



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AMENDED AGENDA

Auditorium – Furnace Creek Visitors Center

California 190, Death Valley, CA 92328

Hurlbutt-Rook Community Center

405 Tecopa Hot Springs Rd., Tecopa, CA 92389

SEE ATTACHED MAPS

NOTICE TO THE PUBLIC: The County of Inyo plans to make this meeting available for viewing and listening via Zoom webinar at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. The public webinar will be provided to the public as a convenience only. Should remote access not be available, the Board of Supervisors reserves the right to conduct the meeting without remote access. Public comment may be made in person or in advance by sending written comments – limited to 250 words or fewer – to the Assistant Clerk of the Board at boardclerk@inyocounty.us

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).

REGULAR MEETING

April 18, 2023

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

CALL TO ORDER IN FURNACE CREEK (FURNACE CREEK VISITORS CENTER, CALIFORNIA 190, DEATH VALLEY)

- 11 A.M.** 1) **Workshop** - The Board will convene at the Furnace Creek Visitors Center for a workshop in which the following individuals and organizations will address the Board on items of interest to Death Valley and Inyo County as a whole:
- A) Representatives of the Timbisha-Shoshone Tribe;
 - B) DVNP Superintendent Mike Reynolds and Management Analyst Abby Wines;
 - C) Rick During, General Manager of the Oasis at Death Valley;
 - D) Henry Golas of the Death Valley Conservancy;
 - E) Fred Conboy, President of Amargosa Opera House, Inc., and Ramon Caballero, Vice President;
 - F) Matthew Paruolo, Government Relations Manager for Southern California Edison; and
 - G) Any other interested parties.
- The workshop is expected to last 1-1.5 hours, after which the Board will recess in order to travel to Tecopa.*

CALL TO ORDER IN TECOPA (HURLBUTT-ROOK COMMUNITY CENTER, 405 TECOPA HOT SPRINGS RD., TECOPA, CA)

- 2:30 P.M.**
- 2) **Pledge of Allegiance**
 - 3) **Public Comment**
Comments may be time-limited
 - 4) **County Department Reports**

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

5) **Approval of Board of Supervisors Meeting Minutes**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of April 4, 2023.

6) **Amendment No. 1 to the Contract with TerraVerde Energy, LLC**

Public Works | Michael Errante

Recommended Action:

- A) Approve Amendment No. 1 to the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA to:
 - 1. Delete Section 3 (b) i which reads as follows, "actual vs expected avoided electric utility costs;"
 - 2. Delete Section 3 (b) iii which reads as follows, "actual vs expected savings;" and
- B) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

7) **Amendment No. 4 to MGE Engineering, Inc. Contract**

Public Works | Michael Errante

Recommended Action: Ratify and approve Amendment No. 4 to the contract between the County of Inyo and MGE Engineering Inc of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2023, contingent upon approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

8) **2022 Maintained Mileage Certification**

Public Works | Michael Errante

Recommended Action: A) Approve Resolution No. 2023-10, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2022 Maintained Mileage Log," and authorize the Chairperson to sign; and B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

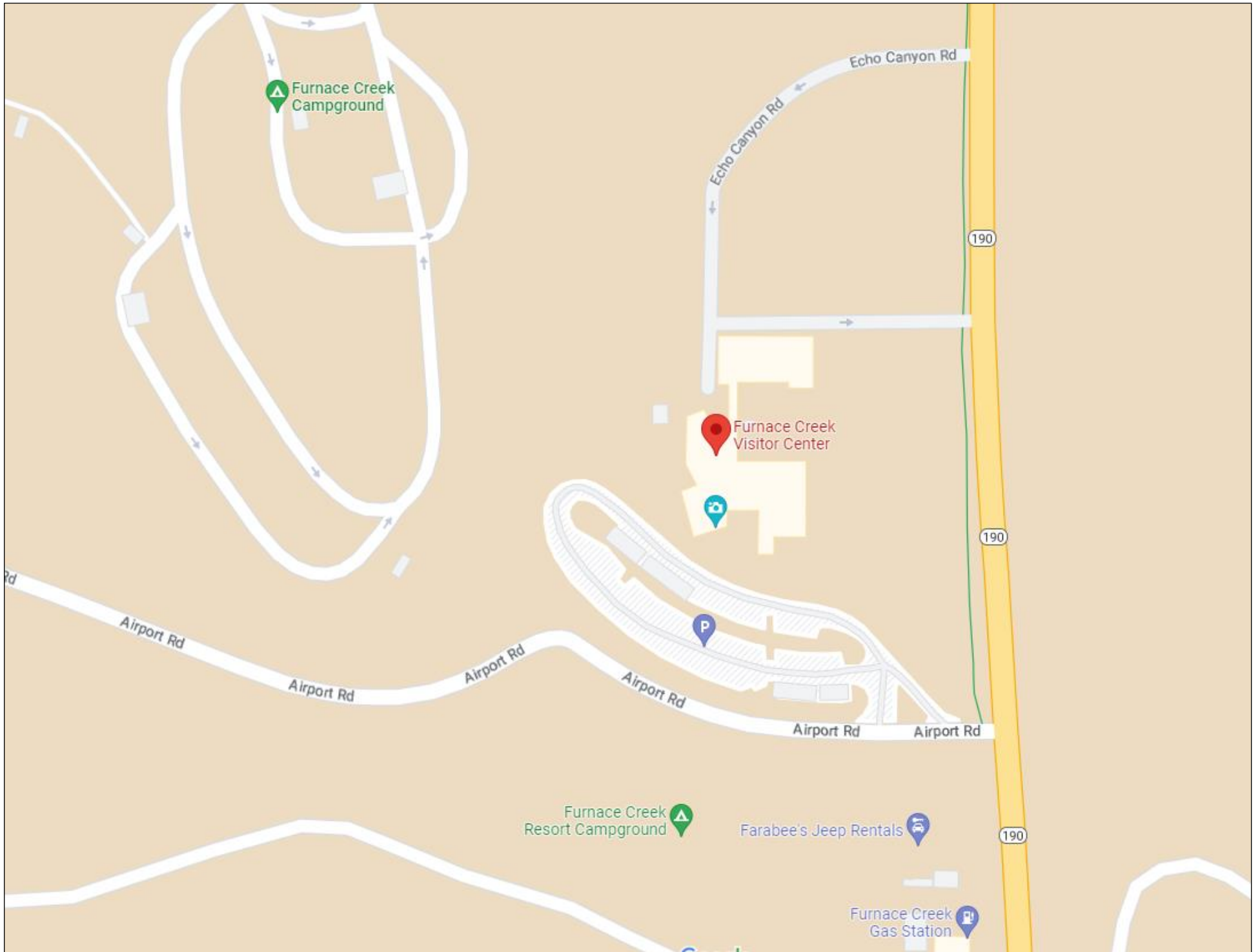
REGULAR AGENDA - AFTERNOON

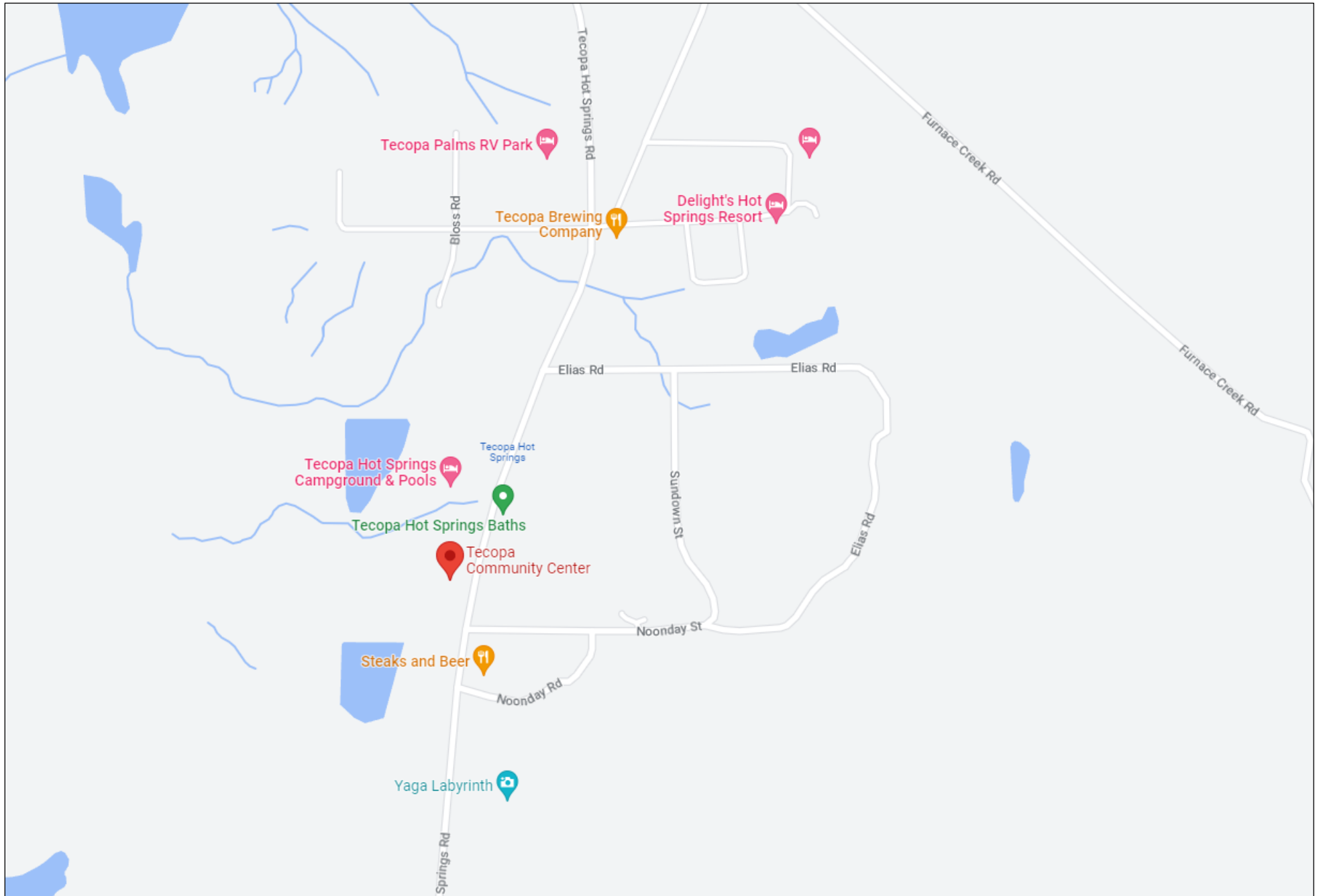
- 9) **Presentations/Updates** - The following individuals will address the Board on items of interest to Southeast Inyo County and the County as a whole:
- A) Matthew Paruolo, Southern California Edison Government Relations Manager;
 - B) Robin Flinchum, Board Chairperson, Southern Inyo Fire Protection District;
 - C) Mason Voel, Executive Director of the Amargosa Conservancy;
 - D) **ADDENDUM** - Susan Sorrells, representing the campaign to create the Amargosa Basin National Monument;
 - E) Paul Barnes of Tecopa Hot Springs Conservancy, the concessionaire of Tecopa Hot Springs Campground; and
 - F) Marc Stamer, Barstow BLM Field Manager.
- 10) **Public Works Update on Roads, Sewer Pond, and Future Projects**
Public Works | Michael Errante, John Pinckney, Greg Waters
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Receive an informational update from Public Works on current and future projects taking place in the Tecopa/Shoshone area.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 11) **Public Comment**
Comments may be time-limited
- 12) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects





Tecopa Palms RV Park

Tecopa Brewing Company

Delight's Hot Springs Resort

Tecopa Hot Springs Campground & Pools

Tecopa Hot Springs Baths

Tecopa Community Center

Steaks and Beer

Yaga Labyrinth

Tecopa Hot Springs Rd

Bloss Rd

Elias Rd

Elias Rd

Sundown St

Noonday St

Noonday Rd

Springs Rd

Furnace Creek Rd

Furnace Creek Rd

Elias Rd



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 18, 2023

Reference ID:
2023-3699

Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of April 4, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft April 4, 2023 Minutes

APPROVALS:

Darcy Ellis

Created/Initiated - 4/4/2023

Darcy Ellis

Final Approval - 4/4/2023

MINUTES



County of Inyo Board of Supervisors

April 4, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on April 4, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

Closed Session The Chairperson asked for public comment related Closed Session items and there was nobody wishing to speak.

Closed Session Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.; No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

Open Session Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:11 a.m. with all Board members present.

Pledge of Allegiance Supervisor Orrill led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

Employee Service Recognition – 1st Q 2023 The following employees were recognized for reaching service milestones with the County during the first quarter of 2023:

- Paul Dorame, 25 years, Tammy McDevitt, 20 years, and Mark Smith, 15 years, Sheriff's Office
- Rick Chapman, 15 years, Information Services
- Gilbert Conde, 5 years, and Claude Felton, 5 years, Public Works
- Edith Chavez, 5 years, Nicole Gonzalez, 5 years, and Catherine Grisham, 5 years, Health & Human Services
- Mallory Watterson, 5 years, County Counsel
- Wendy Carrington, 25 years, Personnel

Presentation – Carson & Colorado Railway Company Dave Mull of Carson & Colorado Railway gave the Board a presentation on recent and upcoming events for the group, including a celebration at Laws Railroad Museum March 18-19 and March 25-26. He shared photos and video of the event, as well as the effort to move the train from Independence to Bishop.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda.

Public comment was made by Lauralynn Hundley.

County Department Reports

HHS Director Marilyn Mann reported that April is Child Abuse Prevention Month and related events include “Paint it Blue Fridays” and a memorial flag raising on April 28. She also announced that April 3-9 is National Public Health Week, explaining that the infrastructure for public health services was bolstered by additional resources during the COVID-19 pandemic, but now there are state budget proposals to start eroding that funding. She urged everyone to continue supporting the provision of public health funding.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the minutes of the regular Board of Supervisors meetings of March 21, 2023 and March 28, 2023. Motion carried unanimously.

HHS-ESAAA – CDA Agreement Amendment 1

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-2223-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$27,182, for a total contract amount of \$1,591,555, and authorize the HHS Director to sign the Standard Agreement Amendment. Motion carried unanimously.

HHS-Health/Prevention – Registered Dietician at D Step

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to authorize the hiring of one (1) Registered Dietitian, Range 74 (\$5,649 - \$6,868), at the D Step (\$6,541). Motion carried unanimously.

HHS-Behavioral Health – Behavioral Health Nurse at E Step

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to authorize the hiring of one (1) Behavioral Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918). Motion carried unanimously.

Planning – MOU with BLM

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the Memorandum of Understanding to establish cooperating agency status with the Bureau of Land Management for the Section 368 Corridors Resource Management Plan Amendment and associated Environmental Impact Statement and authorize the Planning Director to sign. Motion carried unanimously.

Probation – Tulare County Agreement Amendment B

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve Amendment B No. 30192 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2023 through June 30, 2024, contingent upon the Board’s approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Accepting Federal Highway Grant

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to:

- A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of \$209,600 for safety improvements along 1.2 miles of Old Spanish Trail Highway in the Emigrant Pass area;
- B) Authorize the Public Works Department Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of September 1, 2023 through December 31, 2025, contingent upon the Board’s approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously.

Public Works – LP Airport Taxiway Plans & Specs

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the plans and specifications for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project and authorize the Public Works Director to advertise the project pending approval from the FAA. Motion carried unanimously.

PW-Recycling & Waste Management – Tire Amnesty Event

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to:

- A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and
- B) Authorize payment from Recycling Waste Management to American Refuse, the County’s tire hauler, for pickup for these events only, in addition to their existing

Gate Fee Waiver contract for tire hauling for waste management. Motion carried unanimously. Motion carried unanimously.

CAO – Administrative Operations Analyst Job Description Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to:
 A) Approve the Administrative Operations Analyst job description; and
 B) Update the title of the Assistant to the CAO (Range 74, \$5,649 - \$6,868) in the County Administrator's Department to Administrative Operations Analyst (Range 74, \$5,649 - \$6,868) in the Authorized Strength report. Motion carried unanimously.
 Motion carried unanimously.

CAO – Elaine Kabala Contract Amendment 1 Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve Amendment No. 1 to the contract between the County of Inyo and Elaine Kabala for the Provision of Personal Services as the Executive Director of Regional Coordination, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Environmental Health – Amending Well Ordinance Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to:
 A) Introduce, read title, and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adding Sections 14.24.051 and 14.24.052 to the Inyo County Code to Revise and Clarify Procedures for the Processing of Applications for Groundwater Wells;" and
 B) Set enactment of said ordinance for April 25, 2023 in the County Administrative Center in Independence.
 Motion carried unanimously.

CAO – Spring Runoff and Planning Efforts The Board received an overview from CAO Greenberg, Road Superintendent Shannon Platt, and Acting Sheriff's Lt. Nate Derr of the work and planning being done to help mitigate expected impacts from the Sierra runoff, which is expected to be as much as 1 million acre-feet.

CAO – Update on State of EMS CAO Greenberg and HHS Director Marilyn Mann gave an update on the status of emergency medical services in the greater Bishop area, noting that a firm, Coast to Coast Public Safety, has been identified to provide EMS on an initial short-term basis to ensure no gap in coverage when Symons Ambulance ends its services on April 22.

Personnel – HHS Deputy Director-Public Health & Prevention Contract Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Stephanie Tanksley for the provision of professional services as the Health and Human Services Deputy Director Public Health and Prevention at Range 88, Step E, \$9,618 per month, effective April 13, 2023; and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Recess/Reconvene The Chairperson recessed the meeting for lunch at 11:47 a.m. and reconvened the meeting at 12:25 p.m. with all Board members present.

Museum Division Overview Eastern California Museum Director Shawn Lum presented an overview of the County's museum operations, including plans for upcoming grant-funded projects.

Public Comment Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports Assistant Clerk of the Board Ellis announced that yesterday was Office Clerk Hayley Carter's birthday.

 CAO Greenberg reported attending a number of internal meetings and noted there is no meeting next week and he looks forward to the April 18 meeting in Southeast Inyo.

 County Counsel Vallejo wished Ms. Carter a happy birthday.

 Supervisor Griffiths wished Ms. Carter a happy birthday; reported that planning has begun at Inyo Council for the Arts to recruit a new executive director when the current one retires; said

he attended an IMACA board meeting, a meeting with the City of Bishop and Inyo County Veterans Service Officer on veterans housing, and the annual cattlemen's dinner, and will be attending Friday's meeting of the Mammoth-Inyo Airport Working Group (MIAWG) and next week's California State Association of Counties (CSAC) Legislative Conference in Sacramento.

Supervisor Orrill said she will be attending the MIAWG meeting as Inyo County's appointed representative and is getting ready for the CSAC conference, and also wished Ms. Carter a happy birthday.

Supervisor Marcellin also wished Ms. Carter a happy birthday and said he is preparing for next week's CSAC conference.

Supervisor Kingsley said he wished Ms. Carter a happy birthday yesterday, and reported meeting with constituents, attending the Lone Pine FFA Blue & Gold fundraiser and the cattlemen's dinner.

Ms. Carter thanked everyone for the birthday wishes and announced that April is Autism Awareness Month, noting that the Sheriff's Department has created a special patch in recognition of the observance and she hoped the Board could see them soon.

Adjournment

The meeting was adjourned at 1:53 p.m. to 11:30 a.m. Tuesday, April 4, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 18, 2023

Reference ID:
2023-3662

Amendment No. 1 to the Contract with TerraVerde Energy, LLC Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Approve Amendment No. 1 to the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA to:

- 1) Delete Section 3 (b) i which reads as follows, "actual vs expected avoided electric utility costs".
- 2) Delete Section 3 (b) iii which reads as follows, "actual vs expected savings".

B) And authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 26, 2022, your Board approved a contract with TerraVerde, LLC providing asset management services for solar photovoltaic systems located at the Jail, Courthouse Annex and the Juvenile Hall. TerraVerde is requesting to amend their contract to remove Section 3 (b) i and Section 3 (b) iii. The need for this amendment is due to the fact that TerraVerde inadvertently used scope language in our contract that is specifically for clients they serve inside PG&E's service territory. County of Inyo, being subject to LADWP rates, has a different scope that does not include the same type of information as can be found for clients behind an independently owned utility such as PG&E. This amendment does not change any other term or condition and the rest of the contract shall remain unchanged and shall continue on in full force and effect.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011100
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There is no current fiscal year impact			
Future Fiscal Year Impacts			
N/A			
Additional Information			

There is no monetary value associated with this contract amendment.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, however, that is not recommended as these are reports TerraVerde, LLC. will not be able to provide to Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. TerraVerde Energy Amendment No. 1

APPROVALS:

Breanne Nelums	Created/Initiated - 3/22/2023
Darcy Ellis	Approved - 3/22/2023
Breanne Nelums	Approved - 3/23/2023
John Vallejo	Approved - 3/23/2023
Amy Shepherd	Approved - 3/25/2023
Michael Errante	Approved - 3/26/2023
Nate Greenberg	Final Approval - 4/12/2023



**FIRST AMENDMENT TO
ASSET MANAGEMENT SERVICES AGREEMENT**

This First Amendment (“Amendment”) to Asset Management Services Agreement is entered into this 18th day of April 2023 (“Effective Date”), by and between County of Inyo, hereinafter referred to as “System Owner” and TerraVerde Energy, LLC hereinafter referred to as “Service Provider”, who individually may be referred to as “party” and together as “parties”.

WHEREAS, Service Provider and System Host previously entered into that certain Asset Management Services Agreement (“Agreement”) on the 1st day of April 2022 for the provision of certain asset management services for the System Owner’s solar photovoltaic systems; and

WHEREAS, Service Provider wishes to amend Appendix 2 “Scope of Work” to mirror original list of contract deliverables for System Owner.

NOW, THEREFORE, the parties enter into this Amendment whereby Service Provider agrees to provide asset management services to the System Owner under the terms and conditions set forth below:

- A. Amending Appendix 2 as follows
 - 1. Delete Section 3 (b) i which reads as follows “actual vs expected avoided electric utility costs”.
 - 2. Delete Section 3 (b) iii which reads as follows “actual vs expected savings”

- B. Except as amended by this amendment, all other terms and conditions in this Agreement shall remain unchanged and shall continue on in full force and effect



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SERVICE PROVIDER: TerraVerde Energy, LLC.

Name: Ali Chehrebsaz
Title: CEO

Service Provider Signature: _____ **Date:** _____

SYSTEM OWNER: County of Inyo

Name: _____

Title: _____

System Owner Authorized Signature: _____ **Date:** _____

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of April 2022 an order was duly made and entered as follows:

*Public Works –
TerraVerde
Sole-Source
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) declare TerraVerde Energy, LLC of San Francisco, CA a sole-source provider of asset management services for solar photovoltaic systems; B) ratify the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA for the provision of asset management services for solar photovoltaic systems in an amount not to exceed \$15,531.13 for the period of April 1, 2022 through March 31, 2025, contingent upon the Board's approval of future budgets; and C) authorized the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>May 6, 2022</i>



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Justine Kokx

SUBJECT: Sole-Source Contract with TerraVerde Energy, LLC

RECOMMENDED ACTION:

Request Board: A) declare TerraVerde Energy, LLC of San Francisco, CA a sole-source provider of asset management services for solar photovoltaic systems; B) ratify the contract between the County of Inyo and TerraVerde Energy, LLC of San Francisco, CA for the provision of asset management services for solar photovoltaic systems in an amount not to exceed \$15,531.13 for the period of April 1, 2022 through March 31, 2025, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In 2013, Inyo County utilized Terra Verde's services to install solar arrays at the Jail, Juvenile Hall, and at the Independence Annex building parking lot. TerraVerde performed project design, project management, and created a facility operations plan for the solar arrays. TerraVerde has been the provider of energy and performance optimization services since the installation of the solar arrays and subsequently has intricate knowledge of the systems and maintenance protocols, ensuring the warranty remains intact and valid. As systems get older, the importance of consistent performance analysis and monitoring increases. TerraVerde integrates its proprietary SolarShadow platform with the utility, solar, and battery data systems, giving them real-time insight into the energy and financial performance of solar & battery assets. Access to real-time performance data is invaluable for gauging the overall health of the system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

TerraVerde has been the provider of energy and performance optimization services since the installation of the solar arrays. They have intricate knowledge of the solar array systems and maintenance protocols to ensure continued warranty coverage.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract. This is not advisable. TerraVerde's long-term knowledge of the systems ensures a cost effective, consistent and practical means to ensure the solar systems continue to be well maintained.

OTHER AGENCY INVOLVEMENT:

Inyo County Public Works

County Counsel
Inyo County Auditor
Risk Management

FINANCING:

This contract will be budgeted in the Building, Maintenance & Grounds Budget, 011100; Professional Services, object code 5265.

ATTACHMENTS:

1. TerraVerde Quarterly Report 2021-2022Q2
2. Asset Management Service Agreement April 2022
3. Attachment B Insurance Requirements

APPROVALS:

Justine Kokx	Created/Initiated - 4/14/2022
Michael Errante	Approved - 4/15/2022
Breanne Nelums	Approved - 4/18/2022
Darcy Ellis	Approved - 4/18/2022
Aaron Holmberg	Approved - 4/19/2022
John Vallejo	Approved - 4/19/2022
Amy Shepherd	Final Approval - 4/19/2022



QUARTERLY ASSET MANAGEMENT REPORT
Q2 2021–2022

SITE SUMMARY

I. Solar Sites

Site Name	Operational Year	PV Size (kW-DC)	Ownership	Installer
Adult Jail	2013	238.0	County Owned	Tesla
Courthouse Annex	2013	101.5	County Owned	Tesla
Juvenile Hall	2013	91.0	County Owned	Tesla
TOTAL		430.5		

	DELIVERED
1 ST QUARTER: JULY 2021 – SEPTEMBER 2021	DECEMBER 10, 2021
2 ND QUARTER: JULY 2021 – DECEMBER 2021	FEBRUARY 3, 2022
3 RD QUARTER: JULY 2021 – MARCH 2022	
ANNUAL REPORT: JULY 2021 – JUNE 2022	

QUARTERLY AND ANNUAL REPORTS ARE COMPILED FOLLOWING RECEIPT AND REVIEW OF COMPLETE PRODUCTION DATA.

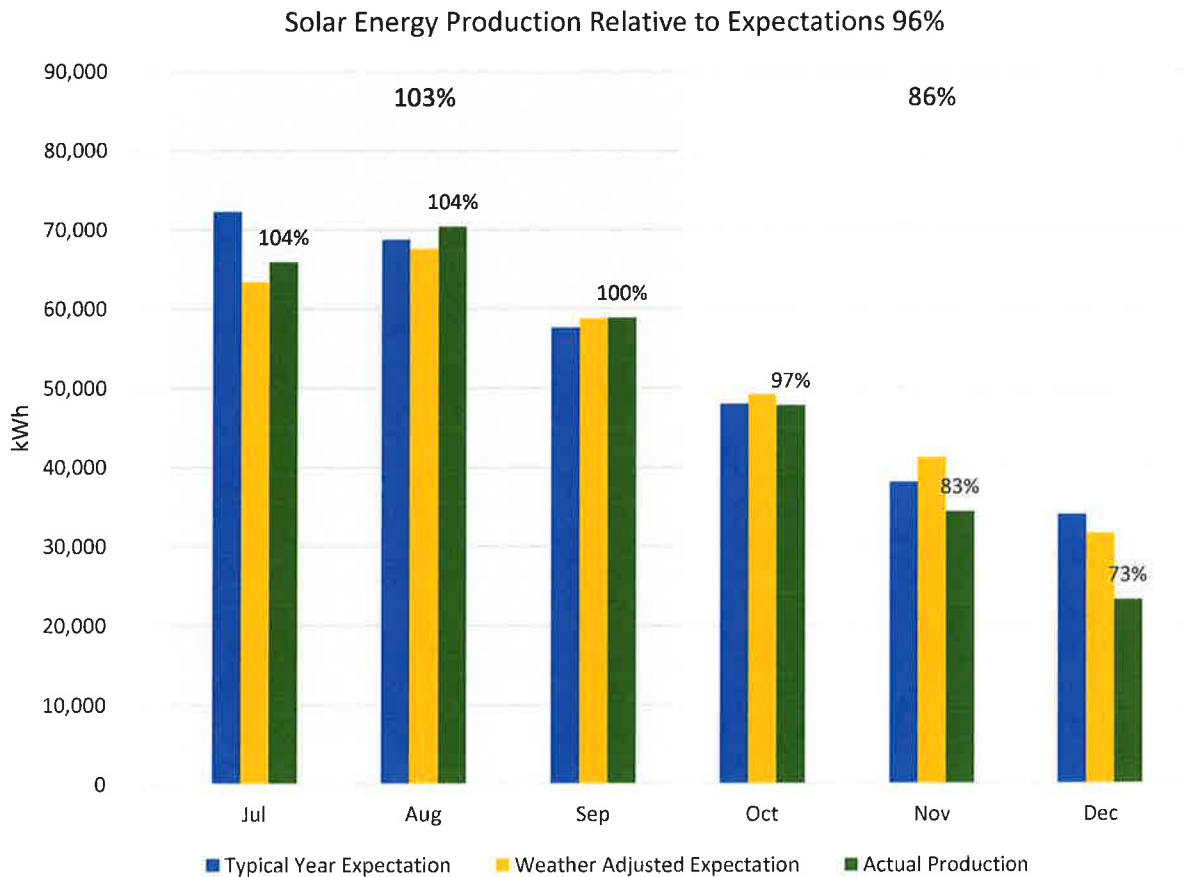
PREPARED FOR: Inyo County
PRESENTED BY: TerraVerde Energy, LLC

1. INTRODUCTION

This report is prepared to present a performance review of the Photovoltaic (PV) systems from July 2021 through December 2021. Individual site production can be found in Section 4. A guide to understanding the data in this report can be found in Section 5.

An analysis of the PV system production shows that over this period, the **County's PV systems produced 96% of what would be expected** in a typical, weather adjusted year. Underperformance this period was due to the system issues described in the Corrective Maintenance section. Those issues have since been resolved.

Inyo County Total



2. CORRECTIVE MAINTENANCE

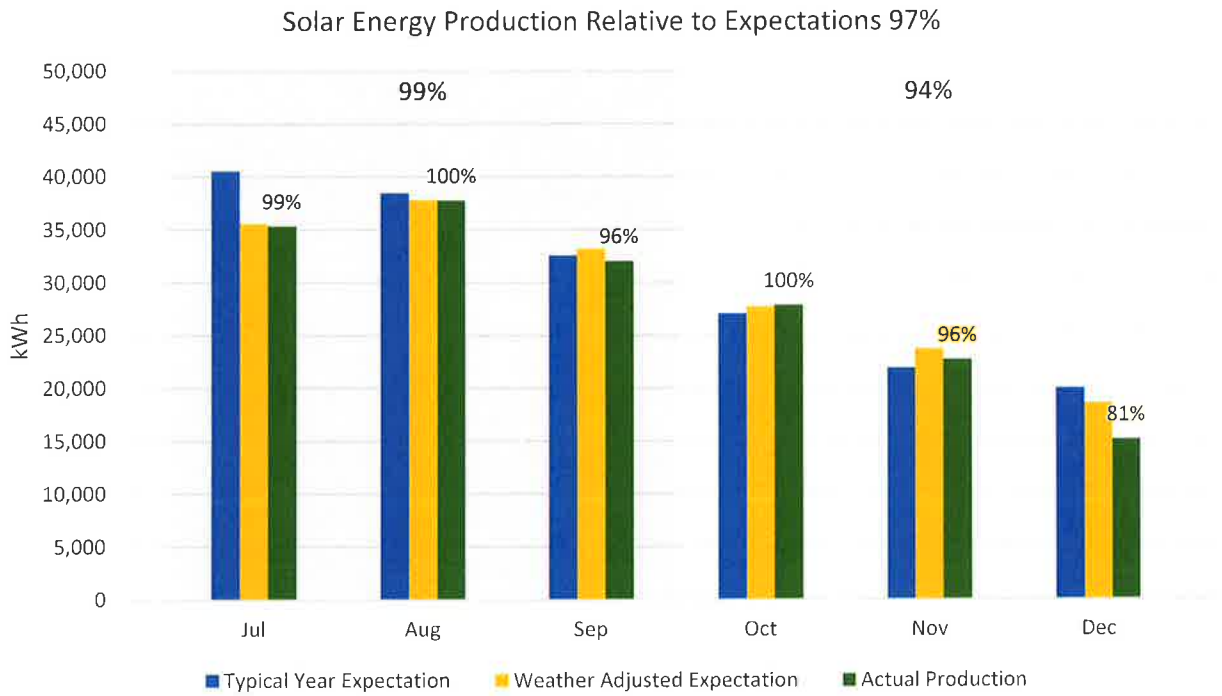
Start Date	End Date	Length	Asset Name	Subject	Date	Status
10/24/2021	11/23/2021	30	Inyo County Juvenile Hall PV System	System stopped reporting data on the monitoring platform. Cannot confirm system operation.	12/2/2021	Tesla visited site on 11/23 and replaced the gateway. System resumed normal data communication.
					11/17/2021	Tesla indicated that they have a site visit planned for 11/23.
					11/10/2021	Discussed issue with Tesla on the phone and confirmed they opened a case for troubleshooting.
					11/8/2021	Informed the district personnel and requested them to visit the site to check the status of the inverter and power cycle it before we reach out to Tesla for further troubleshooting.
12/8/2021	1/21/2022	44	Inyo County Courthouse Annex PV System	System stopped producing power.	1/27/2022	Tesla visited the site on 1/21 and found a tripped breaker in the switchgear. Breaker was reset and production resumed.
					1/19/2022	Tesla confirmed again that site visit is planned for 1/21.
					1/12/2022	Tesla site visit was rescheduled to 1/21. It is possible to resources can be pulled in to make the visit sooner.
					1/5/2022	Tesla confirmed they have a site visit scheduled for 1/7.
					12/15/2021	Discussed case with Tesla on the phone and confirmed that they have a case open to troubleshoot.
					12/13/2021	Called Chris Cox to follow up on this case. He said that he will have someone visit the site today to perform the initial troubleshooting.
					12/9/2021	Informed the district personnel and requested them to visit the site to check the status of the inverters and power-cycle them if necessary.
12/25/2021	1/7/2022	13	Inyo County Jail PV System	Meter [19255] 58691 stopped producing power	1/12/2022	Tesla visited site on 1/7 and found a breaker to the AC disconnect was tripped. Full production was restored.
					1/5/2022	Tesla confirmed they have a site visit scheduled for 1/7.
					1/5/2022	Informed Tesla and requested them to troubleshoot this issue.

3. NEXT STEPS

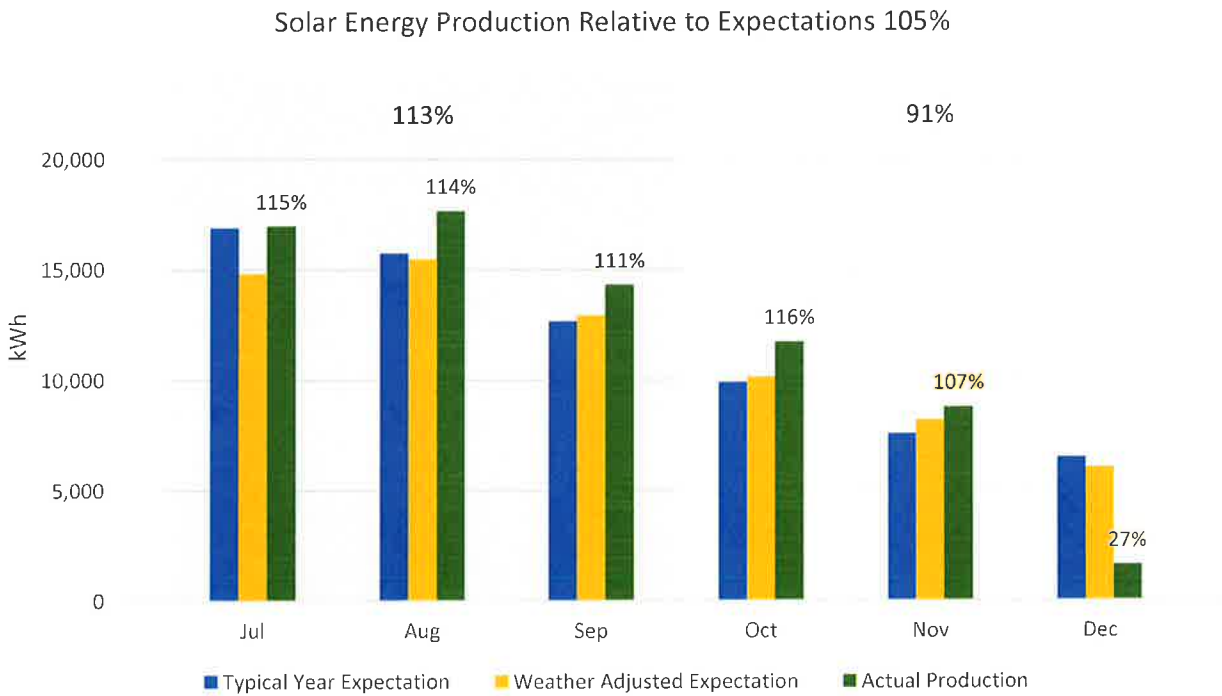
TerraVerde will continue monitoring the systems on a daily basis. The next report will include data from the first three quarters of the 2021-2022 fiscal year.

4. SITE SPECIFIC PERFORMANCE

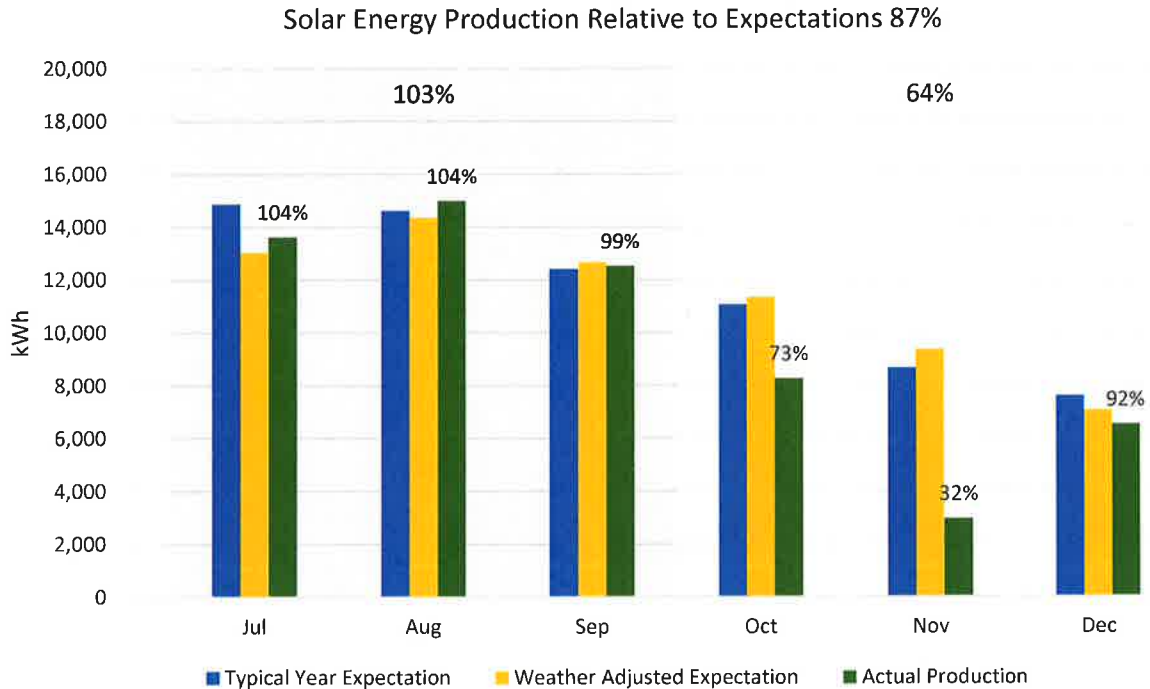
ADULT JAIL



COURTHOUSE ANNEX



JUVENILE HALL



5. HOW TO READ THIS REPORT

This section serves as a guide to understanding each of the performance measurements we provide.

Typical Year vs. Actual PV Production – This table compares Typical Year PV Production with Actual PV Production. The Typical Year PV Production is based on the specific PV system configuration and TMY data (Typical Meteorological Year). The Actual PV Production is what was recorded in the remote monitoring systems. This comparison can help to see how well the systems are performing relative to a typical year. These numbers should be about 100%. Numbers over 100% indicate that the system is performing better than expected for a typical year.

Weather Adjusted PV Production – This measurement takes the irradiance measured by the nearest weather station and converts it into a predicted power calculation. This helps to normalize the data such that accurate assessments of the system can be made during months with abnormally high or low amounts of sunlight.

Graphs displaying production data are based on calendar month start and end dates.



ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement (“Agreement”) is entered into as of this 1st day of April 2022 (the “Effective Date”), by and between County of Inyo, hereinafter referred to as (“System Owner”) and TerraVerde Energy, LLC, hereinafter referred to as (“Service Provider”).

WHEREAS, Service Provider is in the business of providing asset management services for solar photovoltaic systems;

WHEREAS, System Owner desires to retain the Service Provider to provide the asset management services described herein for System Owner’s Solar Photovoltaic Systems (“System”), located at the site(s) described in Appendix 1.

NOW THEREFORE, the Parties enter into this Asset Management Agreement under the terms and conditions set forth below:

1. Term and Payment

This Agreement takes effect on the Effective Date and will continue in effect for three (3) years, with the System Owner option to opt out annually. For the services provided by Service Provider under this Agreement, System Owner agrees to pay Service Provider an annual sum of \$5,000 (the “Annual Fee”), which shall increase annually by 3.5%.

Service Provider shall invoice System Owner in the amount of the Annual Fee on or about the Effective Date and each anniversary thereof. Payment to Service Provider is due net 30 days from receipt of invoice.

Service Provider may also bill System Owner (at cost) for reasonably incurred expenses including but not limited to legal services (third party NDA’s, MNDA’s, or other forms of confidentiality agreements, etc.), travel expenses, etc.

2. Scope of Work

System Provider shall provide the services described in Appendix 2 (the “Scope of Work”). The System Owner shall perform the responsibilities described in Appendix 3 (the “System Owner Responsibilities”).

3. Third Party Providers

Service Provider may engage third party resource providers (“third party providers”) as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement. No such engagement shall relieve Service Provider of any of its obligations or



liabilities under this Agreement. The use of any third-party provider shall not result in an increase in the Annual Fee, unless the services provided exceed the Scope of Work and the System Owner agrees to reimburse Service Provider for charges prior to any charges being incurred.

4. Additional Services

System Owner may request services from Service Provider not included in the Scope of Work by submitting to Service Provider a Work Order Request Form in substantially the form of Appendix 4. If Service Provider agrees to perform such services, it shall respond to the Work Order Request Form in writing. Charges for any additional work requested by System Owner and not specified in the Scope of Work will be invoiced to System Owner by Service Provider at \$150.00 per hour.

5. Use of Data

System Owner is the owner of all system performance data produced by the System's data acquisition system. As part of the services performed hereunder, Service Provider shall collect and analyze such data on behalf of System Owner.

6. Intellectual Property

Any code or software used by Service Provider and deemed to be proprietary by Service Provider as part of delivering services under this Agreement shall remain the sole exclusive property of Service Provider.

7. Limitation of Liability

The liability of each party arising out of or related to the terms of this agreement shall be limited to direct, actual damages only and all other damages and remedies are waived. In no event shall either party be liable to the other party for consequential, special, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort, contract or otherwise.

Without limiting the generality of the foregoing, System Owner acknowledges and agrees that, except in case of Service Provider's gross negligence or willful misconduct, Service Provider's total liability for any claims made hereunder shall not exceed the amount of the Annual Fees paid by System Owner to TerraVerde; provided, however, that this sentence shall not apply to any damages or liabilities (including death or bodily injury or damage to real or tangible personal property) to the extent covered by TerraVerde's insurance.

8. Force Majeure

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is

prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

“Force Majeure” means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a party’s performance under this Agreement; (ii) causes a party to be unable to perform its obligations; or (iii) prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence. “Force Majeure” includes an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

9. Limited Warranty

Service Provider warrants that services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Service Provider further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers. Service Provider shall not take any actions that would void or impair any other warranty covering the System.

WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, SYSTEM PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO SYSTEM OWNER.

10. Indemnification

Subject to the other terms and limitations in this Agreement, Service Provider shall defend, indemnify and hold harmless System Owner and its Governing Board, members of its Governing Board, directors, officers, agents, employees, successors and assigns (collectively, the “System Owner Indemnified Persons”) from and against any personal injury or property damage losses incurred by any System Owner Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of Service



Provider, except to the extent that such damage or loss was caused by the negligence or willful misconduct of any of the System Owner Indemnified Parties. It is a condition to TerraVerde's obligations under this Section 10 that System Owner provide timely notice of any third-party claim with respect to which TerraVerde may have liability under this Section 10. TerraVerde shall have the right to assume control of the defense of any such third-party claims. TerraVerde shall have the right to settle or compromise any such claims provided that TerraVerde has received System Owner's written consent, which consent shall not be unreasonably withheld or delayed. If TerraVerde has assumed such defense, System Owner may participate in such defense at its sole cost and expense, and TerraVerde shall not be obligated to pay for the legal fees of any counsel other than its own, unless representation of Client and TerraVerde by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

11. Insurance

Service Provider shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

12. Termination

Either party may terminate this Agreement due to the other party's material breach of this Agreement or material failure to perform any obligation set forth herein. The party seeking to terminate this Agreement due to the other party's breach of this Agreement shall give the breaching party written notice of intent to terminate, and the breaching party shall have twenty (20) days from the date of the notice to cure such breach and, if the breach is not cured within such time, the Agreement shall terminate on the date specified in the notice of termination.

13. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES THEREOF. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in San Francisco County, California.

14. Waiver, Severability

Any failure on the part of a party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not



be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

15. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to System Owner:
County of Inyo California
168 N. Edwards Street
Independence, CA 93526

If to Service Provider:
TerraVerde Energy, LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107

Attn: Michael Errante
Email: merrante@inyocounty.us

Attn: Asset Management
ams@terraverde.energy

16. Binding Effect, Assignment

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. Neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer.

17. Entire Agreement, Counterparts

This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements between said parties with respect to said subject matter. No modification to the terms and conditions of this Agreement shall be binding on the parties unless approved by a signed writing by the parties hereto. In the event of a conflict between this Agreement and any other writing between the parties, the terms and conditions of this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

TerraVerde

ENERGY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SERVICE PROVIDER: TerraVerde Energy, LLC.

Name: Ali Chehrebsaz
Title: President


Service Provider Signature:  Date: Apr 26, 2022

SYSTEM OWNER: Inyo County CA

Name: Dan Totheroh
Title: Inyo County Board of Supervisors
Signature:  Date: 04/27/2022

Name: John-Carl Valle
Title: County Counsel
Signature:  Date: 04/26/2022

Name: Christie Martindale
Title: County Auditor
Signature:  Date: 04/27/2022

Name: Aaron Holmberg
Title: County Risk Manager
Signature:  Date: 4/27/22

Appendix 1

System Owner's Solar Photovoltaic Systems ("System")

Site	PV Size (kW-DC)	Operational Year
Adult Jail	238.0	2013
Courthouse Annex	101.5	2013
Juvenile Hall	91.0	2013
	430.5	

Appendix 2
Scope of Work

1. Energy & Provider Performance Optimization
 - a. Monitor System Performance: comparative analysis of actual vs. expected performance, ensure early detection & appropriate response to system issues
 - b. Issue Management: manage and enforce warranty claims, maintenance obligations, and performance guarantees
 - c. Create & Maintain a Facility Operation Plan: a data room with current, relevant, source of truth documentation for these energy systems including contracts, contacts, drawings, and utility authorizations
 - d. Oversee & Manage Maintenance Protocols: managing providers' completion of warranty and corrective maintenance work, address directly if not under warranty (on a time and materials basis and subject to written approval of work by System Owner)
 - e. Coordination of Annual Preventive Maintenance & System Inspections. TerraVerde will manage O&M solicitations and provide feedback and recommendations on findings. Payment for preventive maintenance and panel washing will be the responsibility of the county.

2. Optional Renewable Energy Certificate Management
 - a. Coordinate the establishment of Agency Reporting services with the appropriate Performance Monitoring Service Provider(s)
 - b. Register each of the systems as Generating Units on the WREGIS platform
 - c. Negotiate price & terms for the sale of the Renewable Energy Certificates
 - d. Include reporting of sale revenues in the annual financial analysis (item 3.b in this scope of work)

3. Detailed Energy Performance Analysis & Financial Reporting
 - a. Quarterly analysis & reporting of
 - i. Actual vs. weather adjusted solar energy production
 - ii. Actual vs. expected energy usage
 - iii. Issues and actions throughout the portfolio
 - b. Annual analysis & reporting of
 - i. Actual vs. expected avoided electric utility costs
 - ii. Actual vs. expected expenses
 - iii. Actual vs. expected savings
 - iv. Actual vs. weather adjusted solar energy production
 - v. Actual vs. expected energy usage
 - vi. Issues and actions throughout the portfolio

Appendix 3
System Owner Responsibilities

1. Actively manage electricity usage at System Owner's facilities
2. Provide Service Provider with access to:
 - a. Performance Monitoring System and historical production records
 - b. Information related to the System(s) including contracts, drawings, warranties, maintenance contracts, performance monitoring platforms, historical system performance data, and historical utility usage and billing data as applicable.
 - c. Utility bills and data
3. Allow Service Provider and its third-party providers, agents and employees with reasonable access to the System(s) during reasonable times and without prior notice as required for the performance of Service Provider's Scope of Work under this Agreement
4. Supervise Service Provider and its third-party providers, agents and employees while services are performed at System Owner's site(s)
5. Review and respond to Service Provider maintenance recommendations including PV module washing, vegetation trimming, soil stabilization, non-warranty equipment and labor costs, and other costs
6. Facilitate emergency inverter reading & power cycling, as necessary



Appendix 4
Work Order Request Form

FROM [Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

The following number must appear
on all related correspondence,
shipping papers, and invoices:

W.O. NUMBER: [#####]

DATE	REQUESTED BY	INVOICE # FOR BILL	TERMS
------	--------------	--------------------	-------

STATUS	DESCRIPTION	HOURS	RATE	AMOUNT
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				

Subtotal

Sales Tax

Other

TOTAL

SEND ALL CORRESPONDENCE TO:

ASSET MANAGEMENT
TERRAVERDE ENERGY, LLC

ASSETMANAGEMENT@TERRAVERDE.ENERGY
1300 22ND STREET, UNIT 401
SAN FRANCISCO, CA 94107
PHONE 206.696.9607

AUTHORIZED BY

DATE

Attachment B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment B: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment B: Insurance Requirements for Professional Services

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 18, 2023

Reference ID:
2023-3688

Amendment No. 4 to MGE Engineering, Inc. Contract Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 4 to the contract between the County of Inyo and MGE Engineering Inc of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2023, contingent upon approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and certain construction phase services for the North Round Valley Road Bridge Replacement Project. The construction phase services include responding to Requests for Information from contractors, assisting with contract change orders, and reviewing submittals. The construction contract for this project was awarded to Spiess Construction on January 5, 2021, and work began at the end of June 2021. This contract term extension will allow MGE to complete their scope of work during construction.

7/10/2018	Design contract awarded
8/20/2019	Amendment 1 - Modifying the Schedule of Fees
10/7/2020	Amendment 2 - Modifying the Schedule of Fees
8/3/2021	Amendment 3 - Modifying the end date from June 30, 2021 to December 31, 2022
4/18/2023	Amendment 4 - Modifying the end date from December 31, 2022 to December 31, 2023 (proposed contract extension)

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5717
Recurrence	Ongoing Expenditure - through contract completion		
Current Fiscal Year Impact			
No Fiscal impact, Time Extension Only			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, however this is not recommended, as the project is not complete.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. MGE Engineering Inc. Contract Amendment No. 4
- 2. MGE Engineering Inc. Contract Amendment No. 3
- 3. MGE Engineering Inc. Contract Amendment No. 2
- 4. MGE Engineering Inc. Contract Amendment No. 1
- 5. MGE Engineering Inc. Contract

APPROVALS:

Greg Waters	Created/Initiated - 3/29/2023
Darcy Ellis	Approved - 3/31/2023
John Vallejo	Approved - 3/31/2023
Amy Shepherd	Approved - 3/31/2023
Nate Greenberg	Final Approval - 4/12/2023

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and MGE Engineering of Sacramento, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to December 31, 2023.

The effective date of this amendment to the Agreement is August 3, 2021.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: *Gary Chew*

Dated: 03/28/2023

APPROVED AS TO FORM AND
LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 3rd day of August 2021 an order was duly made and entered as follows:

Public Works – MGE Engineering Contract Amendment 3 Moved by Supervisor Totheroh and seconded by Supervisor Roeser to ratify and approve Amendment No. 3 to the contract between the County of Inyo and MGE Engineering, Inc. of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Pucci absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>August 9, 2021</i>

WITNESS my hand and the seal of said Board this 3rd
Day of August, 2021



LESLIE CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Ashley Helms

SUBJECT: Amendment 3 to the Contract with MGE Engineering

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 3 to the contract between the County of Inyo and MGE Engineering Inc of Sacramento, CA, extending the term end date from June 30, 2021 to December 31, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and certain construction phase services for the North Round Valley Road Bridge Replacement Project. The construction phase services include responding to Requests for Information from contractors, assisting with contract change orders, and reviewing submittals. The construction contract for this project was awarded to Spiess Construction on January 5, 2021, and work began at the end of June. This contract term extension will allow MGE to complete their scope of work during construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

7/10/2018	Design contract awarded
8/20/2019	Amendment 1 - Modifying the Schedule of Fees
10/7/2020	Amendment 2 - Modifying the Schedule of Fees

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, this is not recommended, as the project is not complete.

OTHER AGENCY INVOLVEMENT:

California Office of Emergency Services

FINANCING:

Costs associated with this contract are paid from Budget 034600 (Road), Object Code 5717 (North Round Valley Road). This project is funded at 75% by the California Department of Emergency Services (CalOES) via reimbursement.

ATTACHMENTS:

1. MGE Contract Amendment 3
2. MGE Contract Amendment 2
3. MGE Contract Amendment 1
4. MGE Executed Contract

APPROVALS:

Ashley Helms
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Michael Errante

Created/Initiated - 7/20/2021
Approved - 7/20/2021
Approved - 7/20/2021
Approved - 7/20/2021
Final Approval - 7/21/2021

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to December 31, 2022.

The effective date of this amendment to the Agreement is August 3, 2021.

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

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

3rd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF August, 2021.

COUNTY OF INYO

By: [Signature]
Dated: 08/03/2021

CONSULTANT

By: [Signature]
Dated: 7/26/2021

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of January 2020 an order was duly made and entered as follows:

*Public Works –
MGE Engineering
Contract
Amendment 2*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of JANUARY, 2020

<i>Routing</i>
CC <i>Purchasing Personnel Auditor CAO: Other: Public Works DATE: January 10, 2020</i>



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



#15

Public Works

CONSENT - ACTION REQUIRED

MEETING: January 7, 2020

FROM:

SUBJECT:

Amendment 2 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

Recent staffing changes at MGE have made it necessary to modify the Schedule of Fees. In order to make these adjustments and future minor modifications, this amendment gives authority to the Director of Public Works to change the approved job classification list in Attachment B to the contract, so long as the changes are not associated with an increase to the contract Not-to-Exceed amount. No changes will be made to the key personnel for the project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order

OTHER AGENCY INVOLVEMENT:

Project partially funded by California Office of Emergency Services

FINANCING:

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. There

are no costs associated with this amendment.

ATTACHMENTS:

1. Amendment 2 for MGE
2. Amendment 1 for MGE
3. MGE Contract

APPROVALS:

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Michael Errante	Approved - 12/20/2019
Marshall Rudolph	Approved - 12/20/2019
Amy Shepherd	Approved - 12/20/2019
Michael Errante	Final Approval - 12/20/2019

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Attachment B to the Contract, Schedule of Fee's is amended as described in Attachment B-2 to the Contract.

The effective date of this amendment to the Agreement is January 7, 2020.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14th DAY OF January, 2020.

COUNTY OF INYO

CONSULTANT

By:  _____

By: _____

Dated: 1/14/20 _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____

By: Richard E. Scuito

Dated: _____

Dated: 1/13/2020

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

ATTACHMENT B-2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Attachment B: *Schedule of Fees* is herein amended to allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at MGE. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as "Contract Limit"

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee's is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.


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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

CONSULTANT

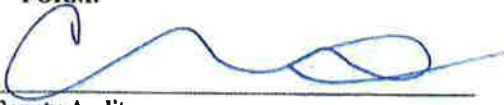
By: 
Dated: 8-29-19

By: _____
Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: Rahul S. Sachdev

Dated: _____

Dated: 8-28-2019

**APPROVED AS TO FORM AND
LEGALITY:**

Grace Chackla
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

[Signature]
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering and Design services of MGE Engineering, 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 Director of Public Works,
Clint Quilter. 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 and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 10, 2018 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 01, 2021 through June 30, 2022
- B. From July 01, 2023 through June 30, 2024

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 Director of Public Works, Clint Quilter. 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 \$ 447,568.18 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 447,568.18 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.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

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>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Address
<u>Independence, CA</u>	City and State

Consultant:

<u>MGE Engineering, Inc.</u>	Name
<u>7415 Greenhaven Drive, Suite 100</u>	Address
<u>Sacramento, CA</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 MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOLSON
Print or Type Name

By: _____
Signature

Print or Type Name

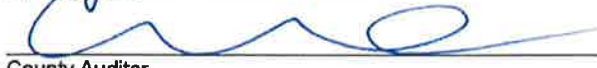
Dated: 7-12-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

MGE Engineering, Inc. Of Sacramento, CA will be providing engineering services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Bridge Replacement. The scope of work is described in detail in the following pages.

Scope of Work

MGE's proposed *Scope of Work* is based upon experience gained in successfully completing bridge replacement and storm damage repair projects funded through State and Federal programs. The proposed work scope contains the elements described in the RFP. Additional services have been identified where warranted. A detailed project schedule is included with the project understanding to provide the requested timeline for completion of the tasks.

TASK 0 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

0.1 Communication and Coordination

MGE will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. This will include the following:

- Establishment and implementation of a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Regular communication with the County's Contract Manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintenance of a project contact list with names and contact information for all parties involved with the project including users and nearby property owners.
- Development and maintenance of a project document retention system, which will be transferred to the County upon Project completion or contract termination. The system will catalog and retain all significant project correspondence and work products in their native format.

0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the County's Contract Manager within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings in addition to the Project Scoping Meeting/Site Visit are anticipated for this project:

0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, MGE will facilitate and participate in up to six PDT meetings via teleconference.

0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, Cal OES and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings via teleconference. MGE will also be available to attend and present information at the County's Board of Supervisors meeting if needed. MGE will prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

0.2.3 Community/Property Owner Meetings

MGE will participate in meetings organized by the County to present the need for the project, discuss alternatives and obtain input to evaluate alternatives and select a preferred alternative. These are expected to include community meetings and meetings, if necessary, with individual stakeholders and property owners. For community meetings, MGE will prepare handouts, exhibits, and comment forms for participants.

Following this meeting, MGE will prepare a document summarizing comments received along with detailed responses. The comments document will be provided to the County.

Deliverables: Meeting Agendas & Minutes

0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule based on a work breakdown structure that will include all tasks of all parties involved in the Project and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones; and
- Responsibility and accountability assignments.

A draft schedule will be submitted to the County for review and comments. MGE will update the schedule quarterly to manage/monitor work progress. After acceptance by the County, the approved schedule will be retained as the baseline. An updated schedule will be provided to the County with monthly Progress Reports.

To keep the completion of the project on schedule, MGE will clearly communicate task durations and deadlines to the project team, obtain buy-in from stakeholders regarding review durations, and keep a strong focus on critical path items. MGE will monitor and update the schedule monthly to track critical tasks and prioritize MGE's work effort to ensure that the key milestones are met.

Deliverables: Base Schedule & Schedule Updates

0.4 Invoices and Progress Reports

MGE will submit a Progress Report with each invoice requesting payment for work to date. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to solve issues, and budget status.

Deliverables: Monthly Invoices & Progress Reports

0.5 Quality Control

MGE will develop a detailed Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. MGE will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

A quality control/constructability field review will be undertaken by senior MGE staff using the 90% PS&E submittal package. Upon completion of the review, any required adjustments/edits will be incorporated into the Final Design along with addressing the comments received from the County on their review of the 90% PS&E submittal package. Results of the field review and corrective action taken will be documented in a brief report which will be provided to the County.

Deliverables: Quality Control Plan

0.6 Submittals

All submittals of documents by MGE to the County for review and comment/approval will include six hard copies, a compact disc or DVD which contains an electronic copy of the document in .pdf format. The text of the document will also be provided electronically in Microsoft Word or Excel format as appropriate.

MGE will provide the County a copy of all correspondence to and from other agencies or organizations regarding the project. MGE will copy the County on all correspondence to agencies, companies, or individuals. No correspondence or communication with agencies, companies, or individuals will be instigated by MGE or subconsultants without prior authorization by the County.

Plans submitted by MGE for County review and comment/approval will be plotted or printed on 22" x 34" sheets and all scales shall be graphical. Final plan submittals will be provided on 22" by 34" mylar sheets. Each final plan sheet will be stamped and signed by the responsible professional engineer. Construction drawings will be prepared "true scale" to facilitate their use for construction staking. Coordinate systems of all digital data for plans and drawings will be based on the coordinates/bearings used in the survey control. A compact disc or DVD including the plans in .pdf format shall be provided with each plan set. Final plan set submittals will also include the AutoCAD drawing files on compact disk or DVD.

TASK 1 PRELIMINARY ENGINEERING STUDIES AND REPORTS

1.1 Project Scoping Meeting/Site Visit

MGE, together with selected subconsultants, will attend and prepare minutes of an initial scoping meeting with the County staff, Cal OES representatives, and others as appropriate. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. This initial meeting will help to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution. Included as part of the scoping meeting will be a site visit to discuss the alternatives identified in the Inspection Memorandum prepared for the project, and identify constraints that need to be considered in the selection and development of the preferred alternative for the project.

Deliverables: Meeting Agenda & Minutes

1.2 Surveys and Mapping

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

1.3 Hydrology/Hydraulics

MGE with support from Avila & Associates will complete the needed studies and analyses, and prepare the Bridge Design Hydraulic Study Report.

1.3.1 Data Review and Coordination

A review of available data, including previous studies provided by the County, will be completed by the Project Team. Key information to review will be the available hydrologic, hydraulic, and operational data for Pine Creek, Caltrans Bridge Inspection Reports, and County maintenance records.

1.3.2 Field Reconnaissance

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project. The field reconnaissance will be conducted on the day of the project scoping meeting.

1.3.3 Hydrologic Analysis

Preliminary research of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) showed that the project is located within a Zone A floodway. The Project Team will coordinate with the County and US Bureau of Reclamation to confirm the design flows at the Project site.

1.3.4 Hydraulic Analysis

A hydraulic analysis will be completed to determine design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. MGE and Avila will coordinate with the Project Team to obtain the surveyed channel cross sections for building the hydraulic models. The proposed bridge should be designed to meet Federal Highway Administration and the County's freeboard requirements.

1.3.5 Bridge Location Hydraulic Study

A Bridge Location Hydraulic Study will be completed to provide a floodplain risk assessment for the bridge. The Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverables: Bridge Location Hydraulic Study Memo (Draft and Final – 2 hard copies and PDF file)

1.3.6 Scour Analysis

A bridge scour analyses will be completed to determine the scour potential per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Results of the analysis will include recommendations on the need for scour countermeasures.

1.3.7 Bridge Design Hydraulic Study Report

A Bridge Design Hydraulic Study Report will be prepared to summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analysis.

Deliverables: Bridge Design Hydraulic Study Report (Draft and Final – 2 hard copies and PDF file)

1.4 Geotechnical/Foundation Investigation

The general project area is mapped as Quaternary alluvium deposits. Based on past performance of the channel and existing bridge, scour will pose a significant geotechnical risk to foundations. No known faults cross the project site; however, the area has the potential for high design seismic accelerations. If relatively shallow groundwater is encountered, liquefaction and seismically induced settlement may pose a potential geotechnical risk. Additionally, when liquefaction occurs on sloping ground, or adjacent to a free face (such as canal or river bank), it can cause the overlying soil to shift or spread toward the free face (lateral spreading).

1.4.1 Preliminary Foundation Report (PFR)

Kleinfelder will prepare a PFR for the site to assist in the conceptual planning, type selection, and preliminary engineering process. Log of Test Borings for the existing bridge along with published geologic maps, preliminary project data and site review/reconnaissance will be utilized in the development of the PFR.

Pre-field Activities

- Obtain an encroachment permit from Inyo County.
- Obtain a Test Well Permit from Inyo County Environmental Health
- Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform exploratory borings at each bridge support. Exploration depths are anticipated to extend to depth of about 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with excavated soil cuttings upon completion.

Laboratory Testing Program

- Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests include:
- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Modified Proctor, ASTM D1557
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Resistance Value, California Test Method No. 301
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

1.4.2 Engineering Analysis and Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared, followed by a final Foundation Report (FR) once all review comments have been received. Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the reports:

- A description of the proposed project
- Discussion of the field and laboratory testing programs
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate
- Recommended design and specified tip elevations for pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls
- Comments on the corrosion potential of foundation soil

Deliverables: Preliminary & Final Foundation Reports (2 hard copies and PDF file)

1.5 Preliminary Engineering Studies

MGE will complete preliminary bridge and roadway engineering based upon recommendations included in the Inspection Memorandum prepared for the project. The results will be incorporated into a Bridge Type Selection Report. The Report will include a General Plan sheet for the recommended bridge alternative, roadway Layout and Profile sheets. Also included will be an Engineer's preliminary construction cost estimate, evaluation of alternatives, and a recommended alternative. A draft of the Report will be submitted for review and approval by the County. The approved Report will be the basis for the environmental review and final design.

1.5.1 Type Selection Report

Type Selection Report completion will include, but not be limited, to the following:

- **Alternative Development** - MGE will evaluate multiple alternative bridge configurations/types including associated approach roadway alignment/profile and estimated construction cost for each alternative.
- **Environmental Constraints Analysis** - An environmental constraints analysis will be prepared for each alternative under consideration.
- **Draft Type Selection Report** - MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. The draft Preliminary Report will include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent and temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic requirements
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report, draft Bridge Design Hydraulic Study Report, and draft Location Hydraulic Study.	

The draft report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding.

MGE will submit the draft Report to the County for review and comment on the selection of a preferred alternative.

- **Final Type Selection Report** - MGE will prepare a final Report that includes the incorporation and/or resolution of all County comments on the draft Report.

Deliverables: Draft & Final Type Selection Reports (2 hard copies and PDF file)

1.6 Field Review/Early Coordination Meeting

MGE will participate with the County in a Field Review/Early Coordination Meeting with Cal OES and other stakeholders as appropriate. Participants from the MGE team will include the Project Manager, and key engineering members of the team. Prior to the meeting MGE will prepare appropriate exhibits and handouts. Should a preferred alternative remain to be selected, an exhibit will be prepared showing the alternatives under consideration.

Deliverables: Meeting Agenda & Minutes

TASK 2 ENVIRONMENTAL AND REGULATORY PERMITS

2.1 Prepare Project Description and Identify Project Site Limits

Working with the project team, GEI will accomplish the following activities:

- Define project objectives.
- Provide background statement for a finding of exemption.
- Develop project description/site limits map (i.e., Area of Potential Effect).

GEI will coordinate with MGE to prepare a project description for use in the CEQA notice of exemption and for any regulatory permit applications required for the project. Preliminary site plans and conceptual design drawings will be incorporated into the project description to the extent they are available. In addition to describing the design features of the proposed replacement structure, the project description will identify construction timing, equipment needs, and staging area locations. A brief background and a statement of reason supporting the County's notice of exemption will also be prepared.

Using design details in a CAD (or similar) format, GEI will prepare a site limits or Area of Potential Effect (APE) map that identifies key project features (such as staging areas, scour measure locations, etc.). The site limits or APE map will be used to prepare the Section 106 Technical Report and the Biological Resources Memo necessary to complete the regulatory permit applications (see **Task 2.3** below).

Project Coordination, Project Development Team Meetings, QA/QC, and Public Hearing

In addition to a project kick-off/site visit at the County, our scope includes participation at 3 project development team meetings, and a public meeting or Board of Supervisor meeting to address the environmental impacts of the proposed project.

Public Workshop: While not required, GEI staff are available to participate in an optional public workshop to present/discuss the potential environmental impacts of the proposed project with the community. The workshop would be at a location selected by the County/project team. GEI would also be available to provide presentation graphics for the workshop.

Deliverables

- Project Description (and supporting graphics), draft and final: one (1) PDF/Word version file.
- Background Statement, draft and final: 1 PDF/Word file.
- Site Limits (APE Map), draft and final: 1 PDF/Word file.

2.2 Prepare CEQA Notice of Exemption

Inyo County Board of Supervisors Resolution #2017-15 proclaimed the existence of a local emergency resulting from the run-off potential of near-record snowpack in the Eastern Sierra. With this intent and the subsequent Governor's Proclamation (dated October 27, 2017), the proposed project meets the Statutory Exemption requirements consistent with CEQA Guidelines 15269, as an emergency project. As a statutory exemption, the proposed project is excluded from CEQA consideration as defined by the State Legislature; however, the project must still comply with other state, local or federal laws that may be applicable to the proposed project.

GEI will prepare the notice of exemption using the project description and background statement prepared under **Task 2.1**. The notice will include a finding of the project's exemption, citations to the applicable exemption under CEQA, and a brief statement of reasons supporting the finding of exemption. While not required, the CEQA initial study checklist will also be used to identify the potential for any environmental impacts resulting from the project.

AB 52 Consultation: In preparing the cultural resources technical memo, a GEI tribal specialist will contact the Native American Heritage Commission (NAHC) and conduct initial coordination activities (i.e. file review and letters to tribal contacts), after consulting County staff. Based on the outcomes of this initial outreach, GEI is available to assist the County with any additional tribal coordination consistent with AB 52 compliance.

Deliverables

- Statutory Exemption Memo, draft and final: 1 PDF/Word file.
- Initial Study Checklist, draft and final: 1 PDF/Word file.
- AB 52 Coordination.

2.3 Prepare and Submit Regulatory Permits

Task 2.3-1: Prepare Section 106 Technical Report

Before the field surveys are conducted, existing documentation pertinent to cultural resources within the project area will be reviewed. GEI will conduct a records search for the project area. A GEI architectural historian and a GEI archaeologist will review previously completed environmental documents to establish the extent to which any previous work was conducted within the proposed project area. A limited desktop geoarchaeological study will be included as part of the background research conducted for the project.

review of previous archaeological survey and excavation reports, archaeological site records and formal property listings on file at the Eastern Information Center (EIC) of the California Historical Resources Information System. The collection of existing information on archaeological surveys, excavations and site records and mapped historical data for the project area (and a one-half mile radius) may be supplemented with additional research.

GEI will initiate contact with the Native American Heritage Commission (NAHC), to request a search of the Sacred Lands Files and a list of suitable Native American tribal representatives from the region. GEI will contact each individual/group on the list with a letter and follow-up phone calls to solicit any information or concerns that they might have regarding the project area. Similarly, GEI will contact any appropriate historical societies with knowledge of the area.

GEI's archaeological team, which includes Registered Professional Archeologists (RPAs) who meet the SOI's Professional Qualifications Standards, will conduct a pedestrian survey of areas of ground-disturbance, proposed parking areas, and staging areas.

Within 1 week of completing the archaeological survey, our archaeologists will prepare a brief email detailing the results of the archaeological survey.

A cultural resources survey technical report, combining archaeology and architectural resources, will be prepared under the supervision of a senior archaeologist who meets the SOI Professional Qualifications Standards. The technical report will include a statement of findings and management recommendations for any identified historic resources and the need for monitoring during ground-disturbing activities.

Deliverables & Assumptions

- Email of archaeological survey results.
- Draft Cultural Resources Survey Technical Report: 1 PDF/Word file.
- Final Cultural Resources Survey Technical Report 1 PDF/Word file.
- Field crew will consist of two archaeologists.
- Survey area will be less than 8 acres and will take one day complete.
- No archaeological resources or other significant resources will be identified in the project area.

- Evaluation of the built-environment resources is not anticipated for this project and therefore not included in this scope of work.

Task 2.3-2: Prepare Biological Resources Technical Memo

GEI biologists will review the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, as well as previous environmental reports in the project vicinity (if any) for information on potential occurrence of special-status species in the project area; existing National Wetland Inventory maps; topographic maps and aerial photographs; and soils information (soil survey soil types in Geographic Information System (GIS) format). Following the literature review, a biological resources reconnaissance survey will be conducted. The survey will consist of a one-day site visit to assess and map habitats in the project area and look for special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for further analysis and planning. The results of the biological resources survey and literature review will be included in a technical memorandum that will be used to support environmental permit applications.

Deliverables & Assumptions

- Biological Resources Technical Memorandum, draft and final: 1 PDF/Word file.
- After preliminary review of literature and databases on potential occurrence of special-status species in the project area, it is assumed that the project area does not support habitat for federally-listed species. Therefore, biological resources permitting under Section 7 of the Endangered Species Act is not included in the scope of work.
- Field crew will consist of two biologists.
- Survey area will be less than 8 acres and will take one day to complete.

Task 2.3-1: Prepare Wetland Delineation Report

The proposed project activities are anticipated to affect Pine Creek, which is a potential water of the United States subject to regulation under Sections 404 and 401 of the Clean Water Act (CWA) and a water of the State subject to regulation under the Porter-Cologne Water Quality Act. Additional features (e.g., seasonal wetlands, riparian habitat, etc.) that may also be subject to regulation have the potential to occur within the project area and may be affected by project activities. To support planning and permitting of project activities, GEI will conduct a wetland delineation to determine the presence and limits of jurisdictional features (waters of the United States and waters of the State).

GEI will conduct a wetland delineation along Pine Creek consisting of an area 100 feet north and south of the existing bridge and 200 feet upstream and downstream of the bridge. GEI will complete the delineation and prepare a draft and final Wetland Delineation Report for the project, which will include a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States. This map will be prepared in accordance with U.S. Army Corps of Engineers (USACE) (1987) multi-parameter methodology and 2008 Regional Supplement for the Arid West requirements. The preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). The Wetland Delineation Report would also summarize the delineation methodology, existing site conditions, and findings.

Following review of the Wetland Delineation Report by the County, it will be submitted to USACE as part of the CWA Section 404 permit application (see Task 2). If necessary, a GEI wetland biologist will attend a field verification with USACE and make one update to the Wetland Delineation Report based on USACE comments. It is assumed that USACE will issue a preliminary jurisdictional determination based on the Wetland Delineation Report as part of the issued permit process.

Deliverables

- Wetland Delineation Report, draft and final: 1 PDF/Word file and 1 paper copy.

The deliverable will be provided to the County electronically and one hardcopy of the final report will be submitted to USACE.

Task 2.3-2: USACE Clean Water Act Section 404 Nationwide Permit Package

It is assumed the proposed project would require a Clean Water Act Section 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects). NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Los Angeles District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from waters of the U.S.; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN packages.

Deliverables & Assumptions

- One Clean Water Act Section 404 PCN Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to USACE.

Task 2.3-3: RWQCB Section 401 Water Quality Certification Application

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. It is assumed that the WQC application fee will be paid by the County.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

Deliverables & Assumptions

- One Clean Water Act Section 401 Application, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to the RWQCB.

Task 2.3-4: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California

Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project is assumed to result in some work to repair and restore the condition of Pine Creek around the bridge location, GEI will submit a complete notification package to the CDFW Inland Desert Region (No. 6). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of riparian trees and vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. CEQA must be completed prior to CDFW issuing a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

Deliverables & Assumptions

- One CDFW Section 1602 Notification Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to CDFW.

TASK 3 – 60% PLANS, SPECIFICATIONS, AND ESTIMATES

Upon obtaining environmental clearance for the project, MGE will prepare the complete 60% PS&E (unchecked details) package for review by the County. Completion of the 60% PS&E will include completion of the following subtasks:

3.1 Bridge Design

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2015 Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

3.2 Approach Roadway and Civil Design

MGE will complete the approach roadway design, traffic control, and associated civil design details in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

3.3 Contract Item List and Draft Special Provisions

MGE will develop a contract item list and prepare draft special provisions required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

3.4 Construction Quantities and Cost Estimate

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County or included in the latest Caltrans Cost Data.

3.5 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 60% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

3.6 60% PS&E Submittal

MGE will submit the 60% plans, draft special provisions, and construction cost estimate for County review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions & Cost Estimate (2 hard copies and PDF file)

3.7 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting to discuss review comments from County staff and others as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. It is anticipated the meeting will be a teleconference. MGE will incorporate into the 90% design such reasonable changes as the County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

Deliverables: Meeting Minutes

3.8 Final Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. It is not anticipated that acquisition of additional right-of-way will be required other than temporary construction easements. The drawings will incorporate any changes resulting from the 60% PS&E review by the County. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction staging areas necessary to facilitate construction of the project.

Deliverables: Temporary Construction Easement Maps (hard copies and PDF file)

TASK 4 90% PLANS, SPECIFICATIONS, AND ESTIMATES

MGE will prepare a 100% complete PS&E package as the 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments with regard to the 60% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

4.2 Design Coordination Meeting

MGE will meet with County staff to discuss environmental mitigation measures, permit requirements, and comments from the public and that will need to be addressed during completion of the final design, and agree upon the schedule for completion of the final design.

4.3 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the results of the Independent Design Check (IDC) and the County's review comments.

4.4 Independent Design Check (IDC)

As part of the preparation of the 100% bridge design, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

4.5 Approach Roadway and Civil Design

MGE will prepare the 100% complete approach roadway design and associated civil plans considering the County's review comments.

4.6 Utility Conflict Plans

Utility Conflict Plans (UCP) showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. No utility facilities were noted on the existing bridge. Where possible the project design will incorporate accommodations for future utility relocations.

4.7 90% Special Provisions

MGE will finalize the contract item list and update the draft edited special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSP's) for incorporation into the final bid documents. This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for County review.

4.8 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

4.9 Quality Control Review

MGE will perform a quality control review of the 90% plans, specifications, and construction cost estimate. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

4.10 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review. At the time of submittal, MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions, Cost Estimate, IDC Report, & Quantity Calculations (2 hard copies and PDF files)

4.11 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting (via teleconference) to discuss review comments from County staff and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, MGE will incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes.

Deliverables: Meeting Minutes

TASK 5 FINAL PLANS, SPECIFICATIONS, AND ESTIMATES FOR ADVERTISEMENT.

5.1 Review and Respond to County Comments

MGE will review and respond to all County comments with regard to the 90% Plans, Specifications, and Estimates submitted for final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement.

5.2 Final Plans, Specifications and Estimate

MGE will incorporate into the final plans, specifications and estimate all changes required resulting for the County review. In addition changes required to address regulatory permit requirements will be incorporated into the final plans and special provisions.

5.3 Final Plans, Specifications and Estimate Submittal

MGE will compile the final PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for approval. The final PS&E submittal deliverables will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

All electronic files will be submitted on DVD.

TASK 6 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

6.1 Bidding Phase Support

MGE will prepare and submit to the County for review and approval any addenda deemed necessary. An electronic copy of addenda items will be furnished to County. MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering questions from bidders as required
- Provide assistance with necessary plan changes to issue as addendums during the bidding period
- Attendance at pre-bid conference
- Review bids for accuracy, compliance with Contract Documents and provide recommendation for award
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

6.2 Design Support during Project Construction

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop plans, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, provide an explanation of deficiencies
- Participate in site visits as requested

MGE will, upon request of the County, prepare "As-Built" Record Drawings following completion of construction of the project based upon marked up plans furnished by the County showing any changes made during construction.

TASK 7 (OPTIONAL) RIGHT-OF-WAY

7.1 Appraisal (Optional Subtask)

Bender Rosenthal Inc. (BRI) will prepare an appraisal for the temporary construction easement needed to complete the construction of the project. The appraisal will be developed in compliance with USPAP standards. This task will also include an independent review appraisal to comply with Caltrans and FHWA policies.

7.2 Acquisition (Optional Subtask)

BRI will prepare the necessary documents, conduct negotiations with the property owner, and provide escrow support and file close out for the acquisition work. This task assumes that a Preliminary Title Report is not needed as permanent rights are not being transferred.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Consultant shall be compensated at the rates shown in the MGE Engineering, Inc. of Sacramento, California Cost Proposal Sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to preform all work deccribed in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

EXHIBIT B Page 2 of 3

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$98,300.00	Total Hours per Cost Proposal 1809	=	Avg Hourly Rate \$54.34	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.34	+	3.5%	=	\$56.24	Year 2 Avg Hourly Rate
Year 2	\$56.24	+	3.5%	=	\$58.21	Year 3 Avg Hourly Rate
Year 3	\$58.21	+	3.5%	=	\$60.25	Year 4 Avg Hourly Rate
Year 4	\$60.25	+	3.5%	=	\$62.36	Year 5 Avg Hourly Rate
Year 5	\$62.36	+	3.5%	=	\$64.54	Year 6 Avg Hourly Rate
Year 6	\$64.54	+	3.5%	=	\$66.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	18.00%	*	1809.0	=	325.6	Estimated Hours Year 1
Year 2	66.00%	*	1809.0	=	1193.9	Estimated Hours Year 2
Year 3	16.00%	*	1809.0	=	289.4	Estimated Hours Year 3
Year 4	0.00%	*	1809.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1809.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1809.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1809.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.34	*	325.6	=	\$17,694.00	Estimated Hours Year 1
Year 2	\$56.24	*	1193.9	=	\$67,148.73	Estimated Hours Year 2
Year 3	\$58.21	*	289.4	=	\$16,848.23	Estimated Hours Year 3
Year 4	\$60.25	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.36	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$64.54	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$101,690.96	
	Direct Labor Subtotal before Escalation			=	\$98,300.00	
	Estimated total of Direct Labor Salary Increase			=	\$3,390.96	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Engineering Services for North Round Valley Road Bridge Replacement at Pine Creek

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Sennett Title *: Vice President

Signature : *Robert E Sennett* Date of Certification (mm/dd/yyyy): 4/23/2018

Email: rsennett@mgeeng.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for North Round Valley Road Bridge (No. 48C0044) over Pine Creek

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hou 48C0044 North Valley Road Bridge over Pine Cre

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$1,658.28	20	=	\$82.91	

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$82.91	+	3.00%	=	\$85.40	Year 2 Avg Hourly Rate
Year 2	\$85.40	+	3.00%	=	\$87.96	Year 3 Avg Hourly Rate
Year 3	\$87.96	+	3.00%	=	\$90.60	Year 4 Avg Hourly Rate
Year 4	\$90.60	+	3.00%	=	\$93.32	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	20.0	=	20.0	Estimated Hours Year 1
Year 2	0.00%	*	20.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	20.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	20.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	20.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	20.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.91	*	20.0	=	\$1,658.28	Estimated Hours Year 1
Year 2	\$85.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$87.96	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$90.60	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.32	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,658.28	
	Direct Labor Subtotal before Escalation			=	\$1,658.28	
	Estimated total of Direct Labor Salary			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT B


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Catherine M.C. Avila Title*: President
Signature:  Date of Certification (mm/dd/yyyy) 4/22/2018
Email: cavila@avilaassociates Phone Number: 925-673-0549
Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis

EXHIBIT B

Note: Mark-ups are Not Allowed **Prime Consultant** **Subconsultant** **2nd Tier Subconsultant**
Consultant **GEI Consultants Inc.**
 Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	50	\$62.80	\$3,140.00
Senior Archaeologist	Denise Jurich	24	\$59.88	\$1,437.12
Senior Wildlife Biologist	Kelly Fitzgerald-Holland	2	\$54.28	\$108.56
Regulatory Specialist	Sarah Norris	160	\$55.68	\$8,908.80
Staff Biologist	Devin Barry	14	\$30.96	\$433.44
Staff Biologist / GIS	Brook Constantz	100	\$23.48	\$2,348.00
Senior Historian	Madeline Bowen	4	\$46.80	\$187.20
Project Archaeologist	Jesse Martinez	58	\$43.28	\$2,510.24
Architectural Historian	Patricia Ambacher	36	\$39.44	\$1,419.84
Document Specialist	Charisse Case	14	\$35.24	\$493.36
Graphic Artist	Maria Pascoal	14	\$41.48	\$580.72

476

LABOR COSTS

a) Subtotal Direct Labor Costs \$21,567.28
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
e) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$21,567.28

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$19,954.05
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$22,039.60
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$41,993.65

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$6,356.09

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Cultural Resources Records Search	1		\$900	\$ 900.00
Document Production Costs		\$ 1.00	\$400	\$ 400.00
Mailing	40	\$ 5.00	\$200	\$ 200.00
			\$	\$
l) TOTAL OTHER DIRECT COSTS				\$ 1,500.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
m) TOTAL SUBCONSULTANTS' COSTS		\$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,500.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$71,417.02**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28	476	=	\$45.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.31	+	3.5%	=	\$46.90	Year 2 Avg Hourly Rate
Year 2	\$46.90	+	3.5%	=	\$48.54	Year 3 Avg Hourly Rate
Year 3	\$48.54	+	3.5%	=	\$50.24	Year 4 Avg Hourly Rate
Year 4	\$50.24	+	3.5%	=	\$51.99	Year 5 Avg Hourly Rate
Year 5	\$51.99	+	3.5%	=	\$53.81	Year 6 Avg Hourly Rate
Year 6	\$53.81	+	3.5%	=	\$55.70	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	476.0	=	476.0	Estimated Hours Year 1
Year 2	0.00%	*	476.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	476.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	476.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	476.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	476.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	476.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.31	*	476.0	=	\$21,567.28	Estimated Hours Year 1
Year 2	\$46.90	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.54	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.24	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.99	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$53.81	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$21,567.28	
	Direct Labor Subtotal before Escalation			=	\$21,567.28	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President

Signature: *Philip L. Dunn* Date of Certification (mm/dd/yyyy): 6/12/2018

Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500

Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Certification of Direct Costs:

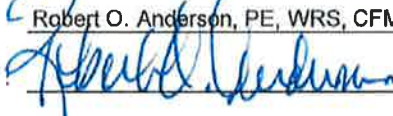
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert O. Anderson, PE, WRS, CFM Title *: President and Principal
Signature:  Date of Certification (mm/dd/yyyy): 04/23/18
Email: randerson@roanderson.com Phone Number: 775.782.2322
Address: 1603 Esmeralda Avenue, Minden, NV 89423

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant / subconsultants shall be compensated at the rates shown on Attachment B: Mileage Costs.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Bridge over Pine Creek Engineering and Design SERVICES

TERM:

FROM: July 10, 2018 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of August 2019 an order was duly made and entered as follows:

*Public Works –
MGE Engineering
Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 22, 2019

WITNESS my hand and the seal of said Board this 20th
Day of August, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



18

Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM:

RE:

Amendment 1 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

This amendment adds the Associate Bridge Engineer job classification to the Schedule of Fees for MGE. This classification was overlooked in the consultants initial cost proposal, and is an important component of the bridge drafting work. There are no cost increases associated with this addition.

The amendment also adds to the scope of work of MGE's environmental sub-consultant GEI for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further explained in Attachment A-1. The cost associated with this additional scope is \$5,720.63, which is detailed in Attachment B-1.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order that corrects an oversight in the original cost proposal.

OTHER AGENCY INVOLVEMENT:

Project partially funded by California Office of Emergency Services

FINANCING:

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. The cost associated with this additional scope is \$5,720.63.

ATTACHMENTS:

1. Amendment 1 to MGE Contract
2. MGE Contract

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as "Contract Limit"

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee's is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

CONSULTANT

By: 

By: _____

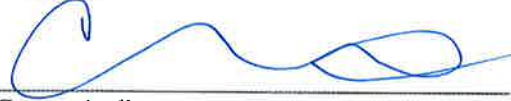
Dated: 8-29-19

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29 DAY OF August, 2019.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Rahul S. Sachin _____

Dated: 8-28-2019 _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Chackla
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

ATTACHMENT A1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC.
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

The scope of work described in the original Contract, dated July 10, 2018, is revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further described in the proposal dated August 9, 2019 from GEI Consultants, the environmental sub-consultant to MGE Engineering Inc.



Geotechnical
Environmental
Water Resources
Ecological

August 9, 2019

MGE Engineering, Inc.
Robert Sennett, S.E.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

Re: North Round Valley Road Bridge Replacement over Pine Creek – Inyo
County Standard Contract #156

Dear Bob:

GEI is pleased for the opportunity to continue providing environmental compliance services related to the above referenced project. As requested by Inyo County, GEI will modify existing Task 2.2 “Prepare CEQA Notice of Exemption” to include preparation of an Initial Study/Mitigated Negative Declaration for public/agency review. Our scope for the revised task follows and our cost estimate (prepared per Caltrans Exhibit 10-H) is provided as **Attachment #1**.

Task 2.2. Prepare CEQA Notice of Exemption

Following review of the draft Exemption Memo/Environmental Checklist, County staff determined that an Initial Study/Mitigated Negative Declaration (IS/MND) will be necessary to complete the CEQA process. GEI will expand the existing Environmental Checklist by including a project description, preparing the mitigated negative declaration, completing the checklist sections for public/agency review, and compiling the mitigation monitoring and reporting program (MMRP). *GEI will submit a draft IS/MND to the County/MGE by August 30, 2019.*

Following team review of the draft IS/MND, GEI will prepare the required noticing (Notice of Completion) and submit 15 CD copies of the public review draft IS/MND to the State Clearinghouse to initiate the 30-day public/agency review period. Following review, GEI will incorporate any comment letters received and prepare a final IS/MND for County staff. Consistent with CEQA guidelines, GEI does not anticipate providing detailed responses to comment letters received during the 30-day review period.

Task 2.2. Assumptions

- As confirmed with the Great Basin Unified Air Pollution Control District, no air quality modelling will be required to quantify air quality/greenhouse gas emissions resulting from construction of the project.

www.geiconsultants.com

GEI Consultants, Inc.
10860 Gold Center Drive, Suite 350, Rancho Cordova, CA 95670
916.631.4500 fax 916.634.4501

- Any additional Native American consultation activities consistent with AB 52, will be provided by County staff.
- GEI will provide County staff/MGE with a PDF/word version and up to 20 CD copies of the IS/MND (including attachments). Any additional paper copies (or mailing) of the IS/MND will be provided by the County.

On behalf of GEI, we thank you for the opportunity to present this information to you. We trust you will find this information adequate for your review. Should you need additional information or have any further questions, please do not hesitate to give me a call at (916) 631-4500.

Sincerely yours,

A handwritten signature in black ink, appearing to read "RW", with a horizontal line extending to the right.

Ray Weiss

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

The Schedule of Fees is amended to include the job classification of Associate Bridge Engineer to the approved job classifications for MGE Engineering Inc., with an initial hourly rate of \$54.00/hour, and subject to the anticipated salary increases described in Attachment B to the Contract.

The consultant shall be compensated at the rates shown in GEI Consultants' proposal dated August 9, 2019 for the added scope of work described in Attachment A-1. Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, materials and other incidentals to perform all work described in Attachment A-1. The costs shown in the proposal are estimates of probable cost incurred by the consultant. The total compensation to be provided shall be for actual work performed, and shall not exceed the total contract amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant
 Consultant **GEI Consultants Inc.**

Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 8/9/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	24	\$62.80	\$1,507.20
Document Specialist	Charisse Case	6	\$35.24	\$211.44
Administrative Assistant	Sonia Klingensmith	2	\$23.00	\$46.00
		0	\$55.68	\$0.00
		0	\$30.96	\$0.00
		0	\$23.48	\$0.00
		0	\$46.80	\$0.00
		0	\$43.28	\$0.00
		0	\$39.44	\$0.00
		0	\$35.24	\$0.00
		0	\$41.48	\$0.00

LABOR COSTS

32

a) Subtotal Direct Labor Costs \$1,764.64
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$1,764.64

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$1,632.64
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$1,803.29
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$3,435.93

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$520.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
			\$	\$
				\$ -
				\$ -
				\$ -
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$5,720.63

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,764.64	32	=	\$55.15	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$55.15	+	3.5%	=	\$57.08	Year 2 Avg Hourly Rate
Year 2	\$57.08	+	3.5%	=	\$59.07	Year 3 Avg Hourly Rate
Year 3	\$59.07	+	3.5%	=	\$61.14	Year 4 Avg Hourly Rate
Year 4	\$61.14	+	3.5%	=	\$63.28	Year 5 Avg Hourly Rate
Year 5	\$63.28	+	3.5%	=	\$65.49	Year 6 Avg Hourly Rate
Year 6	\$65.49	+	3.5%	=	\$67.79	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	32.0	=	32.0	Estimated Hours Year 1
Year 2	0.00%	*	32.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	32.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	32.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	32.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	32.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	32.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.15	*	32.0	=	\$1,764.64	Estimated Hours Year 1
Year 2	\$57.08	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$59.07	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.14	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.28	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$65.49	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$1,764.64	
	Direct Labor Subtotal before Escalation			=	\$1,764.64	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President
Signature : *Phillip L. Dunn* Date of Certification (mm/dd/yyyy): 8/9/2019
Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.


List services the consultant is providing under the proposed contract:

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design SERVICES


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

COUNTY OF INYO

By: 
Signature
DAN TEICHERT
Print or Type Name


Dated: 7-12-18

CONSULTANT

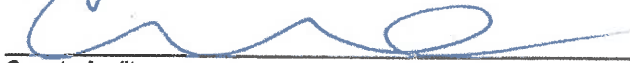
By: 
Signature
ROBERT E. SENNETT
Print or Type Name

Dated: 7/13/2018

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering and Design services of MGE Engineering, 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 Director of Public Works,
Clint Quilter. 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 and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 10, 2018 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 01, 2021 through June 30, 2022
- B. From July 01, 2023 through June 30, 2024

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 Director of Public Works, Clint Quilter. 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 \$ 447,568.18 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 447,568.18 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.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

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>Public Works</u>	Department	
<u>P.O. Drawer Q</u>	Address	
<u>Independence, CA</u>	City and State	

Consultant:		
<u>MGE Engineering, Inc.</u>	Name	
<u>7415 Greenhaven Drive, Suite 100</u>	Address	
<u>Sacramento, CA</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 MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT


By: 
Signature
DAN TETHEROFF
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 7-12-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

MGE Engineering, Inc. Of Sacramento, CA will be providing engineering services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Bridge Replacement. The scope of work is described in detail in the following pages.

Scope of Work

MGE's proposed *Scope of Work* is based upon experience gained in successfully completing bridge replacement and storm damage repair projects funded through State and Federal programs. The proposed work scope contains the elements described in the RFP. Additional services have been identified where warranted. A detailed project schedule is included with the project understanding to provide the requested timeline for completion of the tasks.

TASK 0 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

0.1 Communication and Coordination

MGE will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. This will include the following:

- Establishment and implementation of a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Regular communication with the County's Contract Manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintenance of a project contact list with names and contact information for all parties involved with the project including users and nearby property owners.
- Development and maintenance of a project document retention system, which will be transferred to the County upon Project completion or contract termination. The system will catalog and retain all significant project correspondence and work products in their native format.

0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the County's Contract Manager within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings in addition to the Project Scoping Meeting/Site Visit are anticipated for this project:

0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, MGE will facilitate and participate in up to six PDT meetings via teleconference.

0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, Cal OES and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings via teleconference. MGE will also be available to attend and present information at the County's Board of Supervisors meeting if needed. MGE will prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

0.2.3 Community/Property Owner Meetings

MGE will participate in meetings organized by the County to present the need for the project, discuss alternatives and obtain input to evaluate alternatives and select a preferred alternative. These are expected to include community meetings and meetings, if necessary, with individual stakeholders and property owners. For community meetings, MGE will prepare handouts, exhibits, and comment forms for participants.

Following this meeting, MGE will prepare a document summarizing comments received along with detailed responses. The comments document will be provided to the County.

Deliverables: Meeting Agendas & Minutes

0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule based on a work breakdown structure that will include all tasks of all parties involved in the Project and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones; and
- Responsibility and accountability assignments.

A draft schedule will be submitted to the County for review and comments. MGE will update the schedule quarterly to manage/monitor work progress. After acceptance by the County, the approved schedule will be retained as the baseline. An updated schedule will be provided to the County with monthly Progress Reports.

To keep the completion of the project on schedule, MGE will clearly communicate task durations and deadlines to the project team, obtain buy-in from stakeholders regarding review durations, and keep a strong focus on critical path items. MGE will monitor and update the schedule monthly to track critical tasks and prioritize MGE's work effort to ensure that the key milestones are met.

Deliverables: Base Schedule & Schedule Updates

0.4 Invoices and Progress Reports

MGE will submit a Progress Report with each invoice requesting payment for work to date. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues, and budget status.

Deliverables: Monthly Invoices & Progress Reports

0.5 Quality Control

MGE will develop a detailed Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. MGE will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

A quality control/constructability field review will be undertaken by senior MGE staff using the 90% PS&E submittal package. Upon completion of the review, any required adjustments/edits will be incorporated into the Final Design along with addressing the comments received from the County on their review of the 90% PS&E submittal package. Results of the field review and corrective action taken will be documented in a brief report which will be provided to the County.

Deliverables: Quality Control Plan

0.6 Submittals

All submittals of documents by MGE to the County for review and comment/approval will include six hard copies, a compact disc or DVD which contains an electronic copy of the document in .pdf format. The text of the document will also be provided electronically in Microsoft Word or Excel format as appropriate.

MGE will provide the County a copy of all correspondence to and from other agencies or organizations regarding the project. MGE will copy the County on all correspondence to agencies, companies, or individuals. No correspondence or communication with agencies, companies, or individuals will be instigated by MGE or subconsultants without prior authorization by the County.

Plans submitted by MGE for County review and comment/approval will be plotted or printed on 22" x 34" sheets and all scales shall be graphical. Final plan submittals will be provided on 22" by 34" mylar sheets. Each final plan sheet will be stamped and signed by the responsible professional engineer. Construction drawings will be prepared "true scale" to facilitate their use for construction staking. Coordinate systems of all digital data for plans and drawings will be based on the coordinates/bearings used in the survey control. A compact disc or DVD including the plans in .pdf format shall be provided with each plan set. Final plan set submittals will also include the AutoCAD drawing files on compact disk or DVD.

TASK 1 PRELIMINARY ENGINEERING STUDIES AND REPORTS

1.1 Project Scoping Meeting/Site Visit

MGE, together with selected subconsultants, will attend and prepare minutes of an initial scoping meeting with the County staff, Cal OES representatives, and others as appropriate. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. This initial meeting will help to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution. Included as part of the scoping meeting will be a site visit to discuss the alternatives identified in the Inspection Memorandum prepared for the project, and identify constraints that need to be considered in the selection and development of the preferred alternative for the project.

Deliverables: Meeting Agenda & Minutes

1.2 Surveys and Mapping

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

1.3 Hydrology/Hydraulics

MGE with support from Avila & Associates will complete the needed studies and analyses, and prepare the Bridge Design Hydraulic Study Report.

1.3.1 Data Review and Coordination

A review of available data, including previous studies provided by the County, will be completed by the Project Team. Key information to review will be the available hydrologic, hydraulic, and operational data for Pine Creek, Caltrans Bridge Inspection Reports, and County maintenance records.

1.3.2 Field Reconnaissance

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project. The field reconnaissance will be conducted on the day of the project scoping meeting.

1.3.3 Hydrologic Analysis

Preliminary research of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) showed that the project is located within a Zone A floodway. The Project Team will coordinate with the County and US Bureau of Reclamation to confirm the design flows at the Project site.

1.3.4 Hydraulic Analysis

A hydraulic analysis will be completed to determine design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. MGE and Avila will coordinate with the Project Team to obtain the surveyed channel cross sections for building the hydraulic models. The proposed bridge should be designed to meet Federal Highway Administration and the County's freeboard requirements.

1.3.5 Bridge Location Hydraulic Study

A Bridge Location Hydraulic Study will be completed to provide a floodplain risk assessment for the bridge. The Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverables: Bridge Location Hydraulic Study Memo (Draft and Final – 2 hard copies and PDF file)

1.3.6 Scour Analysis

A bridge scour analyses will be completed to determine the scour potential per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Results of the analysis will include recommendations on the need for scour countermeasures.

1.3.7 Bridge Design Hydraulic Study Report

A Bridge Design Hydraulic Study Report will be prepared to summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analysis.

Deliverables: Bridge Design Hydraulic Study Report (Draft and Final – 2 hard copies and PDF file)

1.4 Geotechnical/Foundation Investigation

The general project area is mapped as Quaternary alluvium deposits. Based on past performance of the channel and existing bridge, scour will pose a significant geotechnical risk to foundations. No known faults cross the project site; however, the area has the potential for high design seismic accelerations. If relatively shallow groundwater is encountered, liquefaction and seismically induced settlement may pose a potential geotechnical risk. Additionally, when liquefaction occurs on sloping ground, or adjacent to a free face (such as canal or river bank), it can cause the overlying soil to shift or spread toward the free face (lateral spreading).

1.4.1 Preliminary Foundation Report (PFR)

Kleinfelder will prepare a PFR for the site to assist in the conceptual planning, type selection, and preliminary engineering process. Log of Test Borings for the existing bridge along with published geologic maps, preliminary project data and site review/reconnaissance will be utilized in the development of the PFR.

Pre-field Activities

- Obtain an encroachment permit from Inyo County.
- Obtain a Test Well Permit from Inyo County Environmental Health
- Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform exploratory borings at each bridge support. Exploration depths are anticipated to extend to depth of about 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with excavated soil cuttings upon completion.

Laboratory Testing Program

- Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests include:
- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Modified Proctor, ASTM D1557
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Resistance Value, California Test Method No. 301
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

1.4.2 Engineering Analysis and Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared, followed by a final Foundation Report (FR) once all review comments have been received. Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the reports:

- A description of the proposed project
- Discussion of the field and laboratory testing programs
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate
- Recommended design and specified tip elevations for pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls
- Comments on the corrosion potential of foundation soil

Deliverables: Preliminary & Final Foundation Reports (2 hard copies and PDF file)

1.5 Preliminary Engineering Studies

MGE will complete preliminary bridge and roadway engineering based upon recommendations included in the Inspection Memorandum prepared for the project. The results will be incorporated into a Bridge Type Selection Report. The Report will include a General Plan sheet for the recommended bridge alternative, roadway Layout and Profile sheets. Also included will be an Engineer's preliminary construction cost estimate, evaluation of alternatives, and a recommended alternative. A draft of the Report will be submitted for review and approval by the County. The approved Report will be the basis for the environmental review and final design.

1.5.1 Type Selection Report

Type Selection Report completion will include, but not be limited, to the following:

- **Alternative Development** - MGE will evaluate multiple alternative bridge configurations/types including associated approach roadway alignment/profile and estimated construction cost for each alternative.
- **Environmental Constraints Analysis** - An environmental constraints analysis will be prepared for each alternative under consideration.
- **Draft Type Selection Report** - MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. The draft Preliminary Report will include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent and temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic requirements
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report, draft Bridge Design Hydraulic Study Report, and draft Location Hydraulic Study.	

The draft report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding.

MGE will submit the draft Report to the County for review and comment on the selection of a preferred alternative.

- **Final Type Selection Report** - MGE will prepare a final Report that includes the incorporation and/or resolution of all County comments on the draft Report.

Deliverables: Draft & Final Type Selection Reports (2 hard copies and PDF file)

1.6 Field Review/Early Coordination Meeting

MGE will participate with the County in a Field Review/Early Coordination Meeting with Cal OES and other stakeholders as appropriate. Participants from the MGE team will include the Project Manager, and key engineering members of the team. Prior to the meeting MGE will prepare appropriate exhibits and handouts. Should a preferred alternative remain to be selected, an exhibit will be prepared showing the alternatives under consideration.

Deliverables: Meeting Agenda & Minutes

TASK 2 ENVIRONMENTAL AND REGULATORY PERMITS

2.1 Prepare Project Description and Identify Project Site Limits

Working with the project team, GEI will accomplish the following activities:

- Define project objectives.
- Provide background statement for a finding of exemption.
- Develop project description/site limits map (i.e., Area of Potential Effect).

GEI will coordinate with MGE to prepare a project description for use in the CEQA notice of exemption and for any regulatory permit applications required for the project. Preliminary site plans and conceptual design drawings will be incorporated into the project description to the extent they are available. In addition to describing the design features of the proposed replacement structure, the project description will identify construction timing, equipment needs, and staging area locations. A brief background and a statement of reason supporting the County's notice of exemption will also be prepared.

Using design details in a CAD (or similar) format, GEI will prepare a site limits or Area of Potential Effect (APE) map that identifies key project features (such as staging areas, scour measure locations, etc.). The site limits or APE map will be used to prepare the Section 106 Technical Report and the Biological Resources Memo necessary to complete the regulatory permit applications (see **Task 2.3** below).

Project Coordination, Project Development Team Meetings, QA/QC, and Public Hearing

In addition to a project kick-off/site visit at the County, our scope includes participation at 3 project development team meetings, and a public meeting or Board of Supervisor meeting to address the environmental impacts of the proposed project.

Public Workshop: While not required, GEI staff are available to participate in an optional public workshop to present/discuss the potential environmental impacts of the proposed project with the community. The workshop would be at a location selected by the County/project team. GEI would also be available to provide presentation graphics for the workshop.

Deliverables

- Project Description (and supporting graphics), draft and final: one (1) PDF/Word version file.
- Background Statement, draft and final: 1 PDF/Word file.
- Site Limits (APE Map), draft and final: 1 PDF/Word file.

2.2 Prepare CEQA Notice of Exemption

Inyo County Board of Supervisors Resolution #2017-15 proclaimed the existence of a local emergency resulting from the run-off potential of near-record snowpack in the Eastern Sierra. With this intent and the subsequent Governor's Proclamation (dated October 27, 2017), the proposed project meets the Statutory Exemption requirements consistent with CEQA Guidelines 15269, as an emergency project. As a statutory exemption, the proposed project is excluded from CEQA consideration as defined by the State Legislature; however, the project must still comply with other state, local or federal laws that may be applicable to the proposed project.

GEI will prepare the notice of exemption using the project description and background statement prepared under **Task 2.1**. The notice will include a finding of the project's exemption, citations to the applicable exemption under CEQA, and a brief statement of reasons supporting the finding of exemption. While not required, the CEQA initial study checklist will also be used to identify the potential for any environmental impacts resulting from the project.

AB 52 Consultation: In preparing the cultural resources technical memo, a GEI tribal specialist will contact the Native American Heritage Commission (NAHC) and conduct initial coordination activities (i.e. file review and letters to tribal contacts), after consulting County staff. Based on the outcomes of this initial outreach, GEI is available to assist the County with any additional tribal coordination consistent with AB 52 compliance.

Deliverables

- Statutory Exemption Memo, draft and final: 1 PDF/Word file.
- Initial Study Checklist, draft and final: 1 PDF/Word file.
- AB 52 Coordination.

2.3 Prepare and Submit Regulatory Permits

Task 2.3-1: Prepare Section 106 Technical Report

Before the field surveys are conducted, existing documentation pertinent to cultural resources within the project area will be reviewed. GEI will conduct a records search for the project area. A GEI architectural historian and a GEI archaeologist will review previously completed environmental documents to establish the extent to which any previous work was conducted within the proposed project area. A limited desktop geoarchaeological study will be included as part of the background research conducted for the project.

review of previous archaeological survey and excavation reports, archaeological site records and formal property listings on file at the Eastern Information Center (EIC) of the California Historical Resources Information System. The collection of existing information on archaeological surveys, excavations and site records and mapped historical data for the project area (and a one-half mile radius) may be supplemented with additional research.

GEI will initiate contact with the Native American Heritage Commission (NAHC), to request a search of the Sacred Lands Files and a list of suitable Native American tribal representatives from the region. GEI will contact each individual/group on the list with a letter and follow-up phone calls to solicit any information or concerns that they might have regarding the project area. Similarly, GEI will contact any appropriate historical societies with knowledge of the area.

GEI's archaeological team, which includes Registered Professional Archeologists (RPAs) who meet the SOI's Professional Qualifications Standards, will conduct a pedestrian survey of areas of ground-disturbance, proposed parking areas, and staging areas.

Within 1 week of completing the archaeological survey, our archaeologists will prepare a brief email detailing the results of the archaeological survey.

A cultural resources survey technical report, combining archaeology and architectural resources, will be prepared under the supervision of a senior archaeologist who meets the SOI Professional Qualifications Standards. The technical report will include a statement of findings and management recommendations for any identified historic resources and the need for monitoring during ground-disturbing activities.

Deliverables & Assumptions

- Email of archaeological survey results.
- Draft Cultural Resources Survey Technical Report: 1 PDF/Word file.
- Final Cultural Resources Survey Technical Report 1 PDF/Word file.
- Field crew will consist of two archaeologists.
- Survey area will be less than 8 acres and will take one day complete.
- No archaeological resources or other significant resources will be identified in the project area.

- Evaluation of the built-environment resources is not anticipated for this project and therefore not included in this scope of work.

Task 2.3-2: Prepare Biological Resources Technical Memo

GEI biologists will review the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, as well as previous environmental reports in the project vicinity (if any) for information on potential occurrence of special-status species in the project area; existing National Wetland Inventory maps; topographic maps and aerial photographs; and soils information (soil survey soil types in Geographic Information System (GIS) format). Following the literature review, a biological resources reconnaissance survey will be conducted. The survey will consist of a one-day site visit to assess and map habitats in the project area and look for special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for further analysis and planning. The results of the biological resources survey and literature review will be included in a technical memorandum that will be used to support environmental permit applications.

Deliverables & Assumptions

- Biological Resources Technical Memorandum, draft and final: 1 PDF/Word file.
- After preliminary review of literature and databases on potential occurrence of special-status species in the project area, it is assumed that the project area does not support habitat for federally-listed species. Therefore, biological resources permitting under Section 7 of the Endangered Species Act is not included in the scope of work.
- Field crew will consist of two biologists.
- Survey area will be less than 8 acres and will take one day to complete.

Task 2.3-1: Prepare Wetland Delineation Report

The proposed project activities are anticipated to affect Pine Creek, which is a potential water of the United States subject to regulation under Sections 404 and 401 of the Clean Water Act (CWA) and a water of the State subject to regulation under the Porter-Cologne Water Quality Act. Additional features (e.g., seasonal wetlands, riparian habitat, etc.) that may also be subject to regulation have the potential to occur within the project area and may be affected by project activities. To support planning and permitting of project activities, GEI will conduct a wetland delineation to determine the presence and limits of jurisdictional features (waters of the United States and waters of the State).

GEI will conduct a wetland delineation along Pine Creek consisting of an area 100 feet north and south of the existing bridge and 200 feet upstream and downstream of the bridge. GEI will complete the delineation and prepare a draft and final Wetland Delineation Report for the project, which will include a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States. This map will be prepared in accordance with U.S. Army Corps of Engineers (USACE) (1987) multi-parameter methodology and 2008 Regional Supplement for the Arid West requirements. The preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). The Wetland Delineation Report would also summarize the delineation methodology, existing site conditions, and findings.

Following review of the Wetland Delineation Report by the County, it will be submitted to USACE as part of the CWA Section 404 permit application (see Task 2). If necessary, a GEI wetland biologist will attend a field verification with USACE and make one update to the Wetland Delineation Report based on USACE comments. It is assumed that USACE will issue a preliminary jurisdictional determination based on the Wetland Delineation Report as part of the issued permit process.

Deliverables

- Wetland Delineation Report, draft and final: 1 PDF/Word file and 1 paper copy.

The deliverable will be provided to the County electronically and one hardcopy of the final report will be submitted to USACE.

Task 2.3-2: USACE Clean Water Act Section 404 Nationwide Permit Package

It is assumed the proposed project would require a Clean Water Act Section 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects). NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Los Angeles District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from waters of the U.S.; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN packages.

Deliverables & Assumptions

- One Clean Water Act Section 404 PCN Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to USACE.

Task 2.3-3: RWQCB Section 401 Water Quality Certification Application

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. It is assumed that the WQC application fee will be paid by the County.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

Deliverables & Assumptions

- One Clean Water Act Section 401 Application, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to the RWQCB.

Task 2.3-4: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California

Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project is assumed to result in some work to repair and restore the condition of Pine Creek around the bridge location, GEI will submit a complete notification package to the CDFW Inland Desert Region (No. 6). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of riparian trees and vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. CEQA must be completed prior to CDFW issuing a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

Deliverables & Assumptions

- One CDFW Section 1602 Notification Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to CDFW.

TASK 3 60% PLANS, SPECIFICATIONS, AND ESTIMATES

Upon obtaining environmental clearance for the project, MGE will prepare the complete 60% PS&E (unchecked details) package for review by the County. Completion of the 60% PS&E will include completion of the following subtasks:

3.1 Bridge Design

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2015 Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

3.2 Approach Roadway and Civil Design

MGE will complete the approach roadway design, traffic control, and associated civil design details in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

3.3 Contract Item List and Draft Special Provisions

MGE will develop a contract item list and prepare draft special provisions required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

3.4 Construction Quantities and Cost Estimate

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County or included in the latest Caltrans Cost Data.

3.5 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 60% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

3.6 60% PS&E Submittal

MGE will submit the 60% plans, draft special provisions, and construction cost estimate for County review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions & Cost Estimate (2 hard copies and PDF file)

3.7 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting to discuss review comments from County staff and others as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. It is anticipated the meeting will be a teleconference. MGE will incorporate into the 90% design such reasonable changes as the County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

Deliverables: Meeting Minutes

3.8 Final Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. It is not anticipated that acquisition of additional right-of-way will be required other than temporary construction easements. The drawings will incorporate any changes resulting from the 60% PS&E review by the County. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction staging areas necessary to facilitate construction of the project.

Deliverables: Temporary Construction Easement Maps (hard copies and PDF file)

TASK 4 90% PLANS, SPECIFICATIONS, AND ESTIMATES

MGE will prepare a 100% complete PS&E package as the 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments with regard to the 60% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

4.2 Design Coordination Meeting

MGE will meet with County staff to discuss environmental mitigation measures, permit requirements, and comments from the public and that will need to be addressed during completion of the final design, and agree upon the schedule for completion of the final design.

4.3 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the results of the Independent Design Check (IDC) and the County's review comments.

4.4 Independent Design Check (IDC)

As part of the preparation of the 100% bridge design, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

4.5 Approach Roadway and Civil Design

MGE will prepare the 100% complete approach roadway design and associated civil plans considering the County's review comments.

4.6 Utility Conflict Plans

Utility Conflict Plans (UCP) showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. No utility facilities were noted on the existing bridge. Where possible the project design will incorporate accommodations for future utility relocations.

4.7 90% Special Provisions

MGE will finalize the contract item list and update the draft edited special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSP's) for incorporation into the final bid documents. This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for County review.

4.8 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

4.9 Quality Control Review

MGE will perform a quality control review of the 90% plans, specifications, and construction cost estimate. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

4.10 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review. At the time of submittal, MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions, Cost Estimate, IDC Report, & Quantity Calculations (2 hard copies and PDF files)

4.11 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting (via teleconference) to discuss review comments from County staff and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, MGE will incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes.

Deliverables: Meeting Minutes

TASK 5 FINAL PLANS, SPECIFICATIONS, AND ESTIMATES FOR ADVERTISEMENT.

5.1 Review and Respond to County Comments

MGE will review and respond to all County comments with regard to the 90% Plans, Specifications, and Estimates submitted for final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement.

5.2 Final Plans, Specifications and Estimate

MGE will incorporate into the final plans, specifications and estimate all changes required resulting for the County review. In addition changes required to address regulatory permit requirements will be incorporated into the final plans and special provisions.

5.3 Final Plans, Specifications and Estimate Submittal

MGE will compile the final PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for approval. The final PS&E submittal deliverables will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

All electronic files will be submitted on DVD.

TASK 6 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

6.1 Bidding Phase Support

MGE will prepare and submit to the County for review and approval any addenda deemed necessary. An electronic copy of addenda items will be furnished to County. MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering questions from bidders as required
- Provide assistance with necessary plan changes to issue as addendums during the bidding period
- Attendance at pre-bid conference
- Review bids for accuracy, compliance with Contract Documents and provide recommendation for award
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

6.2 Design Support during Project Construction

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop plans, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, provide an explanation of deficiencies
- Participate in site visits as requested

MGE will, upon request of the County, prepare "As-Built" Record Drawings following completion of construction of the project based upon marked up plans furnished by the County showing any changes made during construction.

TASK 7 (OPTIONAL) RIGHT-OF-WAY

7.1 Appraisal (Optional Subtask)

Bender Rosenthal Inc. (BRI) will prepare an appraisal for the temporary construction easement needed to complete the construction of the project. The appraisal will be developed in compliance with USPAP standards. This task will also include an independent review appraisal to comply with Caltrans and FHWA policies.

7.2 Acquisition (Optional Subtask)

BRI will prepare the necessary documents, conduct negotiations with the property owner, and provide escrow support and file close out for the acquisition work. This task assumes that a Preliminary Title Report is not needed as permanent rights are not being transferred.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Consultant shall be compensated at the rates shown in the MGE Engineering, Inc. of Sacramento, California Cost Proposal Sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to preform all work deccribed in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

EXHIBIT B Page 1 OF 3

Note: Mark-ups are Not Allowed
 Consultant _____ X Prime Consultant _____ Subconsultant _____ 2nd Tier Subconsultant _____
 MGE Engineering, Inc.
 Project No. _____ Contract No. _____ Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Robert Sennett	298	\$86.00	\$25,628.00
Supervising Civil Engineer	Stephen Hawkins	67	\$66.00	\$4,422.00
Senior Bridge Engineer (Design)	Wesley Sennett	466	\$53.00	\$24,698.00
Senior Civil Engineer (H&H & C)	Brad Reichel	294	\$50.00	\$14,700.00
Senior Bridge Engineer (IDC)	Diane Wang	118	\$62.00	\$7,316.00
Senior Bridge Engineer (QC & Constructability Review)	Joe Seimers	24	\$62.00	\$1,488.00
CAD Technician	Staff	406	\$40.00	\$16,240.00
Administrative Assistant	Staff	136	\$28.00	\$3,808.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$98,300.00
 b) Anticipated Salary Increases \$3,390.96
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$101,690.96

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$45,760.93
 f) Overhead (Rate: 125.00%) g) Overhead [(c) x (f)] \$127,113.70
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$172,874.63

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$27,456.56

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1600	Miles	\$ 0.545	\$ 872.00
Special Deliveries	6	Each	\$ 25.00	\$ 150.00
Reproduction	LS	N/A	N/A	\$ 550.00
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 1,572.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Avila & Associates	\$ 3,493.17
GEI	\$ 71,417.02
Kleinfelder	\$ 42,699.76
ROAnderson	\$ 13,064.09
Bender Rosenthal	\$ 13,300.00
m) TOTAL SUBCONSULTANTS' COSTS	\$ 143,974.04

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$145,546.04

TOTAL COST [(c) + (j) + (k) + (n)] \$447,568.18

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B Page 2 of 3

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$98,300.00	1809		\$54.34	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.34	+	3.5%	=	\$56.24	Year 2 Avg Hourly Rate
Year 2	\$56.24	+	3.5%	=	\$58.21	Year 3 Avg Hourly Rate
Year 3	\$58.21	+	3.5%	=	\$60.25	Year 4 Avg Hourly Rate
Year 4	\$60.25	+	3.5%	=	\$62.36	Year 5 Avg Hourly Rate
Year 5	\$62.36	+	3.5%	=	\$64.54	Year 6 Avg Hourly Rate
Year 6	\$64.54	+	3.5%	=	\$66.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	18.00%	*	1809.0	=	325.6	Estimated Hours Year 1
Year 2	66.00%	*	1809.0	=	1193.9	Estimated Hours Year 2
Year 3	16.00%	*	1809.0	=	289.4	Estimated Hours Year 3
Year 4	0.00%	*	1809.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1809.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1809.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1809.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.34	*	325.6	=	\$17,694.00	Estimated Hours Year 1
Year 2	\$56.24	*	1193.9	=	\$67,148.73	Estimated Hours Year 2
Year 3	\$58.21	*	289.4	=	\$16,848.23	Estimated Hours Year 3
Year 4	\$60.25	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.36	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$64.54	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$101,690.96	
	Direct Labor Subtotal before Escalation			=	\$98,300.00	
	Estimated total of Direct Labor Salary Increase			=	\$3,390.96	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Sennett Title *: Vice President
Signature :  Date of Certification (mm/dd/yyyy): 4/23/2018
Email: rsennett@mgeeng.com Phone Number: 916-421-1000
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for North Round Valley Road Bridge (No. 48C0044) over Pine Creek

6.1	Bidding Phase Support	2	2						4	\$ 902.88							\$ 902.88
6.2	Design Support During Construction	40	16	60	8			16	4	144	\$ 26,219.16						\$ 26,219.16
	Task Total Hours	42	18	60	8	0	0	16	4	148	\$ 27,122.04						\$ 27,122.04
TASK 7	Right-of-Way (Optional Task)																
7.1	Appraisal										\$ -						\$ 7,150.00
7.2	Acquisition										\$ -						\$ 6,150.00
	Optional Task Total Hours	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00
	Contract Total Hours	298	67	466	294	118	24	406	136	1,809	\$ 291,951.00	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 435,925.04
	Anticipated Salary Increases										\$ 10,071.14						\$ 10,071.14
	ODC										\$ 1,572.00						\$ 1,572.00
	Grand Total										\$ 303,594.14	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 447,568.18

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$1,658.28	20	=	\$82.91	

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation		Avg Hourly Rate	
Year 1	\$82.91	+	3.00%	=	\$85.40	Year 2 Avg Hourly Rate
Year 2	\$85.40	+	3.00%	=	\$87.96	Year 3 Avg Hourly Rate
Year 3	\$87.96	+	3.00%	=	\$90.60	Year 4 Avg Hourly Rate
Year 4	\$90.60	+	3.00%	=	\$93.32	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	20.0	=	20.0	Estimated Hours Year 1
Year 2	0.00%	*	20.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	20.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	20.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	20.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	20.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.91	*	20.0	=	\$1,658.28	Estimated Hours Year 1
Year 2	\$85.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$87.96	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$90.60	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.32	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,658.28	
	Direct Labor Subtotal before Escalation			=	\$1,658.28	
	Estimated total of Direct Labor Salary			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT B

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Catherine M.C. Avila Title*: President
Signature:  Date of Certification (mm/dd/yyyy) 4/22/2018
Email: cavila@avilaassociates Phone Number: 925-673-0549
Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28	476	=	\$45.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.31	+	3.5%	=	\$46.90	Year 2 Avg Hourly Rate
Year 2	\$46.90	+	3.5%	=	\$48.54	Year 3 Avg Hourly Rate
Year 3	\$48.54	+	3.5%	=	\$50.24	Year 4 Avg Hourly Rate
Year 4	\$50.24	+	3.5%	=	\$51.99	Year 5 Avg Hourly Rate
Year 5	\$51.99	+	3.5%	=	\$53.81	Year 6 Avg Hourly Rate
Year 6	\$53.81	+	3.5%	=	\$55.70	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	476.0	=	476.0	Estimated Hours Year 1
Year 2	0.00%	*	476.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	476.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	476.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	476.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	476.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	476.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.31	*	476.0	=	\$21,567.28	Estimated Hours Year 1
Year 2	\$46.90	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.54	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.24	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.99	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$53.81	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$21,567.28	
	Direct Labor Subtotal before Escalation			=	\$21,567.28	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President
Signature: *Phillip L. Dunn* Date of Certification (mm/dd/yyyy): 6/12/2018
Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Certification of Direct Costs:

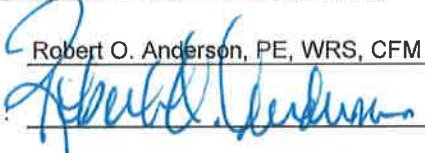
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert O. Anderson, PE, WRS, CFM Title *: President and Principal
Signature:  Date of Certification (mm/dd/yyyy): 04/23/18
Email: randerson@roanderson.com Phone Number: 775.782.2322
Address: 1603 Esmeralda Avenue, Minden, NV 89423

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant / subconsultants shall be compensated at the rates shown on Attachment B: Mileage Costs.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Mandy Guo PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: mguo@dealeyrenton.com	FAX (A/C, No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED MGE Engineering, Inc. 7415 Greenhaven Drive Sacramento CA 95831	INSURER A : Travelers Property Casualty Co of Ameri NAIC # 25674	
	INSURER B : Travelers Indemnity Co. of Connecticut NAIC # 25682	
	INSURER C : American Automobile Ins. Co. NAIC # 21849	
	INSURER D : U.S. Specialty Insurance Company NAIC # 29599	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 667305352

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6804H513922	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6124L670	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7684Y826	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCW0031741801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			USS1828381	1/28/2018	1/28/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Inyo County
 Department of Public Works
 Attn: Kathryn Paterson
 168 N. Edwards
 Independence CA 93526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MGE Engineering, Inc.
Endorsement Effective Date: 11/15/2017

SCHEDULE

Name Of Person(s) Or Organization(s): Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

ATTACHMENT E

There is no Attachment E



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 18, 2023

Reference ID:
2023-3693

2022 Maintained Mileage Certification

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) approve Resolution No. 2023-10, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2022 Maintained Mileage Log," and authorize the Chairperson to sign; and B) authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 2121 of the Streets and Highways Code stipulates that in May of each year, each County shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage log of maintained County highways, specifying the termini and mileage of each route added or excluded from its County Maintained Mileage Log. The submittal is to be in the form of a Resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year. The updates required for the 2022 Maintained Mileage Certification are shown in Exhibit A to the Resolution. Updates to the Inyo County Maintained Mileage for 2022 include abandoning a section of E Market St. in Darwin, modifying descriptions of five different roads (no change to length / maintenance), and adding the north portion of NW Second Ave in Darwin (0.27mi) and W Water St. in Darwin (0.08mi). Added roads are considered by Inyo County legal counsel to already fall under the County's responsibility.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution certifying the additions and deletions from the Inyo County Maintained Mileage Log, and could direct the Public Works Department to modify the list as deemed appropriate.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Resolution for Maintained Mileage Certification
2. Maintained Mileage Exhibit A
3. Maintained Mileage Comparisons
4. Townsite of Darwin Parcel Maps
5. Darwin Right of Way Map 2022

APPROVALS:

Greg Waters	Created/Initiated - 4/8/2023
Darcy Ellis	Approved - 4/10/2023
Elsa Fitch	Approved - 4/10/2023
Breanne Nelums	Approved - 4/12/2023
John Pinckney	Approved - 4/12/2023
Shannon Platt	Approved - 4/12/2023
Michael Errante	Approved - 4/12/2023
John Vallejo	Approved - 4/12/2023
Nate Greenberg	Final Approval - 4/13/2023

Resolution 2023-XXXX

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
ANNUAL CERTIFICATION OF THE 2022
MAINTAINED MILEAGE LOG**

WHEREAS, Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

WHEREAS, "Exhibit A" sets the Maintained County Road System from January 1, 2022 through December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2022 through December 31, 2022;

BE IT FURTHER RESOLVED AND ORDERED, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

APPROVED AND ADOPTED on this ____ day of _____, _____, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair
Inyo County Board of Supervisors

ATTEST:

Nate Greenberg, Clerk of the Board

By: _____
Assistant Clerk of the Board

Exhibit A

1. Relinquishment to County from State: *None*

2. Additions (new roads):

Road Name	Road No.	New Mileage	Record Document
W Water St.	5079	0.08	Board Resolution 79-33 [1] Map Figure – Darwin [2]

3. Additions (extensions):

Road Name	Road No.	New Mileage	Record Document
NW Second Ave.	5054A	0.27	Board Resolution 79-33 [1] Map Figure – Darwin [2]

4. Exclusions (abandonment of portion):

Road Name	Road No.	New Mileage	Record Document
E Market St. (SE end)	5074	0.37	Board Resolution 79-33 [1] Map Figure – Darwin [2]

5. Exclusions/Additions (road name changes):

Road Name	Road No.	Correction Made	Record Document
S Barlow Ln.	1033	Updating To Road Description – ends at the Indian Cemetery at the south end. Current description erroneously states it ends at 1106 Saniger Ln. No change to length of road.	MM Comparisons 2023 QA/QC [3]
W Fulton St	5053	Updating To Road Description – ends at intersection with Fourth St. Current description erroneously states it ends at Olancha-Darwin Rd. No change to length of road.	Board Resolution 79-33 [1] Map Figure – Darwin [2]

Road Name	Road No.	Correction Made	Record Document
Fourth St.	5053A	Updating From Road Description to match To Road description of W Fulton St. No Change to length of road.	Board Resolution 79-33 [1] Map Figure – Darwin [2]
W Reddy St.	5054	Updating To Road Description – ends at intersection with NW Second Ave. Current description erroneously states it ends at Olancha-Darwin Rd. No change to length of road.	Board Resolution 79-33 [1] Map Figure – Darwin [2]
NW Second Ave	5054A	Updating From Road Description to match To Road description of W Reddy St. No change to length of road.	Board Resolution 79-33 [1] Map Figure – Darwin [2]

Road #	Mileage	Name	From Road	To Road
1001	2.28	ROCK CREEK RD	Mono County Li	Roads End
1001A	0.58	LAKE RD	1001 Rock Creek Rd	Road End
1002	0.61	BOUNDARY RD	1007 Old Sherwin Grade Road	1003 Round Valley Road
1003	4.90	N ROUND VALLEY RD	1010 South Rou	1002 Boundary Rd
1004	1.29	RANGER STATION RD	1003 Round Val	Roads End
1005	1.19	MILL CREEK RD	Hwy 395	Hwy 395
1006	1.28	BIRCHIM LN	1003 North Round Valley Road	Hwy 395 South
1007	3.65	OLD SHERWIN GRADE RD	1009 Pine Cree	Mono County - P
1008	1.76	VANADIUM RANCH RD	1009 Pine Cree	1003 Round Val
1009	9.47	PINE CREEK RD	1009 Pine Cree	Roads End
1010	4.80	S ROUND VALLEY RD	1003 Round Val	1013 Sawmill R
1011	1.77	ROUND VALLEY TUNGSTEN RD	1010 Round Val	Roads End
1012	0.21	GORGE RD	1007 Old Sherwin Grade Road	Hwy 395
1013	1.89	SAWMILL RD	1016 Ed Powers	Hwy 395 South
1014	2.71	TUNGSTEN CITY RD	1016 Ed Powers	Roads End
1015	0.39	ABELOR RD	1013 Sawmill Rd	Road End
1016	2.43	ED POWERS RD	Hwy 168	Hwy 395
1017	1.31	RED HILL RD	1016 Ed Powers	Hwy 168
1018	0.06	VALLEY WEST CIR	1023 Sunrise D	Roads End
1019	0.38	PLANT FIVE RD	2085 Bishop Cr	Roads End
1020	7.24	BUTTERMILK RD	Hwy 168	Roads End
1021	0.80	SAND CANYON RD	8012 Non Count	2085 Bishop Cr
1022	2.35	PLEASANT VALLEY DAM RD	Hwy 395	1038 Chalk Bluff Road
1023	0.49	SUNRISE DR	1033 Barlow La	Roads End
1024	0.51	OTEY RD	1017 Red Hill	Roads End
1025	1.04	MUMY LN	Hwy 168	1027 Reata Rd
1026	0.41	SHEPARD LN	Hwy 168	Roads End
1027	0.82	REATA RD	Hwy 168	1028 Underwood
1028	1.18	UNDERWOOD LN	1027 Reata Roa	1033 Barlow La
1029	0.37	MCLAREN LN	Hwy 168	1051 Mountian
1030	2.51	BROCKMAN LN	Hwy 168	1032 Dixon Lane
1031	2.01	RIVERSIDE RD	1030 Brockman	Hwy 6
1032	2.01	DIXON LN	1030 Brockman Lane	Hwy 6
1033	3.71	S BARLOW LN	1028 Underwood Ln	Indian Cemetery
1034	2.92	BIR RD	1033 Barlow Lane	Roads End
1035	1.09	SCHOBER LN	2034 Sunland D	1033 Barlow La
1036	1.86	FIVE BRIDGES RD	1037 Jean Blanc Road	Hwy 6
1037	4.64	JEAN BLANC RD	1038 Chalk Bluff Road	1036 Five Bridges Road
1038	5.88	CHALK BLUFF RD	1022 Pleasant Valley Dam Road	1037 Jean Blanc Road
1039	4.46	CASA DIABLO	1038 Chalk Bluff Rd	Mono County
1040	3.10	FISH SLOUGH RD	1037 Jean Blanc Road	Mono County Line
1041	1.01	NORTH INYO	Hwy 6	Road End
1042	1.44	RUDOLPH RD	Mono County	Roads End
1043	1.28	JOE SMITH RD	1044 Silver Canyon Road	1037 Jean Blanc Road
1044	11.54	SILVER CANYON RD	1045 Laws Pole	Hwy 6
1045	1.72	LAWS POLETA RD	1044 Silver Canyon Road	2045 Poleta Laws Road
1046	17.64	WYMAN CREEK RD	HWY 168	1083 WHITE MOUNTAIN RD
1047	1.23	OASIS RD	Hwy 168	8039 Non Count
1048	8.40	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
1049	0.20	PLANT SIX RD	Hwy 168	Roads End
1050	0.46	HIGHLAND DR	1033 Barlow Lane	Roads End
1051	0.16	S MOUNTAIN VIEW RD	1029 McLaren L	1052 Ranch Roa
1052	0.46	RANCH RD	1053 Mt. Tom R	1055 Mt. View
1053	0.39	MOUNT TOM RD	1052 RANCH RD	ROAD END
1054	0.23	VISTA RD	1052 Ranch Roa	Roads End
1055	0.17	N MOUNTAIN VIEW RD	1052 RANCH ROAD	ROAD END
1056	0.46	SUNSET RD	1033 Barlow La	Roads End
1058	1.53	CHURCHILL MINE RD	1037 Jean Blanc Road	Roads End
1059	1.00	SEE VEE LN	Hwy 168	Hwy 395
1060	1.00	TU SU LN	Hwy 168	Hwy 395

1061	1.50	S PA HA LN	Hwy 395	Road End
1062	1.01	DIAZ LN	1030 Brockman Lane	1059 See Vee Lane
1063	0.50	PA ME LN	HWY 168	1078 INDIAN CREEK DR
1064	1.29	FLYNN RD	1045 Laws Poleta Road	Roads End
1065	0.53	STEWART RD	1064 FLYNN RD	Roads End
1066	3.90	COYOTE VALLEY RD	1028 Underwood Lane	Roads End
1067	0.25	MEADOW LN	Hwy 168	1071 Pinion Ro
1068	0.44	MESQUITE RD	1072 Laurel Ro	"1069 Birch St,"
1069	0.12	E BIRCH ST	1082 GRANDVIEW RD	1063 PA ME LN
1069A	0.09	W BIRCH ST	ROAD END	ROAD END
1070	0.07	E CEDAR ST	1082 GRANDVIEW RD	1068 MESQUITE RD
1070A	0.06	W CEDAR ST	1067 MEADOW LN	1079 TUMBLEWEED RD
1071	0.09	PINON RD	1070 Cedar St	Road End
1072	0.11	LAUREL RD	1071 Pinion Road	1082 Grandview Drive
1073	0.06	RANCH VIEW LN	1052 Ranch Roa	Roads End
1074	0.50	LONGVIEW DR	1033 Barlow Lane	Roads End
1075	0.30	WATTERSON RD	1027 Reata Roa	Roads End
1076	0.47	SIERRA VISTA WAY	1033 Barlow La	Roads End
1077	0.86	ROCKING K RD	1016 Ed Powers	Roads End
1078	0.32	INDIAN CREEK DR	1063 Pa Me Lane	Roads End
1079	0.12	N TUMBLEWEED RD	Roads End	1070 Cedar Str
1079A	0.25	S TUMBLEWEED RD	1078 Indian Cr	Roads End
1080	0.24	MORNINGSIDE DR	1063 Pa Me Lan	Roads End
1081	0.29	WILDROSE LN	1068 MESQUITE RD	1069 BIRCH ST
1082	0.40	GRANDVIEW DR	1068 Mesquite	Hwy 168
1083	8.70	WHITE MOUNTAIN RD	2083 White Mou	Mono County
1084	0.33	LAZY A DR	Hwy 395	1086 Bar M Lane
1085	0.27	IRENE WAY	1057 Irene Street	1116 Carol Lane
1086	0.16	BAR M LN	1091 Rocking W Drive	Roads End
1087	0.15	BAR L LN	1091 Rocking W Drive	Roads End
1088	0.41	GLENBROOK WAY	1033 Barlow Lane	1090 Orinda Drive
1089	0.78	HORTON CREEK RD	1010 Round Valley Road	Roads End
1090	0.13	ORINDA DR	1028 Underwood	1076 Sierra Vi
1091	0.50	ROCKING W DR	1087 Bar L. La	Roads End
1092	0.68	ARBOLES DR	Roads End	Roads End
1093	0.24	REINA RD	Roads End	Roads End
1094	0.08	VISTA VERDE RD	1098 Mesa Vist	Roads End
1095	0.06	ALISO CIR	1092 Arboles Drive	Roads End
1096	0.11	MAJORCA CIR	1092 Arboles Drive	Roads End
1097	0.16	AVENIDA DEL MONTE	1098 Mesa Vista Drive	1092 Arboles Drive
1098	0.43	MESA VISTA DR	Hwy 395	1092 Arboles D
1099	0.45	HOUSTON DR	1092 Arboles Drive	Roads End
1100	0.23	BROOKSIDE DR	1029 McLaren Lane	Roads End
1101	0.04	MAJESTIC WAY	1052 Ranch Road	Roads End
1102	0.06	LURING LN	1052 Ranch Road	Roads End
1103	1.28	STARLITE DR	Hwy 168	Roads End
1104	0.22	RUNNING IRON RD	1077 Rocking K	1077 Rocking K
1105	0.04	AURORA CIR	1104 Running Iron Road	Roads End
1106	0.62	SANIGER LN	1032 Dixon Lan	1107 Juniper S
1107	0.21	JUNIPER DR	1106 SANIGER LN	1108 VALLEY VIEW DR
1108	0.45	VALLEY VIEW DR	1032 Dixon Lan	Roads End
1109	0.28	WEST ST	1106 Saniger L	Roads End
1110	0.34	POLARIS CIR	1103 Starlite	Roads End
1110A	0.07	POLARIS CIR	1103 Starlite	Roads End
1111	0.10	ALTAIR CIR	1103 Starlite Drive	Roads End
1112	0.33	APOLLO CIR	1103 Starlite Drive	Roads End
1113	0.21	LAWS FRONTAGE RD	1044 Silver Canyon Road	Unnamed Road
1114	0.25	HARDY RD	1003 Round Valley Road	Roads End
1115	0.21	ARCTURIS CIR	Roads End	1103 Starlite Drive
1116	0.33	CAROL LN	Roads End	Roads End
1117	0.19	AUDREY LN	Roads End	Roads End

1118	0.08	SARAH VIEW	1076 Sierra Vi	1117 Audrey La
1119	0.03	CHEROKEE CIR	1121 Sioux Lane	Roads End
1120	0.31	CHOCTAW LN	1120 SIOUX LN	1108 VALLEY VIEW DR
1121	0.09	SIOUX LN	1120 Choctaw	Roads End
1122	0.06	WILSON CIR	ROAD END	1108 VALLEY VIEW DR
1123	0.05	FAIRVIEW CIR	1075 Watterson Road	Roads End
1124	0.35	BEAR CREEK DR	1108 Valley View Drive	Roads End
1125	0.03	SILVER CREEK DR	1124 Bear Cree	Roads End
1126	0.06	HUNTER WAY	1109 West Street	Roads End
1127	0.52	SHOSHONE DR	Roads End	Roads End
1128	0.06	PAIUTE CIR	Roads End	Roads End
1129	0.04	ARAPAHOE CIR	1120 Choctaw Lane	Roads End
1130	0.04	WASHOE CIR	1120 Chotaw La	Roads End
1131	0.52	SUNSET DR	1033 Barlow La	Roads End
1132	0.09	SUMMER HAZE CIR	Roads End	Roads End
1133	0.03	LEISURE CIR	1132 Summer Haze Circle	Roads End
1134	0.07	AUTUMN LEAVES CIR	Roads End	Roads End
1135	0.06	SNOW CIR	1131 Sunset Dr	Roads End
1136	0.07	SUNDOWN CIR	1131 Sunset Dr	Roads End
1137	0.07	STONE CIR	1108 Valley Vi	Roads End
1138	0.18	APACHE DR	1106 Saniger Lane	Roads End
1139	0.27	CHEYENNE DR	1127 Shoshone Drive	1127 Shoshone
1140	0.09	NAVAJO CIR	1106 Saniger L	Roads End
1141	0.06	GRAZIDE CIR	1108 Valley View Drive	Roads End
1142	0.05	HOPI CIR	1106 Saniger Lane	Roads End
1143	0.11	KIOWA CIR	1127 Shoshone Drive	Roads End
1144	0.03	ZUNI CIR	1127 SHOSHONE DR	ROAD END
1145	0.07	HOBBS CIR	1108 Valley View Drive	Roads End
2011	0.56	SULFUR RD	2017 Death Val	Roads End
2012	1.19	DEEP SPRINGS RANCH RD	Hwy 168	Roads End
2013	4.20	POLETA RD	Bishop City Lin	2014 Eastside Road
2014	2.19	EASTSIDE RD	2013 Poleta Road	2018 Warm Springs Road
2015	1.96	REDDING CANYON RD	2014 Eastside	Roads End
2016	5.65	BLACK CANYON RD	2014 Eastside Road	Nat'l Forest Boundary
2017	31.32	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
2018	6.61	WARM SPRINGS RD	2014 Eastside	Roads End
2019	4.11	COLLINS RD	2020 Gerkin Road	Roads End
2020	3.60	GERKIN RD	2019 Collins Road	Roads End
2021	0.15	OWENS RD	Roads End	2020 Gerkin Ro
2022	7.07	SOUTH LAKE RD	Hwy 168	Roads End
2023	0.29	COLUMBINE DR	Hwy 168	Roads End
2024	0.43	LAKE RD	2025 North Lake Rd	Roads End
2025	2.00	NORTH LAKE RD	Hwy 168	Roads End
2026	0.77	SABRINA RD	HWY 168	ROAD END
2027	0.09	NORTH ST	Roads End	2020 Gerkin Ro
2028	3.92	COUNTY RD	3028 County Road	2029 Keoughs Hot Spring Road
2029	0.91	KEOUGH HOT SPRINGS	Hwy 395	Roads End
2030	1.13	WYE RD		
2031	1.69	SUNLAND INDIAN RESERVATION RD	HWY 395	1035 SCHOBER LN
2034	3.67	SUNLAND DR	Hwy 168	Hwy 395
2035	0.52	SCHOBER LN	2034 Sunland D	1033 Barlow La
2039	0.81	COTTONWOOD LN	2020 Gerkin Road	Roads End
2040	0.16	CHERRY TREE CIR	2039 Cottonwood Lane	Roads End
2041	0.05	VISTA CIR	2040 Cherry Trail	Road End
2042	0.13	JEFFERY CIR	COTTONWOOD LN	ROAD END
2043	0.27	MANDICH ST	2034 Sunland Drive	Bishop
2044	0.08	W JAY ST	HWY 395	Road End
2045	1.16	POLETA LAWS RD	1044 Silver Canyon Road	2045 Poleta Laws Road
2047	6.14	WILLOW CREEK RD	Eureka Valley Road	
2048	12.00	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
2049	9.35	S EUREKA RD	Death Valley Road	Roads End

2050	0.25	VAN LOON LN	2013 Poleta Ro	Roads End
2053	0.75	AIRPORT RD	2013 Poleta Road	Roads End
2054	0.25	RAWSON CREEK RD	2020 Gerkin Ro	2059 Sierra La
2055	0.12	FOOTHILL DR	2020 Gerkin Road	Roads End
2056	0.02	TRAIL CIR	2055 Foothill	Roads End
2057	0.24	PANORAMA DR	2020 Gerkin Road	Roads End
2058	0.47	SIERRA GRANDE	2020 Gerkin Ro	Roads End
2059	0.24	SIERRA LADERA ST	2054 Rawson Cr	Roads End
2060	0.21	SIERRA BONITA ST	2020 Gerkin Ro	2059 Sierra La
2062	0.03	AGAPE CIR	2019 Collins Road	Roads End
2081	0.27	ALPINE DR	Hwy 168	Roads End
2083	8.51	WHITE MOUNTAIN RD	2083 White Mou	Mono County
2084	0.25	BISHOP GOLF COURSE RD	HWY 395	ROAD END
2085	2.71	E BISHOP CREEK RD	Hwy 168	Roads End
2085A	0.46	W BISHOP CREEK RD	Hwy 168	Roads End
2086	0.10	WHITE PINE RD	2088 Cataract	Roads End
2087	0.09	IRIS DR	2090 Cardinal Road	Roads End
2088	0.72	CATARACT RD	Hwy 168	2023 Columbine Drive
2089	0.16	SAGE DR	HWY 168	2081 ALPINE RD
2090	0.48	CARDINAL RD	Hwy 168	2023 Columbine Drive
2091	0.07	BROOK LN	2086 White Pine Road	Roads End
2092	0.24	MIDDLE FORK RD	2025 North Lake Rd	2026 Sabrina Rd
2093	0.24	RESERVOIR RD	Hwy 168	Roads End
2094	1.04	BIG TREES RD	Hwy 168	Roads End
2095	0.09	HABEGGER LN	2022 South Lake Road	2096 Canyon Road
2096	0.23	CANYON DR	2095 Habegger Lane	Roads End
2097	0.08	MOUNT TOM VIEW DR	2096 Canyon Ro	Roads End
2098	0.06	SIERRA SUMMIT	Hwy 168	Roads End
2099	0.11	SUMAC RD	2081 Alpine Dr	Roads End
2100	0.10	MANZANITA RD	2081 Alpine Drive	Roads End
2101	0.10	BARRETT CIR	2039 Cottonwood Lane	Roads End
3001	1.58	SUGARLOAF RD	3002 Glacier Lodge Rd	Roads End
3002	9.95	GLACIER LODGE RD	3212 West Street	Roads End
3003	1.04	REYNOLDS RD	3028 County Ro	Hwy 395
3004	0.99	BAKER CREEK RD	Hwy 395	Roads End
3005	0.39	CONE RD	3002 Glacier Lodge Road	Roads End
3006	7.44	MCMURRAY MEADOWS RD	Glacier Lodge Rd	Non County Road
3007	0.37	ARC RD	3001 Sugar Loaf Road	Roads End
3008	0.50	BIG PINE REPEATER RD	2017 Death Valley Rd	Roads End
3009	1.94	BARTELL RD	Hwy 395	Roads End
3010	0.47	LOWER GLACIER RD	3006 McMurray Meadows Road	Roads End
3011	1.03	NEWMAN ST	Hwy 395	3009 Bartell R
3012	1.39	STEWART LN	Hwy 395	Roads End
3013	27.63	WAUCOBA SALINE RD	Nat'l Forest Bo	4013 Saline Va
3014	0.34	STEWART RANCH RD	Roads End	3017A Death Va
3015	0.48	BIG PINE DUMP RD	Hwy 395	Roads End
3016	0.24	GREGG RD	3015 Big Pine Dump Road	Roads End
3017	32.01	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
3018	13.29	TINNEMAHA RD	Roads End	3035 Fish Spri
3019	0.79	BIRCH CREEK RD	3018 Tinnemaha Road	Roads End
3020	1.77	FULLER RD	3018 Tinnemaha Road	Roads End
3021	0.22	E ELNA RD	Hwy 395	Roads End
3022	4.45	TABOOSE CREEK RD	3018 Tinnemaha	Nat'l Forest Bo
3023	2.63	ABERDEEN STATION RD	3018 Tinnemaha	ROAD END
3024	1.97	BLACK ROCK SPRINGS RD	3018 Tinnemaha Road	3027 Coliseum Road
3025	3.52	DIVISION CREEK RD	3018 Tinnemaha Road	Nat'l Forest Boundary
3026	1.07	UPPER DIVISION CREEK RD	3025 Division	Road End
3027	3.13	COLOSEUM RD	Hwy 395	3027A N Coliseum Road
3027A	3.15	N COLOSEUM RD	Hwy 395	Hwy 395
3028	4.26	COUNTY RD	Hwy 395	2028 Keoughs Hot Spring Road
3029	2.60	FORT INDEPENDENCE RD	Hwy 395	Hwy 395

3030	1.22	FISH HATCHERY RD	Hwy 395	3031 Oak Creek Road
3031	4.45	N OAK CREEK RD	3030 Fish Hatc	Roads End
3032	1.41	S OAK CREEK RD	3030 Fish Hatc	Roads End
3033	0.39	SARAH ST	3407 Payne Str	3406 Kearsarge
3034	0.17	BELL ACCESS RD	3036 Shabbell Lane	3030 Fish Hatchery Road
3035	3.06	FISH SPRINGS RD	Hwy 395	Hwy 395
3036	1.29	SCHABBELL LN	HWY 395	3029 FORT INDEPENDENCE
3037	0.33	SUSAN ST	3405 Market St	Roads End
3038	0.50	MARY ST	3409 PARK ST	3409 PARK ST
3039	0.48	LILY ST	INYO ST	PARK ST
3040	0.50	DALE ST	3408 Pavillion Street	3401 Inyo Steet
3041	0.14	N JEWEL ALY	3401 Inyo Street	Roads End
3042	0.16	CAROLYN ST	3411 Sierra Street	3405 Market Street
3045	13.63	MAZOURKA CANYON RD	Hwy 395	Nat'l Forest Bo
3046	0.80	DUMP RD	Hwy 395	Roads End
3047	12.78	ONION VALLEY RD	3405 West Mark	Nat'l Forest Bo
3048	0.98	CRATER ST	3050 Baker Ln	3051 Butcher Ln
3049	0.49	PIPER ST	3050 BAKER LN	3009 BARTELL RD
3050	0.17	BAKER LN	3048 Crater Street	3049 Piper Street
3051	0.26	BUTCHER LN	Hwy 395	3011 Newman Street
3052	0.34	SEVEN PINES RD	3047 Onion Val	Roads End
3053	0.50	GRIFFITH RD	3035 Fish Springs Road	3018 Tinnemaha Road
3054	0.35	TERRACE DR	3003 Reynolds	3003 Reynolds
3055	2.78	FOOTHILL RD	3047 Onion Valley Road	Roads End
3056	2.21	GOODALE RD	Hwy 395	Roads End
3057	0.23	PINE RD	3003 Reynolds Road	3061 Elm Crest
3058	0.17	JUNIPER RD	3003 Reynolds Road	3059 Mountain Road
3059	0.23	MOUNTAIN RD	3057 Pine Rd	3060 Meadow Lark Rd
3060	0.05	MEADOWLARK RD	3059 Mountian	3061 Elcrest
3061	0.32	ELMCREST DR	Roads End	Roads End
3063	0.22	CARMELEA LN	Roads End	3070 Olivia Lane
3064	0.14	MARIANNE WAY	3063 Carmelea Lane	3070 Olivia Lane
3065	0.06	JULIE ANN LN	3003 Reynolds Road	3064 Marianne Way
3066	0.09	BETTY LOU LN	3065 Julie Ann Ln	Road End
3067	0.04	MICHELLE CIR	3066 Betty Lou	Roads End
3068	0.15	MYRTLE LN	3003 Reynolds	3070 Olivia Ro
3069	0.06	KRISTINE CIR	3068 Myrtle Lane	Roads End
3070	0.34	OLIVIA LN	3028 County Ro	Hwy 395
3071	0.03	TAMMY LN	3063 Carmela La	Roads End
3072	0.04	TAWNYA CIR	3070 OLIVIA LANE	ROAD END
3201	0.07	POPLAR AVE	Hwy 395	Roads End
3202	0.10	CENTER ST	3216 Washington Street	3215 Pine Street
3203	0.15	LOCUST ST	3216 WASHINGTON ST	HWY 395
3204	0.10	HOME ST	3215 Pine Street	3216 Washington Street
3205	0.09	NANCY LN	3212 West Stre	Roads End
3206	0.50	W CROCKER AVE	Hwy 395	3212 West Street
3206A	0.05	E CROCKER AVE	Hwy 395	3215 Pine
3207	0.32	CORNELL ST	3213 School Street	Roads End
3208	0.25	DEWEY ST	3213 School Street	Roads End
3209	0.25	CHESTNUT ST	Hwy 395	3213 School Street
3210	0.25	WALNUT ST	3213 West Stre	Hwy 395
3211	0.25	BLAKE ST	Hwy 395	3213 School Street
3212	0.46	WEST ST		
3213	1.00	S SCHOOL ST	3211 Blake Rd	3028 County Road
3214	0.10	HALL ST	3209 Chestnut Street	3208 Dewey Street
3215	0.39	PINE ST	3201 POPLAR ST	HWY 395
3216	0.12	WASHINGTON ST	3204 Home Stre	3202 Center St
3217	0.04	SARA LN	3209 Chestnut	Roads End
3401	0.22	E INYO ST	Hwy 395	Roads End
3401A	0.03	W INYO ST	3405 Market St	ROAD END
3402	0.22	E WALL ST	Hwy 395	3423 Crockett

3402A	0.07	W WALL ST	3416 Washingto	Hwy 395
3403	0.15	E MAIN ST	Hwy 395	3421 Clay Street
3403A	0.22	W MAIN ST	3412 Grant Street	Hwy 395
3404	0.14	E CENTER ST	3421 Clay Street	Hwy 395
3404A	0.22	W CENTER ST	Hwy 395	3412 Grant Street
3405	0.22	W MARKET ST	Hwy 395	3047 Onion Valley Road
3405A	0.39	E MARKET ST	3424 Rosedale	Hwy 395
3406	0.14	E KEARSARGE ST	3421 Clay Street	Hwy 395
3406A	0.18	W KEARSARGE ST	Hwy 395	Roads End
3407	0.14	E PAYNE ST	3421 Clay Stre	Hwy 395
3407A	0.22	W PAYNE ST	Hwy 395	Roads End
3408	0.31	E PAVILION ST	3424 Rosedale	Hwy 395
3408A	0.18	W PAVILION ST	Hwy 395	3414 Webster Street
3409	0.15	E PARK ST	3419 Jackson Street	Hwy 395
3409A	0.18	W PARK ST	Hwy 395	3416 Washington Street
3410	0.08	W CITRUS ST	HWY 395	3416 WASHINGTON ST
3411	0.07	E SIERRA ST	3424 ROSEDALE ST	3426 VALLEY VIEW DR
3412	0.14	N GRANT ST	3402 Wall Street	3403 Main Street
3414	0.18	N WEBSTER ST	3405 Market St	Roads End
3414A	0.34	S WEBSTER ST	3408 Pavilion	3405 Market St
3416	0.21	N WASHINGTON ST	3405 Market St	3401 Inyo Stre
3416A	0.37	S WASHINGTON ST	3410 Citrus St	3405 Market St
3419	0.29	N JACKSON ST	3401 Inyo Street	3405 Market Street
3419A	0.29	S JACKSON ST	3405 Market Street	3409 Park Street
3421	0.29	N CLAY ST	3401 Inyo Street	3405 Market Street
3421A	0.47	S CLAY ST	3405 Market Street	Roads End
3423	0.05	N CROCKETT ST	3402 WALL ST	ROAD END
3424	0.24	S ROSEDALE DR	3408 PAVILLION ST	3405 MARKET ST
3426	0.25	S VALLEY VIEW DR	3405 MARKET ST	Roads End
4001	5.49	MANZANAR REWARD RD	Hwy 395	Roads End
4003	13.89	OWENYO LONE PINE RD	4001 Manzanar	4010 Dolomite
4004	4.06	MOFFAT RANCH RD	Hwy 395	Roads End
4005	1.11	PANGBORN LN	Hwy 395	Hwy 395
4006	3.38	LONE PINE NARROW GAUGE RD	HWY 395	4003 OWENYO-LONE PINE RD
4006A	0.21	LONE PINE NARROW GAUGE RD	4006 LONE PINE NARROW GAUGE RD	
4006B	0.20	LONE PINE NARROW GAUGE RD	4006 LONE PINE NARROW GAUGE RD	4003 OWENYO-LONE PINE RD
4009	16.17	WHITE MOUNTAIN TALC RD	4013 Saline Valley Road	Roads End
4010	4.53	DOLOMITE LOOP RD	Hwy 136	Hwy 136
4011	0.26	COTTONWOOD POWERHOUSE RD	Hwy 395	Roads End
4012	7.03	UBEHEBE RD	Nat'l Park Boun	4013 Saline Va
4013	48.69	SALINE VALLEY RD	3013 Waucoba S	5013 Saline Va
4014	0.13	CAMPGROUND RD	4015 Putnam Road	4018 Whitney Portal Road
4015	0.93	PUTNAM RD	4018 Whitney Portal Road	Road End
4016	0.18	BUDKE RD	4015 Putnam Road	Road End
4017	18.96	HORSESHOE MEADOWS RD	4018 Whitney Portal Road	Roads End
4018	11.83	WHITNEY PORTAL RD	Hwy 395	Roads End
4019	5.45	TUTTLE CREEK RD	4018 Whitney P	4023 Lubken Ca
4020	2.87	GRANITE VIEW DR	4017 Horseshoe Meadows Road	Roads End
4021	1.47	SUB STATION RD	4425 Line Stre	Roads End
4022	1.83	INDIAN SPRINGS DR	4019 Tuttle Creek Road	4048 Dominy Road
4023	3.36	LUBKEN CANYON RD	Hwy 395	4017 Horshoe M
4024	0.93	CARROLL CREEK RD	Hwy 395	Roads End
4025	4.25	COTTONWOOD RD	Hwy 395	Roads End
4026	6.77	HOGBACK RD	4037 Movie Road	4004 Moffatt Ranch Road
4027	7.81	CERRO GORDO RD	8054 Non County Road	Hwy 136
4029	4.90	SANTA ROSA RD	5013 Saline Va	Roads End
4031	0.54	OLANCHA-DUMP RD	4206 OLD STATE HWY	ROAD END
4032	0.19	BARTLETT RD	Hwy 395	Roads End
4033	0.51	LONE PINE GOLF COURSE RD	Hwy 395	Roads End
4034	0.26	LASKY LN	4005 Pangborn Lane	Roads End
4035	0.12	PANGBORN ST	4034 LASKY LN	ROAD END

4036	0.13	KELLOGG ST	4034 Lasky Lane	Roads End
4037	5.73	MOVIE RD	4018 Whitney P	4026 Hogback R
4038	2.39	OLIVAS RANCH RD	4018 Whitney P	Roads End
4039	0.78	MAGAZINE RD	TUTTLE CREEK RD	UNNAMED RD
4041	0.50	GOODWIN RD	4021 Sub Station Road	Roads End
4042	0.50	ZUCCO RD	4058 TEYA RD	4021 SUB STATION RD
4043	0.56	BURKHARDT RD	Hwy 395	Roads End
4044	0.93	THUNDERCLOUD LN	4019 Tuttle Cr	4045 Shahar Av
4045	0.58	SHAHAR AVE	Roads End	Roads End
4046	0.95	SUNSET DR	4044 Thundercloud Ln	4017 Horseshoe Meadows Rd
4047	7.07	HUNTER MOUNTAIN RD	4013 Saline Valley Road	Roads End
4048	0.12	DOMINY RD	4022 Indian Springs Drive	Roads End
4049	0.75	ALABAMA DR	4019 Tuttle Creek Road	4050 McDonald Road
4050	0.35	MCDONALD RD	4045 Shahar Av	4022 Indian Sp
4051	0.10	A ST	4404 Willow St	4018 Whitney Portal Rd
4052	0.27	B ST	4403 Locust St	Roads End
4053	0.11	C ST	4409 Post Stre	4403 Locust St
4054	0.06	D ST	4404 WILLOW ST	4403 LOCUST ST
4055	0.12	E ST	4411 Muir Stre	4422 Hay Stree
4056	0.24	F ST	4411 Muir Stre	4407 Mountian
4057	0.05	MCELROY LN	4405 Bush Stre	4404 Willow St
4058	0.12	TEYA RD	Hwy 395	4042 Zucco Roa
4060	0.16	WHITNEY VISTA DR	4018 Whitney Portal Rd	4061 Mt Langley Lane
4061	0.39	MT LANGLEY LN	4060 Whitney Vista Dr	4063 Valley View Dr
4062	0.25	HUNTER RD	4022 Indian Springs Rd	Road End
4063	0.17	VALLEY VIEW DR	4018 Whitney Portal Rd	4061 Mt Langley Ln
4201	0.03	LINCOLN ST	4206 Old State Highway	4205 Yerington Avenue
4202	0.06	FRANKLIN ST	4206 Old State Highway	4205 Yerington Avenue
4203	0.26	MALONE ST	Hwy 136	4209 Maud Street
4204	0.24	CERRO GORDO ST	4209 Maud Street	Hwy 136
4205	0.28	YERINGTON AVE	4201 LINCOLN ST	4204 CERRO GORDO
4206	0.55	OLD STATE HWY	4031 Olancha D	Hwy 136
4207	0.24	RAILROAD AVE	4204 Cerro Gor	4206 Old State
4208	0.19	LAWS AVE	4204 Cerro Gordo Street	Roads End
4209	0.11	MAUD ST	4203 MALONE ST	4204 CERRO GORDO
4401	0.07	BEGOLE ST	4419 Jackson Street	Hwy 395
4403	0.05	STATHAM WAY	4416 Washingto	4414 Brewery S
4403A	0.06	W LOCUST ST	Hwy 395	4416 Washingto
4403B	0.40	E LOCUST ST	4424 Lakeview	Hwy 395
4404	0.16	E WILLOW ST	HWY 395	LONE PINE AVE
4404A	0.08	W WILLOW ST	HWY 395	STREET A
4405	0.46	W BUSH ST	4428 Fairbanks Street	Hwy 395
4405A	0.09	E BUSH ST	Hwy 395	Roads End
4407	0.33	E MOUNTAIN VIEW ST	4414 Brewery S	Hwy 395
4407A	0.11	W MOUNTAIN VIEW ST	Hwy 395	4414 Brewery S
4408	0.10	E WHITNEY PORTAL RD	4421 LONE PINE RD	HWY 395
4409	0.36	E POST ST	4425 Line Stre	Hwy 395
4409A	0.11	W POST ST	Hwy 395	4414 Brewery S
4410A	0.08	E SOUTH ST	4424 S Lake View Rd	4425 Line St
4411	0.32	MUIR ST	4055 Street E	"4056 Street F,0.000"
4412	0.08	SCHOOL ST	4424 Lake View Ave	4425 Line St
4413	0.28	E INYO ST	Hwy 395	4425 Line St
4413A	0.03	W INYO ST	Hwy 395	Non County Road
4414	0.20	S BREWERY ST	Roads End	4407 West Mountain View Street
4414A	0.16	N BREWERY ST	4407 West Mountain View Street	4403 Statham Way
4416	0.16	N WASHINGTON ST	4407 Mountain View St	4403 Statham Way
4416A	0.21	S WASHINGTON ST	4407 Mountain View St	4430 Gene Autry Ln
4419	0.20	N JACKSON ST	4401 Begole St	4407 Mountain View St
4419A	0.05	S JACKSON ST	4408 E Whitney Portal Rd	4407 W Mountain View St
4421	0.16	N LONE PINE AVE	4403 Statham Way	4407 Mountian
4421A	0.24	S LONE PINE AVE	4407 Mountain View Street	4411 Muir Street

4422	0.16	N HAY ST	4403 Statham Way	4407 Mountain View Street
4422A	0.24	S HAY ST	4407 Mountain View Street	4411 Muir Stre
4423	0.24	S MOUNT WHITNEY DR	4411 MUIR ST	4407 MOUNTAIN VIEW ST
4423A	0.25	N MT WHITNEY DR	4407 MOUNTAIN VIEW ST	ROAD END
4424	0.33	S LAKE VIEW AVE	4407 MOUNTAIN VIEW ST	4413 INYO ST
4424A	0.16	N LAKE VIEW AVE	4407 MOUNTAIN VIEW ST	4403 STATHAM WAY
4425	0.19	LINE ST	4413 Inyo Street	4409 Post Street
4426	0.34	ROY ROGERS RD	4414 Brewery S	4018 Whitney P
4427	0.26	E LUBKEN AVE	HWY 395	ROAD END
4428	0.10	FAIRBANKS ST	4405 Bush Street	4018 Whitney Portal Road
4429	0.11	TIM HOLT ST	4414 Brewery S	Hwy 395
4430	0.08	GENE AUTRY LN	Hwy 395	Roads End
5001	1.80	CLAY RD	Nevada State Line	Roads End
5002	5.17	STATE LINE RD	Hwy 127	Nevada State Li
5003	7.31	PETRO RD	5005 Furnace C	Hwy 127
5005	36.70	FURNACE CREEK WASH RD	Hwy 127	5050 Western Talc Road
5005A	12.32	FURNACE CREEK RD	Hwy 127	5050 Western Talc Road
5006	2.53	TECOPA HOT SPRINGS RD	5005 Furnace C	5007 Old Spani
5007	30.17	OLD SPANISH TRAIL HWY	Hwy 127	Nevada State Li
5008	2.04	CHINA RANCH RD	5005 Furnace Creek Road	Roads End
5009	20.81	MESQUITE VALLEY RD	5050 Western T	Nevada State Li
5010	6.19	LOST SECTION RD	5005 FURNACE CREEK RD	ROAD END
5011	5.48	OLANCHA-DARWIN RD	Hwy 190	5074 Market St
5012	2.80	TALC CITY RD	Hwy 190	Roads End
5013	5.75	SALINE VALLEY RD	HWY 190	4013 Saline Valley Rd
5013A	4.75	SALINE VALLEY ALT	HWY 190	5013 Saline Va
5014	4.11	ZINC HILL RD	5015 Ophir Road	Road End
5015	7.85	OPHIR RD	5075 Second Av	5016 Old Toll
5016	8.66	OLD TOLL RD	5015 Ophir Road	Hwy 190
5017	23.92	NADEAU RD	Hwy 190	5029 Trona-Wil
5018	13.92	PANAMINT VALLEY RD	5029 Trona-Wil	Hwy 190
5019	3.60	MINIETTA RD	5018 Panamint	5017 Nadeau Ro
5020	0.87	W FALL RD		
5021	1.07	SHOP ST	Hwy 395	Roads End
5022	4.25	WALKER CREEK RD	Hwy 395	Roads End
5023	0.40	SCHOOL RD	Hwy 395	Roads End
5024	10.15	CACTUS FLATS RD	Hwy 395	Roads End
5025	5.46	SAGE FLATS DR	Hwy 395	Roads End
5026	1.57	ASH CREEK RD	HWY 395	ROAD END
5027	2.61	HAIWEE CANYON RD	Hwy 395	Roads End
5028	0.23	GENTRY RD	5007 Old Spanish Trail Highway	5007 Old Spanish Trail Highway
5029	34.13	TRONA WILDROSE RD	SBD County	8070 Non Count
5030	0.42	PADRE POINT RD	Hwy 190	Roads End
5031	0.53	LITTLE LAKE RD	Hwy 395	Hwy 395
5032	4.90	SLATE RANGE RD	5017 Nadeu Roa	5018 Panamint
5033	4.46	SURPRISE CANYON RD	5035 Wingate R	Roads End
5034	3.64	BALLARAT RD	5029 Trona-Wildrose Road	5035 Wingate Road
5035	20.06	WINGATE RD	SAN BERNARDINO	5034 Ballarat Rd
5035A	11.87	INDIAN RANCH RD	5034 Ballarat Road	5029 Trona-Wildrose Road
5036	9.11	COYOTE CANYON RD	8093 Non County Road	5035 Wingate Road
5037	0.41	VALLEY WELLS RD	5029 Trona-Wil	5044 Stockwell
5038	5.48	GILLS STATION COSO RD	5039 Sykes Road	Roads End
5039	1.08	SYKES RD	Hwy 395	Roads End
5040	9.84	NINE MILE CANYON RD	Hwy 395	Tulare County L
5041	0.58	DOWNEY RD	5006 Tecop Hot Springs Road	8080 Non County Road
5043	0.77	CINDER RD	Hwy 395	Roads End
5044	1.85	STOCKWELL MINE RD	5037 Valley We	Roads End
5045	0.80	TRONA AIRPORT RD	5029 Trona-Wil	Roads End
5046	0.19	ANDERSON WAY	5041 Downey Road	Roads End
5048	4.96	HOMEWOOD CANYON RD	5029 Trona-Wildrose Road	Roads End
5049	1.04	SMITH TALC RD	5009 MESQUITE	San Bernardino County

5050	1.11	WESTERN TALC RD	5005 Furnace C	San Bernardino
5051	13.95	MESQUITE VALLEY RD	5050 Western T	Nevada State Li
5052	0.61	OLD STATE HWY	Hwy 127	Hwy 127
5053	0.20	W FULTON ST	5014 Zinc Hill Rd	5053A Fourth St
5053A	0.05	FOURTH ST	5053 Fulton St	Market St
5054	0.11	W REDDY ST	5014 Zinc Hill Rd	5023 Reddy Rd
5054A	0.27	NW SECOND AVE	5023 Reddy Rd	5011 Olancha Darwin Rd
5055	1.01	TALC CITY CUTOFF	5012 Talc City	Hwy 190
5056	0.63	QUARRY RD	5029 Trona-Wil	Roads End
5058	0.90	NOONDAY ST	5006 Tecopa Ho	5006 Tecopa Ho
5059	0.25	SUNDOWN ST	5058 Noonday S	5058 Noonday S
5060	0.67	BOB WHITE WAY	5041 Downey Road	5005 Furnace Creek Road
5061	0.46	CROW CANYON RD	5048 Homewood Canyon Road	Roads End
5062	0.43	ELIAS RD	5006 Tecopa Hot Springs Road	Roads End
5069	0.51	WILLIAMS RD	5020 FALL RD	ROAD END
5070	0.40	SUMMER RD	5020 Fall Road	Roads End
5071	0.11	SPRING CIR	5020 Fall Road	Roads End
5072	3.03	STERLING RD	5040 Nine Mile	Kern County Lin
5073	1.26	PEARSON RD	Hwy 395	Hwy 395
5074	0.37	E MARKET ST	5011 Olancha Darwin Rd	5075 SE Second Ave
5075	0.19	SE SECOND AVE	5074 MARKET ST	5015 OPHIR RD
5076	0.41	LAKEVIEW RD	5077 Enchanted Lakes Road	Roads End
5077	1.53	ENCHANTED LAKES RD	Hwy 395	Roads End
5079	0.08	W WATER ST	End of NW Second St	Road Ends
5078	1.51	LAKE VILLAGE RD	Hwy 395	Roads End
5201	0.18	WHITNEY ST	5206 Mojave St	Hwy 39
5202	0.11	LAKE ST		
5203	0.05	OWENS ST	5204 Sierra St	5205 Cartago S
5204	0.25	SIERRA ST	5201 Whitney St	5203 Owen St
5205	0.24	CARTAGO ST	5203 OWENS ST	5201 WHINTEY ST
5206	0.17	MOJAVE ST	5201 Whitney St	Road End
1095.61				

SCALE: 1" = 60'

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B. & M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.

SURVEYED AND PLATTED BY OR UNDER THE SUPERVISION OF ROGER D. GLIDDEN, INYO COUNTY SURVEYOR AND HOWARD W. YOUNG, INYO COUNTY SURVEYOR.

SHEET 1 OF 12

RECORDED AT REQUEST OF BOARD OF SUPERVISORS
 DATE APRIL 23, 1979
 TIME 2:00 P.M.
 DOCUMENT 2381
 IN BOOK SD 3
 AT PAGE 59, 20 TO
 OF MAP RECORDS
 INYO COUNTY, CALIF.
 MARGARET BROMLEY
 COUNTY RECORDER
 BY *Mary Ann's*
 ATTNEY

I, Verne Summers, Judge of the Superior Court of the State of California, for the County of Inyo, successor to the original County Judge to whom the Federal Patent for the lands to be held in trust for the use and benefit of the occupants of the Townsite of Darwin, California, do hereby consent to the preparation and filing of said map and subdivision shown within the colored border.

I hereby dedicate to the public use, all streets, highways and other public ways shown on said map.

April 23, 1979 Verne Summers
 Verne Summers, Judge

RESOLUTION NO. 79-33
 A RESOLUTION FOR THE APPROVAL OF THE TOWNSITE OF DARWIN AND ACCEPTANCE OF OFFERS OF DEDICATION
 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA

WHEREAS, Section 66477.1 of Division 2 of Title 7 (commencing with Section 66410) of the Government Code requires a certificate for execution by the clerk of each approving governing body stating that the body approved the map and accepted or rejected, on behalf of the public, any parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication.

NOW, THEREFORE, BE IT RESOLVED that this Board of Supervisors hereby orders that the map of the Townsite of Darwin be and the same is hereby approved; and that all highways, other public ways, places and easements shown upon said map therein offered for dedication on behalf of the public use are hereby accepted.

BE IT FURTHER RESOLVED that this map shall become the official map of the Townsite of Darwin and supersede all other survey maps of this Townsite.

Passed, approved and adopted this 24th day of APRIL, 1979.

Richard E. Enad
 Chairman, Board of Supervisors

I hereby certify that I am a licensed Land Surveyor of the State of California; that this Map consisting of Twelve Sheets, correctly represents a True and Complete Survey made by me, or under my supervision; that the character and the locations shown here on are in place; that said monuments are sufficient to enable the survey to readily be retraced and that I am satisfied that this map is technically correct.

Dated April 23, 1979 *Howard W. Young*
 Howard W. Young
 County Surveyor
 L.S. 2378

Return to:
 Public Works

EX-251 MAY 22

RECORDED AT REQUEST OF
 INYO CO. RECORDER
 MARGARET BROMLEY

CERTIFICATE OF CORRECTION

In accordance with the provisions of Government Code Section 66469 of the "Subdivision Map Act" the Final Map Townsite of Darwin filed in Map Book SD 3, Pages 59 through 79 is hereby amended in the following manner:

Section 23, Township 19 South Range 40 East M.D.B. & M. in the description shown on each sheet, shall read Section 24 Township 19 South Range 40 East M.D.B. & M.

Verne Summers
 Verne Summers, Judge
 By the consent of who this map was filed.

I hereby certify that this Certificate of Correction was prepared by me or under my direction and complies with the provisions of the Subdivision Map Act.

James Gooch
 James Gooch
 County Surveyor
 County of Inyo

BOOK SD 3 PAGE 59

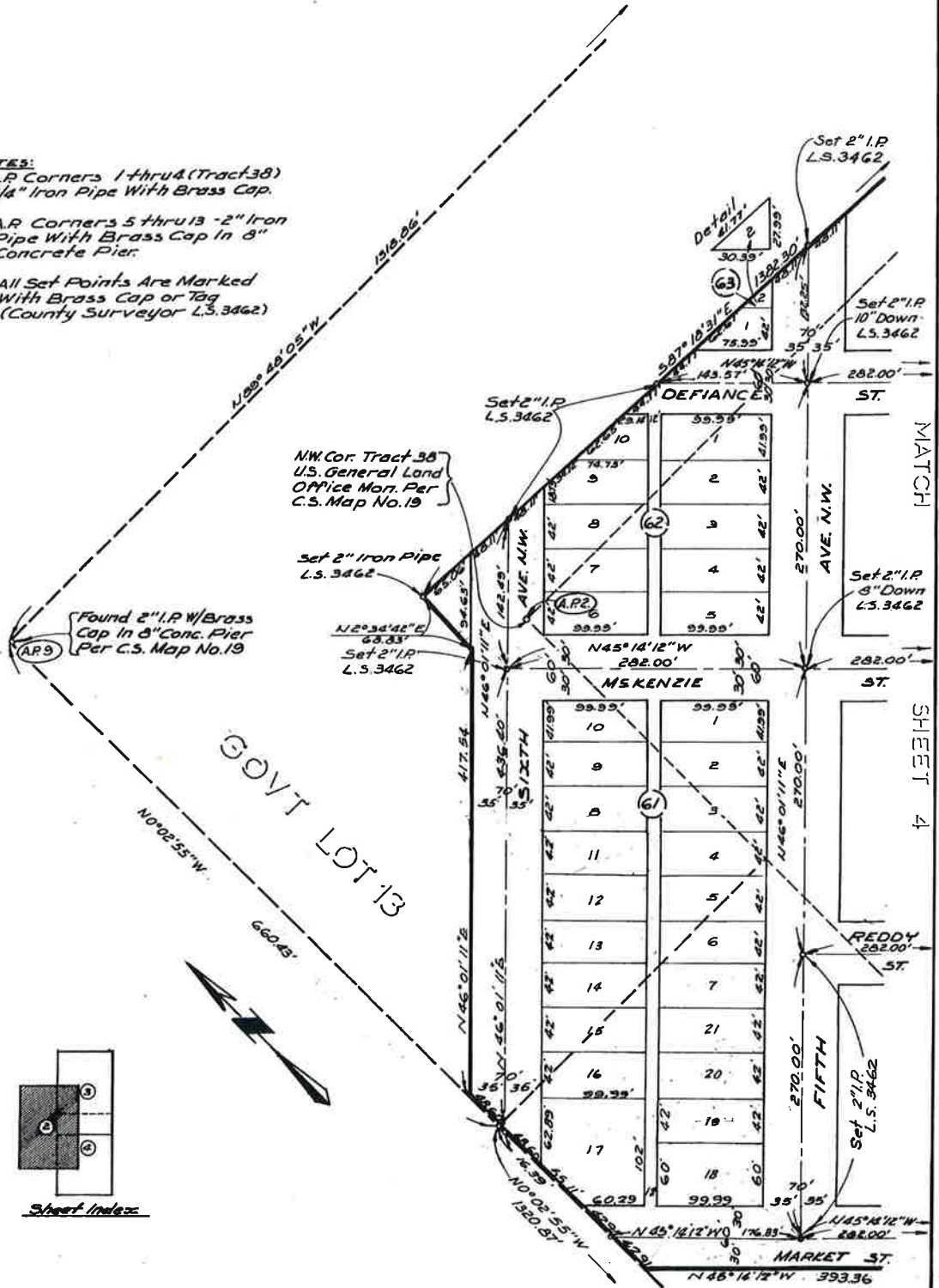
Scale 1"=60'

Sheet 2 of 12 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B. & M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.

NOTES:
 A.P. Corners 1 thru 4 (Tract 38)
 3/4" Iron Pipe With Brass Cap.
 A.P. Corners 5 thru 13 - 2" Iron Pipe With Brass Cap In 8" Concrete Pier.
 All Set Points Are Marked With Brass Cap or Tag (County Surveyor L.S. 3462)



BOOKS D 3 PAGE 60

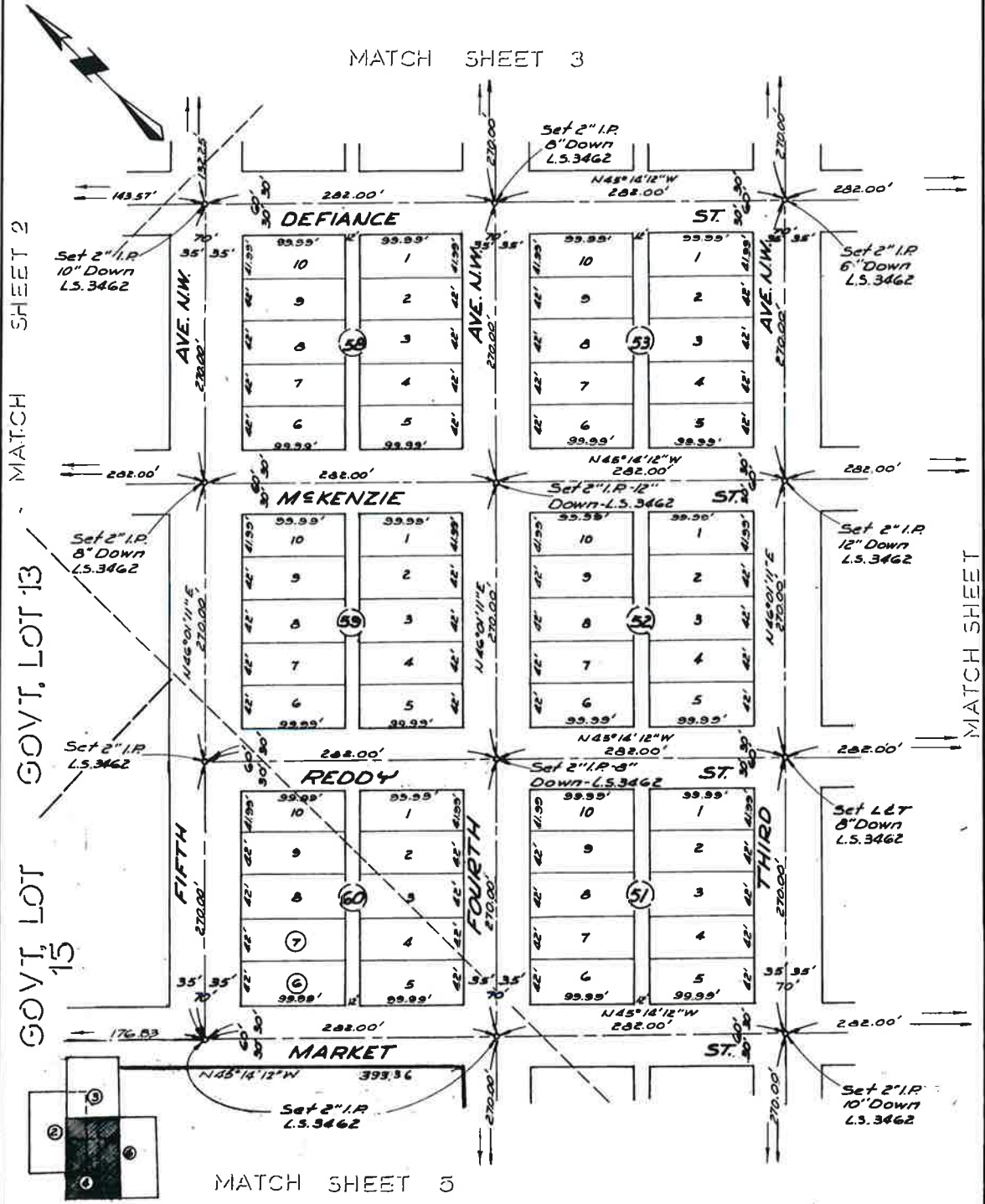
Scale 1" = 60'

Sheet 4 of 12 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.

MATCH SHEET 3



MATCH SHEET 2

GOVT. LOT 13

GOVT. LOT 15

MATCH SHEET

MATCH SHEET 5

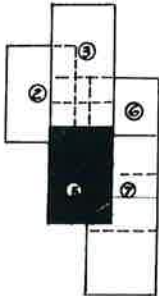
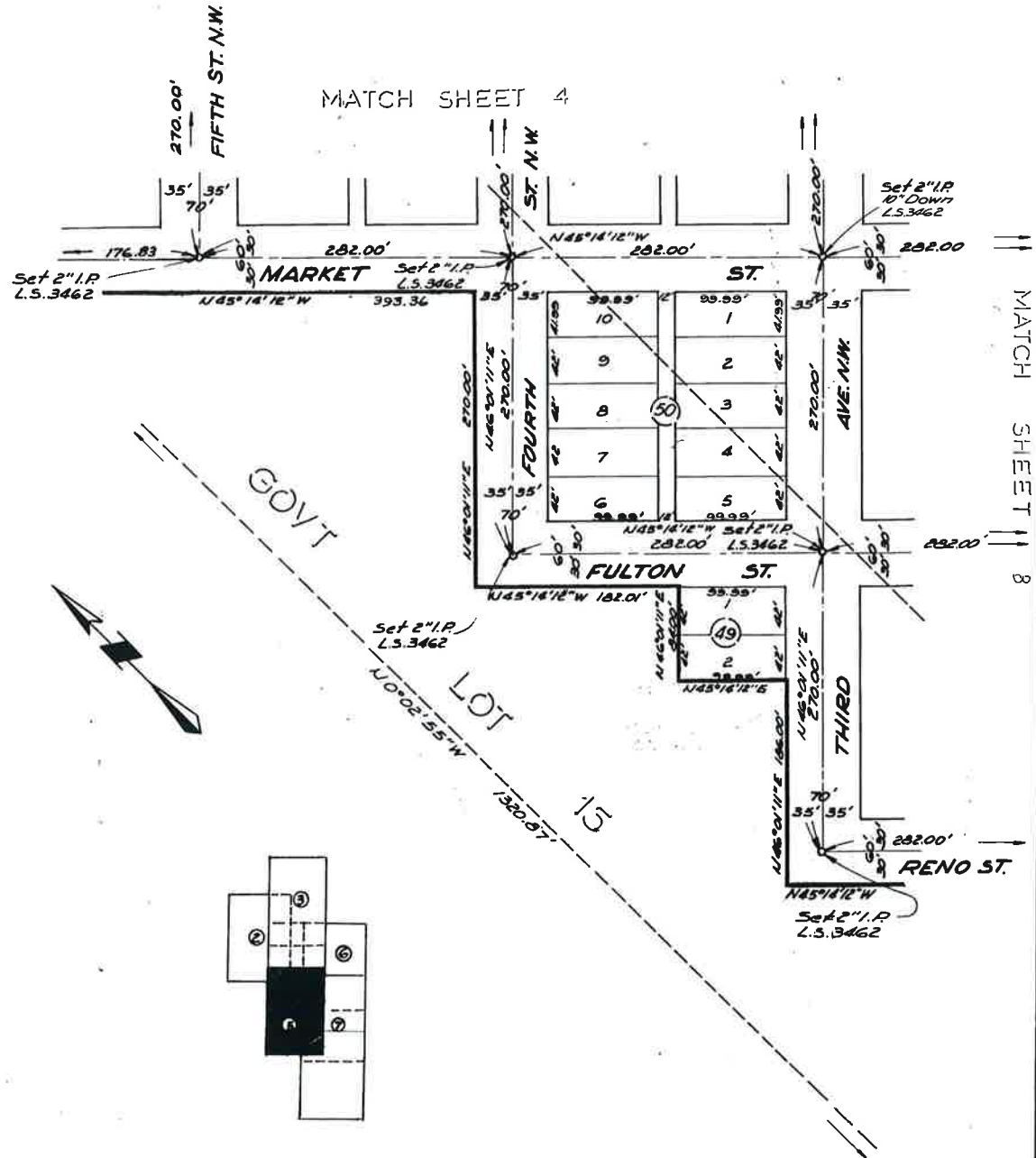
BOOKS D 3 PAGE 62

Scale 1" = 60'

Sheet 5 of 12 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



Scale 1" = 60'

Sheet 6 of 12 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.

GOVT. LOT 14

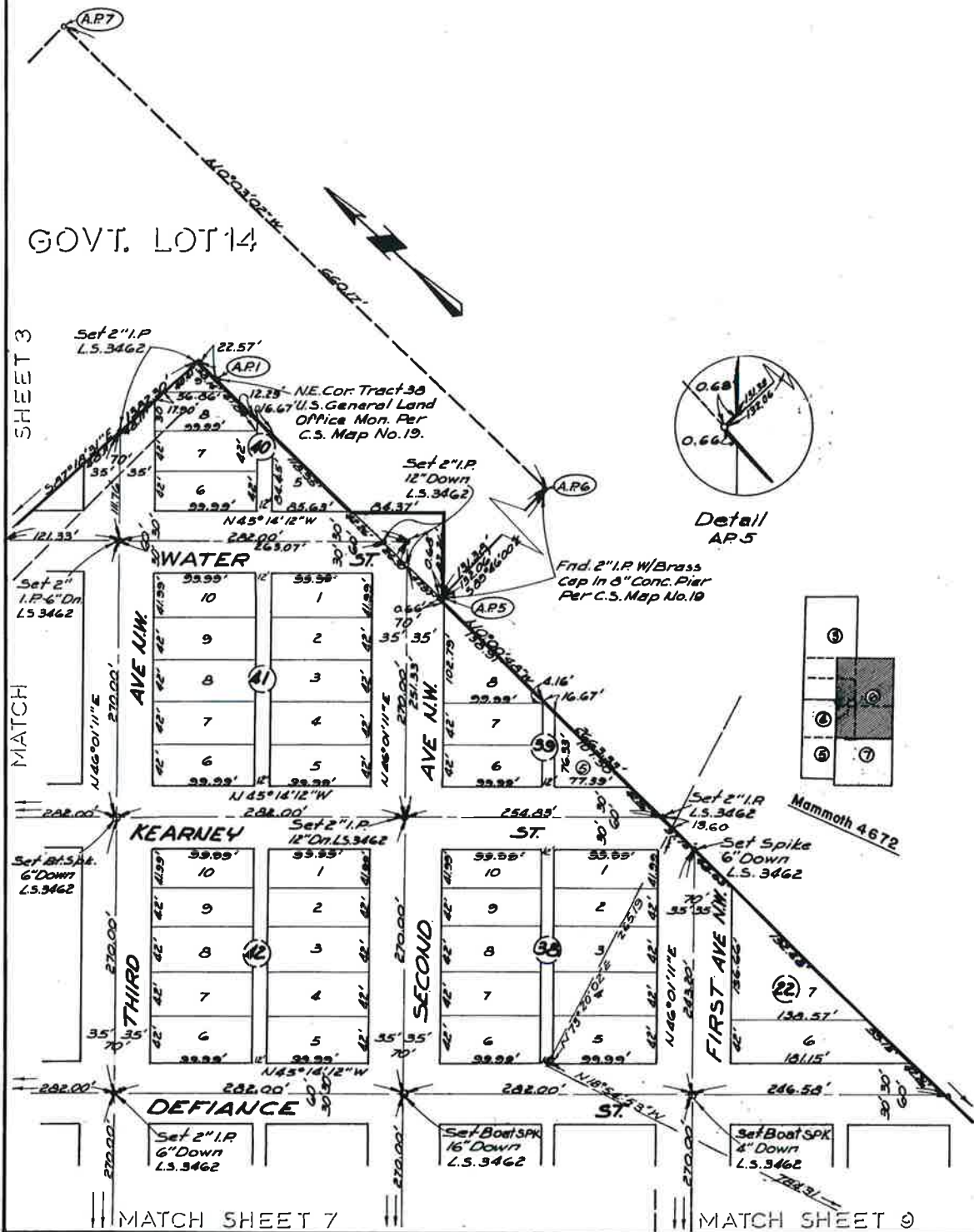
SHEET 3

MATCH

MATCH SHEET 7

Detail AP 5

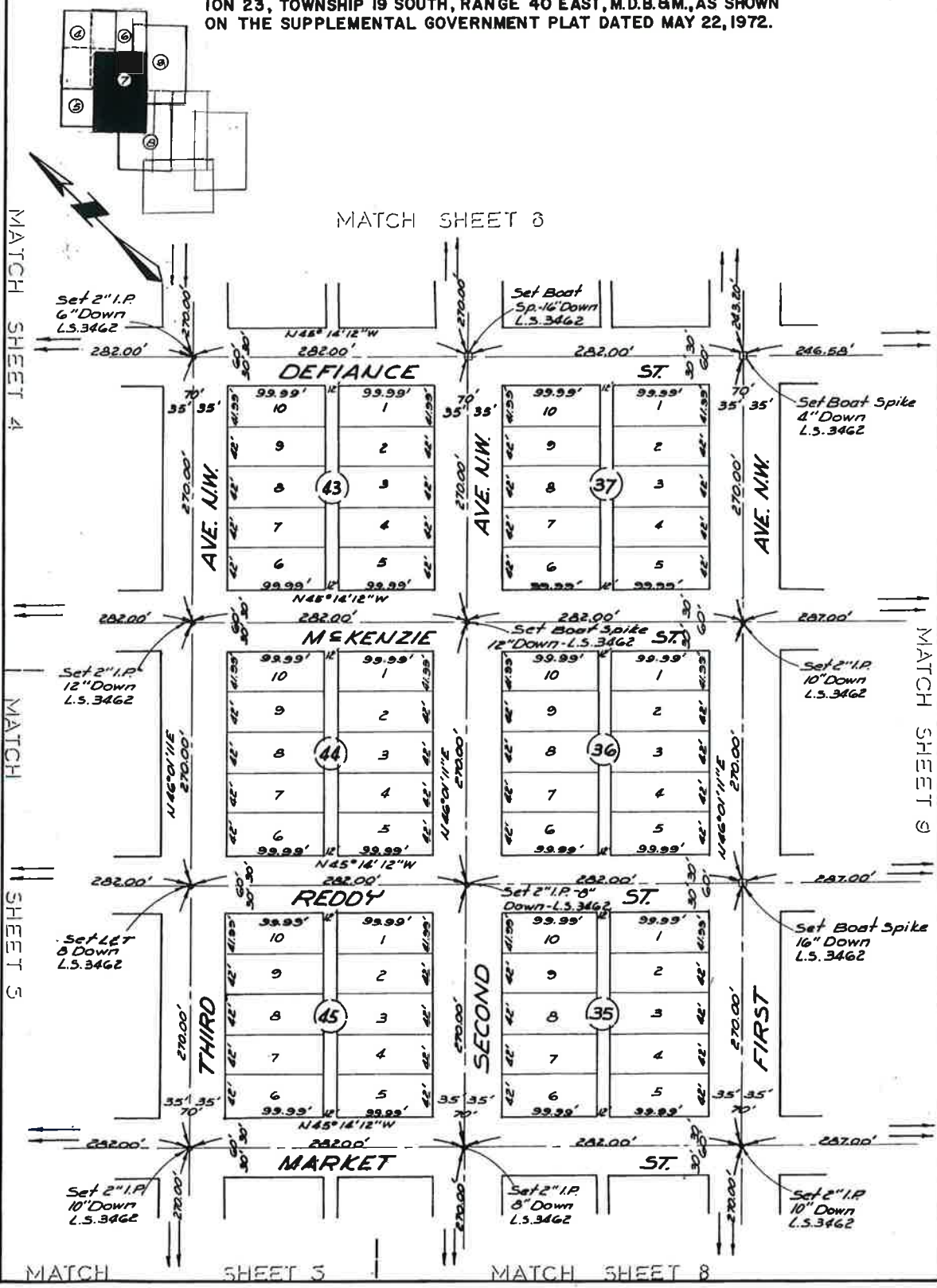
BOOKS D3 PAGE 64



Scale 1"=60' Sheet 7 of 12 sheets

TOWNSHIP OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO,
 STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF
 GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION
 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN
 ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



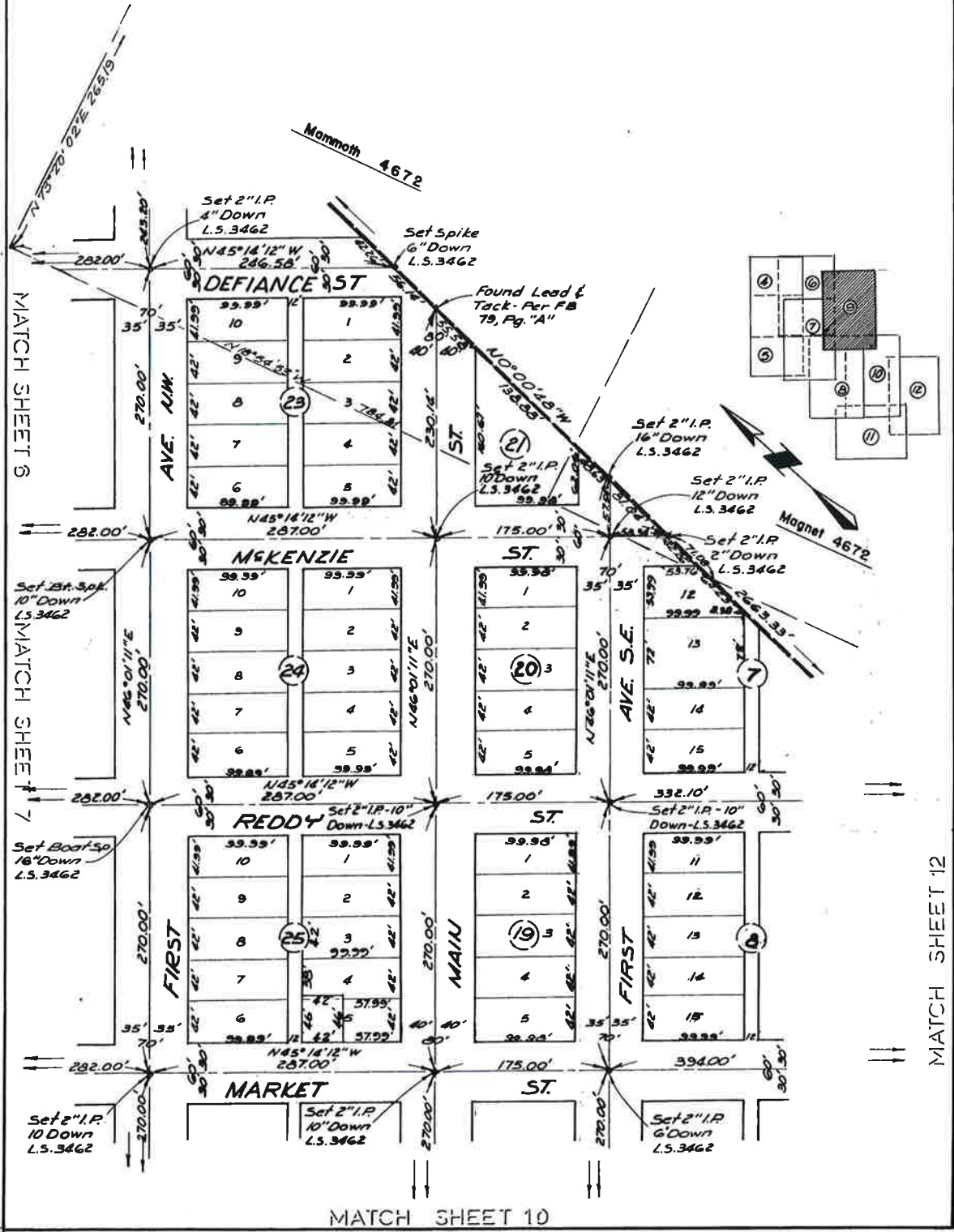
BOOKS D3 PAGE 65

Scale 1"=60'

Sheet 9 of 12 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



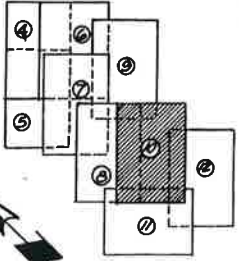
BOOK SD 3 PAGE 67

Scale 1"=60'

Sheet 10 of 12 Sheets

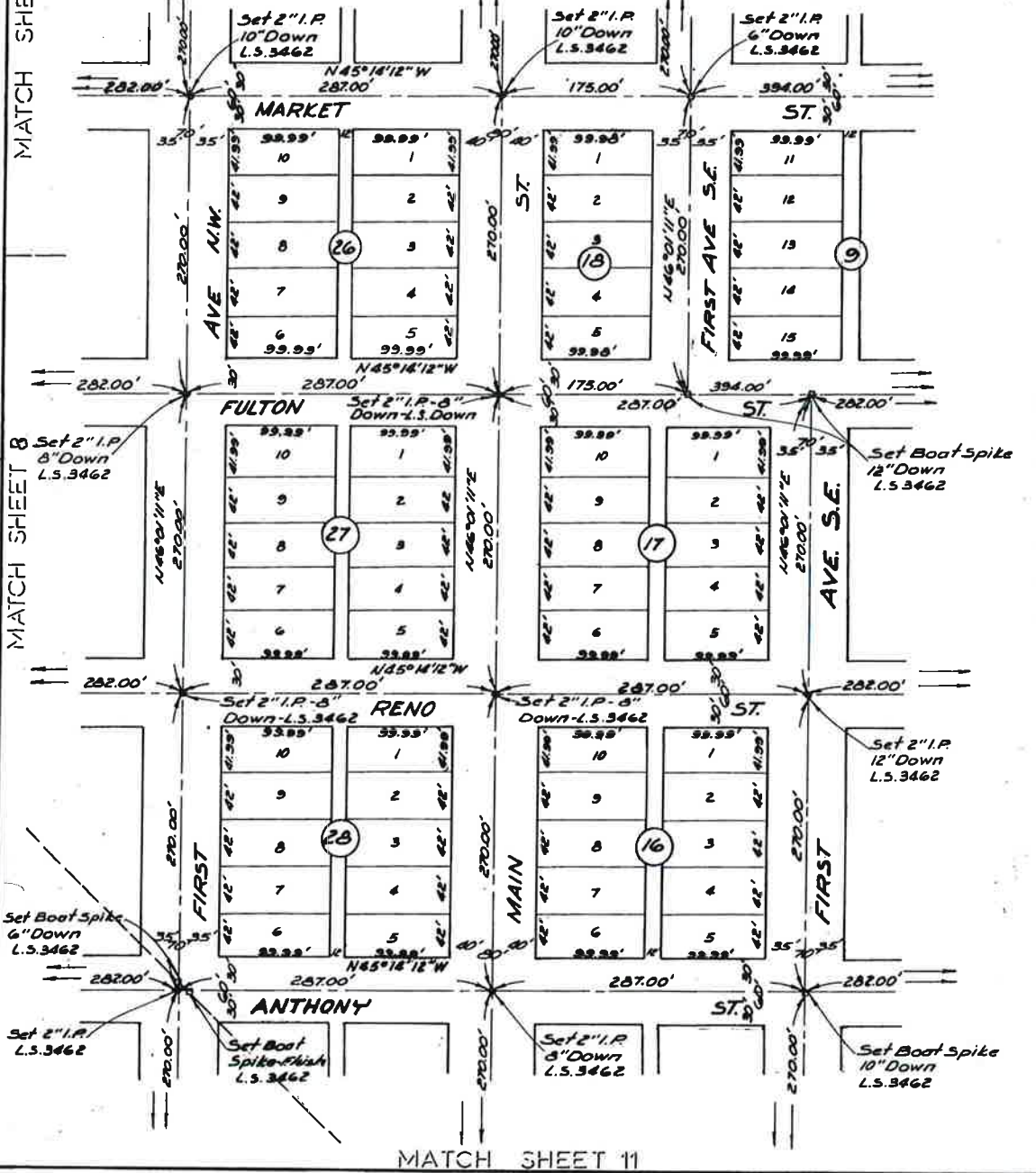
TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



MATCH SHEET 7

MATCH SHEET NO 9



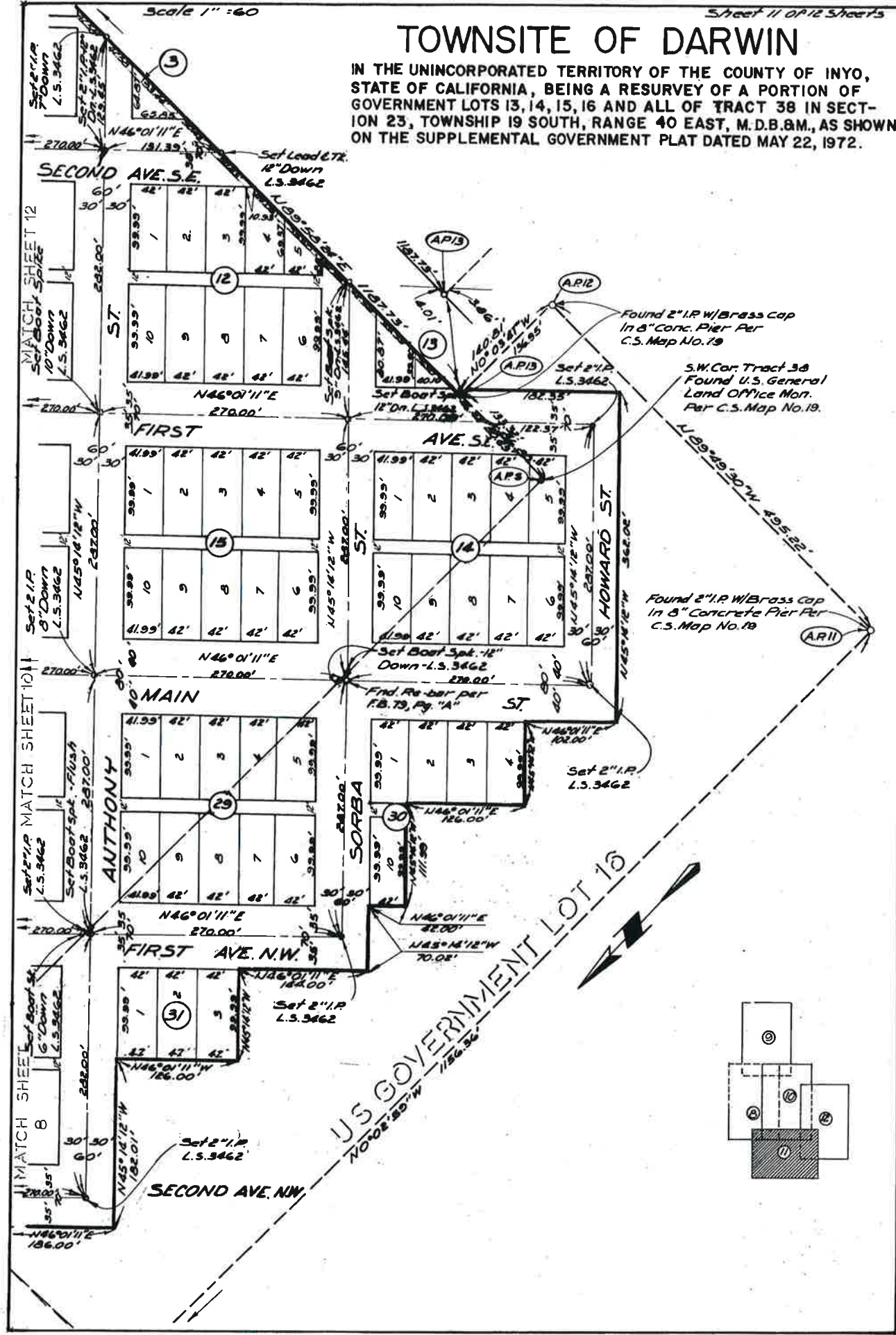
MATCH SHEET 8

MATCH SHEET 12

MATCH SHEET 11

TOWNSITE OF DARWIN

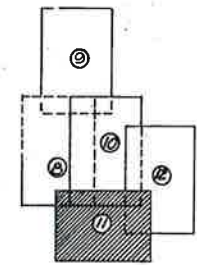
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



Found 2" I.P. w/ Brass Cap
In 8" Conc. Pier Per
C.S. Map No. 19

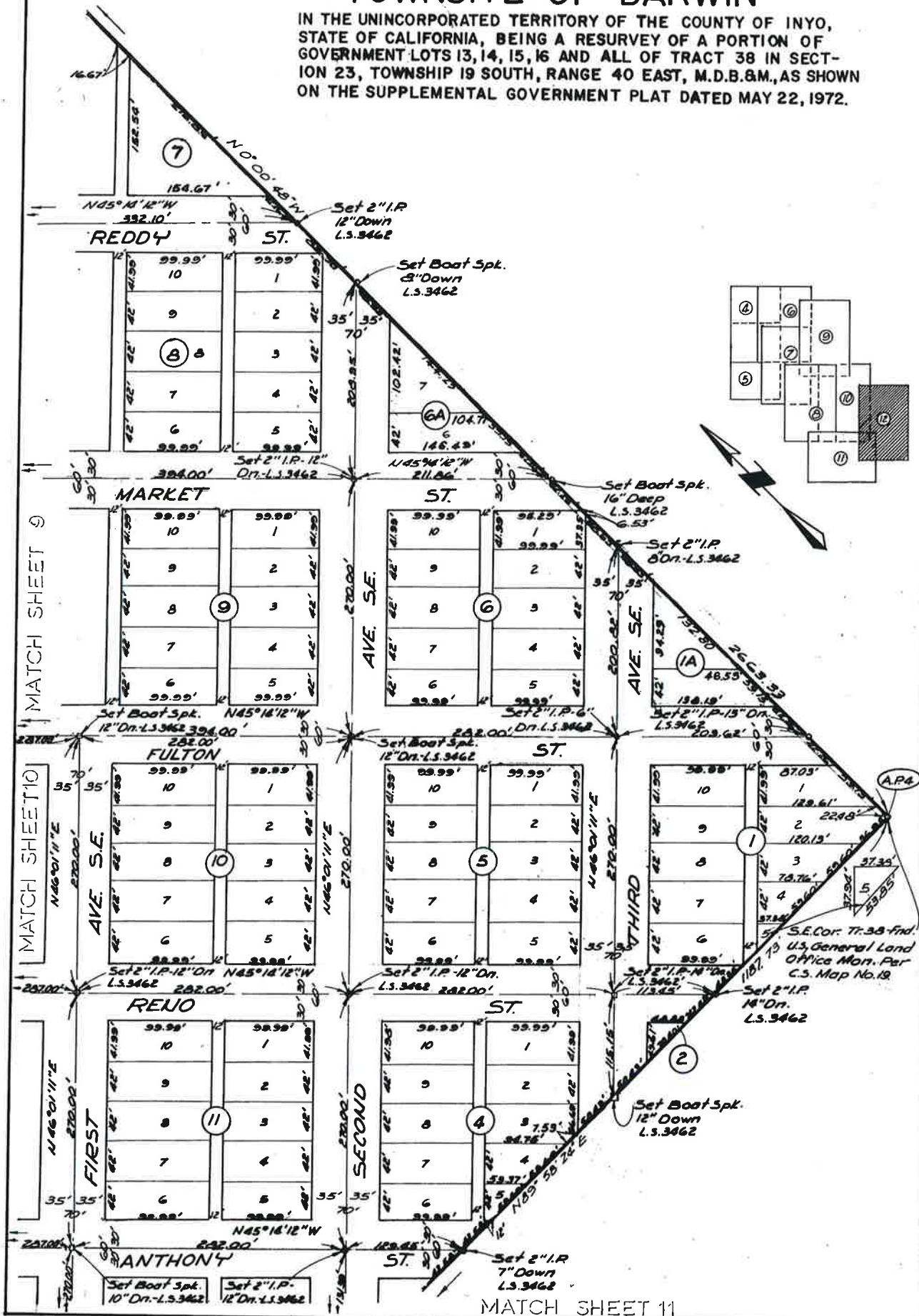
Found 2" I.P. w/ Brass Cap
In 8" Concrete Pier Per
C.S. Map No. 19

S.W. Cor. Tract 38
Found U.S. General
Land Office Mon.
Per C.S. Map No. 19.



TOWNSITE OF DARWIN

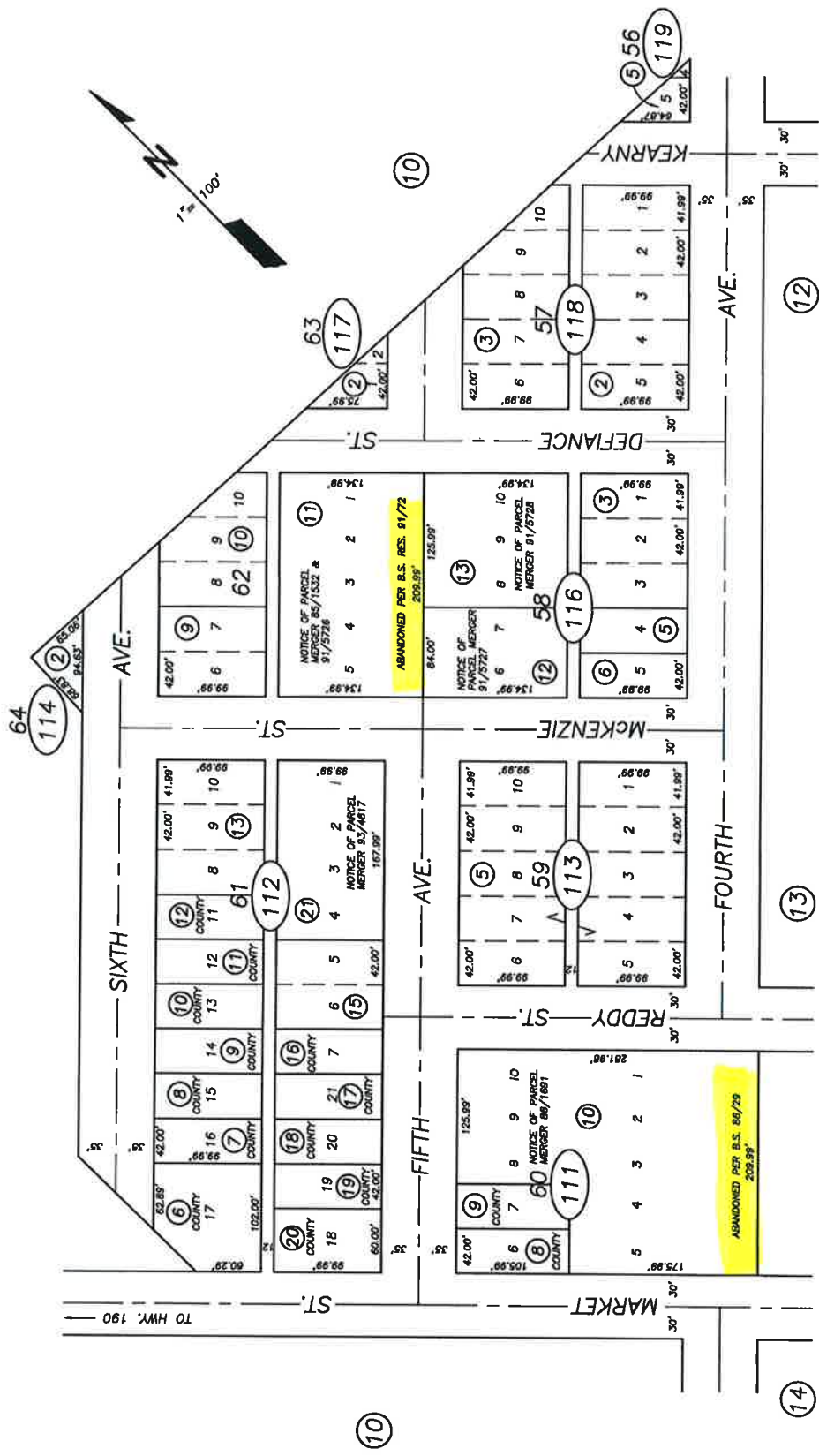
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



BOOKS D 3 PAGE 70

**POR. GOV. LOTS 13,15 & POR. TRACT 38 SEC. 24 T.19S., R.40E., M.D.B. & M.
DARWIN TOWNSITE**

TAX RATE AREA
59-003

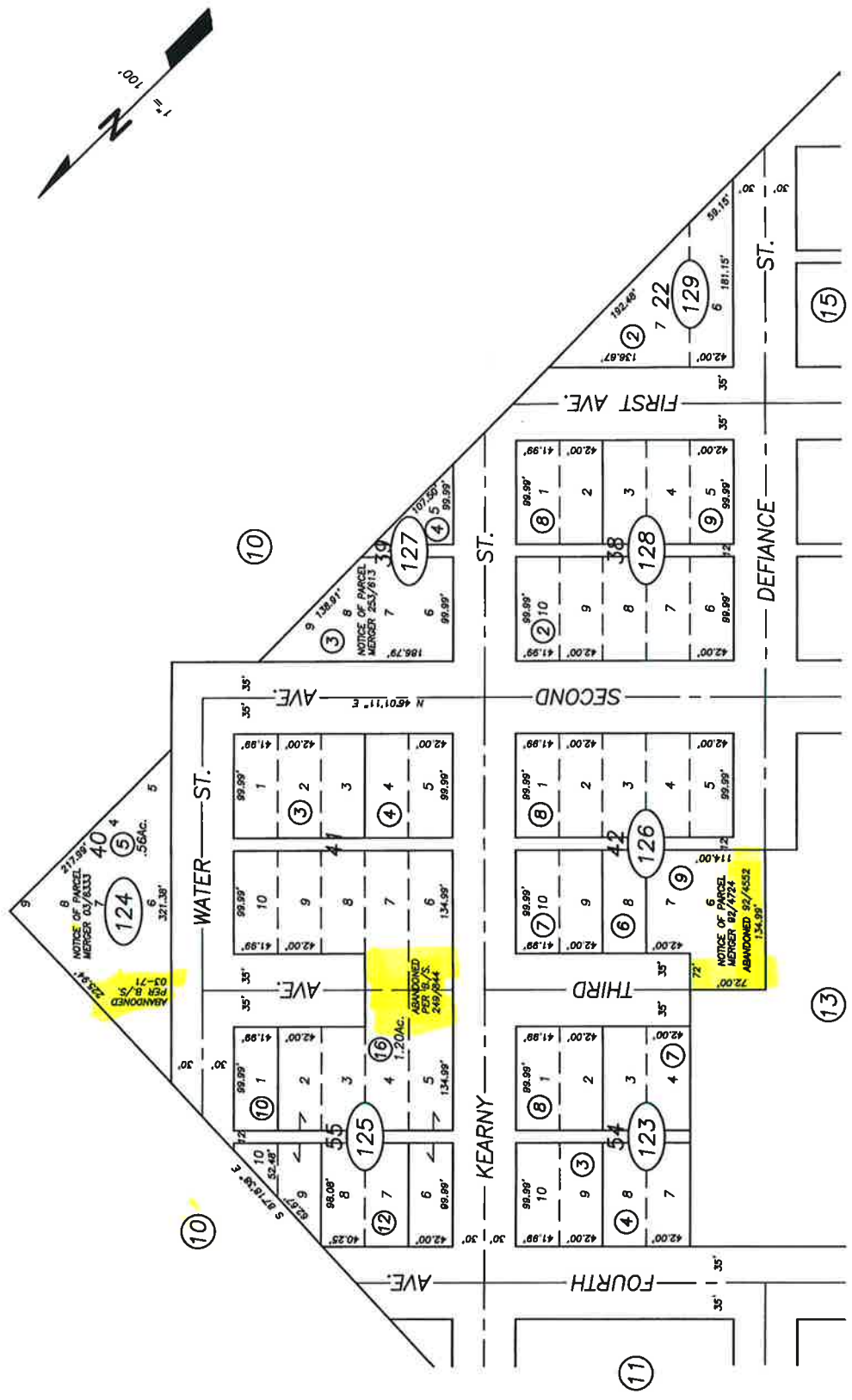


NOTE: 1. THIS DOCUMENT WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
 2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

Assessor's Map Bk. 35 Pg. 11
 County of Inyo, Calif.
 1950

06-28-07
 11-05-93

POR. GOV. LOTS 13,14 & POR. TRACT 38 SEC. 24 T.19S., R.40E., M.D.B. & M.
DARWIN TOWNSITE



NOTE: 1. THIS DOCUMENT WAS PREPARED FOR
 2. ASSISTANT REGISTRAR AND
 3. ACCURACY OF THE DATA SHOWN.
 4. ASSESSOR'S PARCELS MAY NOT COMPLY
 WITH LOT-SPUR OR BILLING SITE
 ORDINANCES.

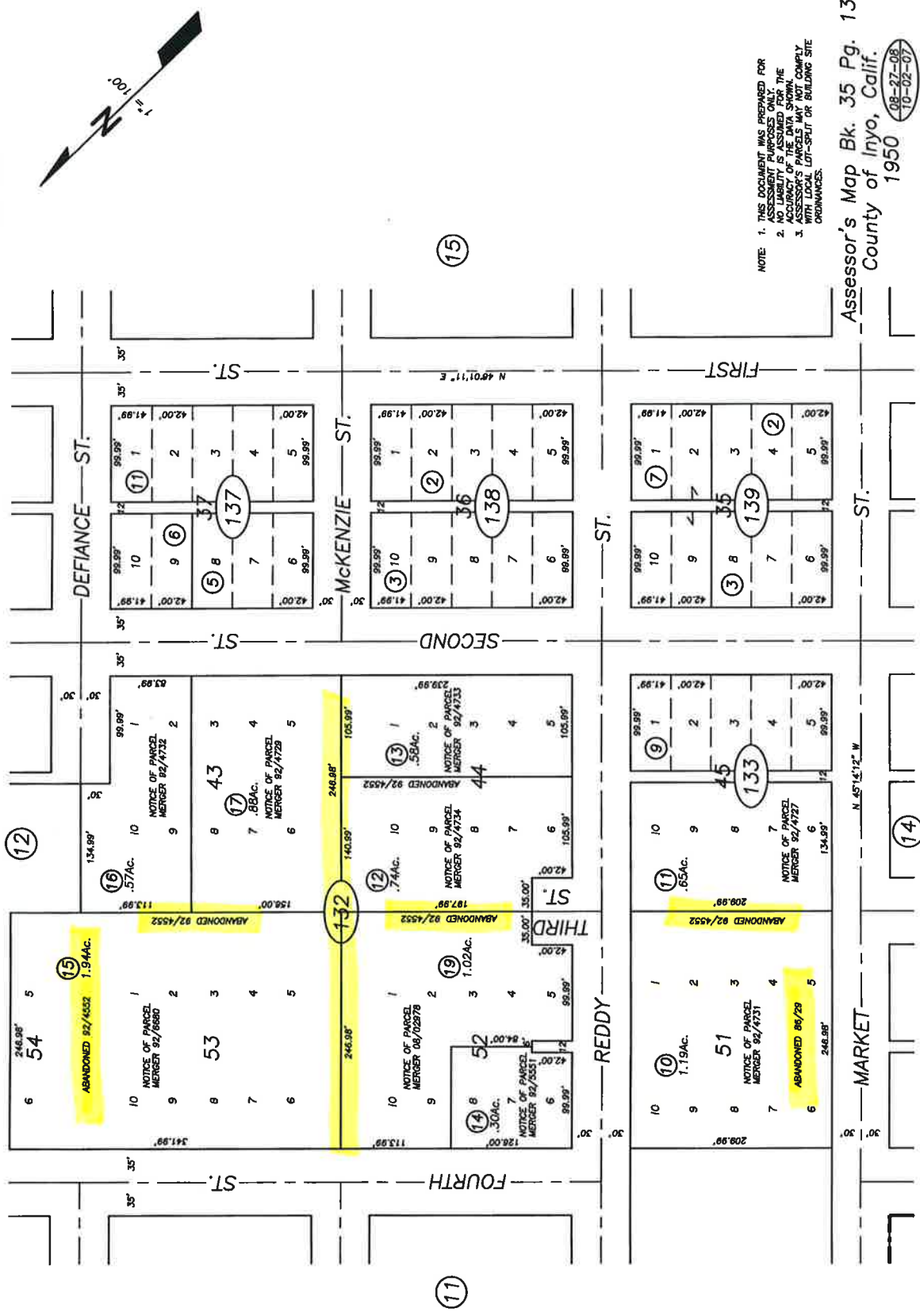
Assessor's Map Bk. 35 Pg. 12
 County of Inyo, Calif.
 1950

02-05-07
 12-18-83

POR. GOV. LOT 15 & POR. TRACT 38 SEC. 24 T.19S., R.40E., M.D.B. & M.

35-13

TAX RATE AREA
59-003



NOTE: 1. THIS DOCUMENT WAS PREPARED FOR THE COUNTY OF INYO AND IS NOT A GUARANTEE OF THE ACCURACY OF THE DATA SHOWN. 2. THE LIABILITY IS ASSIGNED TO THE ASSessor'S OFFICE. 3. ASSessor'S PARCELS MAY NOT COMPLY WITH THE LATEST ZONING ORDINANCES.

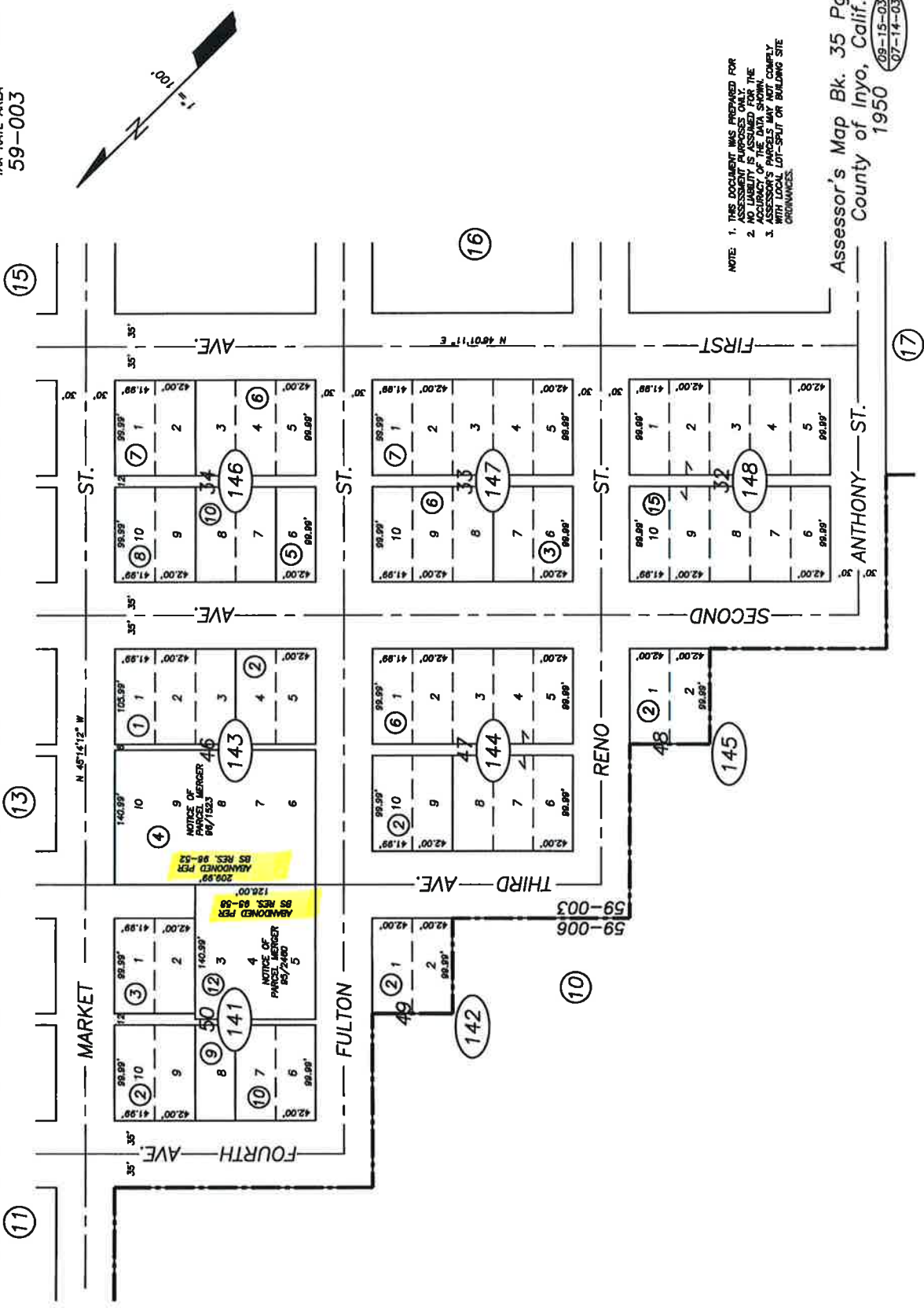
Assessor's Map Bk. 35 Pg. 13
County of Inyo, Calif.
1950

08-27-08
10-05-07

POR. GOV. LOTS 15,16 & POR. TRACT 38, SEC. 24 T.19S., R.40E., M.D.B. & M.

35-14

TAX RATE AREA
59-003



NOTE: 1. THIS DOCUMENT WAS PREPARED FOR THE ASSESSOR'S OFFICE FOR THE PURPOSES OF THE ASSESSMENT. NO LIABILITY IS ASSIGNED FOR THE ACCURACY OF THE DATA SHOWN HEREON. 2. THIS MAP IS NOT TO BE CONSIDERED AS A DEED OR WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

Assessor's Map Bk. 35 Pg. 14
County of Inyo, Calif.
1950 09-15-03
07-14-03

**POR. TRACT 38 SEC. 24 T.19S., R.40E., M.D.B. & M.
DARWIN TOWNSITE**

TAX RATE AREA
59-003



1"=100'



NOTE:
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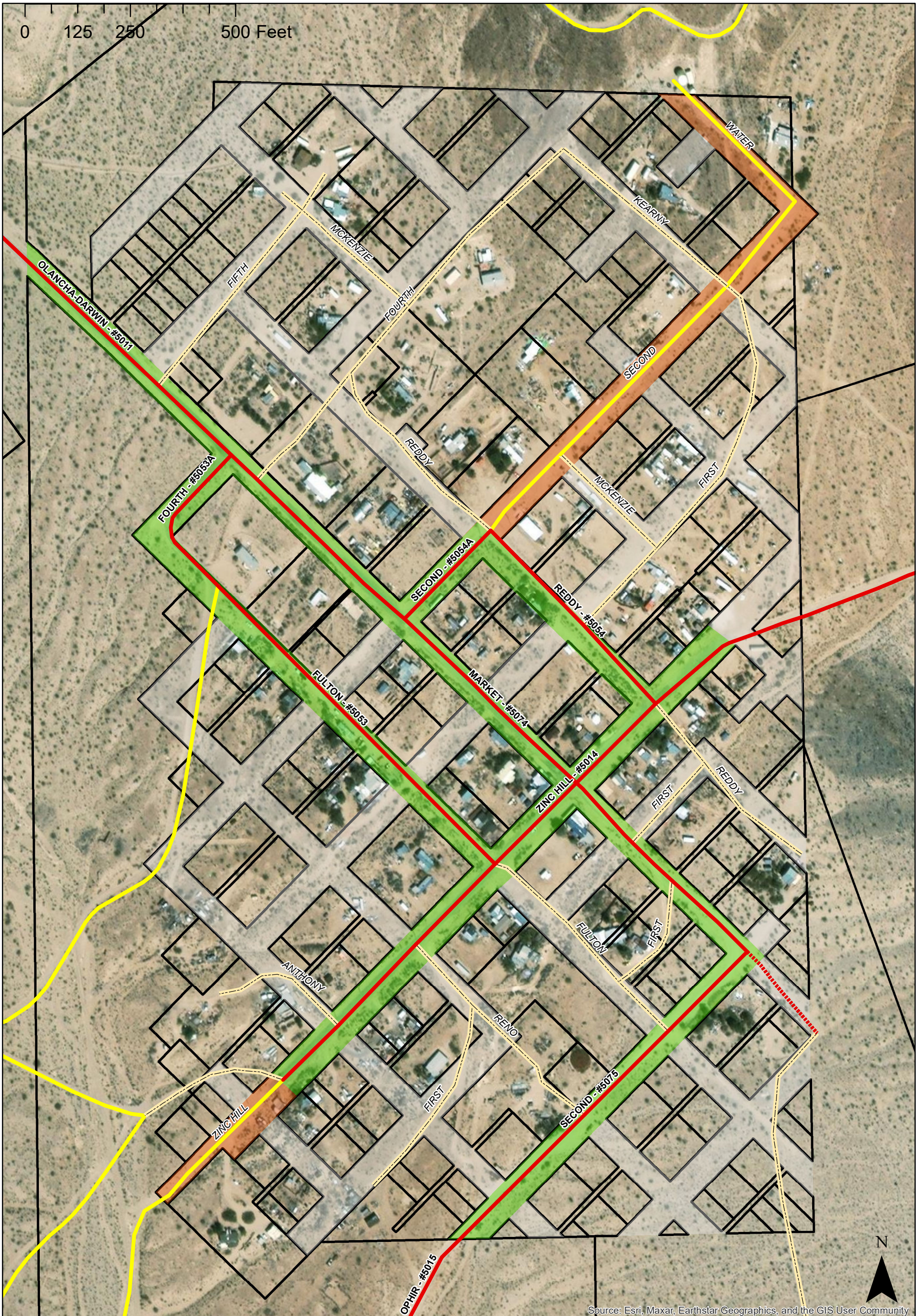
REFERENCED MAPS:
 S.D. Bk. 3 Pgs. 58-70

Assessor's Map Bk. 35 Pg. 15
 County of Inyo, Calif.
 1950

REVISED 5/8/2018

Townsite of Darwin - Right of Way (2022)

- Maintained Mileage
- Non-MM Road
- Parcels
- Road Present RoW
- - - - - MM - Abandon
- - - - - Paper Road
- MM RoW
- Paper RoW





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 18, 2023

Reference ID:
2023-3678

Public Works Update on Roads, Sewer Pond, and Future Projects

Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY

John Pinckney, Assistant Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director, John Pinckney, Assistant Public Works Director, Greg Waters, Senior Civil Engineer

RECOMMENDED ACTION:

Receive an informational update from Public Works on current and future projects taking place in the Tecopa/Shoshone area.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works has road projects, grant applications and other ongoing projects of potential interest to the community at the Death Valley / South County Board of Supervisors Meeting.

FISCAL IMPACT:

Funding Source	Multiple	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
No change to current fiscal year or budget.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

John Pinckney	Created/Initiated - 3/27/2023
Darcy Ellis	Approved - 3/28/2023
John Pinckney	Approved - 3/28/2023
John Vallejo	Approved - 3/28/2023
Amy Shepherd	Approved - 3/28/2023
Nate Greenberg	Final Approval - 4/12/2023