



[Signature]
MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

8/27/2020
DATE

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168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

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**INDEPENDENCE WATER MAIN
OPTION 1**
INDEPENDENCE, CA

Date: AUGUST 2020	Drawing Name: INDY_SET.dwg	SHEET 10 OF 10
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County of Inyo



County Administrator - Budget TIMED ITEMS - ACTION REQUIRED

MEETING: September 8, 2020

FROM: Clint Quilter

SUBJECT: Adoption of the FY 2020-2021 County Budget

RECOMMENDED ACTION:

10:30 A.M. - BUDGET HEARINGS - Request Board: A) collect public comment; and B) review and adopt the Fiscal Year 2020-2021 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 22, 2020, the 14-day deadline to complete the Budget Hearings.)

SUMMARY/JUSTIFICATION:

The CAO Recommended Budget can be viewed online at www.inyocounty.us and hard copies are available for public review in the Clerk of the Board of Supervisors' office, 224 N. Edwards St., Independence, and the May Street Offices at 163 May St., Bishop.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

All County departments

FINANCING:

See CAO Recommended Budget.

ATTACHMENTS:

1. FY 20-21 Budget Index

APPROVALS:

Darcy Ellis
Denelle Carrington
Clint Quilter

Created/Initiated - 9/3/2020
Approved - 9/3/2020
Final Approval - 9/3/2020

INYO COUNTY FISCAL YEAR 2020-2021 BUDGET HEARINGS SCHEDULE
Administrative Center, Independence
September 8, 2020 – beginning at 10:30 a.m. & continuing as necessary

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