



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting November 4, 2014

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: 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) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov . If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov .

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. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on October 21, 2016.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on October 21, 2014.

3. PRESENTATIONS

A. Resolution Honoring Tom Hallenbeck

Departments: Board of Supervisors

5 minutes

(Jim Leddy) - Proposed resolution honoring Tom Hallenbeck for his years of service to the people of the Eastern Sierra. This item is being sponsored by Supervisor Alpers.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact.

B. Resolution Honoring Ted Schade for His Years of Service as Executive Director of the Great Basin Unified Air Pollution Control District

Departments: Board of Supervisors

5 minutes

Proposed resolution honoring Ted Schade for his years of service to the community. Resolution if adopted will be presented at November 7th Great Basin Board Meeting. Sponsored by Chairman Larry K. Johnston and Supervisor Byng Hunt.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: There is no Fiscal Impact.

C. Resolution of Appreciation for Nate Greenberg

Departments: CAO

5 minutes

(Jim Leddy) - Proposed resolution of Appreciation for Nate Greenberg for his support and assistance with the Digital 395 project.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Recruitment and Hiring of an Investigator I Position

Departments: District Attorney

To Authorize the District Attorney to begin recruitment and hiring efforts to fill an Investigator I position due to the vacancy left by the promotion of Frank Smith to the Chief Position.

Recommended Action: Approval of requested recruitment and hiring.

Fiscal Impact: For the remainder of the 2014-2015 FY the fiscal impact would be approximately \$ 149,136.00 which consists of \$ 59143.00 in salary and 89,993.00 in benefits, this amount has already been accounted for in the DA Dept. FY 2014-2015. The fiscal impact for the entire year of 2015-2016 would be \$ 228,691.21 which consists of \$100,128.00 in salary and \$128,563.21 in benefits. Please see attached staff report.

B. Reappointment of Resource Conservation District Board Members

Departments: Board of Supervisors

The Mono County Resource Conservation District's Board has endorsed the reappointment of three existing members to its Board. These are four year terms and will expire November 4, 2018. The Board has requested that the Mono County Board of Supervisors approve these appointments. This item is being sponsored by Supervisor Fesko.

Recommended Action: Appoint Ilene Mandelbaum, Marcus Bunn and Dwain Chichester to the Mono County Resource Conservation District. These are four year terms and will expire on November 4, 2018.

Fiscal Impact: There is no fiscal impact.

C. Approve Recruitment of FTS III or IV in Finance Department

Departments: Finance

Request authorization to fill one full-time Fiscal & Technical Services III or IV position in the Finance Department.

Recommended Action: Authorize the Finance Director to recruit and fill an FTS III or IV position to be shared between the Auditor/Controller and Treasurer/Tax Collector's departments.

Fiscal Impact: The impact to the general fund will total \$47,185 for this fiscal year (\$27,370 salary and \$18,005 benefits). The fiscal impact for a full year is \$80,888 (\$46,920 salary and \$30,968 benefits). There is sufficient appropriation in the 2014/15 budget.

D. Request to Cancel the November 18, 2014 Board of Supervisors Meeting

Departments: CAO

Request from the County Administrator asking the Board of Supervisors to approve cancelling the November 18, 2014 Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

Recommended Action: Approve cancelling the November 18th Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

Fiscal Impact: There is no financial impact from cancelling a meeting and Board participation in CSAC has been budgeted in the adopted 2014-2015 Budget.

E. Trindel Board Appointment

Departments: County Administrative Office

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective November 4, 2014., as required by the JPA's already in place.

Recommended Action: Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective November 4, 2014; the County Administrative Officer, Board Member and the Risk Manager, Alternate Board Member.

Fiscal Impact: None.

F. Kings View Contract for Telepsychiatric Services

Departments: Behavioral Health

(Robin Roberts) - Proposed contract with Kings View Corporation for the purpose of providing teleconferencing modality (Tele-Psychiatry).

Recommended Action: 1. Approve County entry into proposed contract and authorize Robin Roberts to execute said contract on behalf of the County. 2. Authorize Robin Roberts, in consultation with County Counsel, to approve and execute minor amendments to the contract from time to time as may be necessary to adjust the number of service hours, provided the total budgeted amount is not exceeded. 3. Amend MCBH 2014/15 budget as follows: Increase Operating Transfers In from the Mental Health Services Act fund by \$14,000, increase Contract Services by \$70,000 and decrease Salaries and Benefits by \$34,000 (4/5ths vote required). 4. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the Mono County General Fund. There is a savings of \$54,000 from Dr. Scheidlinger's salary that will be moved to contract services and the additional \$16,000 will come from the Mental Health Services Act fund.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Department of California Highway Patrol

Departments: Clerk of the Board

Information from the CHP dated October 13, 2015 regarding incident at U.S. Highway 395, north of State Route 270 that occurred on October 10, 2014. The information includes a Hazardous Materials Incident Report.

9. REGULAR AGENDA - MORNING

A. Quarterly Investment Report & Monthly Transaction Report

Departments: Finance

5 minutes (2 minute presentation; 3 minute discussion)

(Leslie Chapman) - Treasury Status Report for the quarter ended September 30, 2014 and Monthly Transaction Report for the month ended September 30, 2014.

Recommended Action: Recieve and review treasury reports, provide feedback and direct questions to the County Finance Director.

Fiscal Impact: None.

B. Device Registration Fees

Departments: Agricultural Commissioner

30 minutes (15 minute presentation; 15 minute discussion)

(Nathan D. Reade, Agricultural Commissioner) - In regards to weights and measures inspections, and pursuant to California Business and Professions Code 12240, this workshop is to explain the authority to charge device registration fees, current rates of cost reimbursement, and seek to gather input from the Board.

Recommended Action: This workshop is informational only and to receive direction from the Board.

Fiscal Impact: None at this time.

C. CSAC Appointments for 2014-2015

Departments: Clerk of the Board

10 minutes (discussion by Board)

Selection from the Board of Supervisors of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directions for 2015.

Recommended Action: Elect a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2015 Association year beginning November 18, 2014; also elect an alternate member.

Fiscal Impact: Cost to attend the annual conference; approximately \$2500. This is included in the Board Approved Board of Supervisors 2014-2015 budget.

D. Crowley Lake Ball Park Water Agreement

Departments: Public Works/Facilities

15 minutes (5 minute presentation; 10 minute discussion)

(Joe Blanchard) - Proposed contract with Mountain Meadows Mutual Water Company pertaining to provision of potable water to the Crowley Lake Ball Field.

Recommended Action: Approve County entry into proposed contract and authorize Jim Leddy to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: CSA#1 funds will be used to pay a one-time hook-up fee of \$5000.00 as well as an annual water fee of \$780.00 to Mountain Meadows Mutual Water Company. The fee waiver will also impact the Environmental Health budget by \$729.00 annually. This is included in the 2014/15 CIP budget.

E. Authorization to Re-Bid for the Mountain Gate Phase 2 Fishing Access Project

Departments: Public Works

15 minutes (5 minute presentation; 10 minute discussion)

(Vianey White) - This project consists of constructing a pedestrian path, ADA parking and access, installation of picnic tables, timber fishing platform, amphitheater, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

Recommended Action: Approve bid package, including the project manual, project plans, and Addendum to Negative Declaration for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact: The remaining \$385,000 grant funds will be used for the construction

phase. There will be no impact to the General Fund.

F. Bridgeport Thermal Biomass Project

Departments: Solid Waste, Parks and Facilities

45 minutes (15 minute presentation; 30 minute discussion)

(Wendy Sugimura) - Presentation regarding a potential project to remove and replace the current, outdated, and inefficient propane boiler at the Bridgeport County Road Shop and Parks/Facilities building with a new 2.5 MMBtu/hour or less thermal biomass boiler system.

Recommended Action: 1. Direct staff to proceed with the Sierra Nevada Conservancy grant application and project (if funded). 2. Redirect the \$100,000 approved as a policy item for recycling infrastructure and programs in the 2014/15 Solid Waste budget to be utilized to provide the needed capacity to operate this project after construction, which may include the hiring of part time or seasonal staff and acquisition of transfer equipment to support biomass utilization and County waste diversion efforts. 3. Provide any other feedback and direction.

Fiscal Impact: None to the General Fund. Sierra Nevada Conservancy grant funds of \$220,000 will cover direct hard and soft project costs. Annual savings from reduced propane costs will absorb increased staff costs for long-term operation and maintenance; and the approved budget from the Solid Waste Enterprise Fund can cover other operational capacity needs. Budget changes to accomodate this project will be proposed during the mid-year budget review.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Performance Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

C. Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill Site. Agency negotiators: Tony Dublino/Jim Leddy and Stacey Simon. Negotiating parties: LADWP. Under negotiation: Price and terms.

12. REGULAR AGENDA AFTERNOON- NONE

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve minutes of the Regular Meeting held on October 21, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[10-21-14 draft mins](#)

History

Time	Who	Approval
10/29/2014 4:31 PM	County Administrative Office	Yes
10/29/2014 5:02 PM	County Counsel	Yes
10/29/2014 5:18 PM	Finance	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

**Regular Meeting
October 21, 2014**

Flash Drive	On Portable Recorder
Minute Orders	M14-201 to M14-205
Resolutions	R14-63- to R14-66
Ordinance	Ord14-05 NOT USED

10:00 AM Meeting Called to Order by Chairman Johnston.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None.*

Closed Session/Lunch: 12:09 p.m.

Reconvene: 1:00 p.m.

Adjourn: 4:35 p.m.

Pledge of Allegiance led by Chairman Johnston.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Captain Tim Noyes:

- New Commander for the Bishop CHP area; offered continued assistance.

Commander Ron Cohan (CHP):

- Welcomed Captain Noyes; believes Bishop is very fortunate to have him.
- Here to wrap up a few things before he's gone from the area.
- Hazardous Materials Spill on July 26, 2014: organic peroxide spill; resulted in complete closure and partial evacuations; ultimately cleaned up. CHP referred investigation to

Note

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- D.A.'s office for recovery of monies:
 - D.A. Kendall: explained the involvement of his office in this case; initial impression is that they will proceed with civil penalties.
- Ron doesn't feel taxpayers/residents of Mono County should have to pay to have these incidents cleaned up.
- Second incident on Friday, October 10, 2014: the truck wasn't carrying hazardous materials in the truck, but due to all the truck fuel being in the creek, it became a hazardous materials incident. Required a lot of road traffic control and intermittent road closure. Report will be sent to the D.A.'s office as well.
- Two recent motorcycle collisions resulting in two fatalities, one being referred to the D.A.'s office for Prosecution.
- Introduced Terry J. Erlwein, DOT District 9 Traffic Operations Engineer; he feels that the highway by Virginia Creek Settlement is not made for big rigs; interested to know if the Board would like a future agenda item to discuss this.
 - Marshall mentioned that this time period is only for public comment, but this might be more appropriate for an agenda item.
 - Terry: she handed out information (to be posted on the web).
 - Board consensus that this will be an agenda item.
- Thanked Board for the opportunity to serve the county; he's been so involved and present with the community and other agencies.
- DA Kendall recognized Ron Cohan for all his work.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Regular Meeting held on October 7, 2014, as corrected.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-201

Supervisor Stump:

- On p. 4 of draft minutes, first bullet point of board report: should be Keeler Dunes, not Heeler Dunes.
- On p. 4 of draft minutes, fifth bullet point of board report: should say, "Public Works will coordinate with the Town of Mammoth Lakes to stripe Lower Rock Creek Road".

Supervisor Hunt:

- On p. 3 of draft minutes, last bullet point of board report: should say, "Ted Schade retiring at the end of the year".

Supervisor Johnston:

- On p. 11 of draft minutes, under item #9c, his comment should say, seconded Supervisor Fesko's comments...not Supervisor Johnston's comments.
- On p. 13 of draft minutes, item #9e, his comment should read, "read some blogs in the Sierra Wave – there were a lot of *ignorant* derogatory statements about public employees".

B. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Regular Meeting held on October 14, 2014, as corrected.

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-202

Supervisor Stump:

- On p. 4 of draft minutes, under item #8a (D&S Waste Correspondence), his comment should say that “Kevin Brown” answered questions, not Tony Dublino.
- On p. 6 of draft minutes, under item #9b, last bullet point under his comments should read, “Asked about retaining the woman used by Inyo County if it were to become necessary”.

Supervisor Johnston:

- On p. 7 of draft minutes, under item #9c, his comment should read, “...didn’t get off to a great start with the *former* board.....”

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- This coming Thursday night, there will be a June Lake Fire Support Appreciation dinner at June Lake Women’s Club for all agencies that helped contain fire. These folks saved the town. Entire Board is invited.
- Mentioned that Supervisor Hunt was recognized for his service in YARTS.

Supervisor Fesko:

- Took personal time off and went to see daughter and grandchildren.

Supervisor Hunt:

- First Five last Thursday – augmentation for small counties went up dramatically this year; state able to give more money (\$200,000 to \$350,000); expanded Behavioral Health Pea Pod contract; commission moving toward paperless meetings.
- Yesterday attend YARTS Board Meeting with Supervisor Alpers; special presentation for 1 millionth rider; approved contract with Fresno Council of Governments to start moving towards processing services from Fresno County. Staffing discussion (Dick Wittington getting ready to retire); they authorized of hiring a staff analyst I to come in and train. Allowed Tuolumne County to become non-voting members of the board.

Supervisor Johnston:

- Attended ARC meeting.
- Met with Lisa Isaacs on Wood Stove Replacement Program funded through Great Basin.
- Did work with forthcoming Halloween event; 400 kids coming through the Trails area.
- State has allocated \$100 million to help with past debts – our county will get \$34,000 this year.

Supervisor Stump:

- Attended South County employee’s roundtable; thought it was a well attended event; pleased with the frankness of discussion.
- Met with Congressman Cook’s aide who was in town last week; discussed localized zip code issues; she asked about relations with Forest Service, he expressed frustration with the time we’ve been allowed to respond; touched on Digital 395 issues. If Congressman Cook is re-elected, he’s looking to open an office here.
- Thanks: Jeff Walters and Brett McCurry; Detective John Rutkowski and Deputy John Estridge who tracked down property owner of illegal dumping. Shout out to Animal Control: dog left in Glass Creek campground; rescued dog; already an offer to adopt the dog.
- Yesterday: shout out to Kathy Young and Social Services: cots in June Lake shelter broke; they’ve already replaced 20 defective cots with much more durable style. For the future, she’s looking for additional trailer.

Note

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5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Jim Leddy:

- Thanked Hillary Bayliss, Nancy Mahannah and Lynda Salcido for hosting flu clinics.
- South county employee roundtable; well attended, discussed online survey.
- We were supposed to have a resolution for Hallenbeck today but will be on the 11/4/14 agenda.
- Thanked Stacie Klemm for working with Stump on certificates.
- He's working with Congressman Cook, helping to find him office space.
- Red Cross – training for North County?
- Coming up on time to do Holiday lunches – proposed he survey the staff to see about doing in Lee Vining with ALL staff in one place.
- Sons celebrated 13th birthday today; bringing up two friends for Halloween. They will be coming to the Trails for trick or treating.

6. DEPARTMENT/COMMISSION REPORTS

District Attorney Kendall:

- Asked that the board entertain, down the road, an agenda item regarding a recovery fee schedule to responses of county departments to incidents as described earlier (hazmat spills, etc.)
- Believes this is revenue source the county should be looking at; a lot of other agencies seek to recover these types of fees. It's something we should do.
- He'd like to work with Marshall if Board feels it's a good idea and it can be brought back at a later date, maybe at Mid Year?

County Clerk Bob Musil:

- Brought up early appointment of Barry Beck as Assessor; encouraged the Board to make that appointment today.

7. CONSENT AGENDA

A. Out-of-State Travel

Departments: Finance

Out-of-State travel to attend the TriTech User Conference (ambulance billing software).

Action: Approve and authorize out-of-state travel for Penny Galvin to travel to Rio Rico, Arizona to attend the TriTech User Conference (ambulance billing software) and satisfying eleven (11) hours of mandatory continuing education units.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-203

Supervisor Fesko:

- Thanked Penny for stepping up; she's done a great job.

B. Health Insurance Portability and Accountability Act (HIPAA) Resolution

Note

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Departments: Risk Management, County Counsel

Proposed Resolution Updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.

Action: Adopt proposed resolution #R14-63, updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

R14-63

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife Regarding Conway Ranch

Departments: Clerk of the Board

Letter dated October 14, 2014 regarding comments on the Conway Ranch Conservation Easement and Management Plan from The Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife. Also available for viewing in the clerk's office are several supporting documents cited in the comment letter.

B. FIM Corporation Comments Regarding Conway Ranch Conservation Easement

Departments: Clerk of the Board

Email correspondence from Fred Fulstone of F.I.M. Corporation, providing comments about documents supporting Conway Ranch Conservation Easement.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Enhanced Court Revenue Collection Presentation

Departments: Finance

(Hector Gonzalez, Mono County Superior Court CEO) - Presentation by Hector Gonzalez, Mono County Superior Court CEO regarding the status of Mono County Enhanced Collection Program.

Action: None.

Roberta Reed:

- Introduced item.

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Hector Gonzalez:

- Mentioned Hispanic Advisory Meeting on November 21st at 4:30 p.m. in Emeril Room at the Village.

POWER POINT - Update on Mono Court's Comprehensive Collections Program:

- What did the Court and County agree to do last year?
- Refresher: What is a Comprehensive Collections Program?
- What does a Court do in a Comprehensive Collections Program to justify recovering court costs?
- Guidelines and standards for cost recovery.
- Impact.
- What Comprehensive collections Practices was the Court able to implement?
- Best practices compliance.
- What is current status of the comprehensive collections program?
- A rundown of the court's comprehensive collections program practices.
- How successful has the comprehensive collections practices been in collecting delinquent revenue?
- What is the cost to the county for the court to collect delinquent fines/fees revenue?
- Expected cost recovery.
- Projected delinquent revenue compared to projected recovery costs for remainder FY14/15.
- Another benefit to the county and court: incentive for persons to pay their fines.

Supervisor Alpers:

- Asked how they were going to enforce?

Supervisor Stump:

- Asked that if there are a lot of questions we schedule another agenda item at a later date due to how packed the agenda is.

Supervisor Johnston:

- Asked about billing and collecting from collections agency.
- Thanked them for coming.

B. A-87 Cost Allocation Plan Presentation

Departments: Finance

(Erin Payton, Consultant, MGT America, Inc.) - Presentation by Erin Payton, Consultant with MGT America Inc. regarding the A-87 Cost Allocation Plan (indirect charges).

Action: None.

Roberta Reed:

- Introduced item and Erin Payton, Consultant.

Erin Payton, Consultant:

Power point – Cost Allocation Plan Overview:

- MGT introduction.
- What is cost allocation?
- Why prepare a cost allocation plan?
- Federal and state requirements.
- Process and Timeline.
- Example results.
- A commonly confusing cost plan concept.
- What are overhead rates?
- Questions throughout.
- Cost allocations should be fairly consistent year to year for departments.
- Cost allocation is simply recognition that there are overhead costs.

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- She offered her time to other department heads to answer questions.

Supervisor Stump:

- Concern he's heard expressed by Department Heads is that they prepare a budget and then they get hit by an A-87 charge. How do Departments accommodate for this when they can't anticipate?

Supervisor Johnston:

- Cost allocation was invented by the Feds; that's why it's so complicated.
- Appreciates the work she's done with the county.

Robin Roberts:

- Thanked Finance and Erin for all the information; very helpful.

C. June Lake Streets Culvert Replacement Drainage Easements

Departments: Public Works

(Garrett Higerd) - Approximately six culvert segments of the existing June Lake Village drainage system were not originally included in the June Lake Streets Rehabilitation Project contract. These culverts are located on private property. As the project progressed, it was determined that improvement of these culverts would be beneficial to the overall drainage system. Several property owners wish to grant drainage easements to facilitate construction of these improvements.

Action: Adopt resolution #R14-64, authorizing the Public Works Director to accept and consent to recordation of drainage easements necessary for replacement of culverts in June Lake.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

R14-64

Garrett Higerd:

- Introduced item.
- He's asking the Board to delegate the authority for Public Works Director to accept these drainage easements.
- Explained change order, including design changes. Budget is tight, will be closely monitored.
- Brought up another segment that will need to be addressed.

Supervisor Fesko:

- Asked about easements, money involved.

D. Potential Appointment of Mono County Assessor

Departments: County Administrator's Office

(Jim Leddy) - Discussion of Mono County Assessor office vacancy and potential appointment to fill that vacancy. Government Code section 25304 provides that the board of supervisors shall fill by appointment all vacancies that occur in elective county offices such as the assessor. The appointee holds office for the unexpired term (in this case, until noon on January 5, 2015).

Action: Pursuant to Government Code section 25304, fill existing vacancy in office of county assessor by appointing Assessor-Elect Barry Beck as Mono County Assessor, who would serve for the unexpired remainder of the current term (noon on January 5th, 2015), after which time he would assume office for

Note

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the new term to which he was elected.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-204

Jim Leddy:

- Explained item and what is being recommended.

Supervisor Alpers:

- Mentioned that Bob Musil supports appointment of Barry at this point.

Supervisor Fesko:

- The populace has spoken; it's only two months early; he recommends appointing Barry.
- Mentioned that always getting back to constituents is so important.

Supervisor Stump:

- He will support this but did receive an email from a constituent; he expects Barry to step up and answer questions.
- He can't be defensive with folks; we're here to serve people. It's important now; he's an elected official.

Barry Beck:

- He is ready to step up; feels it's in the best interest of the taxpayers and county.
- He would love to get an early start.
- Explained the upcoming Assessment Appeals cases and items that are to be settled.
- Introduced son.

Shannon Kendall, Assistant Clerk:

- Swore Barry Beck in as Assessor.

E. 2013-2014 Mono County Grand Jury Report Response

Departments: County Administrator's Office/County Counsel

(Jim Leddy/Marshall Rudolph) - 2013-2014 Mono County Grand Jury Report Responses.

Action: Direct staff to submit County's response, composed of the response letter from the Board Chair and Attachment A which has departments' recommended responses.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-205

Jim Leddy:

- Introduced item; explained recommended action.

Supervisor Johnston:

- Wanted to state that the Board does appreciate the role of the Grand Jury. Thanked staff, elected officials, etc. for carrying on in good faith.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo,

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).
Unrepresented employees: All.

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Rock Creek Ranch Specific Plan and Vesting Tent. Map Amendments

Departments: Community Development Department

(Courtney Weiche) - Public hearing regarding Specific Plan Amendment #2 and Vesting Tentative Tract Map 37-56 Amendment (reducing the total number of lots to ten) /Rock Creek Ranch near Paradise.

Action: Adopt Resolution #R14-65, approving Addendum to Rock Creek Ranch Specific Plan final environmental impact report; approving Amendment 13-002 to the Rock Creek Ranch Specific Plan; approving second amendment to Vesting Tentative Tract Map 37-56; and making required findings.

Stump moved; Alpers seconded

Vote: 4 yes; 0 no; 1 abstain: Johnston

R14-65

Supervisor Johnston:

- He has abstained from this in the past and no longer has an interest, but he will turn this over to Vice Chair Fesko and listen to item but not participate.

Supervisor Fesko:

Public Hearing Open: 1:02 p.m.

Courtney Weiche:

Powerpoint (to be posted to the web):

- Background
- Amendment #2 explanation
- Revised Amendment #2 Proposal

Sandra Bauer – Environmental Review:

- Project History
- Current Proposal
- CEQA Provisions
- 2009 Final EIR Conclusions
- Basis for Addendum
- Environmental Effects of Amendment #2
- Proposed Addendum

Other Comments by Courtney:

- Recommendation

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Went over outstanding conditions for final map approval.

Supervisor Stump:

- Is this Tentative Tract Map approval?

Public Comments:

- Liz Sullivan, Paradise resident; she thanked everyone for the hard work done.
- Michael Sullivan, Paradise resident

Public Hearing Closed: 1:17 p.m.

Supervisor Hunt:

- Feels concerns have been addressed adequately.

Supervisor Alpers:

- The attention to detail has been amazing with this project. Commended Community Development Department for all the work done.

Supervisor Stump:

- Thanked Community Development, staff and the community itself.

Supervisor Fesko:

- Has watched this project over the year; thinks the project will be a great one.

Supervisors went over each "issue" and discussed verbiage to change.

B. Conservation Easement Regarding Conway Ranch

Departments: Board of Supervisors

(Marshall Rudolph and Tony Dublino) - Proposed Resolution approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution.

Action: Adopt Resolution R14-66, a resolution of the Board of Supervisors approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution, incorporating specific changes discussed.

Alpers moved; Hunt seconded

Vote: 4 yes; 1 no: Fesko

R14-66

Due to lengthy discussion, audio cd is available in the clerk's office and by request.

Marshall Rudolph:

- Introduced item; went over certain details.
- Decided to voluntarily extend the easement during this process.
- Here before the Board are the latest and greatest versions of these documents.
- It is not possible to address every concern ever received on this; nothing addresses everybody's issues. County is trying to find a way to balance all these interests.
- Explained working group which includes Supervisors Alpers and Hunt.

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Before you today is a conveyance agreement; proposes this gets accomplished via an approved resolution.
- In theory, unless there's substantive changes it will not need to come back to the board.
- The goal today is to have everyone on same page as far as what easement management plan language gets approved. Only non-substantive changes would be allowed. The language of the easement itself would be substantive in his opinion. Going forward with Easement that's attached as long as it doesn't change substantially.

Karen Farrell Ingram:

- A lot of people here today have helped with this project.
- Although there may be slight tweaking, they believe that this conservation easement will protect the natural and historic resources found on Conway Ranch.
- Doesn't think that the annual meeting thing should be overly specific in the conservation easement but ok in the management plan?

Tony Dublino:

- There are a few remaining issues to be dealt with.
- Use of trailers on the property – need to make it clear that livestock managers can temporarily park trailers.
- Definition of the word livestock – (July meeting)
- California Department of Fish and Wildlife would like an annual meeting.
- None of these issues are of extreme importance although of course they do mean a lot to specific parties.

Correspondence submitted:

Tom Stevenson (California Department of Fish and Wildlife):

- Acknowledged several colleagues.
- Gave some brief background; continues to express Department's concerns with grazing.
- It's an important time to address this.
- They don't oppose the Conservation Easement; but renewing a grazing lease would potentially trigger CEQA and require an EIR.
- General discussion by board members.

Dr. Virginia Chadwick (professor):

- Spoke about potential setbacks.
- She'd be ok with "livestock" being referred to.

Erin Nordon (US Fish and Wildlife Service, Nevada):

- Nevada Fish and Wildlife is now the lead for Bighorn sheep.
- She's open to having discussions with board in the future about best management practices.

Tim Hansen:

- Despite what humans do, either the big horn sheep are going to make it or they won't.
- Easement itself: both sides make compromises. We're past deadlines, this needs to be decided.
- Thinks the words "livestock" is the way to go.

Marianne Leinassar (FIM):

- She feels easement is a good thing; thanked everyone involved.
- They'd like to protect the big horn sheep, not endanger them, but she hasn't seen where domestic sheep are harming them.
- In her opinion eliminating domestic sheep grazing will not *help* the big horn sheep.
- Supervisor: asked about term "livestock".

Floyd Rathbun:

- How can the management plan be flexible enough to help?

VARIOUS BOARD COMMENTS:

Supervisor Johnston:

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Annual meeting issue – in easement? Which agencies? Maybe in Management Plan?
- What about snowmobiles? He feels they shouldn't be allowed.
- Hunting? He feels it is inconsistent with what's in the ordinance.
- 35 foot height regulation? He doesn't feel a three story building is consistent with visual quality aspects of Conway Ranch.
- This is something that will live on well beyond what we're doing here today.
- Thanked everyone that participated in this.

Supervisor Fesko:

- Easement talks about no reconstruction; thinks it needs to be allowed.
- Artificial limits are a problem – talking about the amount of water that can be taken out.
- Livestock term.
- There is a lot of positive movement on this; but he's voting no on it today. He will stand by how he feels.

Supervisor Alpers:

- Brought up the beauty of the land.
- Thanked RPAC, members of the community, everyone involved.

Supervisor Hunt:

- This meeting is symbolic of all the other meetings; there are always issues to be dealt with.
- The public doesn't really understand the nature of doing one of these easements.
- A lot of hard work and collaboration has gone into this. Thanked all the players involved.
- He's excited; this is a point in county history we should be proud of.

Supervisor Stump:

- Mentioned the need to apologize to several people outbursts.
- He'll be voting yes on it.

C. ICEMA Overview

Departments: Public Health-Emergency Medical Services

(Tom Lynch, EMS Administrator, Inland Counties Emergency Medical Authority (ICEMA)) - Presentation by Tom Lynch, EMS Administrator, ICEMA, regarding the relationship of ICEMA to County EMS and the provision of EMS services.

Action: None.

ITEM CANCELLED DUE TO LACK OF TIME; TO BE RESCHEDULED FOR A LATER MEETING

D. Los Angeles Department of Water and Power Presentation

Departments: County Administrator's Office

(James Yannotta) - Presentation by James Yannotta of Los Angeles Department of Water and Power regarding issues impacting water supply for Mono County and DWP.

Action: None.

ITEM CANCELLED DUE TO LACK OF TIME; TO BE RESCHEDULED FOR A LATER MEETING

E. Air Service Presentation

Departments: Economic Development

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Presentation by John

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Urdu, Executive Director, Mammoth Lakes Tourism, regarding commercial air service to Mammoth Yosemite Airport.

Action: None.

John Urdu:

POWERPOINT

- Introduced Kent Myers with Airplanners
- Subsidy Explained
- Historical Info
- Visitor Profile
- Economic Impacts
- Questions.
- MMSA doesn't necessarily use Mono County money first.
- Gave briefing as to what's going on at the airport.

Supervisor Johnston:

- Is there data to show how many people per area of Mono County use the airport services?
- Asked about how MMSA is billing us? Why do they use our money first?
- One heartburn is that funding comes out of our general fund, which is hard to swallow.
- Asked for a brief on what's happening at the airport.

Kent Myers (Airplanners):

- Discussed a program that can differentiate where people live and see where they fly out of.

Supervisor Stump:

- Asked about differentiating people in his area.
- Convert gross economic activity into tax revenue back to county.
- Important to be recognized for the assistance that has been given.

Supervisor Hunt:

- Asked about research done regarding the amount of people that travel via motorcycle.

ADJOURN 4:35 p.m.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve minutes of the Special Meeting held on October 21, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[10-21-14 sp draft mins](#)

History

Time	Who	Approval
10/29/2014 4:31 PM	County Administrative Office	Yes
10/29/2014 5:03 PM	County Counsel	Yes
10/29/2014 5:18 PM	Finance	Yes



DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Special Meeting
Chalfant Community
Center, 123 Valley
Road, Chalfant, CA
93514

October 21, 2014

Flash Drive	On Portable Recorder
Minute Orders	M14-206 to M14-206
Resolutions	R14-67 to R14-67
Ordinance	Ord14-05 NOT USED

5:50 PM Meeting called to order by Chairman Johnston.
Pledge of Allegiance led by Supervisor Stump.

Tour of park: 5:52 p.m.
Reconvene: 6:03 p.m.
Adjourn: 7:04 p.m.

Take tour of Chalfant Park; reconvene meeting afterward in Community Center.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Supervisor Stump:

- Mentioned that the telecommunications tower item on the agenda has nothing to do with the issues going on with AT&T. He has a copy of a letter regarding this to hand out. Asked for emails, letters, etc. to be sent on to go with the AT&T complaint.
- Chalfant has been included in a grant through RACE communications – to bring high speed internet to Chalfant. Not sure whether it will be fiber optic to each home or not. He doesn't know exactly when this will occur.
- Thanked Board for coming out here and for looking at weed problem; they want to fix it.

Ingrid Braun, Sheriff-Elect:

- Introduced herself; asked for feedback from them.

Stacy Corless, Supervisor-Elect:

- Introduced herself; welcomed feedback.

Introduced:

- Bob Musil, County Clerk; Marshall Rudolph, County Counsel; Jim Leddy, CAO;

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Brent Calloway; Shannon Kendall, Assistant Clerk.

REGULAR AGENDA

- 0a) Weed Mitigation At Chalfant Park (Joe Blanchard) - Presentation by Joe Blanchard regarding weed mitigation and abatement at Chalfant County Park.

Action: None.

Joe Blanchard:

- Introduced item with a story about his son and a park – point being how important it is to maintain parks.
- Brief history about the weeds and what has been done to mitigate them.
- They have decided to take a 5,000 square foot area and isolate it, treat it, etc.
- Plan to use Cal-Fire for another round of weed removal.
- Got in touch with Agricultural Commissioner – very helpful. Puncture Vine Weevil – they eat the weeds and the weeds die. They stop selling these in September, but will get them next year.
- Will end up with shade around the playground.
- This is a problem around the United States.
- They've been notified of this here repeatedly.

McKenzie boys:

- Told story of stickers on cleats. It was horrible.
- There are problems with ants; he has gotten bitten.
- They are hiding in the grass.

Jerry McKenzie (father of two sons):

- He wants the Board to fix this; this has been an ongoing problem.
- Funding needs to be dedicated to improving park.
- Hopes they pick the field area as the 5,000 square feet to treat.

- 0b) **Chalfant Streets Rehabilitation Project Update and Mailbox Survey Results** (Garrett Higerd) - The Chalfant Streets Rehabilitation Project is nearing completion. The project has rehabilitated approximately 5.5 miles of local streets and roads, upgraded signage, and added driveway transitions in Chalfant and White Mountain Estates. A small amount of grant funding remains that can be used for mailbox cluster units. To more accurately gauge support for mailbox cluster units, Public Works distributed a survey to property owners in west and east Chalfant.

Action: None.

Garrett Higerd:

- Here to give brief update on Chalfant Streets Project.
- Discussed which streets were rehabilitated; storm drains installed.
- Explained new components of the project.
- Cluster mailboxes: survey came back with a resounding no; the residents mostly wish to keep things as-is.
- Instead of spending money on mailboxes (except for White Mountain Estates where they really want them), they are looking at relocating a cattle guard. Also all new signs have been ordered.
- Resident asked about portion of where mailboxes are located – Garrett to address this with her after meeting. They weren't looking at where existing

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- mailboxes are located specifically.
- Supervisor Stump: the postal service made it clear that they would not maintain the mailboxes or provide keys; in White Mountain Estates, their homeowner's fees will cover this.
- Residents thanked him for being asked what they wanted. Asked about new paving; won't it get destroyed quickly? Maybe we need an apron? Asked about striping down Chalfant Road? Discussion about road needing another outlet.
- Supervisor Fesko: asked for a map showing where the outlet would need to be, how long it is, etc. Supervisor Stump has made a note of this.

0c) **Chalfant Landfill Telecommunications Site (Stacey Simon) - Review of proposed bid package for conditional license of land at the closed Chalfant Landfill (adjacent to the Chalfant Transfer Station) for use as a telecommunications site for initial term of ten years with up to ten five-year renewals. Ultimate grant of license is contingent upon development of site design by successful bidder, application for and receipt of discretionary land use approvals (including compliance with CEQA), and amendment of Joint Technical Documents for landfill.**

Action: Approve bid package without modifications, direct staff to issue call for bids.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M14-206

Stacey Simon:

- This item reflects a team effort; Supervisor Stump, Nate Greenberg and Tony Dublino have all been heavily involved.
- This is a creative attempt to resolve a long standing issue: lack of cellular service. Tonight we're here to move forward.
- Explained leasing option to install structures and then turn around to find sub-tenants to provide cellular service.
- Which spot of land to put this on? The closed Chalfant landfill is available and owned by the county.
- There's a possibility to entertain this lease option; as a governmental agency we have a lot of hoops to jump through.
- Feedback received: to be interested in a lease/license out here it would have to be for a long period of time – 50 or more years.
- Simplest alternative is to go out to competitive bid – that is what's before the board tonight. There is also a proposed agreement should there be any takers.
- This will require some planning approvals.
- Proposed license with conditions: only if you're successful getting county through all "hoops".
- Tony Dublino is looking for some direction, input; doesn't want solid waste enterprise fund to be impacted, if possible.
- Wants permission to post, publish, see if we get any takers. Not sure we'll get takers. If we don't there are plan "b's" we can look at.
- There is a reimbursement provision.

Supervisor Fesko:

- Mentioned cell tower near Topaz; should be the same type of hurdles.

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Johnston:

- Where does the \$5,000 come from if not from the landfill? Would we front the money but then repay it (i.e. to the solid waste enterprise fund). Some sort of loan from some fund.

0d)

Tenaya Drive Drainage Easement (Garrett Higerd) - The recent Chalfant Streets Rehabilitation Project included a new storm drain that significantly improved drainage on, and adjacent to, Tenaya Drive in White Mountain Estates. Due to on-site constraints, the alignment had to be adjusted so that a small portion crosses private property. County staff coordinated closely with the property owners and the contractor in determining the final alignment. Now we are following-up with an appropriate drainage easement attached as Exhibit 1.

Action: Adopt resolution #R14-67, authorizing the Public Works Director to accept and consent to recordation of a drainage easement necessary for storm drain improvements adjacent to Tenaya Drive in White Mountain Estates.

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

R14-67

Garrett Higerd:

- Quick item; cleaning up drainage easement issue in White Mountain Estates.
- Just met with owners, they have questions. Want to check with their Homeowner Association.
- Feels Board can approve with the way action is written (with Public Works Director to authorize recordation).

Supervisor Fesko:

- Asked about status of drainage easement.
- There are no county fees associated with this? More of a gift?

Supervisor Stump:

- There was a storm issue; this is follow up.

0e)

Assessment Roll Information (Bob Musil) - Presentation by Bob Musil regarding 2014/2015 Assessment Roll and market trends.

Action: None.

Bob Musil (power point):

Mono County Assessment Statistics 2014-2015

- Historical Data – Secured Roll
- Historical Data – Unsecured Roll
- Historical Data – Total Roll
- Revenue Increase
- Parcel Data
- Workload Data
- Proposition 8 Data
- Secured Values by Community
- Questions?

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Alpers:

- He was impressed with the real numbers presented; he had Bob do this in June Lake.

ADJOURNMENT 7:04 p.m.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK TO THE BOARD

§§§§§



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jim Leddy

SUBJECT Resolution Honoring Tom Hallenbeck

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution honoring Tom Hallenbeck for his years of service to the people of the Eastern Sierra. This item is being sponsored by Supervisor Alpers.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolution for Tom Hallenbeck](#)

History

Time

Who

Approval

10/17/2014 6:51 AM	County Administrative Office	Yes
10/28/2014 11:53 AM	County Counsel	Yes
10/28/2014 6:49 PM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF TOM HALLENBECK**

WHEREAS, Tom has been a consistent voice advocating and promoting regional transportation partnerships among Mono, Inyo, Kern and San Bernardino counties that have resulted in successfully programming and constructing critical improvements to the Highway 395/14 corridor; and

WHEREAS, during Tom’s tenure, significant improvements to Mono County highways and Caltrans supporting infrastructure have occurred, thus improving traveler safety for Mono County residents and visitors; and

WHEREAS, under Tom’s watch, Caltrans has assisted community main street planning efforts, including the multi-county Eastern Sierra Corridor Enhancement Program, Highway 6 Visioning Processes for the Benton and Chalfant communities, and most recently the innovative Bridgeport Main Street Revitalization Project, which resulted in immediate traffic calming improvements and synergistic main street business upgrades; and

WHEREAS, in partnership with Caltrans during Tom’s tenure as District 9 Director, regional public transit services have been established connecting local communities with Southern California, Northern Nevada and the Yosemite region.

WHEREAS, the County acquired the Conway Ranch property with grant funding, including several grants administered by Caltrans; and

WHEREAS, when issues and differences of opinion arose between Caltrans and the County regarding certain grant restrictions and requirements, Tom worked tirelessly with the County to resolve the matter and ultimately proposed a creative solution that will provide the County greater flexibility in utilizing the property for fish-rearing while at the same time ensuring the permanent protection of the Property’s numerous conservation values through the conveyance of a conservation easement to the Eastern Sierra Land Trust; and

WHEREAS, due in large part to Tom’s leadership and hard work over the past year, his creative Conway solution will soon become a reality, benefitting the County, Caltrans, and the general public for decades to come;

NOW, THEREFORE BE IT RESOLVED, that the Mono County Board of Supervisors, hereby extend a most sincere “THANK YOU” in appreciation for Tom’s dedicated service; and

BE IT FURTHER RESOLVED, Tom Hallenbeck is hereby extended our best wishes as he moves into the next chapter of his life, and congratulations and best wishes in retirement. APPROVED AND ADOPTED this 14th day of October, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Resolution Honoring Ted Schade for
His Years of Service as Executive
Director of the Great Basin Unified Air
Pollution Control District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution honoring Ted Schade for his years of service to the community. Resolution if adopted will be presented at November 7th Great Basin Board Meeting. Sponsored by Chairman Larry K. Johnston and Supervisor Byng Hunt.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

There is no Fiscal Impact.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolutiuon honoring Ted Schade](#)

History

Time	Who	Approval
10/24/2014 9:31 AM	County Administrative Office	Yes
10/28/2014 11:54 AM	County Counsel	Yes
10/28/2014 6:49 PM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF THEODORE D. SCHADE**

WHEREAS, Theodore D. Schade has been employed by the Great Basin Unified Air Pollution Control District (District) for 24 years since September 10, 1990, and was appointed Air Pollution Control Officer of the District on August 1, 2004; and

WHEREAS, Theodore D. Schade has been responsible for protecting the health, welfare and environment of the people in Alpine, Mono and Inyo Counties from the harmful effects of air pollution; and

WHEREAS, Theodore D. Schade has worked diligently to preserve and improve air quality to ensure that all federal and state air quality standards are met throughout Alpine, Mono and Inyo Counties; and

WHEREAS, in order to meet these standards, Theodore D. Schade has done an outstanding job via public education and interagency cooperation to implement air quality plans, and to enforce federal and state laws delegated to the District; and

WHEREAS, the District is responsible for controlling the air pollution at Owens and Mono Lakes and Theodore D. Schade has worked extensively with the City of Los Angeles, as well as other involved agencies, to implement the provisions of the Owens Valley and Mono Basin State Implementation Plans to ensure progress is made to achieve air quality standards while minimizing the water and monetary resources used; and

WHEREAS, under the leadership of Theodore D. Schade, air pollution offset funds and environmental public benefit funds totaling \$7,850,000 from the City of Los Angeles have been distributed throughout Alpine, Mono and Inyo Counties, with \$1,853,412 directly to projects within Mono County and the Town of Mammoth Lakes in order to preserve and improve air quality;

NOW, THEREFORE BE IT RESOLVED, that the Mono County Board of Supervisors, hereby extend a very appreciative and sincere "THANK YOU" for Theodore D. Schade's years of dedicated service; and

BE IT FURTHER RESOLVED, Theodore D. Schade is hereby extended our best wishes as he moves into the next chapter of his life, and congratulations and best wishes in retirement.

APPROVED AND ADOPTED this 4th day of November, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: CAO

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jim Leddy

SUBJECT Resolution of Appreciation for Nate
Greenberg

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution of Appreciation for Nate Greenberg for his support and assistance with the Digital 395 project.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: (760) 932-5408 / sklemm@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolution](#)

History

Time	Who	Approval
10/29/2014 4:26 PM	County Administrative Office	Yes
10/29/2014 5:03 PM	County Counsel	Yes
10/29/2014 5:18 PM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF NATE GREENBERG FOR HIS SUPPORT AND
ASSISTANCE WITH THE DIGITAL 395 PROJECT**

WHEREAS, Nate Greenberg was a crucial member of a team that made Digital 395 possible; and

WHEREAS, Digital 395 is a \$110m project funded by the American Reinvestment and Recovery Act and California Advanced Services Fund to construct a 600 mile long fiber optic network between Barstow, California and Carson City, Nevada; and

WHEREAS, the Digital 395 project provides high capacity broadband and network service to over 250 government, education, medical facilities, and Internet Service Providers throughout the Eastern Sierra region which was previously starved for Internet backhaul; and

WHEREAS, Digital 395 has been constructed as a network which can accommodate the capacity and service needs of this region for the next 100 years and serves as catalyst for economic and social change in the Eastern Sierra; and

WHEREAS, approximately 150 miles of this project took place in Mono County, where numerous planning, environmental, permitting, and construction challenges presented themselves; and

WHEREAS, Nate and other members of this team provided a variety of services and expertise including planning services, and research for implementation; and

WHEREAS, the work done by Nate and other members of the team has created valued opportunities for the residents, visitors, and businesses of this region which will be felt for decades to come.

NOW, THEREFORE BE IT RESOLVED, that the Mono County Board of Supervisors offers its deepest gratitude to Nate Greenberg for the services he provided and the role he played in making Digital 395 a success.

APPROVED AND ADOPTED, this 4th day of November, 2014, by the Board of Supervisors, County of Mono.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: District Attorney

TIME REQUIRED

SUBJECT Recruitment and Hiring of an
Investigator I Position

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

To Authorize the District Attorney to begin recruitment and hiring efforts to fill an Investigator I position due to the vacancy left by the promotion of Frank Smith to the Chief Position.

RECOMMENDED ACTION:

Approval of requested recruitment and hiring.

FISCAL IMPACT:

For the remainder of the 2014-2015 FY the fiscal impact would be approximately \$ 149,136.00 which consists of \$ 59143.00 in salary and 89,993.00 in benefits, this amount has already been accounted for in the DA Dept. FY 2014-2015. The fiscal impact for the entire year of 2015-2016 would be \$ 228,691.21 which consists of \$100,128.00 in salary and \$128,563.21 in benefits. Please see attached staff report.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5550 / tkendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Recruitment of DA Investigator I Position](#)

History

Time	Who	Approval
10/17/2014 7:22 AM	County Administrative Office	Yes
10/28/2014 11:49 AM	County Counsel	Yes
10/29/2014 11:04 AM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: October 9, 2014

Time Needed: 5 minutes for presentation and 5 minutes for discussion.

Subject

Authorize the District Attorney to begin the recruitment and hiring efforts to fill an Investigator I position due to the vacancy left by the promotion of Frank Smith to the Chief position.

Recommendation

Approval of requested recruitment and hiring.

Discussion

Chief Investigator, Wade McCammond left county employment on August 28, 2014. Current Investigator Frank Smith was placed in the position of Chief Investigator leaving his Investigator I position vacant.

This position is a vital position to the continued operation and response of the District Attorney's Office. Within one month of Mr. McCammond's vacancy the Office of Investigations is quickly falling behind in its obligations and cannot timely respond to victims of crime and the request for assistance by other agencies. Because of this vacancy we are not meeting many of our statutorily mandated functions. Case investigations are being delayed and issues continue to rise because one investigator cannot address everything. If the current investigator is on another case or out of the office for training there is no one to respond. Further, as the vacancy continues it affects the specialized units that this office has been charged to lead which includes drug enforcement, sexual assault, suspicious homicides, forensic high tech crimes, welfare fraud and child abduction crimes to name just a few.

The Investigator I position is current already budgeted for in the 2014-2015 budget and is on the current allocation list. While this is a General Fund based position, the District Attorney/County receives substantial grant monies to help off-set and pay for the position. Without the position being filled these grants and their revenue source will be in jeopardy. The County receives \$122,000 from CalMet, \$20K from DEA and another \$85K from Burn/Jag. Along with these grants, revenue of another \$70K was received from SB678.

If not allowed to recruit and hire to fill this position the office will be forced to prioritize our criminal investigations and will no longer investigate misdemeanor crimes, some drug crimes, and low level felony crimes will be limited as time permits. Responding to county departments and other allied agencies will be limited as well as the specialized units that the office is charged with. Additionally, grant funding and the additional revenue that has been obtained will be lost.

Fiscal Impact

Approximately \$ 149,136.00 which consists of \$59,143.00 in salary and \$ 89,993.00 in benefits is the entire amount that has been accounted for in the DA Department for the remainder of the FY 2014-2015 budget.

The Fiscal Impact for the entire FY 2015 – 2016 is \$ 228,691.21 which consists of \$ 100,128.00 in salary and \$ 128,563.21 in benefits.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Reappointment of Resource
Conservation District Board Members

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Mono County Resource Conservation District's Board has endorsed the reappointment of three existing members to its Board. These are four year terms and will expire November 4, 2018. The Board has requested that the Mono County Board of Supervisors approve these appointments. This item is being sponsored by Supervisor Fesko.

RECOMMENDED ACTION:

Appoint Ilene Mandelbaum, Marcus Bunn and Dwain Chichester to the Mono County Resource Conservation District. These are four year terms and will expire on November 4, 2018.

FISCAL IMPACT:

There is no fiscal impact.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

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ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
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32 DAYS PRECEDING THE BOARD MEETING

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[RCD Backup docs](#)

History

Time	Who	Approval
10/22/2014 12:15 PM	County Administrative Office	Yes
10/30/2014 8:55 AM	County Counsel	Yes
10/28/2014 6:51 PM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Byng Hunt □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Assistant Clerk of the Board

Date: November 4, 2014

Subject:

Reappointment of three existing members to new four year terms to the Mono County Resource Conservation District.

Discussion:

The Mono County Resource Conservation District's Board has endorsed the reappointment of three existing members to its Board. These are four year terms and will expire November 4, 2018. The Board has requested that the Mono County Board of Supervisors approve these appointments. This item is being sponsored by Supervisor Fesko.

Recommendation:

Appoint Ilene Mandelbaum, Marcus Bunn and Dwain Chichester to the Mono County Resource Conservation District. These are four year terms and will expire on November 4, 2018.

Fiscal Impact:

None.

**Resource Conservation District of
Mono County
Post Office Box 327
Coleville, CA 96107
Phone: 530-208-5404
Web site: monorcd.org
Email: monocountyrcd@gmail.com**

CD Ritter
cdritter@mono.ca.gov

RE: RCD endorsement of Director's reappointment


Morning, CD.

Attached are the Draft Minutes for the Resource Conservation District meeting this month during which the Board endorsed candidates for (re)appointment by the BOS.

If this could be added to the Board's correspondence at the appropriate meeting, that would be great.

Thanks,

Respectfully,



**Bruce D. Woodworth
District Coordinator
RCD T V 0901**

Resource Conservation District of Mono County

Post Office Box 327

Coleville, CA 96107

Phone: 530-402-6422

Web site: monorcd.org

Email: monocountyrcd@gmail.com

MINUTES for October 8, 2014 RCD Meeting.

Attending: Hal Curti, Chair, Directors: Marcus Bunn, Ilene Mandelbaum and Jim Reid.
Also Shannon Peterson Ciotti, RCD's National Fish and Wildlife Foundation (NFWF)
Grant Consultant, Jim Gifford, Natural Resources Conservation Service (NRCS).

[Motions noted: e.g. (Bunn/Curti, 4-0) indicates motion by Bunn, second by Curti, vote 4-0.]

Minutes from previous meeting approved. (Reid/Mandelbaum, 4-0).

Action Items.

1. RCD Board endorsement of Ilene Mandelbaum, Marcus Bunn and Dwain Chichester for reappointment to the RCD Board by the Mono Co. Board of Supervisors. (Bunn/Reid, 3-0. Series of votes with abstentions by those being endorsed).

2. National Fish & Wildlife Grant (NFWF) - review and possible approval of Analysis and payment to consultant. (Bunn/Reid, 4-0) Board accepted the Analysis and authorized payment as to be coordinated with NFWF.

Ciotti indicated that she would provide hardcopies of the Analysis to the Board as well as to the Coordinator to archive and/or provide to appropriate libraries. Also she will send the UNR electronic files, Economic spreadsheets and GIS electronic files to the Coordinator.

3. Authorize payment (\$783 [AE 14503] repayment to Coordinator) for Beehive Insurance for Director's liability insurance as well as Coordinator compensation for NFWF (\$1,763 [13501D]) and normal RCD (\$14 [14502A]) activities. AE = Authorized Expenditure. (Reid/Bunn, 4-0)

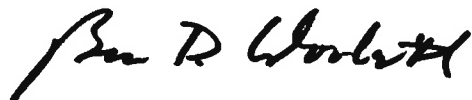
4. Consider funding attendance at the CA RCD conference Nov., 2014. (Bunn/Reid, 4-0) Board authorized payment for Coordinator's attendance at conference not-to-exceed \$400.25 [AE 14504].

NRCS presentation: Jim Gifford reported that Mono Co. had three EQIP contracts for 2014 totally about \$84k for irrigation improvements and sage grouse habitat improvement matters.

Additional conversation revolved around recent CA laws streamlining permitting and other conservation matters. These may fit in well as matching funds for ACEP (Agricultural Conservation Easement Program) easements.

Dave Doughty is the current engineer at the Minden Field Office.

Respectfully,



Bruce D. Woodworth
Minutes for October 8, 2014 RCD Meeting B T V0901 RCD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Finance

TIME REQUIRED

SUBJECT Approve Recruitment of FTS III or IV
in Finance Department

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Request authorization to fill one full-time Fiscal & Technical Services III or IV position in the Finance Department.

RECOMMENDED ACTION:

Authorize the Finance Director to recruit and fill an FTS III or IV position to be shared between the Auditor/Controller and Treasurer/Tax Collector's departments.

FISCAL IMPACT:

The impact to the general fund will total \$47,185 for this fiscal year (\$27,370 salary and \$18,005 benefits). The fiscal impact for a full year is \$80,888 (\$46,920 salary and \$30,968 benefits). There is sufficient appropriation in the 2014/15 budget.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

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PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report - Finance FTS Memo](#)

History

Time

Who

Approval

10/29/2014 4:26 PM	County Administrative Office	Yes
10/29/2014 11:01 AM	County Counsel	Yes
10/28/2014 4:10 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: November 4, 2014

Subject:

Finance Dept. FTS hiring request

Recommendation:

1. Approve the recruitment and hiring of an FTS III or IV position in the Finance Department.

Background:

The Finance Department current has three vacancies; one FTS IV in the Auditor-Controller's office, one FTS IV in the Treasurer-Tax Collector's office and the Treasurer-Tax Collector. For the short-term, Sarah Messerlian has been working half-time in the Auditor-Controller's office at the payroll desk. With recent personnel changes, Sarah is needed full-time in the CAO/Risk department, which will leave this vital position vacant. Additionally, the shortage in the Treasurer-Tax Collector's office is taking its toll on remaining staff, especially during this season where processing property tax payments requires a full-time person. With budget constraints in mind, we are asking that your board approve one full-time FTS III or IV position to be shared between the two offices. While this is not sustainable, we think that between potential software upgrades, streamlining systems and sharing staff when reasonable, we can cover the duties of both offices.

Fiscal Impact:

The impact to the general fund will total \$47,185 for this fiscal year (\$27,370 salary and \$18,005 benefits). The fiscal impact for a full year is \$80,888 (\$46,920 salary and \$30,968 benefits). There is sufficient appropriation in the 2014/15 budget.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: CAO

TIME REQUIRED

SUBJECT Request to Cancel the November 18,
2014 Board of Supervisors Meeting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Request from the County Administrator asking the Board of Supervisors to approve cancelling the November 18, 2014 Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

RECOMMENDED ACTION:

Approve cancelling the November 18th Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

FISCAL IMPACT:

There is no financial impact from cancelling a meeting and Board participation in CSAC has been budgeted in the adopted 2014-2015 Budget.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
10/20/2014 3:35 PM	County Administrative Office	Yes
10/28/2014 11:55 AM	County Counsel	Yes
10/28/2014 6:50 PM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Byng Hunt □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Jim Leddy, County Administrative Officer

Date: November 4, 2014

Subject:

Request to cancel the November 18, 2014 Board of Supervisors meeting.

Background:

The Board of Supervisors meets the first three Tuesdays of each month. In November the California State Association of Counties (CSAC) will be holding its annual conference in San Jose. Supervisors from across the state congregate and have the opportunity to participate in many different sessions on policies and legislation which impact the effective delivery of county services.

Discussion:

A majority of the Board will be in attendance and the November 18th meeting should be cancelled due to a prospective lack of a quorum.

Fiscal Impact:

There is no financial impact from cancelling a meeting and Board participation in CSAC has been budgeted in the adopted 2014-2015 Budget.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Trindel Board Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective November 4, 2014., as required by the JPA's already in place.

RECOMMENDED ACTION:

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective November 4, 2014; the County Administrative Officer, Board Member and the Risk Manager, Alternate Board Member.

FISCAL IMPACT:

None.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:
Sarah Messerlian

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

[History](#)

Time	Who	Approval
10/17/2014 6:51 AM	County Administrative Office	Yes
10/28/2014 11:48 AM	County Counsel	Yes
10/28/2014 6:49 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin Roberts

SUBJECT Kings View Contract for
Telepsychiatric Services

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with Kings View Corporation for the purpose of providing teleconferencing modality (Tele-Psychiatry).

RECOMMENDED ACTION:

1. Approve County entry into proposed contract and authorize Robin Roberts to execute said contract on behalf of the County.
2. Authorize Robin Roberts, in consultation with County Counsel, to approve and execute minor amendments to the contract from time to time as may be necessary to adjust the number of service hours, provided the total budgeted amount is not exceeded.
3. Amend MCBH 2014/15 budget as follows: Increase Operating Transfers In from the Mental Health Services Act fund by \$14,000, increase Contract Services by \$70,000 and decrease Salaries and Benefits by \$34,000 (4/5ths vote required).
4. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the Mono County General Fund. There is a savings of \$54,000 from Dr. Scheidlinger's salary that will be moved to contract services and the additional \$16,000 will come from the Mental Health Services Act fund.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-934-1729 / rroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [Kings View Contract](#)
- [Kings View Operational Agreement - Attachment A](#)

History

Time	Who	Approval
10/30/2014 9:35 AM	County Administrative Office	Yes
10/30/2014 10:24 AM	County Counsel	Yes
10/29/2014 5:49 PM	Finance	Yes



Behavioral Health Department
COUNTY OF MONO

PO Box 2619 | 342 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1740 • FAX (760) 924-1741 • rroberts@mono.ca.gov

Robin K. Roberts, MFT
Director, Behavioral Health

October 15, 2014

To Honorable Board of Supervisors
From Robin K. Roberts, Behavioral Health Director
Subject **Request for approval of Kings View Company Contract For Tele-Psychiatry Services Amend MCBH budget for Psychiatric Services to reflect the increase in funding**

Recommendation

1. Approve County entry into proposed contract and authorize Robin Roberts to execute said contract on behalf of the County. 2. Authorize Robin Roberts, in consultation with County Counsel, to approve and execute minor amendments to the contract from time to time as may be necessary to adjust the number of service hours, provided the total budgeted amount is not exceeded. 3. Amend MCBH 2014/15 budget as follows: Increase Operating Transfers In from the Mental Health Services Act fund by \$14,000, increase Contract Services by \$70,000 and decrease Salaries and Benefits by \$34,000. 4. Provide any desired direction to staff.

Discussion

This contract will allow Mono County Behavioral Health to provide psychiatric medication services via teleconferencing and to address cultural, socioeconomic, and geographic barriers to behavioral health services in underserved areas of the region. Kings View is a California not-for-profit corporation that employs persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

Mono County Behavioral Health is mandated to provide specialized psychiatric medication services to consumers with Medi-Cal. Dr. David Scheidlinger, MD has provided these services for Mono County since 1987. As of October 27, 2014 he has terminated his contract with MCBH in order to retire.

Psychiatry services are included as part of the 2014-2015 Behavioral Health allocation list, and our budget reflects the associated costs. However, once we have established our services with Kings View we will likely use them the minimum amount per week (four hours), all of which is billable through Medi-Cal which will offset our costs.

The skillset required to be successful in this position is specialized and unique; finding qualified individuals who wish to work in Mono County has proved challenging. Kings View Company has been providing this service in California for many years and has an expertise in working with small county mental health systems. They come with excellent recommendations and qualifications. Since the completion of Digital 395, MCBH has created telemedicine stations in Walker, Mammoth and Benton. The expansion of services to our outlying areas, along with the expertise of the Kings View staff, will allow us

to provide comprehensive, top of the line psychiatric consults to members of our communities without the burden of travel.

Fiscal Impact

There is no impact to the Mono County General Fund. There is a savings of \$54,000 from Dr. Scheidlinger's salary that will be moved to contract services and the additional \$16,000 will come from the Mental Health Services Act fund.

**KINGS VIEW CORPORATION &
MONO COUNTY
TELEPSYCHIATRY SERVICES AGREEMENT**

This Telepsychiatry Services Agreement (the "Agreement") is made and entered into this ___ day of _____ 2014, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and the County of Mono, a political subdivision of the State of California ("County" or "Mono County") on behalf of its Department of Behavioral Health.

RECITALS:

A. Mono County desires to increase access to behavioral health services for at risk populations served by Mono County via a teleconferencing modality.

B. Mono County recognizes that the provision of behavioral health services via a teleconferencing modality will allow it to address cultural, socioeconomic, and geographic barriers to the provision of behavioral health services and information in underserved areas of the region and will further allow Mono County to expand the range of resources and services available to its consumers.

C. Kings View is a California not-for-profit corporation that employs and/or contracts with persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

D. Mono County desires to increase access to behavioral health services in an efficient and cost effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** Mono County desires to expand and improve access to mental health services for clients of Mono County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality.

2. **Telepsychiatric Services.** Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to Mono County Behavioral Health clients by means of video-conferencing, (ii) provide consultation or training to qualified health care professionals designated and scheduled by Mono County Behavioral Health, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting

training or consultation as mutually agreed between the parties (the “Telepsychiatric Services”).

a. **Professional Medical Services.** Mono County hereby agrees that Kings View will employ, contract with, or otherwise arrange for the services of a Provider, and hereby agrees and authorizes the Provider to provide professional medical services as Mono County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of Mono County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community and all laws, regulations, and standards applicable to the provision of such services.

b. **Scheduling of Services.** Kings View shall arrange for a Provider to be available to provide a minimum of four (4) consecutive hours per week of Telepsychiatric Services (the “Minimum Service Hours”) and to be available to render such services on a day to be mutually agreed upon by the parties.

c. **Additional Service Hours.** The Minimum Service Hours may be increased or decreased in four (4) hour increments upon the mutual written agreement of the parties; provided, however, that in no event shall the Minimum Service Hours be fewer than four (4) hours per week. Any increase or decrease of the Minimum Service Hours shall be effective within seven calendar days of the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

d. **Current Service Level.** Mono County desires to contract for a minimum of 4 hours per month (the “Minimum Service Hours”) and a maximum of 12 hours per week of Telepsychiatric Services. The actual number of hours scheduled by County for any given week shall be the “Scheduled Service Hours.”

e. **On-Site Visitation.** As part of the Telepsychiatric Services, Kings View may annually conduct one (1) on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed by the parties.

f. **Billing for Telepsychiatric Services.** Kings View shall provide Mono County with such information regarding the delivery of medical services to assist Mono County in charging the clients’ professional fees for the Telepsychiatric Services, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.

3. **Term.** The term of this Agreement shall commence on the date it is executed by both parties (the “Effective Date”) and shall continue in full force and effect through June 30, 2015 subject to the termination as provided in this Agreement (the “Term”).

4. **Compensation.** Mono County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation two hundred sixty dollars (\$260.00) per hour of Telepsychiatric Services provided to clients of Mono County by the Provider in accordance with this Agreement. Mono County guarantees payment for the Scheduled Service Hours. Kings View will provide an invoice to Mono County on a monthly basis. Mono County shall pay invoices within thirty (30) days of receipt. In no event shall total payments to Kings View by County pursuant to this Agreement exceed \$70,000

5. **Minimum Professional Qualifications of Providers.** Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement shall possess the following minimum qualifications:

a. **Licensing.** Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. **Board Certification.** Provider shall be either certified by the American Board of Psychiatry or be eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.

c. **Federal DEA Number.** Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

6. **Professional Liability Insurance Coverage.** Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, written by a carrier acceptable to Mono County Risk Management. If professional liability coverage is written on a claims-made form then: (1) the “retro date” must be shown, and must be before 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 work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Provider shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County

Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or

the Provider shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

7. **No Governmental Health Program Sanctions.** Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

8. **Duties of Kings View.** During the Term of this Agreement, Kings View shall have the obligation to:

a. **Cooperate with Mono County.** Kings View shall cooperate with Mono County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. **Insurance.** Kings View shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any vehicle by Kings View in order to perform such services, Kings View shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). These insurance policies shall remain in force through the Term of this Agreement. Kings View shall provide a certificate of insurance signed by the insurer evidencing such insurance to Mono County prior to commencement of work.

Kings View shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County

Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or Kings View shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. **Duties of Mono County.** During the Term of this Agreement, Mono County Behavioral Health shall have the obligation to:

a. **Cooperation with Kings View.** Mono County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. At its sole cost and expense, provide space and equipment for the delivery of services.

c. Any videoconferencing equipment furnished to County by Kings View under this Agreement shall remain the property of Kings View and shall be used only for the purpose specified under this Agreement.

d. **Operational Guidelines.** Mono County shall adhere to the Operational Guidelines as specified in the Network Provider Manual, attached hereto as Exhibit "A" and incorporated herein by this reference. Kings View shall timely update and notify Mono County of any revisions to the Operational Guidelines and/or the Network Provider Manual.

e. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, Mono County, or a qualified individual designated by Mono County, shall obtain the verbal and written informed consent of the patient or the patient's legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient's right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient's consent or if required by law or court order.

f. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, Mono County Behavioral Health shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care. County and Kings View understand and agree that the provision of such records is for "treatment purposes" within the meaning of the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations and state confidentiality laws including, but not limited to, applicable provisions of the Welfare and Institutions Code.

10. **Indemnification.** Mono County agrees to indemnify, defend, and hold harmless Kings View, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any

nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, Mono County Behavioral Health 's operations or its services hereunder, including any worker's compensation, suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement. Kings View agrees to indemnify, defend and hold harmless Mono County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, Kings View's operations or its services hereunder, including any worker's compensation suits, liability, or expense arising from or connected with services by any person (including Providers) pursuant to this Agreement.

11. **Kings View's Representations, Warranties, and Covenants.**

a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the Effective Date of this Agreement.

b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

12. **Mono County's Representations, Warranties, and Covenants.** Mono County has full approval, power, and authority to enter into this Agreement. Mono County will make all payments required by this Agreement.

13. **Termination.** Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place the Provider in another service provider placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than ninety (90) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the Provider assigned to serve Mono County immediately upon receipt of Mono County's written notice to terminate this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice for material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

14. **Confidentiality.** Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80, 84, 160 and 164 and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, and/or their

designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.

15. Medical Records.

a. **Ownership and Access.** All records contained in the patient files maintained by Mono County shall be the property of Mono County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient treated by a Provider during the Term, unless otherwise agreed to by Mono County. All records contained in the patient files maintained by Kings View shall be the property of Kings View, and Mono County shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient treated by a Provider during the Term, unless otherwise agreed to by the Kings View. In the event of a claim or challenge by a patient or any regulatory authority, Mono County Behavioral Health shall cooperate with Kings View by making the patient files in Mono County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with Mono County and make available patient files in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** Mono County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, Mono County shall make available, upon written request from Kings View, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Mono County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. Mono County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If Mono County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, Mono County shall notify Kings View of the nature and scope of such request, and Mono County shall make available, upon written request of Kings View, all such books, documents or records as allowed by law. Mono County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of Mono County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs. Kings View shall defend, indemnify and

hold free and harmless Mono County if any amount of reimbursement is denied or disallowed because of Kings View's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs

16. **Compliance.**

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each party acknowledges that it is subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code § § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).

b. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, Mono County has operated in compliance with all federal, state, and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** Mono County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of Mono County that contains information that identifies, or can reasonably be linked to the identity of, such individual ("PHI"), and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information. The parties warrant and agree that any PHI provided by Mono County to Kings View pursuant to this Agreement shall be utilized by Kings View for treatment purposes only.

d. **Health Care Compliance.** Mono County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct (“Governmental Rules and Regulations”), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider’s own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing or any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

17. **Books and Records.** For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto,

Mono County Behavioral Health agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, Mono County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If Mono County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, Mono County shall notify Kings View of the nature and scope of such request and Mono County shall make available, upon written request of Kings View, all such books, documents or records to the extent allowed by law. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

18. **Independent Contractor.** Kings View and its officers, Providers and employees, in the performance of this Agreement, are independent contractors in relation to Mono County and not officers or employees of Mono County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of Mono County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this Agreement. Kings View further represents to Mono County that Kings View has no expectation of receiving any benefits incidental to employment.

19. **Interest of Public Officials.** No officer, agent, or employee of Mono County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. **Waiver.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or Mono County.

21. **Entire Agreement.** This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

22. **Attorneys' Fees.** If Mono County or Kings View brings any legal action or seeks arbitration regarding any provision of this Agreement or arising directly or indirectly from this Agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire Agreement.

23. **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

24. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

25. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

26. **Assignment.** This Agreement shall be binding upon Mono County and its successors and assigns and upon the heirs, representatives, executors, and administrators of Mono County; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties, or obligations hereunder without the prior written consent of Mono County.

27. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

If to Mono County:

Mono County
Robin K. Roberts, MFT

P.O. Box 2619
Mammoth Lakes, CA 93546

If to Kings View:

Leon Hoover, CEO
Kings View Corporation
7170 N. Financial Drive, Ste 110
Fresno, CA 93720

28. **Discrimination.** Mono County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient’s status as a member of any other legally protected class.

29. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.

SIGNATURES

Approved by Mono County

Approved by Contractor

Larry K. Johnston, Chairman
Mono County Board of Supervisors

Leon Hoover CEO
Kings View Corporation

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager



Kings View Corporation

OPERATIONAL GUIDELINES FOR TELEPSYCHIATRY

Services will be provided at the following location:

Kings View Corporation
7170 North Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 Ext. 3000
(559) 256-1081 Fax
telepsychhelp@kingsview.org
Monday – Friday
8:00-5:00

DEFINITIONS

Remote Site Coordinator (RSC) - The person in the originating county (AKA: Network Subscriber) who will coordinate all Telepsychiatry appointments and clinical issues.

Hub Site Coordinator (HSC) - Kings View’s site coordinator (Letty) who will coordinate all Telepsychiatry appointments with the Network Subscribers and clinical issues.

Network Subscriber - The agency, entity, and/or county that has contracted with Kings View to receive Telepsychiatry Services at one or more sites local to the subscriber.

Consumers - Those participants/patients that meet target population requirements identified by the Network subscriber and have agreed to be treated using the teleconferencing modality.

PROCEDURE

- A. Initial request for services: Typical flow of consumer care shall proceed as follows:
1. A consumer/guardian requests services at the agency (“remote site”).
 2. Agency provides a full intake assessment (psychosocial), as defined in the CCR and other applicable laws.
 3. If it is determined that a psychiatric assessment is necessary and the consumer meets target population for this program, consumer is referred (with all the relevant information) to the Remote Site Coordinator (RSC) at the agency.
 4. The RSC sends the referral packet to the HUB Site Coordinator (see section “E”) at least two days prior to initial appointment, if possible.
 5. Remote Site Coordinator will schedule tentative appointment for the

client; the finalized schedule will need to be completed 2 days prior to session and sent to HUB Site (Kings View).

6. The HUB Site Coordinator will then:
 - a. Review submitted information.
 - b. Create Kings View copy chart.
 - c. Approve the scheduling of appointments by RS.
7. The Remote Site calls the Hub Site via the teleconferencing equipment and the appointment begins. RS has a case manager (or other qualified staff person) present during the appointment.
8. At the end of the appointment, Psychiatrist will indicate to Remote Site case manager or coordinator and consumer when to return for a follow up appointment.
9. RSC will schedule the return appointment with the consumer.
10. The physician's progress note is completed by the end of the business day and sent either electronically via secure means or faxed to the agency within 24 hours, and the original is placed in the chart at Kings Views Hub Site. A progressive physicians order along with copies of any prescriptions or lab orders will also be faxed/sent to the agency within 24 hours.
11. Medications are ordered in the following manner:
 - a. Prescriptions will be faxed by the Hub Site to the pharmacy of the consumer's choice, if unable to send electronically.
 - b. Security prescriptions are sent via courier (i.e., UPS) to the pharmacy of the consumer's choice.
 - c. When medication refills are needed, the consumer should contact their pharmacy they will then fax the doctor a written request for refill authorization. Please note: there is a 24-48 hour turn around time for refill authorizations.
12. Labs are ordered in the following manner:
 - a. HSC will fax requests directly to the designated laboratory.
13. For ongoing consumers, unscheduled interventions may be handled over the phone, email, through teleconferencing, etc. during normal business hours, by coordinating with the Hub Site Coordinator.
14. An initial video conference will take place to introduce the assigned Doctor to the County staff. Should there be a request to change Doctors Kings View will work with County to accommodate as best Kings View can, given existing Doctor's workload.

B. Ongoing requests for services:

1. Consumers will receive ongoing services from the same psychiatrist whenever possible. Scheduling will be done with the consumer and the site coordinators.
2. Treatment team members can participate in meetings regarding consumers, using the teleconferencing modality or by telephone. Consultation is welcomed and will follow the needs of the consumer.
3. Participation of entire families is considered a component of all treatment whenever possible. Permission of the consumer must be obtained.

C. Financial Responsibilities

The Network Subscriber in accordance with Medi-Cal guidelines will obtain financial eligibility, share of cost, and liability.

D. Crisis Intervention

In the event of an emergency or life-threatening situation, the remote site's standard crisis intervention plan should be initiated, up to and including dialing 911 if necessary.

E. Referral Packets

1. Referral Packets will be completed for each new consumer, and will include the following documents (if not available in Electronic Health Record – Anasazi):

- a. Application for Service
- b. Consent for Treatment using Teleconferencing Equipment
- c. Authorization for Release of Information
(to and from Kings View)
- d. Client's face sheet
- e. Receipt of Notice of Privacy Practices
- f. Financial Information Form
- g. Intake Assessment (Psychosocial)
- h. Individualized Service Plan
- i. Treatment summary from clinician
- j. Progress Note (most recent to supplement the clinical summary)
- k. Psychiatric Medications Treatment Plan
- l. Physicians Orders (most recent)
- m. History or other applicable information (summarized reports are preferred)

F. Referral for Medication

Many consumers with severe mental disorders will benefit from medication treatment and should be referred for medication evaluation, unless the consumer is unwilling or the mental disorder is mild. The psychiatrist may request some brief clinical information to be used to prioritize appointments when a shortage of psychiatric resources develops. Assessment paperwork must be completed before the consumer is seen. This will facilitate the psychiatric evaluation and eliminate duplication of clinical interview questions.

G. Release of Information

A release of information will be needed to transfer documents from Network Subscriber to Kings View. An additional release will be needed that allows Kings View to release information to the Network Subscriber. For documents that are considered "third party" documents, a summary of relevant information from the

referring staff will be helpful.

H. Medical Records

- a. The RS and HS will maintain a FAX machine for transmitting PHI for use in Telepsychiatry that is in a secure, protected area.
- b. All Telemedicine information transmitted during the visit must become part of the consumer's medical records.
- c. The RS and HS are responsible for maintaining their own medical record/chart of the client that documents their billable contacts and services provided and store the chart in a confidential area.

RESPONSIBILITIES

Psychiatrists: Review and confirm information on Medical History Questionnaire; review assessment information and diagnosis; make note of all diagnostic changes in progress notes. Advise consumer of medication side effects and contraindications. Consult with Remote site staff and HUB site staff in order to provide continuity of care and professionalism. Provide prescriptions for psychotropic medications as needed. Provide psychiatric services via teleconferencing modality. Follow Medication Monitoring Plan per Kings View policy.

Site Coordinators: Organize consumers' charts, appointments, and evaluations. Assist doctors with needs. Fax and post records and organize all statistical data. Facilitate all critical care issues with consumers, doctors and remote site providers.

Executive Director for Telepsychiatry: Assist with problem solving, consumer care, agreement questions (i.e., contract terms), compliance issues and facilitation of ongoing service provision and new subscribers. Supervise or facilitate all training at new sites, site visits and evaluation reviews. Submit all monthly statistical data to Executive Director for County.

Management of Information Systems (MIS) Coordinator: Assist with all trouble shooting issues and technology problems. Assist with installation of equipment and training of remote site staff on technology. Available during all normal business hours Monday - Friday 8:00 a.m. to 5:00 p.m.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Department of California Highway
Patrol

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Information from the CHP dated October 13, 2015 regarding incident at U.S. Highway 395, north of State Route 270 that occurred on October 10, 2014. The information includes a Hazardous Materials Incident Report.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[10-13-14 CHP Rpt](#)

History

Time	Who	Approval
10/20/2014 11:13 AM	Clerk of the Board	Yes

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

125 Main Street
P.O. Box 158
Bridgeport, California 93517
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



October 13, 2014

File No.: 820.12669.15013

RE: US-395, north of State Route (SR) 270/Proposition 65 Notice

Mono County Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, California 93517

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding a hazardous materials spill that occurred on October 10, 2014, at approximately 0350 hours. The spill originated from a tractor/trailer combination that left the roadway at US-395, north of SR-270, coming to rest in Virginia Creek. It is estimated approximately 15 gallons of diesel fuel, 10 gallons of motor oil and five gallons of urea (diesel fuel additive) were spilled into the waters of Virginia Creek. The registered owner of the tractor/trailer combination was identified as DSD Trucking.


The California Highway Patrol, California Department of Transportation, Bridgeport Fire Department and numerous other local allied agencies responded to mitigate the spill. DSD Trucking contracted with Clean Harbors Environmental Services to conduct clean-up efforts. Once the vehicle was removed and the roadway reopened, incident command responsibilities were transferred to the California Department of Fish and Wildlife. The scene was declared safe on October 12, 2014, at approximately 1438 hours.

The California Highway Patrol Bridgeport Area is currently conducting a collision investigation regarding this incident.



This report is submitted on behalf of all designated employees of the California Highway Patrol. If you have any questions regarding this incident, please contact Sergeant R. West, at (760) 932-7995.

Sincerely,

 SGT. 158227 / FCR
R. D. COHAN, Lieutenant
Commander

Enclosure

HAZARDOUS MATERIALS CONFIRMED

Original Change Delete Yes No

A AGENCY NAME California Highway Patrol	AGENCY I.D. NUMBER 66	AGENCY INCIDENT NUMBER (HQ. USE)	AGENCY PHONE NUMBER (916) 843-3400	OES CONTROL NUMBER 14-5768
B INCIDENT DATE (MONTH, DAY, YEAR) 10/10/2014	TIME NOTIFIED 03:52	TIME COMPLETED 19:24	DATE COMPLETED (IF DIFFERENT) 10/12/2014	
C INCIDENT ADDRESS/LOCATION US Highway 395 N/B, North of SR 270	CITY/COMMUNITY Unincorporated	COUNTY Mono	ZIP CODE 93517	
WEATHER (CHECK BEST DESCRIPTION) <input type="checkbox"/> 5 Hail <input type="checkbox"/> 6 Electrical storm <input type="checkbox"/> 7 Fog <input checked="" type="checkbox"/> 1 Clear <input type="checkbox"/> 3 Rain <input type="checkbox"/> 4 Snow <input type="checkbox"/> 8 High wind <input type="checkbox"/> 9 Other <input type="checkbox"/> 40 Unknown				
EST. TEMPERATURE 38				
PROPERTY USE (SEE CODES BELOW) 099		SURROUNDING AREA (SEE CODES BELOW) 099		
PROPERTY MANAGEMENT <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Unknown				
D PROPERTY USE AND SURROUNDING AREA TYPE CODES				
100 Public Assembly 650 Agricultural 936 Vacant lot 962 County/City road 200 Educational 700 Manufacturing 941 Open sea 963 Private road 300 Health care 762 Hazmat chem mfg 942 Harbor/Port 965 Rest stop/vista point 400 Residential 767 Petroleum refinery 946 Lake/Pond/River 966 Scale/inspection facility 500 Mercantile, Business 800 Storage 950 Railroad 099 Other (explain in Comments) 600 Industrial, Utility 931 Open land 961 Freeway				
E RELEASE FACTORS (CHECK BEST DESCRIPTION(S))		TYPE OF EQUIPMENT INVOLVED		MOBILE PROPERTY TYPE
<input type="checkbox"/> 11 Intentional act <input type="checkbox"/> 70 Operational deficiency <input type="checkbox"/> 12 Suspicious act <input checked="" type="checkbox"/> 71 Collision/overturn <input type="checkbox"/> 30 Failure to control hazmat <input type="checkbox"/> 80 Natural condition <input type="checkbox"/> 31 Abandoned <input type="checkbox"/> 94 Fire/explosion <input type="checkbox"/> 40 Misuse of hazmat <input type="checkbox"/> 98 No release <input type="checkbox"/> 50 Mechanical failure <input type="checkbox"/> 99 Other _____ <input type="checkbox"/> 60 Design, construction installation deficiency <input type="checkbox"/> 00 Undetermined		<input type="checkbox"/> 10 Heating systems <input type="checkbox"/> 30 Air condition/refrig <input type="checkbox"/> 77 Chem processing equipment <input type="checkbox"/> 78 Waste recovery equipment <input type="checkbox"/> 96 Hazmat transfer equipment <input checked="" type="checkbox"/> 97 Vehicle fuel system <input type="checkbox"/> 98 No equipment involved <input type="checkbox"/> 99 Other _____ <input type="checkbox"/> 00 Undetermined		<input type="checkbox"/> 10 Passenger vehicle/road <input checked="" type="checkbox"/> 20 Freight vehicle/road <input type="checkbox"/> 30 Rail transport vehicle <input type="checkbox"/> 40 Water transport vessel <input type="checkbox"/> 50 Air transport vessel <input type="checkbox"/> 60 Heavy equip. indust./agri <input type="checkbox"/> 98 No mobile property involved <input type="checkbox"/> 99 Other _____ <input type="checkbox"/> 00 Undetermined
F ACTION TAKEN (CHECK ONE OR MORE)				
<input type="checkbox"/> 31 Rescue, remove from harm <input type="checkbox"/> 42 ID/analysis of hazmat <input type="checkbox"/> 32 Extrication, disentanglement <input type="checkbox"/> 43 Evacuation <input type="checkbox"/> 33 Emergency medical services <input checked="" type="checkbox"/> 44 Establish safe area <input type="checkbox"/> 35 Search <input type="checkbox"/> 45 Monitor <input type="checkbox"/> 36 Transport <input type="checkbox"/> 46 Decon-person/equip. <input type="checkbox"/> 41 Remove hazard (neutralized) <input type="checkbox"/> 47 Decon-area (clean up) <input type="checkbox"/> 48 Contain/control hazmat		<input type="checkbox"/> 61 Crowd control <input checked="" type="checkbox"/> 62 Traffic control <input checked="" type="checkbox"/> 63 Notify other agency <input checked="" type="checkbox"/> 64 Provide public information <input checked="" type="checkbox"/> 71 Investigate <input type="checkbox"/> 73 Shut down system <input type="checkbox"/> 82 Secure property		<input type="checkbox"/> 92 Refer to proper authority <input type="checkbox"/> 97 Hazmat response, material determined to be non-hazardous <input type="checkbox"/> 98 No action taken <input checked="" type="checkbox"/> 99 Other <u>Roadway Closure</u>
G CHEMICAL NAME OR TRADE NAME (PRINT OR TYPE)				
Motor Oil		DOT ID NUMBER 1270	DOT HAZARD CLASS 3	CASE NUMBER
PHYSICAL STATE STORED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas	PHYSICAL STATE RELEASED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas	QUANTITY RELEASED (LBS., GAL., ETC.) 10 gals	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> 1 Air <input checked="" type="checkbox"/> 2 Water <input type="checkbox"/> 3 Ground <input type="checkbox"/> 9 Other	EXTENT OF RELEASE (SEE CODES [1] BELOW) 7
CONTAINER DESCRIPTION <input type="checkbox"/> 1 Fixed <input type="checkbox"/> 2 Portable <input checked="" type="checkbox"/> 3 Mobile	CONTAINER TYPE (SEE CODES [2] BELOW) <input type="checkbox"/> 1 Insulated <input type="checkbox"/> 2 Pressurized <input type="checkbox"/> 3 Armored 41	LEVEL OF CONTAINER (SEE CODES [3] BELOW) 30	CONTAINER MATERIAL (SEE CODES [4] BELOW) 2	CONTAINER CAPACITY (LBS., GAL., ETC.) 10 gals
CHEMICAL NAME OR TRADE NAME (PRINT OR TYPE)				
Diesel Fuel		DOT ID NUMBER 1202	DOT HAZARD CLASS 3	CASE NUMBER
PHYSICAL STATE STORED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas	PHYSICAL STATE RELEASED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas	QUANTITY RELEASED (LBS., GAL., ETC.) 15 gals	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> 1 Air <input checked="" type="checkbox"/> 2 Water <input type="checkbox"/> 3 Ground <input type="checkbox"/> 9 Other	EXTENT OF RELEASE (SEE CODES [1] BELOW) 7
CONTAINER DESCRIPTION <input type="checkbox"/> 1 Fixed <input type="checkbox"/> 2 Portable <input checked="" type="checkbox"/> 3 Mobile	CONTAINER TYPE (SEE CODES [2] BELOW) <input type="checkbox"/> 1 Insulated <input type="checkbox"/> 2 Pressurized <input type="checkbox"/> 3 Armored 41	LEVEL OF CONTAINER (SEE CODES [3] BELOW) 30	CONTAINER MATERIAL (SEE CODES [4] BELOW) 2	CONTAINER CAPACITY (LBS., GAL., ETC.) 200 gals
EXTENT OF RELEASE CODES (1)		CONTAINER TYPE CODES (2)		LEVEL OF CONTAINER CODES (3)
1 Confined to vehicle/equipment 2 Confined to room of origin 3 Confined to floor of origin 4 Confined to structure of origin 6 Confined to property use of origin 7 Release beyond property use of origin 8 NO RELEASE 9 Other (explain in Comments) 0 Undetermined		11 Drum 12 Cylinder 13 Can or bottle 14 Carboy 15 Box or carton 16 Bag 21 Tank or silo (including vehicle cargo tanks) 22 Pipe 24 Machinery or process equipment 31 Sump/Pit 32 Pond or surface impoundment		11 Ground level 30 Above ground 40 Below ground 33 Well 41 Vehicular fuel tank 98 NO CONTAINER 99 Other (explain in Comments) 00 Undetermined
				CONTAINER MATERIAL CODES (4)
				1 Iron and iron alloys 2 Aluminum and aluminum alloys 3 Copper and copper alloys 4 Plastic (includes fiberglass), rigid 5 Plastic, flexible 6 Wood, paper, and cellulose products 7 Glass 9 Other (explain in Comments) 0 Undetermined
REPORTING OFFICER NAME/RANK/I.D. NO. (PRINT OR TYPE) R. West/Sergeant/15013			DATE 10/12/2014	COMMENTS ON ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

H MORE THAN TWO SUBSTANCES INVOLVED (LIST ADDITIONAL INFORMATION ON CHP 556) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																															
I SPECIAL STUDIES - LOCAL USE 1. A B C D 2. A B C D 3. A B C D					SPECIAL STUDIES - STATE USE 4. A B C D 5. A B C D 6. A B C D																																										
J HAZMAT IDENTIFICATION SOURCES (CHECK BEST DESCRIPTION(S)) <input checked="" type="checkbox"/> 19 On-site fire services ___ 58 Tox center ___ 78 Shipping papers ___ 25 Private info source ___ 59 Chemtrec ___ 87 Computer software ___ 29 Off-site fire services <input checked="" type="checkbox"/> 71 DOT manual ___ 98 No reference ___ 40 On-site non-fire services ___ 73 MSDS material used ___ 60 Off-site non-fire services ___ 75 Placards/signs ___ 99 Other _____ ___ 54 Chemist							HAZMAT CASUALTIES NO. OF DECON./ EXPOSED NO. OF INJURIES NO. FATALITIES Responding agency personnel 0 0 0 Others 0 0 0																																								
K VEHICLE MAKE/YEAR International/2014		VEHICLE LICENSE NO. 2196786		STATE IN		VEHICLE I.D. NO. (VIN) 3HSDJAPR3EN023805		CA/DOT/PUC/ICC NO. 044855		COMPANY NAME DSD Trucking																																					
L JUDICIAL DISTRICT Mono Superior				BEAT 22		NCIC NUMBER 9820		PLACARDS REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		PHOTOGRAPHS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																					
M MILEPOST INFORMATION <input checked="" type="checkbox"/> 524 Feet North of milepost 395 MNO 70.50						TIME O.E.S. NOTIFIED 04:42		TIME CALTRANS/COUNTY ROADS NOTIFIED 04:10																																							
<input type="checkbox"/> At intersection with <input checked="" type="checkbox"/> Or: 0.7 Feet/miles M/N of SR 270																																															
N CARRIER'S NAME DSD Trucking								PHONE NUMBER (INCLUDE AREA CODE) (310) 725-1997																																							
ADDRESS (INCLUDE CITY, STATE AND ZIP CODE) 8840 Bellanca Avenue, Los Angeles, CA 90045																																															
O DRIVER'S NAME Marcos Padilla						LICENSE NUMBER AND STATE C4514213			PHONE NUMBER (INCLUDE AREA CODE) (323) 363-0181																																						
ADDRESS (INCLUDE CITY, STATE AND ZIP CODE) 15502 S. Verendo Avenue, Gardena, CA 90247																																															
P Enter at least one of either the CHP, DOT, PUC, or ICC number.			CHP NUMBER						PUC NUMBER																																						
			CA			0	4	4	8	5	5	T																																			
			DOT NUMBER						ICC NUMBER																																						
			US			4	6	5	7	4	3	MC																																			
Q If applicable, enter cargo tank specification number and/or at least one of the following: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="6"> CARGO TANK SPECIFICATION NUMBER </td> <td colspan="6"> 1. CHP cargo tank registration number (CT. . .) </td> </tr> <tr> <td colspan="6"> DOT-E </td> <td colspan="6"> 2. DHS Waste Hauler Compliance Sticker number </td> </tr> <tr> <td colspan="6"> MC/DOT </td> <td colspan="6"></td> </tr> </table>												CARGO TANK SPECIFICATION NUMBER						1. CHP cargo tank registration number (CT. . .)						DOT-E						2. DHS Waste Hauler Compliance Sticker number						MC/DOT											
CARGO TANK SPECIFICATION NUMBER						1. CHP cargo tank registration number (CT. . .)																																									
DOT-E						2. DHS Waste Hauler Compliance Sticker number																																									
MC/DOT																																															
R CITATION ISSUED OR COMPLAINT TO BE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not determined						OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No																																									
PRIMARY CAUSE OF INCIDENT <input type="checkbox"/> Violation 34506(b) VC/C.C.R. Section						DID WEATHER CONTRIBUTE TO EITHER CAUSE AND/OR SEVERITY OF INCIDENT? <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No																																									
<input checked="" type="checkbox"/> Other Code violation California Vehicle Code Section 22107						AFTER ACTION REPORT REQUIRED? (REFER TO G.O. 100.79) <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No																																									
<input type="checkbox"/> Other cause*						COLLISION REPORT MADE? <input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No			NUMBER 2014.10.0011																																						
S DATE AND TIME SCENE DECLARED SAFE 10/12/2014 14:38				BY WHOM (NAME, TITLE AND AGENCY) Daniel Orr, Chemist, Fish and Wildlife																																											
ROAD CLOSURE <input type="checkbox"/> None <input type="checkbox"/> Full--Hours: <input checked="" type="checkbox"/> Partial--Hours: 10 <input type="checkbox"/> Alternative route--Hours:																																															
T Complete narrative on CHP 556 ELEMENTS (AS APPLICABLE): (IF MORE THAN ONE CARRIER OR MORE THAN THREE COMMODITIES ARE INVOLVED, INCLUDE ADDITIONAL INFORMATION IN NARRATIVE.) 1. Sequence of events 3. Evacuation details 5. Cleanup actions 7. CHP personnel data--name, rank, I.D. no., function, exposure, hours 2. Road closures 4. Environmental impact 6. Actions of other agencies																																															
R. PREPARER'S NAME, RANK, AND I.D. NUMBER West, Sergeant, ID 15013				DATE 10/12/2014		REVIEWER'S NAME, RANK, AND I.D. NUMBER R.D. Cohan, Lieutenant, ID 12669				DATE 10/12/2014																																					



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Finance

TIME REQUIRED 5 minutes (2 minute presentation; 3 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Quarterly Investment Report & Monthly Transaction Report

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Treasury Status Report for the quarter ended September 30, 2014 and Monthly Transaction Report for the month ended September 30, 2014.

RECOMMENDED ACTION:

Recieve and review treasury reports, provide feedback and direct questions to the County Finance Director.

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Quarterly Investment Report](#)

History

Time

Who

Approval

10/28/2014 7:47 AM	County Administrative Office	Yes
10/28/2014 12:03 PM	County Counsel	Yes
10/27/2014 6:36 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO


Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: November 4, 2014
To: Honorable Board of Supervisors
County Administrative Officer
Treasury Pool Participants
From: Leslie L. Chapman, CPA
Finance Director 
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2014 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par and dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Transaction Summary by Action** - Shows the investment transactions for the month of September in accordance with Government Code §53607.
- **Distribution by Security Sector – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Market Value** – Makes it easy to see whether no more than 60% of the portfolio is invested beyond 12 months as stated in Section VIII of the Mono County Investment Policy.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows that the current mix of cash and investments is stable and consistent when compared to prior months and particularly the same time last year.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, that the county pool is performing twice as well as two year US Treasuries and almost four times better than the California Local Agency Investment Fund (LAIF).

The County also has monetary assets held outside the County Treasury including:

- The Sheriff’s Department has two accounts: the Civil Trust Account and the Sheriff Revolving Fund. The balances in these accounts as of September 30, 2014 were \$28,356.94 and \$3,582.21 respectively.
- Solid Waste has an account that is required by California Integrated Waste as security for a zero interest loan. The County is required to maintain a balance equal to two months’ payments. The balance in this account as of September 30, 2014 was \$74,312.09.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$12,206,142.10 as of July 31, 2014. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2014.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$60,116,523.46, and the market value was \$59,970,831.57 (calculated by Union Bank) or 99.76% of cost. Market value does not include accrued interest which was \$150,538.13 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2013	3/31/2014	6/30/2014	9/30/2014
Average Daily Balance	\$69,809,650	\$68,233,786	\$70,192,936	\$59,821,644
Earned Interest (including accruals)	\$183,153	\$144,686	\$159,672	\$144,953
Earned Interest Rate	.9607%	.856%	.9124%	.9613%
Number of Days in Quarter	92	90	91	92
Interest Received	\$164,652	\$124,871	\$207,453	\$116,590
Administration Costs	\$10,498	\$8,166	\$10,243	\$9,638
Net Interest for Apportionment	\$154,154	\$116,705	\$197,210	\$106,953



Mono County
Portfolio Holdings by Security Sector
As of September 30, 2014

Description	Settlement Date	Cost Basis	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Cash											
Oak Valley Bank Cash	2/28/2009	4,965,867.76	4,965,867.76	4,965,867.76	0.346	0.346	N/A	1	None	0	8.26
Sub Total / Average		4,965,867.76	4,965,867.76	4,965,867.76	0.346	0.346		1		0	8.26
Certificate Of Deposit											
Sovereign Bank 0.75 10/14/2014	10/11/2012	250,000.00	250,000.00	250,037.50	0.75	0.75	10/14/2014	14	None	883.56	0.42
Goldman Sachs Bank 0.95 4/10/2015	10/10/2012	250,000.00	250,000.00	250,582.50	0.95	0.95	4/10/2015	192	None	1,125.68	0.42
GE Capital Bank, UT 0.9 4/13/2015	10/12/2012	250,000.00	250,000.00	250,525.00	0.9	0.9	4/13/2015	195	None	1,054.11	0.42
American Express 1.7/13/2015	10/11/2012	250,000.00	250,000.00	251,022.50	1	1	7/13/2015	286	None	1,178.08	0.42
Ally Bank of Utah 1.1 9/21/2015	9/19/2012	250,000.00	250,000.00	251,365.00	1.1	1.1	9/21/2015	356	None	82.88	0.42
Sallie Mae Bank, UT 1.05 10/26/2015	11/14/2012	250,000.00	250,000.00	251,275.00	1.05	1.05	10/26/2015	391	None	1,143.49	0.42
First Bank Puerto Rico 0.9 11/23/2015	11/21/2012	250,000.00	250,000.00	250,542.50	0.9	0.9	11/23/2015	419	None	55.48	0.42
Discover Bank 1.25 9/19/2016	9/19/2012	250,000.00	250,000.00	252,090.00	1.25	1.25	9/19/2016	720	None	94.18	0.42
Sub Total / Average		2,000,000.00	2,000,000.00	2,007,440.00	0.988	0.988		322		5,617.46	3.33
Corporate											
Wells Fargo 3.75 10/1/2014	10/12/2011	500,027.65	500,000.00	500,000.00	3.75	1.67	10/1/2014	1	Moody's-A2	9,322.92	0.83
Microsoft Corp 1.625 9/25/2015	5/1/2012	504,991.30	500,000.00	506,660.00	1.625	0.6	9/25/2015	360	Moody's-Aaa	112.85	0.84
General Electric Cap Corp 2.25 11/9/2015	10/10/2012	507,286.40	500,000.00	508,800.00	2.25	0.914	11/9/2015	405	S&P-AA+	4,406.25	0.84
General Electric Cap Corp 2.25 11/9/2015	7/23/2012	505,245.05	500,000.00	508,800.00	2.25	1.28	11/9/2015	405	S&P-AA+	4,406.25	0.84
Pfizer Inc 0.9 1/15/2017-14	1/15/2014	498,535.79	500,000.00	498,495.00	0.9	1.03	1/15/2017	838	Moody's-A1	937.5	0.83
US Bancorp 1.65 5/15/2017	5/11/2012	501,238.07	500,000.00	504,550.00	1.65	1.551	5/15/2017	958	Moody's-A1	3,093.75	0.83
Union Bank 2.125 6/16/2017	1/9/2013	510,548.18	500,000.00	508,060.00	2.125	1.322	6/16/2017	990	Moody's-A2	3,069.44	0.85
Intel Corp 1.35 12/15/2017-14	5/27/2014	502,031.59	500,000.00	498,380.00	1.35	1.22	12/15/2017	1172	Moody's-A1	1,968.75	0.84
Wells Fargo 1.5 1/16/2018	5/14/2013	502,079.51	500,000.00	497,100.00	1.5	1.369	1/16/2018	1204	Moody's-A2	1,541.67	0.84
Allergan Inc 1.35 3/15/2018-14	2/24/2014	495,826.02	500,000.00	485,260.00	1.35	1.6	3/15/2018	1262	S&P-AA+	281.25	0.82
General Electric Cap Corp 1.625 4/2/2018	5/14/2013	504,832.29	500,000.00	499,105.00	1.625	1.339	4/2/2018	1280	Moody's-A1	4,017.36	0.84
Apple Inc 1.5/3/2018	5/15/2013	498,048.68	500,000.00	487,660.00	1	1.112	5/3/2018	1311	Moody's-Aa1	2,041.67	0.83
Sub Total / Average		6,030,690.53	6,000,000.00	6,002,870.00	1.783	1.25		848		35,199.66	10.03
Local Government Investment Pool											
Local Agency Investment Fund LGIP-Quarterly	7/1/2014	15,500,302.96	15,500,302.96	15,500,302.96	0.246	0.246	N/A	1	NR	7,583.54	25.78
Sub Total / Average		15,500,302.96	15,500,302.96	15,500,302.96	0.246	0.246		1		7,583.54	25.78
Municipal											
Gilroy Unified School CA 3.96 4/1/2015	6/30/2011	487,187.48	485,000.00	490,592.05	3.96	3.002	4/1/2015	183	Moody's-Aa3	9,549.65	0.81
Fresno Pension OB 4.408 8/15/2015	5/11/2012	511,454.27	500,000.00	511,415.00	4.408	1.7	8/15/2015	319	S&P-AA-	2,755.00	0.85
Oceanside CA ISD 4.5 5/1/2016	7/23/2012	1,044,081.80	995,000.00	1,039,446.65	4.5	1.3	5/1/2016	579	Moody's-Aa3	18,531.88	1.74
Oceanside CA ISD 4.5 5/1/2016	6/3/2011	453,177.75	445,000.00	464,878.15	4.5	3.237	5/1/2016	579	Moody's-Aa3	8,288.12	0.75
La Mesa Spring Valley SD 1.886 8/1/2017	5/1/2014	502,546.40	500,000.00	502,320.00	1.886	1.7	8/1/2017	1036	Moody's-A1	1,545.47	0.84
Lake Tahoe Unified School District 0 8/1/2017	11/19/2013	625,662.78	650,000.00	619,099.00	0	1.3	8/1/2017	1036	Moody's-A1	0	1.04
Solano Co Community College 1.384 8/1/2017	5/27/2014	251,970.36	250,000.00	248,855.00	1.384	1.1	8/1/2017	1036	Moody's-Aa3	567.06	0.82
Union School District CA 1.573 9/1/2017	11/29/2012	503,851.52	500,000.00	503,315.00	1.573	1.3	9/1/2017	1067	Moody's-Aa2	633.57	0.84
El Monte CA School District GO 1.698 5/1/2018	6/12/2014	503,081.09	500,000.00	500,950.00	1.698	1.521	5/1/2018	1309	S&P-AA	2,547.00	0.84
Sub Total / Average		4,884,013.45	4,825,000.00	4,880,870.85	2.839	1.745		767		44,417.75	8.12

Description	Settlement Date	Cost Basis	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
US Agency											
FHLMC 0.625 11/1/2016	10/19/2012	1,998,747.31	2,000,000.00	1,994,420.00	0.625	0.655	11/1/2016	763	Moody's-Aaa	5,173.61	3.32
FHLB 0.55 11/7/2016	5/7/2013	1,999,699.61	2,000,000.00	1,993,320.00	0.55	0.557	11/7/2016	769	Moody's-Aaa	4,369.44	3.33
FHLMC 1.1 9/26/2017-14	12/26/2013	1,745,117.88	1,750,000.00	1,741,670.00	1.1	1.196	9/26/2017	1092	Moody's-Aaa	213.89	2.9
FNMA Step 11/8/2017-13	11/8/2012	2,000,000.00	2,000,000.00	1,984,300.00	0.7	1.019	11/8/2017	1135	Moody's-Aaa	5,522.22	3.33
FNMA Step 11/15/2017-13	11/15/2012	1,999,061.88	2,000,000.00	1,987,280.00	0.7	0.991	11/15/2017	1142	Moody's-Aaa	5,250.00	3.33
FNMA Step 11/21/2017-13	11/21/2012	2,000,000.00	2,000,000.00	1,998,000.00	0.75	1.119	11/21/2017	1148	S&P-AA+	5,375.00	3.33
FNMA Step 12/13/2017-13	12/13/2012	1,999,333.63	2,000,000.00	1,988,680.00	0.7	1.059	12/13/2017	1170	Moody's-Aaa	4,161.11	3.33
FNMA Step 12/28/2017-13	12/28/2012	2,000,000.00	2,000,000.00	1,996,260.00	0.75	1.044	12/28/2017	1183	Moody's-Aaa	3,916.67	3.33
FNMA Step 12/27/2017-13	12/27/2012	2,000,000.00	2,000,000.00	1,992,140.00	0.75	1.08	12/27/2017	1184	Moody's-Aaa	3,875.00	3.33
FNMA Step 1/22/2018-13	1/24/2013	1,999,004.93	2,000,000.00	1,992,740.00	0.7	1.124	1/22/2018	1210	S&P-AA+	2,644.44	3.33
FNMA Step 2/28/2018-13	2/28/2013	1,999,317.09	2,000,000.00	1,989,160.00	1	1.222	2/28/2018	1247	None	1,777.78	3.33
FHLMC 1.32 2/28/2018-14	5/28/2014	1,500,000.00	1,500,000.00	1,495,515.00	1.32	1.32	2/28/2018	1247	Moody's-Aaa	1,760.00	2.5
FFCB 1.25 6/4/2018-13	6/4/2013	1,995,366.43	2,000,000.00	1,965,980.00	1.25	1.315	6/4/2018	1343	Moody's-Aaa	8,055.56	3.32
FHLB 1.5 6/29/2018-14	6/30/2014	1,500,000.00	1,500,000.00	1,494,015.00	1.5	1.5	6/29/2018	1368	Moody's-Aaa	5,625.00	2.5
Sub Total / Average		26,735,648.76	26,750,000.00	26,613,480.00	0.864	1.073		1137		57,719.72	44.47
Total / Average		60,116,523.46	60,041,170.72	59,970,831.57	0.918	0.869		664		150,538.33	100



Mono County Transaction Summary by Action All Portfolios

Begin Date: 8/31/2013, End Date: 9/30/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	9/6/2013	3133ECZ31	2,000,000.00	FFCB 1.41 9/6/2017	99.29	1,985,780.00	0.00	1.59	1,985,780.00
Subtotal			2,000,000.00			1,985,780.00	0.00		1,985,780.00
Deposit	9/4/2013	LAIF6000	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	9/20/2013	OAKVALLEY0670	276.39	Oak Valley Bank Cash	100.00	276.39	0.00	0.00	276.39
Deposit	9/30/2013	LAIF6000	6,242.46	Local Agency Investment Fund LGIP	100.00	6,242.46	0.00	0.00	6,242.46
Deposit	9/30/2013	OAKVALLEY0670	1,296.56	Oak Valley Bank Cash	100.00	1,296.56	0.00	0.00	1,296.56
Deposit	9/30/2013	OAKVALLEY0670	11,172,988.35	Oak Valley Bank Cash	100.00	11,172,988.35	0.00	0.00	11,172,988.35
Subtotal			14,180,803.76			14,180,803.76	0.00		14,180,803.76
Total Buy Transactions			16,180,803.76			16,166,583.76	0.00		16,166,583.76
Interest/Dividends									
Interest	9/1/2013	906573FA3	0.00	Union School District CA 1.573 9/1/2017		0.00	3,932.50	0.00	3,932.50
Interest	9/1/2013	359817BR3	0.00	Fullerton Redevelopment Agency CA 4 9/1/2014		0.00	28,500.00	0.00	28,500.00
Interest	9/1/2013	359817BQ5	0.00	Fullerton Redev 3.5 9/1/2013		0.00	10,062.50	0.00	10,062.50
Interest	9/1/2013	54242VEK8	0.00	Long Beach Pension CA 5.09 9/1/2014		0.00	12,725.00	0.00	12,725.00
Interest	9/13/2013	136069DP3	0.00	Canadian Imperial Bank 1.45 9/13/2013		0.00	3,625.00	0.00	3,625.00
Interest	9/17/2013	2027A0FQ7	0.00	Commonwealth Bank of Australia 2.125 3/17/2014		0.00	5,312.50	0.00	5,312.50
Interest	9/19/2013	254671GK0	0.00	Discover Bank 1.25 9/19/2016		0.00	1,575.34	0.00	1,575.34
Interest	9/19/2013	795450PF6	0.00	Sallie Mae Bank, UT 0.85 9/19/2014		0.00	1,071.23	0.00	1,071.23
Interest	9/19/2013	02005QS46	0.00	Ally Bank of Utah 1.1 9/21/2015		0.00	1,386.30	0.00	1,386.30
Interest	9/20/2013	3136G1G94	0.00	FNMA Step 3/20/2018-13		0.00	5,000.00	0.00	5,000.00
Interest	9/20/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	276.39	0.00	276.39
Interest	9/21/2013	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	191.10	0.00	191.10
Interest	9/25/2013	594918AG9	0.00	Microsoft Corp 1.625 9/25/2015		0.00	4,062.50	0.00	4,062.50
Interest	9/29/2013	59217GAC3	0.00	MetLife Global 2.5 9/29/2015		0.00	7,437.50	0.00	7,437.50
Interest	9/30/2013	LAIF6000	0.00	Local Agency Investment Fund LGIP		0.00	6,242.46	0.00	6,242.46
Interest	9/30/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,296.56	0.00	1,296.56
Subtotal			0.00			0.00	92,696.88		92,696.88



Mono County Transaction Summary by Action All Portfolios

Begin Date: 8/31/2013, End Date: 9/30/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Interest/Dividends			0.00			0.00	92,696.88		92,696.88
Sell Transactions									
Matured	9/1/2013	359817BQ5	575,000.00	Fullerton Redev 3.5 9/1/2013	0.00	575,000.00	0.00	0.00	575,000.00
Matured	9/1/2013	68428LBV5	1,260,000.00	Orange County CA 0.8 9/1/2013	0.00	1,260,000.00	0.00	0.00	1,260,000.00
Matured	9/13/2013	136069DP3	500,000.00	Canadian Imperial Bank 1.45 9/13/2013	0.00	500,000.00	0.00	0.00	500,000.00
Subtotal			2,335,000.00			2,335,000.00	0.00		2,335,000.00
Withdraw	9/27/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	9/30/2013	OAKVALLEY0670	10,842,039.83	Oak Valley Bank Cash	0.00	10,842,039.83	0.00	0.00	10,842,039.83
Subtotal			12,842,039.83			12,842,039.83	0.00		12,842,039.83
Total Sell Transactions			15,177,039.83			15,177,039.83	0.00		15,177,039.83

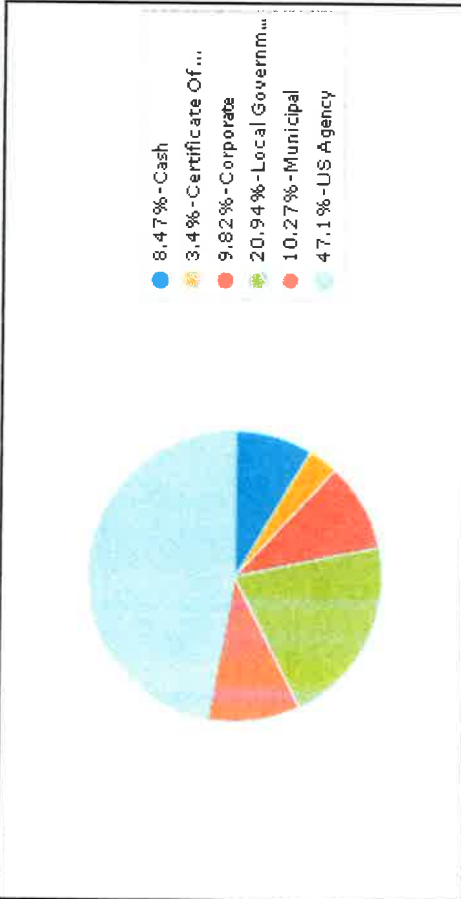


Mono County Distribution by Security Sector - Market Value All Portfolios

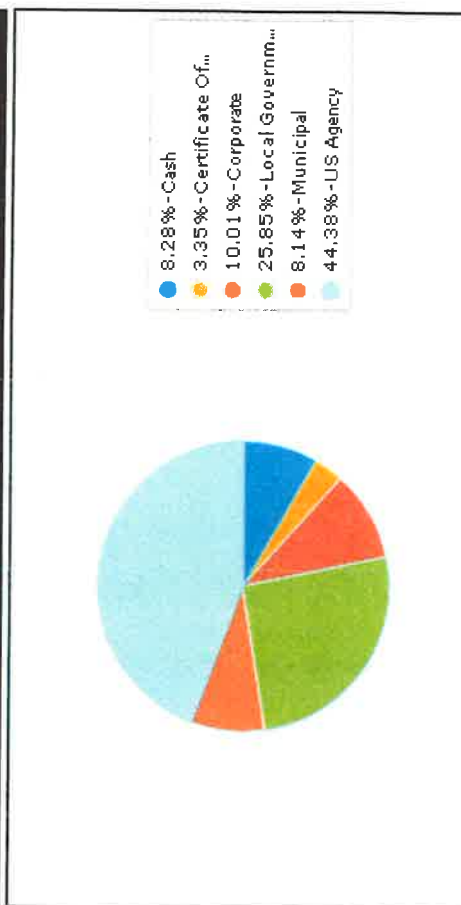
Begin Date: 6/30/2014, End Date: 9/30/2014

Security Sector Allocation			
Security Sector	Market Value 6/30/2014	% of Portfolio 6/30/2014	Market Value 9/30/2014
Cash	5,632,402.76	8.47	4,965,867.76
Certificate Of Deposit	2,260,370.00	3.40	2,007,440.00
Corporate	6,526,345.00	9.82	6,002,870.00
Local Government Investment Pool	13,917,767.68	20.94	15,500,302.96
Municipal	6,825,885.75	10.27	4,880,870.85
US Agency	31,310,577.80	47.10	26,613,480.00
Total / Average	66,473,348.99	100.00	59,970,831.57

Portfolio Holdings as of 6/30/2014



Portfolio Holdings as of 9/30/2014



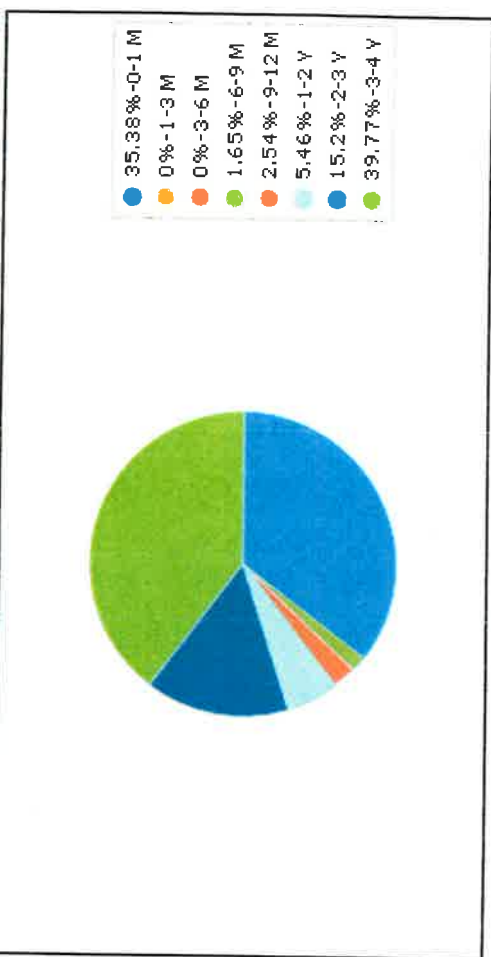


Mono County Distribution by Maturity Range - Market Value All Portfolios

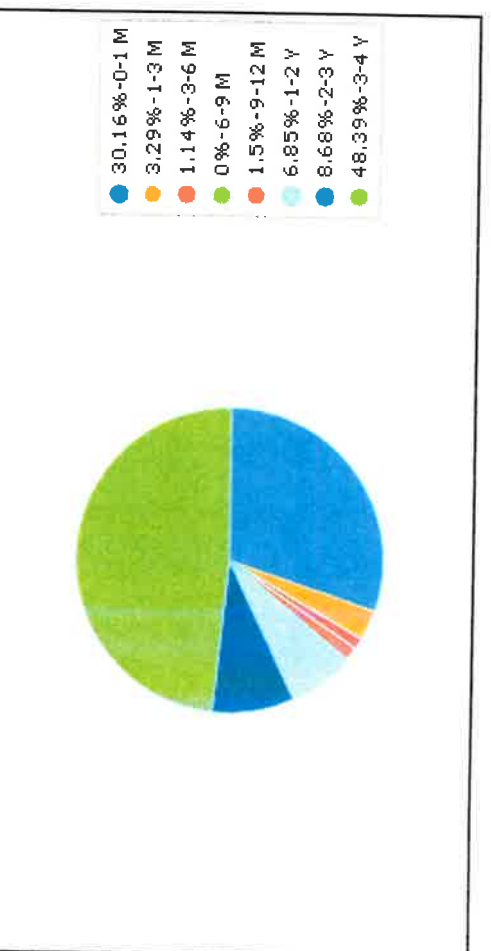
Begin Date: 6/30/2014, End Date: 9/30/2014

Maturity Range Allocation			
Maturity Range	Market Value 6/30/2014	% of Portfolio 6/30/2014	% of Portfolio 9/30/2014
0-1 Month	20,050,370.44	30.16	35.38
1-3 Months	2,183,942.75	3.29	0.00
3-6 Months	754,665.00	1.14	0.00
6-9 Months	0.00	0.00	1.65
9-12 Months	994,795.50	1.50	2.54
1-2 Years	4,556,314.50	6.85	5.46
2-3 Years	5,766,710.00	8.68	15.20
3-4 Years	32,166,550.80	48.39	39.77
Total / Average	66,473,348.99	100.00	100.00

Portfolio Holdings as of 6/30/2014

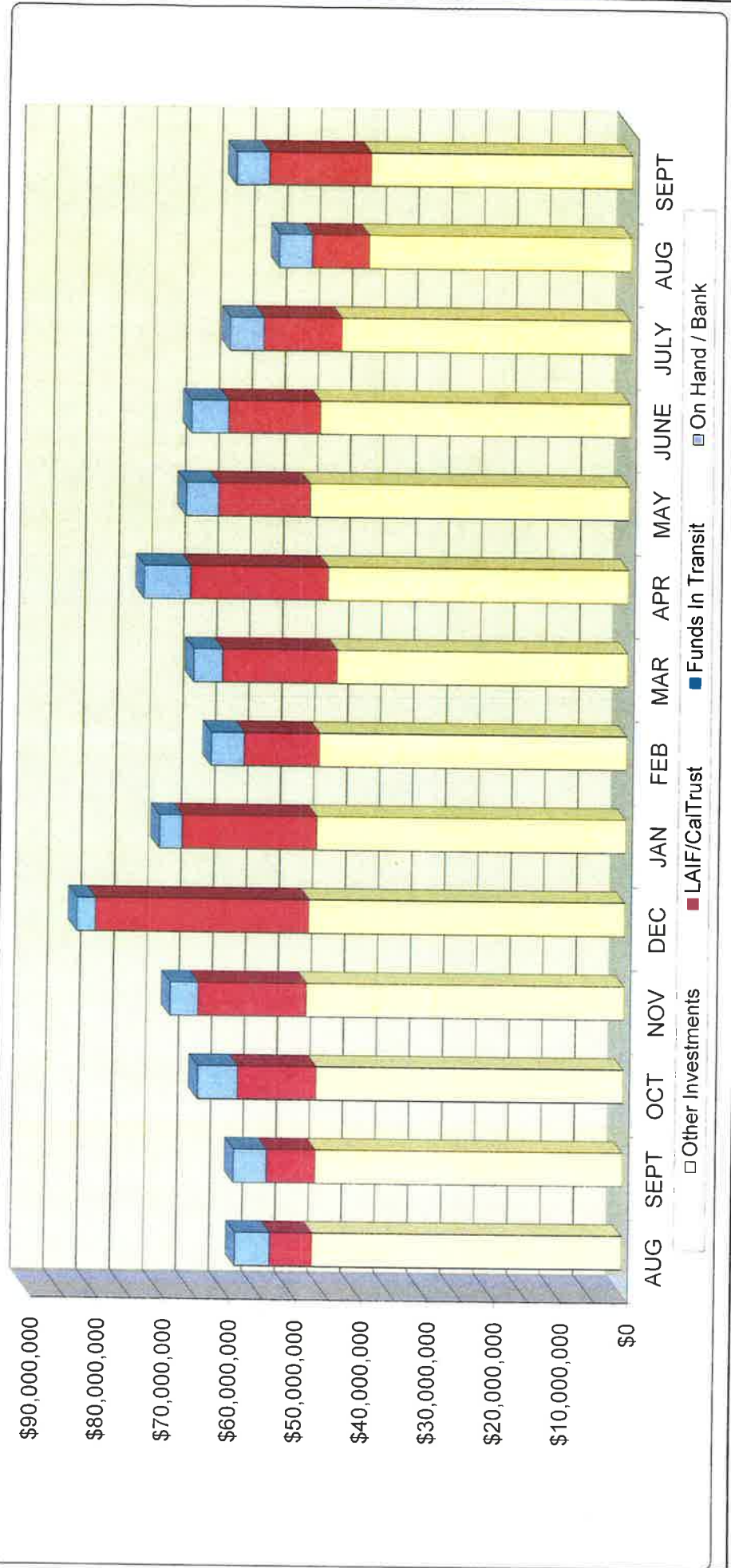


Portfolio Holdings as of 9/30/2014



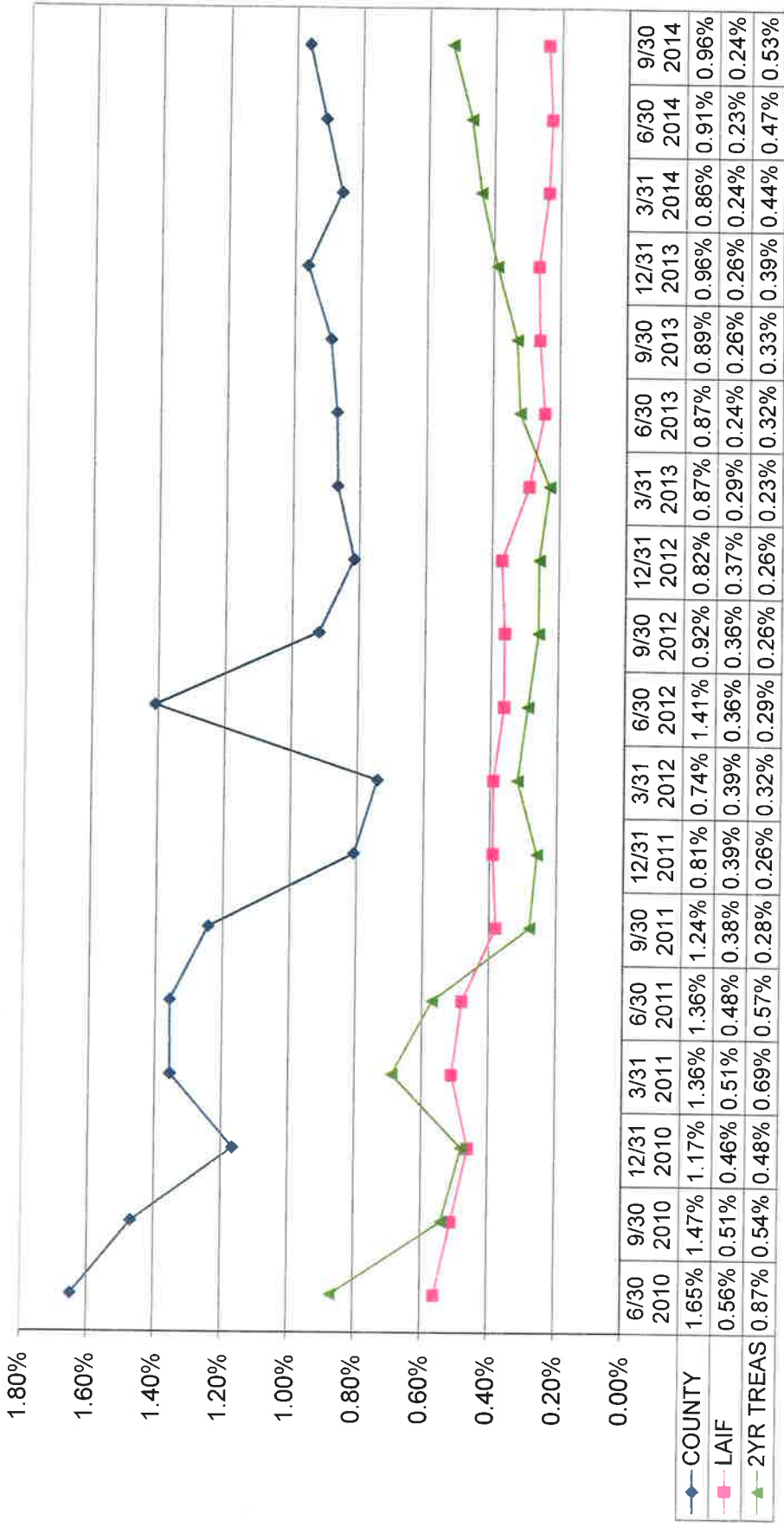
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
On Hand / Bank	\$5,299,384	\$4,994,477	\$6,065,116	\$4,251,181	\$2,745,989	\$3,448,027	\$5,005,876	\$4,351,795	\$7,041,312	\$4,914,777	\$5,632,403	\$5,049,897	\$4,978,163	\$4,965,868
Funds In Transit														
LAIF/CalTrust	\$6,379,868	\$7,379,868	\$11,886,110	\$16,386,110	\$32,386,110	\$20,397,506	\$11,397,506	\$17,397,506	\$20,907,073	\$13,907,073	\$13,907,073	\$11,867,768	\$8,642,768	\$15,500,303
Other Investments	\$46,685,000	\$46,350,000	\$46,350,000	\$48,000,000	\$47,750,000	\$46,750,000	\$46,450,000	\$43,950,000	\$45,450,000	\$48,330,000	\$46,880,000	\$43,749,999	\$39,750,000	\$39,575,000
TOTAL	\$58,364,252	\$58,724,345	\$64,301,226	\$68,637,292	\$82,882,099	\$70,595,533	\$62,853,382	\$65,689,301	\$73,388,385	\$67,151,849	\$66,419,476	\$60,667,664	\$53,370,931	\$60,041,171



MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2014				\$985,000.00			\$250,000.00	\$500,000.00	\$750,000.00	\$750,000.00	\$1,250,000.00		\$750,000.00
Calendar Year 2015									\$250,000.00	\$250,000.00	\$4,000,000.00		\$3,985,000.00
Calendar Year 2016									\$250,000.00		\$6,000,000.00		\$5,690,000.00
Calendar Year 2017	\$500,000.00					\$500,000.00			\$2,250,000.00		\$6,000,000.00	\$6,500,000.00	\$17,650,000.00
Calendar Year 2018	\$2,500,000.00	\$3,500,000.00	\$500,000.00	\$500,000.00	\$1,000,000.00	\$3,500,000.00		\$1,400,000.00	\$2,250,000.00				\$11,500,000.00
TOTAL													\$39,575,000.00

MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Agricultural Commissioner

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nathan D. Reade, Agricultural
Commissioner

SUBJECT Device Registration Fees

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

In regards to weights and measures inspections, and pursuant to California Business and Professions Code 12240, this workshop is to explain the authority to charge device registration fees, current rates of cost reimbursement, and seek to gather input from the Board.

RECOMMENDED ACTION:

This workshop is informational only and to receive direction from the Board.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Device Staff Report](#)

History

Time

Who

Approval

9/22/2014 8:43 AM	County Administrative Office	Yes
10/28/2014 11:47 AM	County Counsel	Yes
9/19/2014 5:07 PM	Finance	Yes



Counties of Inyo & Mono

Nathan D. Reade
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone – (760) 873-7860 Fax – (760) 872-1610
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: October 21, 2014
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: Device Registration Fees

Subject

Device Registration Fees

Recommendation

Receive a presentation outlining the Weights & Measures Department's Device Registration Fee and provide guidance regarding potential future public hearings to alter these fees.

Discussion

The California Business and Professions Code 12240 provides an allowable range of fees for the purposes of county cost recovery while carrying out weights and measures inspections. Fees are set from within this range through ordinance by the County Board of Supervisors in each county. This workshop will explain the authority to charge device registration fees, current rates of cost reimbursement, and seek to gather input from your board on current reimbursement rates and the potential for future hearings to adjust rates.

Fiscal Impact

This item is only a workshop, and will not directly result in actions that may have fiscal impacts.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Clerk of the Board

TIME REQUIRED 10 minutes (discussion by Board)

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT CSAC Appointments for 2014-2015

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Selection from the Board of Supervisors of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directions for 2015.

RECOMMENDED ACTION:

Elect a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2015 Association year beginning November 18, 2014; also elect an alternate member.

FISCAL IMPACT:

Cost to attend the annual conference; approximately \$2500. This is included in the Board Approved Board of Supervisors 2014-2015 budget.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff](#)
- [Memo from CSAC](#)
- [Electronic Form](#)

History

Time	Who	Approval
10/24/2014 8:37 AM	County Administrative Office	Yes
10/28/2014 11:55 AM	County Counsel	Yes
10/28/2014 6:50 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Bob Musil
Clerk of the Board
bmusil@mono.ca.gov

Shannon Kendall
Assistant Clerk of the Board
skendall@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Assistant Clerk of the Board
Date: November 4, 2014

Subject

CSAC Board of Directors Member and Alternate for 2014-2015 Association Year.

Recommendation

Elect a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2014-2015 Association year beginning November 18, 2014. Also elect an alternate member.

Discussion

Each year the Board of Supervisors elects a member and an alternate to serve on the CSAC Board of Directors. The one-year term of office commences on the first day of the CSAC annual conference. Supervisor Johnson served as the member on the CSAC Board for 2014, and Supervisor Fesko served as the alternate member.

Fiscal Impact

Cost to attend the conference, approximately \$2,500.



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 23, 2014

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 18, 2014. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2015 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2014 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

**NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER
FOR YEAR 2014 – 2015**

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2014 - 2015 Association year beginning November 18, 2014.

County name: _____

Director: _____

Alternate: _____

Name of individual completing form: _____

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 18 – 21, 2014) in Anaheim, Orange County?

Yes:

No:

PLEASE RETURN BY NOVEMBER 5, 2014 TO:

Sue Ronkowski
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Fax: (916) 321-5047
E-mail: sronkowski@counties.org



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Public Works/Facilities

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Joe Blanchard

SUBJECT Crowley Lake Ball Park Water Agreement

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with Mountain Meadows Mutual Water Company pertaining to provision of potable water to the Crowley Lake Ball Field.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Jim Leddy to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

CSA#1 funds will be used to pay a one-time hook-up fee of \$5000.00 as well as an annual water fee of \$780.00 to Mountain Meadows Mutual Water Company. The fee waiver will also impact the Environmental Health budget by \$729.00 annually. This is included in the 2014/15 CIP budget.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[staff report](#)

[Mountain Meadows contract](#)

History

Time	Who	Approval
10/30/2014 9:34 AM	County Administrative Office	Yes
10/29/2014 5:49 PM	County Counsel	Yes
10/30/2014 8:31 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: October 29, 2014

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Facilities Superintendent

Re: Fee Waiver for the Provision of Water by Mountain Meadows Mutual Water Company (MMMWC) to the Crowley Lake Ball Field.

Recommended Action:

Approve waiver by the County of the annual Environmental Health public water supply permit fee of \$729.00 (the "Annual Permit Fee") for MMMWC in exchange for the provision of water services to the Crowley Lake Ball Field. Provide any desired direction to staff.

Fiscal Impact:

CSA#1 funds will be used to pay a one-time hook-up fee of \$5000.00 as well as an annual water fee of \$780.00 to MMMWC. The fee waiver will also impact the Environmental Health budget by \$729.00 annually.

Background:

Public Works/Facilities is in the process of implementing improvements at the Crowley Lake Ball Field, which will include the construction of a 650-square-foot building to address the need for a concession facility, drinking fountains, restrooms (with sinks and running water) storage, and a mechanical room.

Crowley Lake Ball Field currently operates on a well system, but this water is non-potable due to excessive amounts of Uranium. Before this water can safely be used in the new facility, the County must install an elaborate water-control system as well as a filtration system that will require considerable long-term maintenance.

As an alternative to the above, MMMWC is willing and able to supply potable water to the Crowley Lake Ball Field, subject to MMMWC's standard hookup and operating fees, in exchange for a waiver by the County of the Annual Permit Fee.

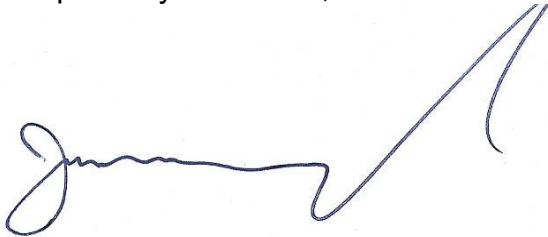
The CSA#1 has already taken into account the anticipated costs associated with the new water system, including a one-time hook-up fee of \$5,000 and an annual water fee of \$780 (paid directly to the MMMWC and separate from Environmental Health's Annual Permit Fee).

The remaining cost, which is the subject of this discussion, is the Annual Permit Fee of \$729.00. This fee waiver will be permanent in nature and will impact the Environmental Health budget as mentioned above.

As an alternative to waiver of the Annual Permit Fee, CSA#1 funds could be used to pay the Annual Permit Fee to Environmental Health directly, though this is not the preference of the CSA#1 Advisory Board. The attached Agreement is drafted in accordance with the waiver, but will be adjusted as necessary to reflect the preference of the Board.

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, or jblanchard@mono.ca.gov

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Joe Blanchard', with a long, sweeping flourish extending upwards and to the right.

Joe Blanchard, Facilities Superintendent

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MOUNTAIN MEADOWS MUTUAL WATER COMPANY
FOR THE PROVISION OF POTABLE WATER
TO THE CROWLEY LAKE BALL FIELD**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California (“County”) and Mountain Meadows Mutual Water Company, a nonprofit water system located in Crowley Lake, California (“MMMWC”). The County and MMMWC are collectively referred to as “the parties.” This Agreement shall be deemed entered into as of November 15, 2014 (“the Effective Date”).

I. RECITALS

- A. **Whereas**, the County currently holds a leasehold interest in the ball-field portion of a parcel of property located in Crowley Lake described as Assessor’s Parcel Number 60-110-14 and graphically depicted in an excerpt from the Mono County General Plan dated November 2000 (designated “PF: Future School Site”) and in a Conceptual Master Site Plan dated May 2001, copies of which are attached hereto collectively as Exhibit “A” and incorporated herein by this reference (“the Property”); and
- B. **Whereas**, the County is authorized to use the Property for the purpose of constructing, maintaining and operating recreational sports fields and appurtenant structures for use by the general public, including but not limited to a ball field/soccer field with fencing and sprinkler system, restrooms, electrical plumbing, water well and tank and appurtenances for the recreational area; and
- C. **Whereas**, the Property is currently without potable water to support its concession facility, drinking fountains, restrooms and appurtenant structures; and
- D. **Whereas**, MMMWC is willing and able to supply potable water to the Property, subject to MMMWC’s standard hookup and operating fees, in exchange for a waiver by the County of the annual Environmental Health public water supply permit fee, which is currently \$729.00 (the “Annual Permit Fee”); and
- E. **Whereas**, the County agrees to waive the Annual Permit Fee in exchange for the provision of potable water services at the Property by MMMWC as set forth herein.

NOW, THEREFORE, the parties agree as follows:

II. TERMS AND CONDITIONS

1. This Agreement shall be effective from November 15, 2014 through November 14, 2019, unless sooner terminated as provided below. It shall automatically be renewed from year to year thereafter, pursuant to the same terms and conditions set forth herein, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date, that it desires to modify the Agreement.

2. MMMWC agrees to supply the Property with up to 160,000 gallons of potable water per year, without additional charge, as well as to maintain all systems and equipment owned and operated by MMMWC and utilized in the provision of water to the Property. This excludes the lateral connection to the concession stand and meter.

3. The County agrees to waive the Environmental Health Annual Permit Fee of \$729.00 otherwise chargeable to MMMWC for each year that this Agreement is in effect.

4. Payment of the standard operating fees and hook-up costs will be made by the County to MMMWC in accordance with the following:

- A. The County will pay a water fee of \$65.00 per month, for a total annual amount of \$780.00. In the event MMMWC increases its monthly water fees for all customers during the term of this Agreement, County shall be subject to the increased fee, as applicable, along with any usage charges above the 160,000 annual allotment.
- B. The County will pay a one-time hook-up fee of \$5000.00.
- C. Payment to MMMWC for water services provided in accordance with this Agreement (and waiver of the Annual Permit Fee) will be conditioned upon the satisfactory provision of potable water to the Property by MMMWC, as determined by the County's Public Works Director.
- D. MMMWC shall submit an invoice to County monthly for the water service fee.

5. No alteration or variation in the terms of this Agreement shall be

valid or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements not incorporated herein.

6. This Agreement may be terminated by County without cause, and at will, for any reason by giving to MMMWC thirty (30) days written notice of such intent to terminate. MMMWC may terminate this Agreement for cause by giving to County thirty (30) days written notice of such intent to terminate.

7. During the performance of this Agreement, MMMWC, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, individual or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, sexual orientation, age, or sex. MMMWC shall not exclude any person from participation in programs or services provided by MMMWC or deny benefits to any person in violation of state or federal law.

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

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

9. MMMWC shall provide general liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate.

10. MMMWC shall provide water service under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by other water purveyors in the State of California. MMMWC represents that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

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

- A. MMMWC shall determine the method, details, and means of performing the work and services to be provided by MMMWC under this Agreement.
- B. MMMWC 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 MMMWC in fulfillment of this Agreement.
- C. MMMWC, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

12. Except as otherwise provided in this Agreement any notice, communication, or change of address required or desired to be provided pursuant to this Agreement, shall be in writing and sent by prepaid first-class mail, as follows:

To Mono County:
Department of Public Works
P.O. Box 457

Bridgeport, CA 93517
Attn: Jeff Walters

To MMMCW:
Mountain Meadows Mutual Water Company
P.O. Box 5038
Mammoth Lakes, CA 93546

Any document required by this Agreement to be provided to the Mono County Risk Manager shall be sent by prepaid first-class mail as follows:

Mono County Risk Management
PO Box 696
Bridgeport, CA 93517

13. MMMWC shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, MMMWC shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.
14. This Agreement is executed voluntarily by all parties, without duress or undue influence on the part of or on behalf of any of them. The parties acknowledge that each has been represented by counsel with respect to the negotiation and preparation of this Agreement, or has had the opportunity to be so represented but has declined to do so. The parties further acknowledge that they are fully aware of the contents of this Agreement and of its legal effect.
15. 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 executed in writing by the parties hereto.

III. EXECUTION

IN WITNESS THEREOF, ON THE DATE FIRST MENTIONED ABOVE, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

**Mountain Meadows Mutual
Water Company:**

By: _____

By: _____

Name: Jim Leddy

Name: David Richman

Title: County Administrative Officer

Title: _____

Date: _____

Date: _____

Tax ID: _____

Approved as to Form:

Christian Milovich
Deputy County Counsel

Risk Management



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Public Works

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Vianey White

SUBJECT Authorization to Re-Bid for the Mountain Gate Phase 2 Fishing Access Project

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

This project consists of constructing a pedestrian path, ADA parking and access, installation of picnic tables, timber fishing platform, amphitheater, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

RECOMMENDED ACTION:

Approve bid package, including the project manual, project plans, and Addendum to Negative Declaration for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

FISCAL IMPACT:

The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760-932-5446 / vwhite@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Mtn Gate Ph2 - BOS Staff Report](#)

- [Mtn Gate Ph2-Proj Manual Sect I](#)
- [Mtn Gate Ph2-Proj Manual Sect II](#)
- [Mtn Gate Ph2-Proj Manual Sect III](#)
- [Mtn Gate Ph2-Proj Manual Sect IV](#)

History

Time	Who	Approval
10/29/2014 4:27 PM	County Administrative Office	Yes
10/30/2014 8:54 AM	County Counsel	Yes
10/29/2014 5:18 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: November 4, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White
Re: Authorization to Re-Bid for the Mountain Gate Phase 2 Fishing Access Project

Recommended Action:

Approve bid package, including the project manual, project plans, and Negative Declaration Addendum for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

On July 15, 2014 the Board approved the use of \$385,000 of the California River Parkways Grant Program (Proposition 50) funds for construction of this project.

In 2007 the California Resources Agency approved the use of \$473,155 of the California River Parkways Grant Program (Proposition 50) funds for the design and construction of this project. The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

Background:

Due to the receipt of only one bid on August 4, 2014, and it being over the approved amount, the Board rejected the bid on August 19, 2014. The project has been redesigned to continue to meet the original statutory conditions of recreation and conversion and interpretive enhancement. This project consists of constructing a pedestrian path, ADA parking and access, installation of picnic tables, timber fishing platform, amphitheater, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker. The project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2015 construction season. Environmental review of the project was by addendum to the previously approved negative declaration for the Mountain Gate Fishing Access Project (attached).

Please contact me at 760-932-5446 or by email at vwhite@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Vianey White
Project Manager

Attachments: Negative Declaration with Addendum, Project Manual, Project Plans

PROJECT MANUAL
FOR
***MOUNTAIN GATE PHASE 2 FISHING ACCESS
PROJECT***

Project No. R81740-0

MONO COUNTY, CALIFORNIA



***Invitation for Bids
Instructions to Bidders
Proposal Forms
Standard Agreement
Technical Specifications
Structural Calculations
Project Plans***

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

November 2014

PRE-BID CONFERENCE(Optional):

11:00 am, Thursday, November 13, 2014
Antelope Valley Community Center
442 Mule Deer Road, Walker, CA

BID SUBMITTAL DEADLINE:

3:00 pm, Monday, December 1, 2014
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 715
Bridgeport, California 93517

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CERTIFICATION PAGE

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Project Manual Prepared by:



 Date: August 5, 2014
Garrett Higerd, PE

Assistant Public Works Director
County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

Technical Specifications Prepared by:



 Date: August 5, 2014
Robert O. Anderson, P.E., CFM, WRS

R.O. Anderson Engineering Inc.
Post Office Box 2229
Minden, NV 89423
(775) 785-2322

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Project No. R81740-0

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SECTION I

INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS AND PROPOSAL

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INVITATION FOR BIDS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified licensed General Engineering and Earthwork and Paving contractors for the **MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**. The major work items of this Project are: clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, ADA parking and access, concrete work, temporary and permanent soil stabilization measures, temporary irrigation system, planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping all of which are further described in the Project Manual.

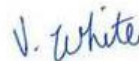
The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available on the Mono County Bid Management System. To access the system go to bids.monocounty.ca.gov and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholders list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholders List." Once you are logged in, you can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or monopw@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent of the total bid.

The work must be completed within **60 working days**. Immediately following the contract award, this project will enter into a winter construction suspension, with a notice to proceed planned for spring 2015 (as soon as weather permits and as agreed upon by County and Contractor).

An **optional** pre-bid conference and site visit will be held at the **Antelope Valley Community Center, 442 Mule Deer Road, Walker, California**. The meeting is scheduled for **11:00 am, Thursday, November 13, 2014**.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm, Monday December 1, 2014**. As soon thereafter as is practicable, all bids received by the Clerk by the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Vianey White, Project Manager
Mono County Department of Public Works

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS*MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**Project No. R81740-0***1. SECURING BID DOCUMENTS**

The Project Manual (Notice to Bidders, Instructions to Bidders, Proposal Forms, Standard Agreement, Technical Specifications and Project Plans) all of which comprise the Contract Documents, provide in detail the County's requirements for the Project. Contract documents are available by contacting the Mono County Department of Public Works in person at 74 N. School Street in Bridgeport, California, by telephone at 760.932.5440, by regular mail at P.O. Box 457, Bridgeport, California, 93517, or by email to monopw@mono.ca.gov. Project documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov. Please note that if you choose to download the bid package from our website, be sure to contact us to be added to the planholders list; otherwise, you may not be notified of bid addenda. Up to two sets of the Project Manual and Project Plans will be provided to each bidder at no charge. Additional sets may be downloaded from the County website or they may be purchased for a non-refundable fee of \$50 per set. Checks should be made payable to "County of Mono." Allow three to five business days for the printing of additional sets.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the **Antelope Valley Community Center, 442 Mule Deer Road, Walker, California**. The meeting is scheduled for **11:00 am, Thursday, November 13, 2014**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all planholders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual or the Project Plans, the bidder shall refer to the Standard Plans or Standard Specifications.
- B. Should a bidder find discrepancies or ambiguities, or omissions from, the Project Manual and Project Plans, or should there be doubt as to their meaning, he or she shall at once notify the Project Manager and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted online. Failure to raise such concerns prior to the submission of a bid will be deemed a waiver of such issues.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the bidder that he or she has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder merely to direct the bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Notice to Bidders, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-24**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this Project. Consequently, the County has developed a base project and additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative(s)) for construction; and, if it chooses to do so, will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "Bidder's Grand Total" on page **BD-7**.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Form is authorized to bind or obligate the bidder to any agreement.
- F. Bidder's attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.
- G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages **BD-1 through BD-24**) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.

- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Monday, December 1, 2014**. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A Bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the Bidder. Bids so withdrawn will be returned unopened to the Bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the Bidder in preparing the bid shall not empower the Bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the Bidder will enter into a contract if awarded the work, and may be forfeited by the Bidder and retained by the County if the Bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five calendar days after provision by the County of a complete and final contract for execution by Contractor.
- B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent of the contract price, and a faithful performance bond in an amount equal to 100 percent of the contract price. In addition, the successful Bidder, as Contractor, will be required to furnish a one-year warranty bond upon Project completion, pursuant to the requirements in the Standard Agreement. Only surety bonds issued by an Admitted Surety Insurer, as defined in Paragraph 11 of the Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.
- C. The Contract Documents include a Standard Agreement, which the successful Bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low Bidder, and such other Bidders as Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking the Contractor's and any listed subcontractor's license status and eligibility to contract for public works, and may also include a request for Bidder references and/or insurance certificates, a request for documents demonstrating the Bidder's solvency and available resources to timely complete the work, and consideration of the Bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect contract price.

11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to the apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the notice of intent to award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to vwhite@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bid protests must be submitted in writing to the Director of the Department of Public Works and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

In addition to other requirements related to claim presentation, the protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a Bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the contract to the Bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the Bidder.
- B. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, national origin, or membership in any other protected class under state or federal law.
- C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during this period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Award will be the Agreement, which the successful Bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five calendar days following receipt of such Agreement and Notice of Award. Failure to do so shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of the Agreement.
- B. In the event the successful Bidder is unable to physically deliver the required bonds and insurance certificates, the Bidder shall, prior to the commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible Bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all Bidders will be retained by the County until an Agreement is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the respective Bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the Bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project work will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.
- B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the Bidder's bid.
- C. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or,
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Public Works Director, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Plans and specifications, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, the Bidder shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Public Works Director stating such fact. Substituted materials shall have the written approval of the Public Works Director, or his authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess at least one of the following classification(s) of contractor's license: **Class A – General Engineering, C8 – Concrete, C12 – Earthwork and Paving, C27 Landscaping, C32 – Parking and Highway Improvements.**
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business & Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this Project constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, the successful bidder, as Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the Project. Changes, if any, to prevailing wage rates will be available at the same location.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within **60 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 14.2 of attachment B of the Sample Agreement, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County the liquidated damages specified in attachment B of the Sample Agreement.

Immediately following the contract award, this project will enter into a winter construction suspension, with a notice to proceed planned for spring 2015 (as soon as weather permits and as agreed upon by County and Contractor).

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PROPOSAL

**MOUNTAIN GATE PHASE 2 FISHING ACCESS
PROJECT**

Project No. R81740-0

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "an individual"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages **BD-1 through BD-24**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for **MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT** in strict accordance with the Instructions to Bidders, Project Plans, Technical Specifications, Agreement, any applicable addenda, and other Contract Documents within the time set forth therein and at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 60 working days thereafter**, pursuant to the provisions specified in the Sample Agreement.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder's compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature Date

(Add seal if by a corporation)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

BASE BID: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
1	1	LS	Mobilization, at _____ _____ Per Lump Sum	\$ _____	\$ _____
2	1	LS	Clear and Grub, at _____ _____ Per Lump Sum	\$ _____	\$ _____
3	1	LS	Demolition and Temporary Erosion Control, at _____ _____ Per Lump Sum	\$ _____	\$ _____
4	319	CY	On-site Earth Movement, at _____ _____ Per Cubic Yard	\$ _____	\$ _____
5	46	CY	Export Cut Material, at _____ _____ Per Cubic Yard	\$ _____	\$ _____
6	1	EA	Trash Receptacle, at _____ _____ Per Each	\$ _____	\$ _____
7	1	LS	Pavement Marking, at _____ _____ Per Lump Sum	\$ _____	\$ _____

BASE BID: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
8	727	SF	PCC Flatwork, at _____ _____ Per Square Foot	\$ _____	\$ _____
9	3,500	SF	Aggregate Base Road Section, at _____ _____ Per Square Foot	\$ _____	\$ _____
10	4	EA	Picnic Table, at _____ _____ Per Each	\$ _____	\$ _____
11	1	LS	PAR Course, at _____ _____ Per Lump Sum	\$ _____	\$ _____
12	3	EA	Interpretive Sign, at _____ _____ Per Each	\$ _____	\$ _____
13	1	LS	Fishing Platform, at _____ _____ Per Lump Sum	\$ _____	\$ _____
14	9,450	SF	Decomposed Granite Pedestrian Path, at _____ _____ Per Square Foot	\$ _____	\$ _____
15	1	LS	Amphitheater (1/2 Size), at _____ _____ Per Lump Sum	\$ _____	\$ _____

BASE BID: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
16	18	LF	River Access Steps, at _____ _____ Per Linear Foot	\$ _____	\$ _____
17	2	EA	Byway Sign, at _____ _____ Per Each	\$ _____	\$ _____
18	10	EA	Boulder, 3-Ft Height (Min.), at _____ _____ Per Each	\$ _____	\$ _____
19	1	LS	Temporary Traffic Control, at _____ _____ Per Lump Sum	\$ _____	\$ _____
20	6	EA	Trees, at _____ _____ Per Each	\$ _____	\$ _____
21	55	EA	Shrubs, at _____ _____ Per Each	\$ _____	\$ _____
22	1	LS	Construction Control Stakes, at _____ _____ Per Lump Sum	\$ _____	\$ _____
BASE BID TOTAL (Sum of items 1 - 22)				\$ _____	

BID Alternate A: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
A.1	1	EA	Trash Receptacle, at _____ _____ Per Each	\$ _____	\$ _____
A.2	4	EA	Picnic Table, at _____ _____ Per Each	\$ _____	\$ _____
A.3	3	EA	Interpretive Sign, at _____ _____ Per Each	\$ _____	\$ _____
A.4	1	EA	Bike Rack, at _____ _____ Per Each	\$ _____	\$ _____
A.5	656	LF	Redwood Header, at _____ _____ Per Linear Foot	\$ _____	\$ _____
A.6	10	EA	Upgrade Base Bid Item #18 from Boulder to Pipe Bollard, at _____ _____ Per Each	\$ _____	\$ _____
BID ALTERNATE A TOTAL: (Sum of items A.1 – A.6)				\$ _____	

BID Alternate B: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
B.1	1	LS	Amphitheater (1/2 Size), at _____ _____ Per Lump Sum	\$ _____	\$ _____
BID ALTERNATE B TOTAL: (Sum of items B.1)				\$ _____	

BID Alternate C: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
C.1	1	LS	Riparian Interaction Area, at _____ _____ Per Lump Sum	\$ _____	\$ _____
BID ALTERNATE C TOTAL: (Sum of items C.1)				\$ _____	

BID Alternate D: Construct Mountain Gate Phase 2 Fishing Access Project					
BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
D.1	1	LS	Temporary Irrigation, at _____ _____ Per Lump Sum	\$ _____	\$ _____
BID ALTERNATE D TOTAL: (Sum of items D.1)				\$ _____	

BID ITEM	BID AMOUNT
BASE BID	\$ _____
BID ALTERNATE A	\$ _____
BID ALTERNATE B	\$ _____
BID ALTERNATE C	\$ _____
BID ALTERNATE D	\$ _____
BIDDER'S GRAND TOTAL* (INCLUDES BASE BID AND ALTERNATES A-D)	\$ _____

* The County will use the total of the Base Bid and whichever combination of Bid Alternates (A – D) it chooses (including the option to not select any Bid Alternates), to compare bids and determine the apparent low bidder. The Bid Alternates, if selected to be awarded, may or may not be selected in order at the County's sole discretion.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

Notes: A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.

B. Vendors or suppliers that will be providing materials only need not be listed.

C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.

D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.

E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

Firm Name & Address		Phone, Fax, & License		Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>		<i>Phone</i>		<input type="checkbox"/> < \$1 million	
<i>Address</i>		<i>Fax</i>		<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>		<input type="checkbox"/> < \$10 million	
				<input type="checkbox"/> < \$15 million	
				<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>		<input type="checkbox"/> < \$1 million	
<i>Address</i>		<i>Fax</i>		<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>		<input type="checkbox"/> < \$10 million	
				<input type="checkbox"/> < \$15 million	
				<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>		<input type="checkbox"/> < \$1 million	
<i>Address</i>		<i>Fax</i>		<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>		<input type="checkbox"/> < \$10 million	
				<input type="checkbox"/> < \$15 million	
				<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>		<input type="checkbox"/> < \$1 million	
<i>Address</i>		<i>Fax</i>		<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>		<input type="checkbox"/> < \$10 million	
				<input type="checkbox"/> < \$15 million	
				<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>		<i>Phone</i>		<input type="checkbox"/> < \$1 million	
<i>Address</i>		<i>Fax</i>		<input type="checkbox"/> < \$5 million	
<i>City State ZIP</i>		<i>License</i>		<input type="checkbox"/> < \$10 million	
				<input type="checkbox"/> < \$15 million	
				<input type="checkbox"/> > \$15 million	Value of work: \$

ACKNOWLEDGEMENTS

*MOUNTAIN GATE PHASE 2 FISHING ACCESS
PROJECT
Project No. R81740-0*

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

Addendum Number: Issuance Date: —
Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

MOUNTAIN GATE PHASE 2 FISHING ACCESS: Yes_____ No_____

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DISCLOSURES AND CERTIFICATIONS

*MOUNTAIN GATE PHASE 2 FISHING ACCESS
PROJECT
Project No. R81740-0*

QUESTIONNAIRE A

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

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

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

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

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

NOTE: If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

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

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

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

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

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BIDDER'S QUALIFICATION STATEMENT

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Draft Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three years. A minimum of three successfully-completed highway and/or roadway rehabilitation construction projects are required. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

(*Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- B. Has the Contractor, Principals or Key Personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$_____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - iii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in **General Engineering, Earthwork, Concrete and/or landscaping** construction projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on attached sheet

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 13. Conveying Systems |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Mechanical |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Electrical |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 11. Furnishings | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Special Construction | |

C. Contract Capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following forms (i.e. pages BD-37 – BD-39) to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

PROJECT EXPERIENCE WITH GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING CONSTRUCTION PROJECTS

Project Status:
 Project completed
 Work in progress

Contractor's Role*:
 Prime Contractor
 Subcontractor
 Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING CONSTRUCTION PROJECTS

Project Status:
 Project completed
 Work in progress

Contractor's Role*:
 Prime Contractor
 Subcontractor
 Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING CONSTRUCTION PROJECTS

Project Status:
 Project completed
 Work in progress

Contractor's Role*:
 Prime Contractor
 Subcontractor
 Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,
as set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on: _____ By: _____ PRINCIPAL:
(Seal of Corporation) Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II

STANDARD AGREEMENT

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**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

Project No. R81740-0

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the [service] services of [Corporation]/[Name(s)], [an] individual[s], doing business as [name], of [City], [State] (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

Services and work provided at the County’s request by Contractor 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 to which reference is made in this Agreement the General Conditions attached hereto as Attachment B, and by reference incorporated herein.

2. TERM

The term of this Agreement shall be from [Month Day, Year], through [Month Day, Year], unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A,) for the services and work described in the Scope of Work (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$X0,000 (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the Scope of Work, which were done at the County's request. The statement will cover the period from the first day of the preceding month through and including the last day of the preceding month. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement minus the required retention as described below. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Retention.

County shall retain five percent (5%) of each progress payment made pursuant to this agreement and shall withhold 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the Board of Supervisors finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

G. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Upon the issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Contractor must be properly licensed as a contractor from contract award through Contract acceptance as set forth in Public Contract Code section 10164.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY

A. Personal Property of the County.

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

B. Products of Contractor's Work and Services.

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

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

9. PUBLIC WORK

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment C.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in

connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

G. Contractor's Insurance Coverage Shall be Primary

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects to the County, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. Sample bond forms, acceptable to the County Counsel, are attached to this Agreement and may be utilized by the Contractor. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

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

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under

this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

14. RECORDS, AUDIT, AND INSPECTION OF SITE

A. Records.

Contractor shall prepare and maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement and any other records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions ("Records"). Contractor shall maintain these records for a minimum of four years from the date of final payment under this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the state, State Auditor, County, , or any duly authorized representative of the Federal Government shall have access to the Records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the Records are to be maintained by Contractor. Further, the County, the state, and the shall have the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate, harass, or allow harassment 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, ancestry, national origin, physical disability, medical condition, marital status, age, sexual orientation, sex, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations, which regulations are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

16. TERMINATION

Any termination of the Agreement shall be in accordance with and as set forth in Section 7 of the General Conditions attached to this Agreement and incorporated by reference..

17. ASSIGNMENT

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

18. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination. Contractor's attention is further directed to provisions related to liquidated damages for untimely performance set forth in Exhibit B to this Agreement.

19. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a 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 24 below.

20. CONFIDENTIALITY

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

21. CONFLICTS

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

Contractor shall disclose any financial, business, or other relationship with County that may have an impact on the outcome of this Agreement, or any ensuing County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which may follow.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion: to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

23. POST-AGREEMENT COVENANT

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

24. 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.

25. FUNDING LIMITATION

The ability of the County to enter into 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.

26. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

27. ASSIGNMENT OF CLAIMS

Pursuant to Public Contract Code section 7103.5, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

28. EXCAVATIONS OR TRENCHING EXCEEDING FOUR FEET

Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Upon receipt of notice from Contractor as provided above, County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this Agreement.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

29. AMENDMENT

This Agreement may be extended, 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.

30. NOTICE

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

County of Mono:	Contractor:
Department of Public Works	[Contractor]
Post Office Box 457	[Mailing Address]
Bridgeport, California 93517	[City, State Zip]

31. ENTIRE AGREEMENT

This Agreement and its attachments contain 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.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

By: _____
 Name: _____
 Title: County Administrative Officer
 Date: _____

By: _____
 Name: _____
 Title: _____
 Firm: [Name(s) dba] [Contractor]
 Date: _____
 Tax ID: _____

APPROVED AS TO FORM:

 County Counsel Date

APPROVED AS TO INSURANCE AND RISK

 Risk Manager Date

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

SCOPE OF WORK:

The County has selected and the Contractor shall construct project bid items **1 through 22 (the base project) and SELECT additive Alternate A, B, C, and/or D**. The work to be done generally consists of the following:

The major work items of this Project are: clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, ADA parking and access, concrete work, temporary and permanent soil stabilization measures, temporary irrigation system, planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

The total project cost shall not exceed \$[contract limit], unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed and payment shall be made for any additional items or tasks not initially specified in the scope of work.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

GENERAL CONDITIONS

See General Conditions, attached hereto as Attachment B1 and incorporated by this reference.

ATTACHMENT B1

General Provisions

SECTION 1. GENERAL**1.1 ORDER OF PRECEDENCE OF DOCUMENTS.**

In case of conflict between the Project Plans, Technical Specifications, California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010 (the "Standard Specifications") or other portions of the Contract Documents, including the Invitation for Bids, Instructions to Bidders, the Agreement and all its attachments, the County shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

1.2 DEFINITIONS AND TERMS.

Where the following terms are used in the Contract Documents, or in any documents or other instruments pertaining to construction where these General Conditions govern, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The Contract Documents consist of all attachments to the agreement, as well as all documents incorporated by reference including, but not limited to, the Agreement, Performance Bond, Labor and Materials Payment Bond, any required insurance certificates, the Project Manual, any addenda issued to bidders, the Project Plans, these General Conditions, the Technical Specifications, Caltrans Standard Plans and Specifications dated 2010, and QAP Plan (if applicable).
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, stated in the Contract Documents allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.

- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** The daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the County because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** Means the State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** Means the State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, which includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

SECTION 2. PERFORMANCE OF WORK

2.1 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK.

- A. Work shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (no operations allowed on Sundays). Contractor shall keep noise levels of construction equipment to a minimum, using sound muffling devices in accordance with prevailing requirements. Site preparation and construction shall be conducted so as to minimize excessive noise, dust, debris and disturbance to neighbors within 500 feet.
- B. The site shall remain accessible to the public throughout construction. Temporary closures of portions of the site are allowed to facilitate construction but such closures shall be limited to the extent possible.
- C. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or, until final acceptance, the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- D. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- E. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the County's Construction Manager and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

F. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the County’s Construction Manager. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

In addition to adjoining residents, businesses and tenants, the Contractor shall provide Advance Public Notice and coordinate the work with the following parties.

Mono County Sheriff’s Department 760-932-7549

Mono County Fire/Rescue Department 760-932-9813

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor’s manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County’s satisfaction and at no additional cost to the County.

It is the Contractor’s responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor’s presence, it will be the Contractor’s responsibility to repair the damage to the County’s satisfaction without cost to the County. If the Contractor does not repair the damage to the County’s satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, will be performed by separate contract.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement).

**SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES,
CERTIFICATIONS AND AFFIDAVITS****3.1 APPLICABILITY TO SUBCONTRACTORS**

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

3.2 QUARTERLY DISCLOSURES

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

(3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

Each subcontract must comply with the Agreement and all contract documents.

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

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

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

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of

payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of

construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such an item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the QAP Plan (if applicable), and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without

the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this Contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

Subject to below Section 7.2, below, the Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.3 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Inexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

2. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from County.
3. Contractor disregards Applicable Code Requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to

the extent they relate to the performance of the discontinued portion of the Work.

4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as the portion of Work already performed and, subject to Contractors obligations under Section 7.2 above, as to bona fide obligations assumed by the Contractor prior to the date of termination. However, termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to this Section 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS**9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have no responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the requirements of the latest edition of the Occupational Safety and Health Administration (OSHA) regulations, rules, and orders.

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING.

Aside from materials testing and certifications required from the Contractor in the Technical Specifications, Standard Specifications, and these General Conditions, the County will provide testing services for installed work.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of these General Conditions, the Project Plans, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted, or as otherwise required. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY**10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction and maintenance of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS**11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 12: DIFFERING SITE CONDITIONS

12.1 CONTRACTOR'S NOTIFICATION

The Contractor shall promptly notify the County's Engineer if it finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Contractor shall include details explaining the information it relied on and the material differences it discovered.

If Contractor fails to promptly notify the Engineer, it waives the differing site condition claim for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, it waives the differing site condition claim.

12.2 ENGINEER'S INVESTIGATION AND DECISION

Upon notification by the Contractor, the Engineer will investigate the job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both.

SECTION 13: EXCAVATIONS AND TRENCHING

13.1 WORKER PROTECTION PLAN

As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

13.2 REQUIRED NOTIFICATION AND RESPONSE

Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

In the event that notice is provided pursuant to the above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

SECTION 14: WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee.

This work shall be diligently prosecuted to completion before the expiration **of 60 WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good

faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$760 per day**, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right.

The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 RECORD DRAWINGS.

The Contractor shall maintain a set of accurate record drawings during the course of the project. Any project work completed that varies from the plans as issued shall be legibly noted on the Record Drawings in red ink. Both text and line work shall be used to reflect the changes. At the completion of the project and prior to final payment, the record drawings shall be delivered to the County and, upon receipt, be maintained as the property of the County.

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

CALIFORNIA LABOR CODE PROVISIONS

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment C1, are attached hereto and incorporated herein.

ATTACHMENT C1**CALIFORNIA LABOR CODE:****Sections 1771, 1775, 1776, 1777.5, 1813, and 1815****§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the

Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the

California Apprenticeship Council. As used in this section, “contractor” includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program’s standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the

Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

ATTACHMENT D

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
MOUNAIN GATE PHASE 2 FISHING ACCESS PROJECT**

Project No. R81740-0

TERM:

FROM: [START DATE], 2014

TO: [END DATE], 2014

SAMPLE BOND FORMS

**See attached sample Faithful Performance Bond, Labor and Materials Payment Bond,
and Maintenance-Warranty Bond**

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PERFORMANCE BOND

Bond No. _____

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: _____

Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____,
a notary public in and for the City / County of _____,
personally appeared _____, known to me to be the
person whose name is

(Attorney-in-fact)

subscribed to this instrument and known to me to be the Attorney-in-fact of
_____ and acknowledged to me that he/she
subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PAYMENT BOND
(Sections 9000 et seq., Civil Code)

Bond No. _____

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: _____

Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,
personally appeared _____, personally known to me
(or proved to me

(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the
Attorney-in-fact of _____ and
acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her
own name as Attorney-in-fact.

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of
_____ (\$_____) lawful money of the United States, for which payment,
well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in
the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good
workmanlike manner the work of [INSERT DESCRIPTION OF WORK] such that it is free from
defects in materials and workmanship for a period of one year commencing on
_____ (the "Maintenance Period") and shall indemnify and save harmless the
County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in
an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a
reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year
from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited
by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be
equal to the minimum period of limitation permitted by such law, and said period of limitation shall be
deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond _____
should be sent to the surety at the following _____
address: _____

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,
personally appeared _____, personally known to me
(or proved to me

(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the
Attorney-in-fact of _____ and
acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her
own name as Attorney-in-fact.

(SEAL)

Notary Public

SECTION III

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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Project No. R81740-0

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1. Description of Work

The work to be done, in general, consists of clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, paved ADA parking and access, concrete work, temporary and permanent soil stabilization measures, and temporary irrigation system paving, seeding/planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping.

All existing underground utility lines may not be shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the County's Construction Manager copies of all USA confirmation numbers including associated documentation. NOTE: The local water companies (CSDs) are not subscribers to USA.

2. Control of Work and Materials

Control of Work and Materials shall conform to the provisions in Section 5, "Control of Work," and Section 6, "Control of Materials" of the CSS and these Technical Specifications. Full compensation for Control of Work and Materials shall be considered as included in the prices paid for the various items of work involved, and no separate measurement or payment will be made therefor.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with the County regarding establishment and operation of storage and staging areas.

The work performed in connection with adjusting various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the CSS and these Technical Specifications.

List of Required Submittals:

The Contractor shall provide one electronic copy in word or pdf format of each of the following submittals to the County's Construction Manager at least one (1) week prior to the start of work:

- A. Construction schedule
- B. Pavement Marking Paint
- C. PCC mix design

- D. Aggregate Base
- E. Decomposed Granite
- F. Trash Receptacle
- G. Picnic Table
- H. PAR Course
- I. Interpretive Sign
- J. Construction material for Fish Platform
- K. Construction material for Amphitheater
- L. Rock Rip-Rap for Riparian Interaction Area
- M. Redwood Header
- N. Boulder
- O. Bollard
- P. Temporary Irrigation Plan
- Q. Landscaping
- R. Bike Rack
- S. River Access Steps
- T. Byway Sign 1
- U. Byway Sign 2

The Owner reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the County's Construction Manager with one electronic copy in word or pdf format of any additional submittals.

3. Mobilization

Mobilization shall conform to the provisions of Section 9-1.16D, "Mobilization" of the State of California Department of Transportation (Caltrans) Standard Specifications, 2010 Edition (CSS) and these Technical Specifications. Payment will be made for costs associated with mobilization, such as all preparatory work, including but not limited to, movement of personnel, equipment and supplies to and from the site.

The contract LUMP SUM price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor, insurance, bonds and materials, including temporary facilities, tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, demobilizing at the end of construction and for performing all work required for which separate payment is not otherwise provided as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer. The cost of mobilization shall not exceed 5% of the total base bid.

Mobilization shall be paid according to the Section 10264 of the California Public Contract Code as follows:

The County will make partial payments for the mobilization costs, not to exceed the following:

- (1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization will be paid.
- (2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization will be paid.
- (3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization will be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization will be paid.

4. Clear and Grub

The Contractor shall clear and grub the work area as shown on the approved plans which includes striping and clearing the work area of vegetation and any other material that may inhibit construction. The work shall be performed in accordance with Section 16 "Clearing and Grubbing" of CSS and these Technical Specifications. No separate measurement will be made for this item.

The contract Lump Sum price paid for "CLEAR AND GRUB" shall constitute full payment for furnishing all labor, material equipment and personnel required to clear and grub the work area as shown on the approved plans. The lump sum contract amount shall be prorated at the Engineer's judgment of actual progress of the work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

5. Demolition and Temporary Erosion Control

The Contractor shall prepare the site by performing the demolition noted on the approved plan set. Tree removal shall demolition and removal of stump, bucking trunk and main branches into 24-inch lengths, minor branches (slash) to be removed completely or chipped on-site for mulch. Picnic tables shall be demolished and removed from the site including any footings that may support them. The work shall be performed in accordance with CSS and these Technical Specifications.

The Contractor shall perform necessary work to install and maintain all necessary erosion control best management practices (BMPs). The BMPs include filter fence, tree protection fencing, temporary construction access and concrete washout area, staging area. The Contractor shall perform necessary work to control dust at all times as required by regulation. No separate measurement will be made for this item.

The contract Lump Sum price paid for "Demolition and Temporary Erosion Control" shall constitute full payment for furnishing all labor, material, equipment and personnel required to provide the demolition and temporary erosion control as shown on the approved plans. The lump sum contract amount shall be prorated at the

Engineer's judgment of actual progress of the work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

6. On-Site Earth Movement

The Contractor shall perform On-site Earth Movement by mass grading the site per the line and grade specified on the plans for the proposed improvements. The work shall include all labor, materials and equipment required to rough mass grade the site including cutting, transporting and placing (filling) unspecified native material to the subgrade level as specified. The work shall be performed in accordance with Section 19 "Earthwork" of the CSS and these Technical Specifications.

Measurement for this item will be based upon the actual volume, in Cubic Yards of soil cut in accordance with the drawings and specifications. No additional measurement will be made for the material filled.

The contract Cubic Yard price paid for "On-Site Earth Movement" shall constitute full payment for furnishing all labor, material, equipment and personnel required to provide the On-Site Earth Movement as shown on the approved plans.

7. Export Cut Material

The Contractor shall Export Cut Material by removing excess soil generated from on-site earthwork, vegetation generated from clearing and grubbing from the site to a properly licensed disposal facility. The work shall include all labor, materials and equipment required to load, transport and properly dispose of the excess material. The work shall be performed in accordance with Section 19 "Earthwork" of the CSS and these Technical Specifications.

Measurement for this item will be based upon the actual volume, in Cubic Yards of soil removed in accordance with the drawings and specifications.

The contract Cubic Yard price paid for "Export Cut Material" shall constitute full payment for furnishing all labor, material, equipment and personnel required Export Cut Material as shown on the approved plans.

8. Trash Receptacle

This work shall consist of providing and installing Trash Receptacles as shown on the plans and as directed by the County's Construction Manager. Trash Receptacles shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the PCC Concrete pad the Trash Receptacle sits on. The PCC Concrete slab shall be installed on 6-Inches of aggregate base compacted to 95% maximum dry density on properly prepared sub-grade.

Materials: Bear proof trash receptacle Model HB1 by BearSaver, color standard brown, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Trash Receptacles placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Trash Receptacle" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Trash Receptacles including PCC pad, aggregate base and sub-grade preparation, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

9. Pavement Marking

This work shall consist of painting or placing pavement markings, including applying glass beads. All existing traffic striping and pavement markings not called for replacement that is damaged by the Contractor's operations shall be replaced in kind at no cost to the owner. Approximate locations of all pavement markings are called out on the plans. Prior to replacement, the Contractor shall lay out marking locations for review and approval by the County's Construction Manager. Any markings installed by the Contractor that the County's Construction Manager has not pre-approved, and that the County's Construction Manager determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the County's Construction Manager at the Contractor's sole expense.

Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying painted traffic striping and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings" of the CSS and these Technical Specifications

Materials: Paint type shall be Waterborne Traffic Line in accordance with Section 84-3.02A of the CSS and shall be applied in two (2) coats. At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. No separate measurement will be made for Pavement Marking.

The contract unit price per Lump Sum paid for Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in painting pavement markings including establishing alignment and layout work complete and in place, as shown on the Plans, as specified in the CSS and these Technical Specifications, and as directed by the County's Construction Manager.

10. PCC Flatwork

The Portland Cement Concrete (PCC) Flatwork shall be constructed as shown on the plans and as directed by the County's Construction Manager. PCC Flatwork

shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. PCC shall be placed on 6 inches of Class 2 Aggregate Base compacted to 95% maximum dry density. Flatwork shall conform to the requirements of Section 73 "Concrete Curbs and Sidewalks" of the CSS and these Technical Specifications. The concrete mix shall include fibermesh for reinforcement. Measurement for this item will be based upon the actual area, in Square Feet of flatwork placed in accordance with the drawings and specifications.

The contract unit price paid per Square Foot for "PCC Flatwork" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing PCC Flatwork including sub-grade preparation, providing and placing aggregate base, providing and placing Portland Cement Concrete and reinforcement, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

11. Aggregate Base Road Section

The Aggregate Base Road Section shall be constructed as shown on the plans and as directed by the County's Construction Manager. Aggregate Base Road Section shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the gravel parking area as well as the access road. Aggregate Base Road Section shall be placed on properly prepared sub-grade and compacted to 95% maximum dry density.

Materials: Class 2 Aggregate Base in accordance with Section 26 of the CSS. Measurement for this item will be based upon the actual area, in Square Feet of Aggregate Base placed in accordance with the drawings and specifications.

The contract unit price paid per Square Foot for "Aggregate Base Road Section" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Aggregate Base Road Section including sub-grade preparation, providing and placing aggregate base, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

12. Picnic Table

This work shall consist of providing and installing Picnic Tables as shown on the plans and as directed by the County's Construction Manager. Picnic Tables shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the concrete footings that secure the table and benches in place. The footings shall consist

of 12-Inch diameter sono tubes filled with concrete and set to a depth of 48-Inches below grade, typical of six footings per Picnic Table.

Materials: Columbia Cascade Company Timber Form Renaissance ADA Accessible Picnic Table with Seats, or Engineer approved equivalent. Table and seats shall be secured by pedestal mount post assembly in accordance with manufacturer recommendations. Each Picnic Table shall be the CASPAX-7 manufacturer's standard brown.

Measurement for this item will be based upon the actual number Each, of Picnic Tables placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Picnic Table" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Picnic Tables including footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

13. PAR Course

This work shall consist of providing and installing Four (4) Cluster Station PAR Course as shown on the plans and as directed by the County's Construction Manager. The PAR Course shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the instructional signage for each station and concrete footings that are necessary to secure each station and each sign in place. The stations, signage and footings shall be constructed in accordance with the manufacturer's recommendations.

Materials: The PAR Course shall consist of the four (4) different cluster fitness equipment stations specified below as manufactured by Columbia Cascade Company, or Engineer approved equivalent. No separate measurement for this item will be made.

GENERAL

The Complete Fitness Route shall consist of an introduction and instructional signs, directional sign posts and fitness apparatus manufactured in accordance with the following quality and design standards. All fabrication shall take place in an enclosed factory environment by personnel experienced in the manufacture of fitness equipment.

1.0 SIGNAGE

Complete Fitness Route shall include one introduction sign, 4 station instructional signs and directional sign posts.

1.1 Instructional and Introduction Signs

Each instructional sign shall consist of pipe frame and graphic panel. One piece pipe frame shall be 1-5/16" (33 mm) o.d. schedule 40 steel pipe

formed into a "U" shape. Each frame leg shall embed 3'-0" (915 mm) below finished grade and have a 9/16" diameter hole to receive one No. 4 reinforcing bar (to be supplied by installing contractor). Pipe frame shall be ground smooth, deburred, and CASPAX-7™ finished in accordance with Section 4.0.

Each sign panel shall be fabricated of 18 gauge (1.2 mm) mild steel plate and include a graphic illustration and written instructions for safe and proper use of the fitness apparatus. Panel shall be porcelain enamel finished BLUE or GREEN with white graphics in accordance with Paragraph 1.3. The manufacturer shall attach panels to sign frames with vandal-resistant fasteners.

1.2 Directional Sign Posts

Each directional sign post shall consist of post and graphic panel. Post shall be manufactured in accordance with Section 3.1 and be ground smooth, deburred, and CASPAX-7 finished in accordance with Section 4.0.

Each panel shall be 3-1/2" (102 mm) diameter and be fabricated of 20 gauge (1.2 mm) mild steel plate. Panels shall be porcelain enamel finished BLUE or GREEN with white arrow in accordance with Paragraph 1.3. The manufacturer shall attach panels to sign posts with vandal-resistant fasteners.

Directional sign post placement and orientation shall be made by the project architect or owner.

1.3 Signage Finish

Graphic panels shall be coated on all sides with porcelain enamel, a colorful, glossy, tough, extremely weather-resistant finish. The porcelain enamel process shall permanently fuse a thick layer of glass to the metal substrate at temperatures exceeding 1,500°F (815°C). To assure adhesion, only glasses possessing thermal expansion qualities lower than those of the steel plate shall be accepted.

2.0 FITNESS APPARATUS

Complete Fitness Route shall consist of four (4) cluster exercise stations. See project plans for event sequence.

2.1 Cluster Group A

No. 9700-A-03 Fitness Cluster Group A with SofDek™ Benches shall consist of an instructional sign and six exercise activities as follows:

- Heel-Flex
- Toe-Reach
- Hip-Flex
- Toe-Touch

- Knee-Grip
- Arm-Stretch

2.2 Cluster Group B

No. 9700-B-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Vault-Over
- Sit-Up
- Push-Off

2.3 Cluster Group C

No. 9700-C-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Leg-Flex
- Body-Tuck
- Body-Pull

2.4 Cluster Group D

No. 9700-C-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Leg-Over
- Arm-Walk
- Hop-Over

3.0 METAL MATERIALS

3.1 Posts

All posts shall be 4-1/2" (o.d.) schedule 40 steel pipe with a minimum wall thickness of 7/32" in accordance with ASTM A-53, Type E, Grade A. *Thin wall tubing is not acceptable.* Posts and their end caps shall be CASPAX-7™ finished in accordance with Section 4.0.

3.2 End Treatment

Exposed ends of posts shall be fitted with a cast aluminum (384 alloy) hemi-dome end cap permanently adhered in place. Easily vandalized plastic and/or friction fit end caps are not permitted.

3.3 Post Embedment

Posts shall be embedded 3'-0" (915 mm) below grade in concrete footings as depicted on the erection drawings. Actual concrete footing sizes can vary and depend on job site and climatic conditions. Consult project engineer/owner for exact requirements. Posts shall include through holes to receive two No. 4 reinforcing bars (to be supplied by installing contractor).

Separate bench frames and smaller pipe apparatus shall be embedded 1'-6" (460 mm) below grade except for Arm-Walk which shall be embedded 3'-0" (915 mm) below grade.

3.4 Collars

Cast aluminum (384 alloy) two-piece attachment collars shall be provided in sufficient quantity to connect all rails to support posts. Collars must be formed to recess bolt fastener. Each collar set shall include two vandal-resistant stainless steel socket-head cap screws with nuts and two 1/4" x 1" drive rivets. Collars shall be CASPAX-7 finished in accordance with Section 4.0.

3.5 Straight and Curved Rails

Unless otherwise noted, all steel straight and curved rails shall be 1-5/16" (33 mm) o.d. schedule 40 steel pipe in accordance with ASTM A-53, Type E, Grade A. Straight and Curved Rails shall be CASPAX-7 finished in accordance with Section 4.0.

3.6 SofDek Perforated Steel Benches

Benches shall be manufactured of 11 gage (.125" thick) perforated mild steel plate. Each unit shall be reinforced with 1/4 inch thick mild steel bar as necessary to insure structural integrity. No sharp metal edges shall be exposed. Benches shall be thermo-plastic finished in accordance with 5.1.4.

3.7 Fabrication

All welds shall comply with AWS standard D1.1. All edges, ends, and welds shall be ground smooth by hand to a maximum grit of 36 and shotblasted to a uniform surface texture.

3.8 Quality Control

Inspectors shall examine metal components for correct fabrication, fastener hole alignment, and smoothness.

3.9 Additional Hardware

Additional hardware shall be provided in sufficient quantity to complete assembly of the PipeLine Fitness Clusters. All hardware shall be brown finished with CASPAX-7, or galvanized, or electrostatic zinc plated in accordance with the manufacturer's standard.

4.0 METAL FINISH

Metal parts, except fasteners and sign panels, shall be finished with CASPAX-7, a colorful, tough, opaque, exterior use powder coating. *Liquid, epoxy, or lead-containing powder coatings are not acceptable.* The CASPAX-7 color shall be the manufacturer's standard brown.

4.1 Cleaning

Substrate preparation shall consist first of mechanical cleaning to remove heavy mill scale, rust, varnish, grease, etc., then chemical cleaning in accordance with TT-C-490C, Methods I and III.

4.2 Phosphate Application

After cleaning, the metal substrate shall receive a corrosion-inhibiting iron phosphate coating in accordance with TT-C-490C, Type II, before application of the final color coat.

4.3 Powder Application

The coating powder shall be uniformly applied by the electrostatic method to a minimum thickness of six mils. Promptly after the application of the powder, the coating shall be oven-cured at 400°F (204°C) to chemically bond the finish to the substrate and to render the color finished surface resistant to abrasion, impact, household chemicals, weathering and rusting.

4.4 Chronological Importance

For a corrosion-inhibiting agent to be effective, all fabrication including cutting, coping, grinding, and welding *must be completed before application of the corrosion-inhibiting agent*. Corrosion-inhibiting agent applied prior to fabrication are not acceptable.

4.5 Quality Control

The applicator shall test the finish of each lot for correct millage, chemical resistance, hardness, and internal bond in accordance with established industry standard test methods.

Records of this quality control procedure shall be made and retained for two years.

5.0 RECYCLED PLASTIC BENCHES

5.1 Recycled Plastic Slats

Slats shall be made of co-mingled recycled thermoplastic lumber, primarily High Density Polyethylene (HDPE) and UV-inhibited pigment systems. The plastic is derived from post-consumer recycled milk containers. Each are decontaminated to a high purity level, which removes contaminants such as food residue, paper and adhesives with the resulting compounded material containing 100% post-consumer recycled materials.

5.1.1 Color

Color pigments shall be ultraviolet stabilized to ensure highest color fastness. Standard color selection shall be Brown. There shall be only slight color variations between the supplied products.

5.1.2 Characteristics

Slats shall be smooth on four sides, free of splinters, exceptional resistance to moisture, corrosive substances, insects, and other environmental stresses. It does not absorb moisture, therefore it will not rot, warp, splinter or crack. Additionally, it requires no waterproofing, staining, or similar maintenance when used in many exterior applications.

5.1.3 Physical Properties

Density: .25 to .28 lbs/cu. in. (ASTM D 792)

Compressive Strength: 2540 - 2560 psi @ .2 in def. (ASTM D 695)

Tensile strength: 2160 - 2630 psi

Thermal Expansion: .00007 in/in/F (ASTM D696)

5.1.4 Thermoplastic Application

The ultra-violet stabilized thermoplastic coating shall be applied by the electrostatic process to pre-heated substrate to a thickness of approximately 30 mils then allowed to cure before handling. Final Durometer (hardness) shall be 52 on the D Shore scale in accordance with ASTM D 2240. The color coated surface shall bond to the substrate and be resistant to abrasion, impact, household chemicals, weathering and rusting.

6.0 INSTALLATION INSTRUCTIONS AND AIDS

To guide installation, each PipeLine Complete Fitness Route shall be accompanied by bills of materials, written instructions, and an erection plan view drawing to be furnished prior to or with the delivery of the fitness equipment. To facilitate assembly, each part shall be indelibly stenciled with an easily-read identification number keyed to the bills of materials and erection drawings. All components shall be shipped unitized, protectively wrapped, banded for mechanical handling and ready for assembly.

The contract unit price paid per Lump Sum for the "PAR Course" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing a five (5) station PAR Course including instructional signage, necessary footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

14. Interpretive Sign

This work shall consist of providing and installing the Interpretive Signs as shown on the plans and as directed by the County's Construction Manager. The Interpretive Signs shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include securing each sign in place in accordance with Caltrans Roadside Signs Wood Post Typical Installation Detail No. 2 – Two Post Installation.

Materials: Kirby Built Single Sided Message Center Sign (AMC4005) with desert tan in-ground dual post installation, lockable viewing area (67" wide by 41-1/2" high), recycled rubber tack board, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Interpretive Signs placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Interpretive Sign" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Interpretive Signs including setting posts, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

15. Fishing Platform

This work shall consist of providing and installing the Fishing Platform as shown on the plans and as directed by the County's Construction Manager. The Fishing Platform shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include preparing the project site, footings and the complete structure including approach.

Materials: Wood frame construction. No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for "Fishing Platform" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Fishing Platform and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

16. Decomposed Granite Pedestrian Path

The Decomposed Granite Pedestrian Path shall be constructed as shown on the plans and as directed by the County's Construction Manager. The term "Path" is generic and meant to cover the pedestrian path, amphitheater and activity area, access to riparian interaction area, picnic table area, PAR course area; the River Access Steps are not included in this item. Decomposed Granite Pedestrian Path shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. Decomposed Granite Pedestrian Path shall be placed on properly prepared sub-grade and compacted to 90% maximum dry density.

Materials: Decomposed Granite in accordance with Section 20-10 of the CSS. Measurement for this item will be based upon the actual area, in square feet of Decomposed Granite placed in accordance with the drawings and specifications.

The contract unit price paid per square foot for “Decomposed Granite Pedestrian Path” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Decomposed Granite Pedestrian Path including sub-grade preparation, providing and placing aggregate base, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County’s Construction Manager.

17. Amphitheater

This work shall consist of providing and installing one-half of the Amphitheater shown on the plans and as directed by the County’s Construction Manager. One-half shall be determined perpendicular to the seating arrangement; therefore a midpoint of the lowest row of seating will be connected to the midpoint of the highest row of seating and one-half shall be defined as the line that connects these two points. The Amphitheater shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County’s Construction Manager. This work shall include preparing the project site, footings, and the complete structure including approach.

Materials: Heavy wood frame construction with composite seat cap consisting of Trex® “Enhanced Series”, or Engineer approved equivalent. No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for “Amphitheater” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Amphitheater and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County’s Construction Manager.

18. River Access Steps

This work shall consist of providing and installing the River Access Steps as shown on the plans and as directed by the County’s Construction Manager. The River Access Steps shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County’s Construction Manager. This work shall include the preparation of subgrade, 6-Inch Aggregate Base, 10-Inch DG, and the 2”x12” redwood header board.

Materials: Decomposed granite, Type 2 Aggregate Base and redwood header board. Measurement for this item will be based upon the actual distance in Linear Feet, of the steps as measure from the top riser to the lowest riser in the direction of travel in accordance with the drawings and specifications.

The contract unit price paid per Linear Foot for “River Access Steps” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the River Access Steps, and all other

area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

19. Byway Sign

This work shall consist of providing and installing the Byway Signs as shown on the plans and as directed by the County's Construction Manager. The Byway Signs shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include securing each sign in place in accordance with Caltrans Roadside Signs Wood Post Typical Installation Details No.1 and No. 2.

Materials: W2-2 36"x36" black on yellow ASTM Type III/IV, RS-063 24"x24" white on brown ASTM Type III/IV, G33-1 CA, or Engineer approved equivalents. Measurement for this item will be based upon the actual number Each, of Interpretive Signs placed in accordance with the drawings and specifications. In the case where more than one placard is installed on a post (Sign 2) the number of signs will count as one (1).

The contract unit price paid per Each for "Byway Sign" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Byway Signs including setting posts, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

20. Boulder, 3-Ft Height (Min.)

This work shall consist of providing and installing Boulders as shown on the plans and as directed by the County's Construction Manager. The Boulders shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include properly preparing the sub-grade, furnishing and installing each Boulder so they function to limit vehicular access as shown on the plans.

Materials: Rock Boulder (minimum 36-Inch diameter and 36" height). No separate measurement will be made for this item.

The contract unit price paid per Each for "Boulder, 3-Ft Height (min.)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying and placing each boulder as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

21. Temporary Traffic Control

Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," and Section 12, "Temporary Traffic Control," of the CSS and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7 or Section 12 of the CSS.

Traffic control shall be completely in place prior to the start of each day's work. At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Highway closure will not be allowed for this work unless permission is specifically requested and granted by Caltrans, the County's Construction Manager and the Engineer. Temporary closures of the on-site internal circulation roads are allowed with appropriate signage.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags.

Bicycle lanes shall be maintained by the Contractor at all times. Appropriate warning signs designed for bicyclists shall be posted and maintained by the Contractor, as necessary, so that bicyclists can safely traverse the construction zone.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

All hauling on local roads and streets shall be on routes acceptable to the County's Construction Manager. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting. No separate measurement will be made for Temporary Traffic Control.

The contract Lump Sum price paid for “Temporary Traffic Control” shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plan, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the County’s Construction Manager.

22. Landscape

This work shall consist of providing, installing, all landscaping components of the project as shown on the plans and listed in these Technical Specifications and the bid schedule in the project manual. Landscaping shall conform to Section 20, “Landscape” of the CSS. No separate measurement for Landscape shall be made.

The contract price paid per Lump Sum in the bid schedule for Landscape shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscaping as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County’s Construction Manager.

23. Bike Rack

This work shall consist of providing and installing Bike Racks as shown on the plans and as directed by the County’s Construction Manager. The Bike Racks shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County’s Construction Manager. This work shall include the concrete footings that secure the Bike Racks in place. The footings shall consist of 12-Inch diameter sono tube filled with concrete and set to a depth of 48-Inches below grade.

Materials: TimberForm® CycLoops™ model No. 2170 in the bicycle capacity, color standard brown or Engineer approved equivalent. Bike Racks shall be one-piece 2-inch inner diameter schedule 40 mild steel or stainless steel seamless pipe with a minimum wall thickness of 5/32 inch, shape shall be derived from smooth six-inch radius mandrel bends. Steel and cast iron parts shall be coated with CASPAX-7™, a tough, opaque, UV resistant exterior grade polyester powder coating applied to a minimum thickness of 6 mils, or Engineer approved equivalent. Measurement for this item will be based upon the actual number each, of Bike Racks placed in accordance with the drawings and specifications.

The contract unit price paid per Each for “Bike Rack” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Bike Racks including footings, and all

other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

24. Redwood Header

This work shall consist of providing and installing Redwood Header along the edges of the DG path as shown on the plans and as directed by the County's Construction Manager. The Redwood Header shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager.

Materials: Redwood, or Engineer approved equivalent. Measurement for this item will be based upon the actual number of Linear Feet, of Redwood Header placed in accordance with the drawings and specifications.

The contract unit price paid per Linear Foot for "Redwood Header" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Redwood Header and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

25. Upgrade Base Bid Item #18 from Boulder to Pipe Bollard

This work shall consist of providing and installing Bollards (removable mounting) as shown on the plans and as directed by the County's Construction Manager in place of the Rock Boulders. The Bollards shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the concrete footings that secure the Bollards in place. The footings shall consist of 12-Inch diameter sono tube filled with concrete and set to a depth of 48-Inches below grade.

Materials: TimberForm Removable Metal Bollard with Hasp/Hole Cover, Model No. 2190-R, color standard brown, 4-1/2 Inch outer diameter, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Bollards placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Upgrade Base Bid Item #18 from Boulder to Pipe Bollard" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Bollards including footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

26. Riparian Interaction Area

This work shall consist of providing and installing the Riparian Interaction Area as shown on the plans and as directed by the County's Construction Manager. The Riparian Interaction Area shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include properly preparing the sub-grade, furnishing and installing the Rock Rip-Rap, furnishing and installing the native stones to create a relatively flat finished rock surface.

Materials: Rock rip-rap (6-Inch to 12-Inch diameter) and native stones (4-Inch average height with relatively flat side to be used as finished surface). No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for "Riparian Interaction Area" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Riparian Interaction Area including preparation of subgrade, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

27. Temporary Irrigation

This work shall consist of furnishing, installing, operating and maintaining a temporary irrigation system to allow for new landscaping to become established. The temporary system is anticipated to consist of a water truck, pump, pvc distribution line, irrigation heads, and irrigation drip line. The Contractor shall furnish all materials, equipment, and labor as necessary to provide and maintain the irrigation system to supply new landscaping with water. The temporary system shall be installed and maintain to allow for the new landscaping to become established and alive at the end of the one year warranty period. The Contractor shall submit a temporary irrigation plan for review and approval by the Engineer and Construction manager prior to installation of the system. Any deficiencies that are identified in the plan shall be corrected by the Contractor and resubmitted for final approval by the Engineer and the Construction Manager. This task shall include the complete removal of the entire temporary irrigation system at the end of the warranty period.

All work associated with irrigation shall conform to Section 20-3, "Irrigation" of the CSS and these Technical Specifications. No separate measurement for this item will be made.

The contract Lump Sum price paid for "Temporary Irrigation", shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in furnishing, installation, operation and maintenance as necessary and in accordance with the CSS and these Technical Specifications, and as directed by the County's Construction Manager.

The irrigation system will be temporary. All above ground line will be placed as unobtrusively as possible, to be out of sight of park and trail users to the extent possible. In areas where it is not possible or practical to extend the temporary system, supplemental water shall be provided by truck watering or hand watering (e.g., hose, gator bag). Install a complete and efficient landscape irrigation system which will operate in accordance with the specified equipment manufacturer's recommendations and with state and local codes and regulations.

Temporary irrigation will be kept in place for the entire maintenance/warranty period, and then removed (above ground sections) or abandoned (subsurface sections) by Contractor at the end of the maintenance/warranty period.

Contractor shall provide all water, equipment, and materials necessary to complete work. All materials and equipment shall be new and or in excellent working condition.

Source of water may be potable (e.g., fire hydrant) or non-potable (e.g., stream, lake, reclaimed water) as long as the supply is readily available and dependable.

The Contractor shall determine the temporary watering equipment appropriate to meet the performance requirements set forth in these specifications and plans.

The Contractor shall adhere (at a minimum) to the following irrigation schedule for no less than one year after planting:

January through March: As needed.*
 April & May: One time per week.
 June through August: Two times per week.
 September & October: One time per week.
 November & December: As needed.*

*Contractor shall irrigate as may be necessary to account for either a lack of snowfall or unseasonably warm conditions. This may require as much as one irrigation per week during winter months.

The temporary irrigation system shall meet (at a minimum) the following performance specifications:

ITEM	QTY	GAL/HR	TIME AMOUNT (HR)	DAY/WEEK	WATER USE (GAL/WEEK)
Tree	6	10	1	2	120
Shrub	55	5	1	2	550

TOTAL WATER USE

670 gal/wk

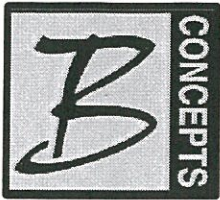
28. General Construction Specifications for Land Development & Improvement Projects in Mono County

- A. Contractor shall conduct all grading operations in conformance with the Construction Safety Orders of the State of California, Department of Industrial Relations, Division of Industrial Safety. Contractor shall comply with all requirements of general OSHA Standards for the protection of workmen and the general public.
- B. The limits of construction specified on these plans shall be carefully and fully flagged prior to start of construction in a manner to prevent damage to vegetation and disturbance to soils outside of the construction area. Site-disturbing activities shall be restricted to the identified boundaries of the project.
- C. Restrictions on the movements of heavy equipment shall be accomplished through the establishment of designated travel routes and barriers which prevent cutting, scarring and root damage to trees and shrubs not being removed.
- D. Contractor shall be responsible for, and will bear the cost of, resetting any survey stakes or monuments destroyed by his operations.

SECTION III

STRUCTURAL CALCULATIONS

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STRUCTURAL CALCULATIONS

CLIENT: RO ANDERSON

PROJECT: FISHING PLATFORM

LOCATION: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

NOTES: _____



ATTENTION: This Engineer Is Not Responsible For On Site Inspection To Assure Compliance With The Materials Or Workmanship Specified Herein. This Engineer Is Not Responsible For Any Changes In The Plans Or Specifications Unless Approval Is Authorized In Writing By This Engineer. Workmanship Is To Be Of The Highest Quality And In All Cases To Follow Accepted Construction Practice, The Uniform / International Building Code, And Local Building Department Standards. Please Review All Plans And Specifications Prior To Construction.

JOB #: 14094



Client: RO ANDERSON

Job No.: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: PRC

Sheet No.:

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

GENERAL CONSTRUCTION NOTES:

1. GENERAL

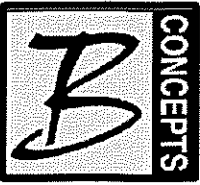
- a) All work shall conform to the 2012 IBC and applicable local codes.
- b) Where applicable, allowable stresses have been increased for timber 15% (except where prohibited) for snow and 60% for wind and seismic.
- c) All codes and standards shall be the most current edition as of the date of the calculations.
- d) The Engineer is responsible for the structural items in the plans only. Should any changes be made from the design as detailed in these calculations without written approval from the Engineer then the Engineer assumes no responsibility for the entire structure or any portion thereof.
- e) These calculations are based upon a completed structure. Should an unfinished structure be subjected to loads, the Engineer should be consulted for an interim design or if not, will assume no responsibility.
- f) The details shown on the drawings are typical. Similar details apply to similar conditions.

2. SITE WORK

- a) Assumed soil bearing pressure shall be determined in accordance with 2012 IBC Table 1806.2 or if a Geotechnical Report is provided, the Report shall supercede these specifications.
- b) Building sites are assumed to be drained and free of clay or expansive soil. These calculations assume stable, undisturbed soils and level or stepped footings. Any other conditions should be reported to this Engineer.
- c) Foundations shall bear on non-expansive native soil or compacted structural fill. Any loose soil in the bottom of the footing excavations shall be compacted to at least 90% relative compaction or removed to expose firm, unyielding material.
- d) All footings shall bear on undisturbed soil with a footing depth below frostline, (18" or 24" as per local requirements). Footings shall bottom at 12" (minimum) below natural undisturbed grade.
- e) All finished grade shall slope a minimum of 5% away from foundation for a minimum of 10 ft.
- f) This Engineer has not made a geotechnical review of the building site and is not responsible for general site stability or soil suitability for the proposed project.
- g) Foundation design is based on minimum footing dimensions and bearing capacities set forth in Tables 1806.2 and 1809.7 of Chapter 18 of the 2012 IBC or the Geotechnical Report, if available. If no Geotechnical Report is available, assume Class 4 soil with allowable soil bearing pressure as per local policy, uno, with a constant expansion index less than 20.

3. FILL & BACKFILL (GEOTECHNICAL REPORT, IF AVAILABLE, SHALL SUPERCEDE THESE SPECIFICATIONS)

- a) Fill material shall be free from debris, vegetation, and other foreign substances.
- b) Backfill trenches shall be compacted to 90% density per ASTM D1557 to within 12" of finished grade. The top 12" shall be landscape fill.
- c) Backfill at pipe trenches shall be compacted on both sides of pipe in 6" lifts.
- d) Waterproof exterior faces of all foundation walls adjacent to usable spaces.
- e) Backfill at foundation walls shall be compacted to 90% relative density, uno.
- f) Use 4" diameter PVC, uno, perforated pipe sub-drain behind all retaining walls. Slope pipe to drain to daylight and/or drywell.



Client: RO ANDERSON

Job No.: 14034

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

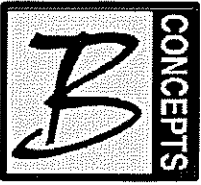
Sheet No.:

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

4. CONCRETE / MASONRY

- a) Concrete shall have a minimum 28 day compressive strength of 2500 psi, uno and 3500 psi for all slabs on grade, uno.
- b) Concrete exposed to freezing & thawing or deicing chemicals shall be air entrained per ACI 318, Section 4.2.1.
- c) All slabs on grade shall have a minimum thickness of 4" and be reinforced with 6x6x10WW mesh at centerline as per ASTM A185, uno.
- d) All slabs on grade shall be placed over 4" minimum of free draining aggregate base compacted to a minimum of 95% relative compaction. Provide 2" sand above and below a 10 mil. (min.) vapor barrier at all living areas and areas requiring moisture protection.
- e) All slab on grade subgrade (upper six inches) shall be scarified, moisture conditioned to within 2% of optimum, and uniformly compacted to at least 90% of maximum dry density as determined by ASTM D1557 and 2012 IBC Chapter 18. This will not be required if slabs are to be placed directly on undisturbed compacted structural fill.
- f) Waterproofing of foundations and retaining walls is the responsibility of the client.
- g) Reinforcement shall be grade 60 as per ASTM A615 uno.
- h) Concrete stem walls and footings perform best as a monolithic pour. Provide vertical #4's @ 16" oc. In stemwall developed into footing for two-poured stemwall / footing assemblies where snow loads exceed 150 psf.
- i) All masonry units shall conform to ASTM C90 grade N.
- j) All masonry cells are to be solid grouted with mortar conforming to ASTM C279 Type S, with a 28 day compressive strength of 2000 psi min.
- k) Reinforcement cover in cast-in-place concrete shall be as follows:
 - 3" - Concrete cast against and permanently exposed to earth.
 - 1 1/2" - Concrete exposed to earth or weather with #5 bars or smaller.
 - 3/4" - Concrete not exposed to weather or in contact with ground, #11 bars and smaller.
 - 1 1/2" - Beams, columns, and pilasters, cover over ties.
 - 1 1/2" - clear to top for reinforcement in slabs on grade. Per ACI 318, Section 7.7.1.
- l) Provide slab control joints (saw cut or plastic inserts) at incremental spacing each way. Joint depth to be 1/4 of slab depth. Maximum recommended distance between joints is 12'.
- m) Vertical steel placement in masonry stem walls to be #4 bars at 32" o.c. maximum spacing, uno.
- n) Horizontal steel placement in masonry stem walls to be #4 bars at 24" o.c. maximum spacing, uno.
- o) Reinforced concrete shall conform to applicable requirements of IBC and ACI Standard 318.
- p) Aggregate shall conform to ASTM C33 for stone aggregate.
- q) Use normal weight concrete (145 pcf) for all concrete, uno. Use Type II cement, uno. Use Type V cement if soil contains sulfate concentrations of 0.2% or more.
- r) Weather protection:
 - 1) In hot weather, follow "Hot Weather Requirements", per ACI 318, Section 5.13.
 - 2) In cold weather, follow "Cold Weather Requirements", per ACI 318, Section 5.12.
- s) All reinforcing steel and anchor bolts shall be accurately located and adequately secured in position before and during placement of concrete.
- t) All details of fabrication and installation of reinforcing steel shall be in accordance with the ACI Manual of Standard Practice.
- u) Client shall level completed foundation before commencing framing and record any variations in the foundation of 1/2" or greater.



Client: RO ANDERSON

Job No.: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

Sheet No.: 2

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

5. FRAMING / LUMBER

a) Roof plywood thickness is per APA load tables based upon roof live load and framing spacing. Apply face grain perpendicular to framing, stagger panels and nail per plan.

b) Floor plywood shall be APA rated plywood and glued and nailed per plan.

c) Plywood shall conform to APA, PS 1. Shear plywood shall be 'Exposure 1' C-D, C-C, or rated panel siding, uno. Alternate sheathing may be substituted for floors, roofs, and shear walls provided they are structurally equivalent to the plywood specified. Plywood permanently exposed to weather and/or moisture shall be rated 'Exterior'.

d) Wood structural panel diaphragms and shear walls shall be constructed with wood structural panel sheets not less than 4 feet by 8 feet, except at boundaries and changes in framing where minimum sheet dimensions shall be 2 feet by 4 feet. Framing members or blocking shall be provided at the edges of all sheets in shear walls.

e) Headers that are not specifically addressed in the calculations shall be typical header specified on the plans. (OK by observation).

f) All foundation sill plates, nailers, and ledgers in direct contact with concrete and within 8" of ground shall be pressure treated Douglas Fir or Hem Fir.

g) Studs shall be stud grade or better. In no instance shall a stud wall be used to retain soil or resist lateral pressure due to snow loading. In the case of snow build up against a stud wall the owner shall be responsible to eliminate snow to stud wall contact.

h) All framing lumber shall be Douglas Fir Larch with moisture content less than 19%, uno.

i) Glu-lame shall be 24F-V4 uno. Glu-lame exposed to weather must be rated for exterior use by the manufacturer or approved protection from exposure to be provided. In beams for floor applications, zero camber shall be provided.

j) Laminated veneer lumber (LVL) and engineered wood beams (EWB) specified shall have the following minimum design strengths: 1 3/4" wide: $F_b=2600$ psi, $F_v=285$ psi, $E=1,900,000$ psi and 2-11/16" wide & up: $F_b=2900$ psi, $F_v=285$ psi, $E=2,000,000$ psi.

k) Where multiple trimmers or studs are specified, those trimmers are to be stacked in all wall framing and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, uno.

l) Where posts with column caps, straps, or bearing plates are called out for, the load is to be transferred to the foundation with posts as specified and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, uno.

m) All built up, laminated double or multiple 2X joists and beams shall be nailed together with (3) rows of 16d nails at 12" oc. staggered, uno. Three piece members shall be nailed from each side.

n) All 4x and 6x posts and columns shall be DF. #1 or better, uno. All other 4x and 6x framing members shall be DF. #2 or better, uno.

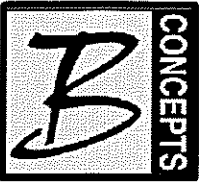
o) All framing members specified in these calculations are minimums, and larger members may be substituted.

p) All floor openings shall be between joists, uno.

q) DO NOT drill holes, notch, or cut into beams, studs, and joists, unless detailed on the plans.

r) When using "green" lumber, care shall be taken to allow for the effects of shrinkage. If necessary to avoid sagging, joists, rafters, and beams shall be braced at midspan until lumber has dried out and reached a stable moisture content.

s) Where feasible manufactured options have been specified, engineer recommends the use of manufactured lumber products in lieu of dimensional lumber in all cases to control shrinkage related problems.



Client: RO ANDERSON

Job No.: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

Sheet No.: 3

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

6. TRUSSES

a) All prefabricated trusses shall be fabricated by a code approved manufacturer. The manufacturer shall be responsible for the design and certification of the trusses.

b) It is the responsibility of the manufacturer to conform the truss design according to the loading conditions as called for in these calculations, such as (1) live and dead loads, (2) truss spacing, (3) spans and eave overhang, (4) roof pitch, (5) bearing points, and (6) drag loads.

c) Client shall supply to the Engineer calculations and shop drawings for approval prior to fabrication.

d) All calculations and shop drawings shall be signed by a registered engineer of the state in which the structure is to be built.

e) Trusses shall be designed in accordance with the latest local approved codes and ordinances for all loads imposed, including lateral loads and mechanical equipment loads. Truss fabricator shall review all architectural drawings and meet architectural profiles as indicated.

f) Shop drawings shall also include the following information: 1) Project name and location. 2) All design loads as set forth in these calculations. 3) Member stresses, deflections, type of joint plates, and allowable design values. Truss joints shall be designed per requirements of the Truss Plate Institute (TPI). 4) Type, size, and location of hangers to be used for the project. Hangers shall be designed to support the full vertical load and a lateral load equal to 20% of the vertical reaction. All connectors shall be code approved and of adequate strength to resist the stresses due to the loading involved.

g) The truss manufacturer shall be responsible for all truss to truss connections, all truss to girder connections, and if the girder truss is made up of more than one truss, all connections between these trusses.

h) The truss manufacturer shall insure that the truss package meets the profile as required by the contract documents.

i) Total load deflection shall be limited to $L/240$. Live load deflection shall be limited to $L/360$.

j) Trusses are to be handled, installed, and braced in accordance with BCSI-B1 by the TPI and WTCA.

k) Where truss blocking is called out, the blocking piece shall be the same depth as the adjoining members and capable of resisting a lateral load equal to 500 pounds in its plane, U.N.O., or be sheathed with 1/2" CDX plywood and nailed with 10d common nails at 6" o.c. edge nailing.

l) The truss manufacturer shall be responsible for the design of all trusses used as drag or chord members and shall insure that such trusses are placed as required on the framing plans. The amount of load to be laterally transmitted by the member shall be a minimum of 2000 pounds unless otherwise shown on the framing plans.

m) The truss manufacturer shall provide a means of attic access when spacing is 16" o.c. or less.

n) Gable end trusses shall be structural, designed to support overhang and to allow a top chord notch of 1/2".

o) Girder trusses are to be supported by multiple trimmers, uno.

p) All non-bearing walls are to have a 1/2" gap to the bottom chord of trusses.

q) When snow loads exceed 50 psf the trusses shall be stacked over wall studs at bearing points.

7. HARDWARE / STRUCTURAL STEEL

a) All hardware specified shall be Simpson Strong-Tie Co. (or equal) installed per manufacturer's specifications, uno. All Hardware located in wet service locations shall be stainless steel or hot-dipped galvanized. Hardware or fasteners that are to contact preservative treated (p.t.) or fire retardant treated wood must be stainless steel or hot-dipped galvanized. Additional care must be given to the corrosivity of certain combinations of p.t. lumber and uncoated and even coated hardware and fasteners. It is anticipated that the chemical treatments of the available lumber in any region will change over time. Check with the p.t. lumber manufacturer in regards to the exact chemical composition of the p.t. treated lumber being used, and then contact the engineer of record to verify the correct specification for the hardware and fasteners.



Client: RO ANDERSON

Job No.: 14094

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Sheet No.: 4

Address: MOUNTAIN GATE - PHASE 2
MONO COUNTY, CA

b) Structural steel shall conform to ASTM A36, uno. Structural wide flange steel shall conform to ASTM A992 GR50, uno. Pipe columns shall conform to ASTM A53, Type E or S, uno. Hollow structural steel sections shall conform to ASTM 500, Grade B, uno.

c) All welding shall conform to the American Welding Society specifications. All welding shall be done by welders certified by the local building authority. All shop welding shall be in an approved fabricators shop authorized by the local building authority or specific inspection per the CBC shall be provided. All field welding shall require special inspection per 2012 IBC Section 1704.

d) All welding electrodes shall be ETOXX or shielded wires with F_y greater than 70ksi.

e) All nails specified are common nails. Nails for sheathing may differ as specified in the shear wall schedule. No substitutions unless specified on plans or in these calculations or approved in writing by Engineer.

f) The minimum nailing for all framing shall conform to 2012 IBC Table 2304.9.1.

g) All bolts specified must meet ASTM A307. Bolt holes shall be 1/32" to 1/16" larger than the specified bolt. Washers shall be used at each bolt head and nut next to wood. All washers to be not less than standard cut washers.

h) Provide 229" (3 GA.) x 3" x 3" washers on all foundation anchor bolts. The edge of the washer needs to be installed such that the edge of the plate washer is within 1/2" of the edge of the sheathed edge of the sill.

i) In steel to steel connections thread shall be excluded from shear plane.

8. DESIGN LOADS

a) All floor and roof systems shall be designed per the 2012 IBC Chapter 16. Use floor design loads as set forth in Table 1607.1 of the 2010 CBC. Use roof design loads as set forth in Section 1607.11 of the 2012 IBC.

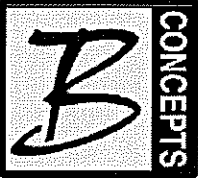
b) Snow loading as per Figure 1608.2 and Section 1608 of the 2012 IBC, and ASCE 7 Section 7 and local amendments.

c) Where snow loads occur that are in excess of the design conditions, the structural systems shall be designed for such loads as determined by the local building official.

d) Every building or structure and every portion thereof shall be designed to resist wind effects in accordance with 2012 IBC Section 1609 and ASCE 7 Section 26.

e) Every building or structure and every portion thereof shall be designed to resist the effects of seismic ground motions in accordance with 2012 IBC Section 1613 and ASCE 7 Sections 11 thru 13.

f) Design snow loads of 30 psf or less need not be combined with seismic loads. Where design snow loads exceed 30 psf the design snow load shall be included with seismic loads, but may be reduced up to 80%. Some jurisdictions use lesser reductions, see seismic calculations.



Client: RO ANDERSON

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Project: FISHING PLATFORM

Prepared By: PRC

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Address: MOUNTAIN GATE - PHASE 2

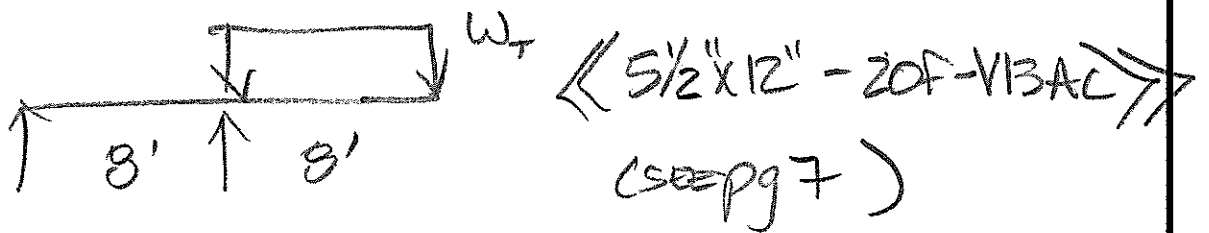
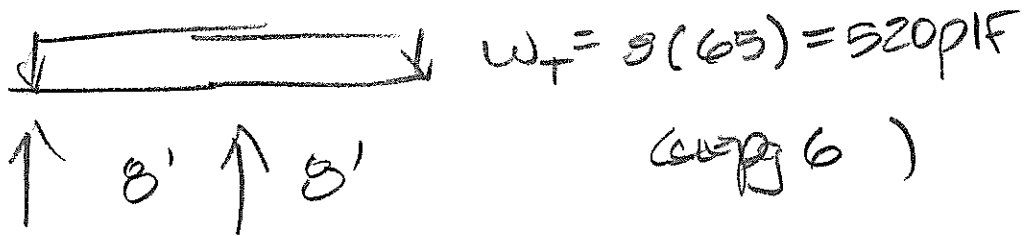
MONO COUNTY, CA

1

$$l = 8' \quad W = (55 + 10)^{\text{STD}} (1 \frac{1}{2}) = 87 \text{PIF} \quad R = 847 \#$$
$$M = 696 \text{ AFT} \quad V = - \quad EI = 31 \times 10^6$$

⟨⟨ 2x8 AYC #2 @ 16" o.c. ⟩⟩

2





WoodWorks[®]
SOFTWARE FOR WOOD DESIGN

COMPANY
BUILDING CONCEPTS, INC.
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775-782-8886
June 5, 2014 16:27

PROJECT

14094-2.wwb

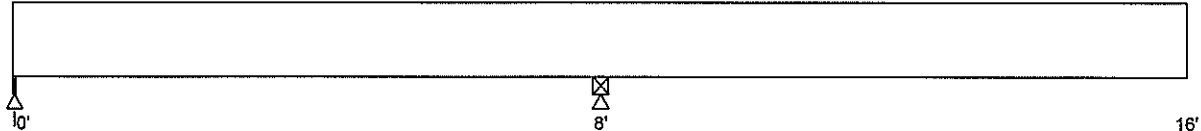
6

Design Check Calculation Sheet
Sizer 6.4

LOADS (lbs, psf, or plf) :

Load	Type	Distribution	Magnitude		Location [ft]		Pat-tern
			Start	End	Start	End	
WD	Dead	Full UDL	80.0				No
WS	Snow	Full UDL	440.0				Yes

MAXIMUM REACTIONS (lbs) and BEARING LENGTHS (in) :



Dead			1489		
Live	880		7040		
Uplift	880				
Total	880		8529		
Bearing:					
Load Comb	#3		#2		#0
Length	0.50*		2.60		0.00
Cb	1.00		1.14		0.00

*Min. bearing length for beams is 1/2" for exterior supports

Glulam-Bal., West Species, 20F-V13 AC, 5-1/8x12"

Self-weight of 13.08 plf included in loads;
Lateral support: top= at supports, bottom= at supports;

Analysis vs. Allowable Stress (psi) and Deflection (in) using NDS 2001 :

Criterion	Analysis Value	Design Value	Analysis/Design
Shear	$f_v = 92$	$F_v' = 240$	$f_v/F_v' = 0.38$
Bending(+)	$f_b = 71$	$F_b' = 1991$	$f_b/F_b' = 0.04$
Bending(-)	$f_b = 1664$	$F_b' = 1978$	$f_b/F_b' = 0.84$
Deflection:			
Interior Live	-0.07 = <L/999	0.27 = L/360	0.27
Total	-0.09 = <L/999	0.40 = L/240	0.22
Cantil. Live	0.76 = L/125	0.53 = L/180	1.43
Total	0.99 = L/97	0.80 = L/120	1.23

ADDITIONAL DATA:

FACTORS:	F	CD	CM	Ct	CL	CV	Cfu	Cr	Cf _{rt}	Notes	C _n	LC#
F _v '	240	1.00	1.00	1.00	-	-	-	-	1.00	1.00	1.00	2
F _b ' ⁺	2000	1.00	1.00	1.00	0.996	1.000	1.00	1.00	1.00	1.00	-	3
F _b ' ⁻	2000	1.00	1.00	1.00	0.989	1.000	1.00	1.00	1.00	1.00	-	2
F _{cp} '	560	-	1.00	1.00	-	-	-	-	1.00	-	-	-
E'	1.5 million	1.00	1.00	-	-	-	-	-	1.00	-	-	4

Custom duration factor for Snow load = 1.00

Shear : LC #2 = D+S, V = 4265, V design = 3764 lbs
 Bending(+): LC #3 = D+S (pattern: Ss), M = 725 lbs-ft
 Bending(-): LC #2 = D+S, M = 17059 lbs-ft
 Deflection: LC #4 = D+S (pattern: sS) EI= 1107e06 lb-in²
 Total Deflection = 1.50(Dead Load Deflection) + Live Load Deflection.
 (D=dead L=live S=snow W=wind I=impact C=construction CLD=concentrated)
 (All LC's are listed in the Analysis output)
 (Load Pattern: s=S/2, X=L+S or L+C, _=no pattern load in this span)
 Load combinations: ICC-IBC

DESIGN NOTES:

- Please verify that the default deflection limits are appropriate for your application.
- Glulam design values are for materials conforming to AITC 117-2001 and manufactured in accordance with ANSI/AITC A190.1-1992
- Grades with equal bending capacity in the top and bottom edges of the beam cross-section are recommended for continuous beams.
- GLULAM: bxd = actual breadth x actual depth.
- Glulam Beams shall be laterally supported according to the provisions of NDS Clause 3.3.3.
- GLULAM: bearing length based on smaller of F_{cp}(tension), F_{cp}(comp'n).
- The critical deflection value has been determined using maximum back-span deflection. Cantilever deflections do not govern design.



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June 5, 2014 16:31

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14094-2B.wwb

7

Design Check Calculation Sheet
Sizer 6.4

LOADS (lbs, psf, or plf) :

Load	Type	Distribution	Magnitude		Location [ft]		Pat-tern
			Start	End	Start	End	
WD	Dead	Partial UD	80.0	80.0	8.00	16.00	No
WS	Snow	Partial UD	440.0	440.0	8.00	16.00	Yes
WDE	Dead	Partial UD	1.0	1.0	0.00	8.00	No

MAXIMUM REACTIONS (lbs) and BEARING LENGTHS (in) :



	Δ 0'	Δ 8'	16'
Dead		1173	
Live		5280	
Uplift	2076		
Total		6453	
Bearing:			
Load Comb	#0	#2	#0
Length	0.00	1.87	0.00
Cb	0.00	1.20	0.00

Glulam-Bal., West Species, 20F-V13 AC, 5-1/8x12"

Self-weight of 13.08 plf included in loads;
Lateral support: top= at supports, bottom= at supports;

Analysis vs. Allowable Stress (psi) and Deflection (in) using NDS 2001 :

Criterion	Analysis Value	Design Value	Analysis/Design
Shear	$F_v = 92$	$F_v' = 240$	$F_v/F_v' = 0.38$
Bending(-)	$F_b = 1664$	$F_b' = 1978$	$F_b/F_b' = 0.84$
Deflection:			
Interior Live	-0.09 = $L/999$	0.27 = $L/360$	0.33
Total	-0.11 = $L/841$	0.40 = $L/240$	0.29
Cantil. Live	0.82 = $L/116$	0.53 = $L/180$	1.54
Total	1.08 = $L/89$	0.80 = $L/120$	1.34

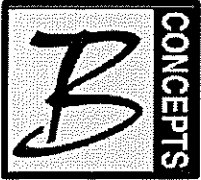
ADDITIONAL DATA:

FACTORS: F CD CM Ct CL CV Cfu Cr Cfrt Notes Cn LC#
 F_v' 240 1.00 1.00 1.00 - - - 1.00 1.00 1.00 2
 F_b' 2000 1.00 1.00 1.00 0.989 1.000 1.00 1.00 1.00 1.00 - 2
 F_{cp}' 560 - 1.00 1.00 - - - 1.00 - - -
 E' 1.5 million 1.00 1.00 - - - 1.00 - - 2
 Custom duration factor for Snow load = 1.00

Shear : LC #2 = D+S, V = 4265, V design = 3764 lbs
 Bending(-): LC #2 = D+S, M = 17059 lbs-ft
 Deflection: LC #2 = D+S EI= 1107e06 lb-in²
 Total Deflection = 1.50(Dead Load Deflection) + Live Load Deflection.
 (D=dead L=live S=snow W=wind I=impact C=construction CLd=concentrated)
 (All LC's are listed in the Analysis output)
 (Load Pattern: s=S/2, X=L+S or L+C, _=no pattern load in this span)
 Load combinations: ICC-IBC

DESIGN NOTES:

1. Please verify that the default deflection limits are appropriate for your application.
2. Glulam design values are for materials conforming to AITC 117-2001 and manufactured in accordance with ANSI/AITC A190.1-1992
3. Grades with equal bending capacity in the top and bottom edges of the beam cross-section are recommended for continuous beams.
4. GLULAM: bxd = actual breadth x actual depth.
5. Glulam Beams shall be laterally supported according to the provisions of NDS Clause 3.3.3.
6. GLULAM: bearing length based on smaller of F_{cp} (tension), F_{cp} (comp'n).
7. The critical deflection value has been determined using maximum back-span deflection. Cantilever deflections do not govern design.



Client: RO ANDERSON

Job No.: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

Sheet No.: 8

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

FOOTING DESIGN

PIER CAPACITY

<u>PIER</u>	<u>LOAD</u>	<u>PIER REQUIRED</u>
-------------	-------------	----------------------

$$-2^k < P < 2^k$$

$$P = 4.3^k \rightarrow 8.6^k$$

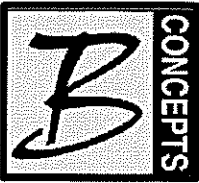
18" □

32" □

FOOTING CAPACITY

<u>FOOTING</u>	<u>LOAD / FT</u>	<u>FOOTING REQUIRED</u>
----------------	------------------	-------------------------

N/A



Client: RO ANDERSON

Job No.: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

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Sheet No.: 9

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

FOOTINGS

PIER SCHEDULE

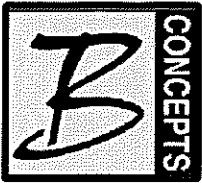
<u>SYMBOL</u>	<u>WIDTH</u> (each side)	<u>DEPTH</u>	<u>STEEL</u> (each way)	<u>CAPACITY, #</u> 1000 PSF	<u>CAPACITY, #</u> 1500 PSF	<u>CAPACITY, #</u> 2000 PSF
12	12'	10'	(2) #4's	1,000	1,500	2,000
16 OR 18 DIA.	16'	10'	(2) #4's	1,711	2,667	3,566
→ 18 OR 21 DIA.	18'	10'	(2) #4's	2,250	3,375	4,500
21 OR 24 DIA.	21'	10'	(2) #4's	3,063	4,594	6,125
24	24'	10'	(3) #4's	4,000	6,000	8,000
28	28'	12'	(3) #4's	5,444	8,166	10,888
→ 32	32'	12'	(4) #4's	7,111	10,666	14,222
36	36'	12'	(5) #4's	9,000	13,500	18,000
42	42'	12'	(6) #4's	12,250	18,375	24,500
48	48'	14'	(7) #4's	16,000	24,000	32,000
54	54'	14'	(8) #4's	20,250	30,375	40,500
60	60'	14'	(9) #4's	25,000	37,500	50,000
66	66'	14'	(10) #4's	30,250	45,375	60,500
72	72'	14'	(11) #4's	36,000	54,000	72,000

PERIMETER FOOTING SCHEDULE

<u>SYMBOL</u>	<u>WIDTH</u>	<u>DEPTH</u> (N/A) TO MONOFOUR	<u>STEEL</u> (CONTINUOUS)	<u>CAPACITY, #/FT</u> 1000 PSF	<u>CAPACITY, #/FT</u> 1500 PSF	<u>CAPACITY, #/FT</u> 2000 PSF
12	12'	8'	(1) #4's	1,000	1,500	2,000
16	16'	8'	(1) #4's	1,333	2,000	2,667
18	18'	8'	(2) #4's	1,500	2,250	3,000
21	21'	8'	(2) #4's	1,750	2,625	3,500
24	24'	8'	(2) #4's	2,000	3,000	4,000
28	28'	10'	(3) #4's	2,333	3,500	4,666
32	32'	10'	(3) #4's	2,666	4,000	5,333

STEMWALL

- 8' Wide w/ (1) #4 Cont. @ Top, UNO. Provide #4 Verticals @ 48' o.c., Hook @ Footing. (Alternate Hooks). Provide #4 Vert. @ 32' o.c. & #4 Horiz. @ 24' o.c. at CMU Stemwalls.
- If Stemwall Exceeds 36' Above Top Of Footing, Use #4's @ 18' o.c. Horizontal Continuous & #4's @ 18' o.c. Vertical, UNO.
- All Footings Shall Bear On Undisturbed Soil, Soil Bearing Pressure Shall be Determined by the Geotechnical Report, Local Building Codes or 2012 IBC Table 1806.2.
- Exterior Footings To Be Placed 18' Or 24' Below Grade Per Applicable Local Codes



Client: RO ANDERSON

Job No: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

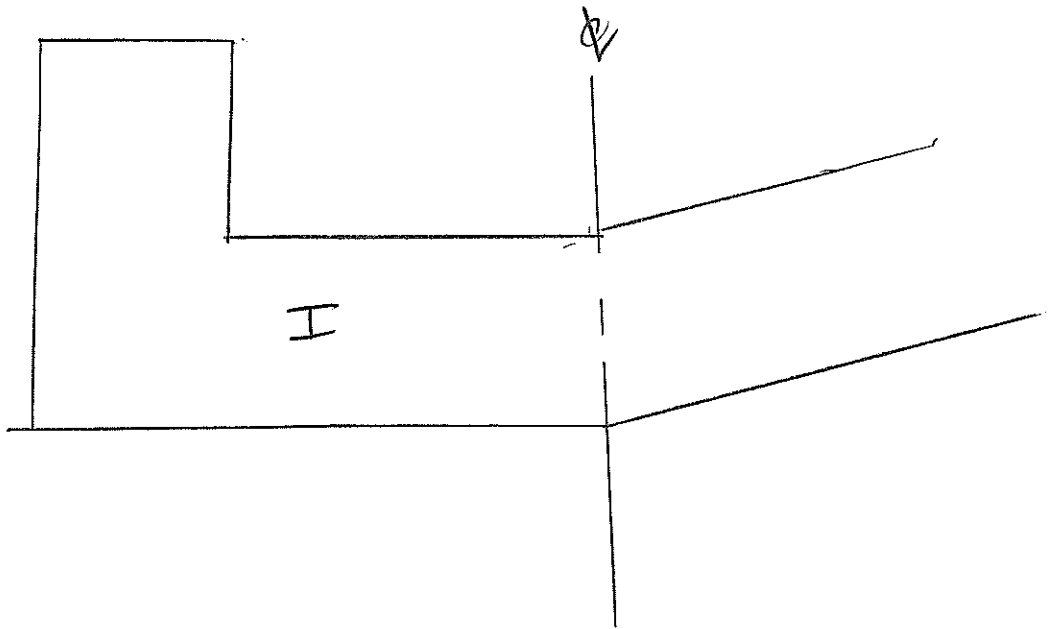
Sheet No: 10

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

LATERAL DESIGN

SKETCH OF STRUCTURE:





Client: RO ANDERSON

Job No: 14094

Date: JUNE, 2014

Project: FISHING PLATFORM

Prepared By: FRC

Sheet No: //

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

LATERAL DESIGN

LAT. 38.51

LONG. -119.45

SEISMIC DESIGN CATEGORY (CBC Table 16135.6.(1), ASCE Table 11.6-1): D

SIMPLIFIED SEISMIC DESIGN PROCEDURE (PER ASCE 7 SECTION 12.14)

THIS STRUCTURE MEETS THE LIMITATIONS OF ASCE 7 SECTION 12.14 ✓

$$S_{Ds} = \frac{2}{3} \cdot F_a \cdot S_s \quad 1.035$$

$$V = \frac{F \cdot S_{Ds}}{1.4 R} \cdot III$$

$$V = \underline{\underline{.493 III}}$$

V = Working stress level base shear (*)

S_{Ds} = design elastic response acceleration at short periods (0.2 sec) (g)

F_a = Site Coefficient specified in CBC Table 1613.5.3(1), ASCE Table 11.4-1. (1.0 for site class D when S_s greater than 125g)

S_s ≤ 1.5 = mapped spectral acceleration for short periods (g) (CBC Figure 1613.5(3), ASCE Figure 22-3)

1.4 = Allowable Stress Design Factor (ASCE 7, Ch. 2 - Basic Load Combs.)

- F = 1.0 for one-story buildings
- = 1.1 for two-story buildings
- = 1.2 for three-story buildings

R = response modification factor specified in ASCE Table 12.14-1 (6.5 for light frame wall with wood/steel shear panels) (4.0 for ordinary reinforced concrete walls)

W = effective seismic weight per ASCE 7 Section 12.14.8.1

SEISMIC DESIGN LOADS:

→ R = 1.5

$$V' = .493 (5.5/5 + 10) = 10.35 \text{ psf}$$

$$V = 10.35 (5/12 \text{ ft}) = 5.3 \text{ k}$$

$$V = 5.3 \text{ k} / 14 = \underline{\underline{379 \text{ \# / pier}}}$$

USGS Design Maps Summary Report

User-Specified Input

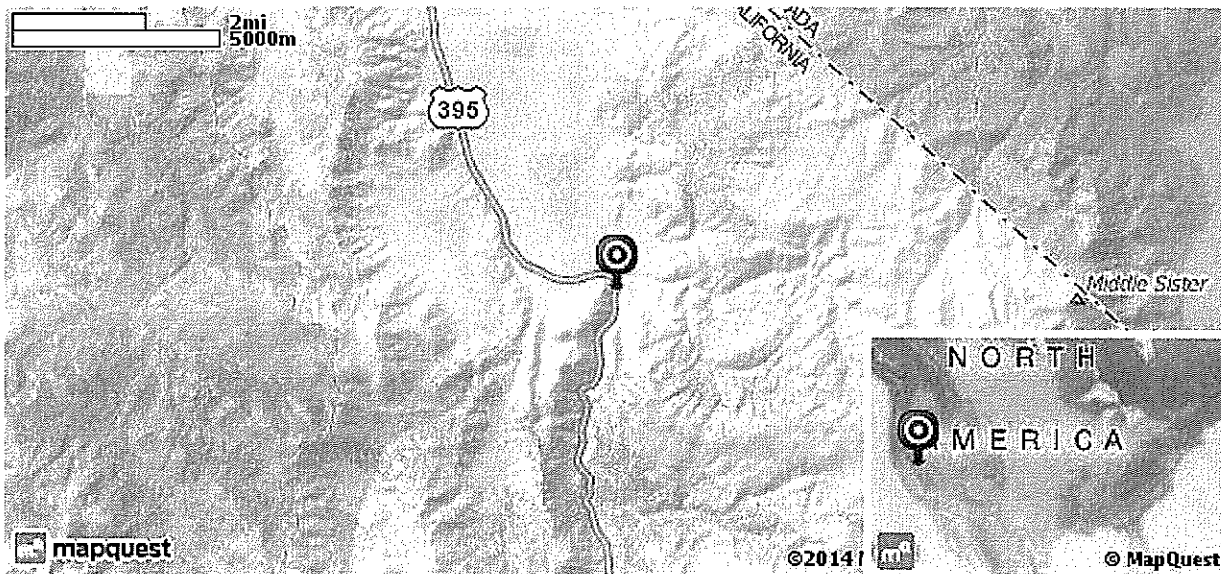
Report Title FISHING PLATFORM
Fri June 6, 2014 00:22:41 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 38.51°N, 119.45°W

Site Soil Classification Site Class D - "Stiff Soil"

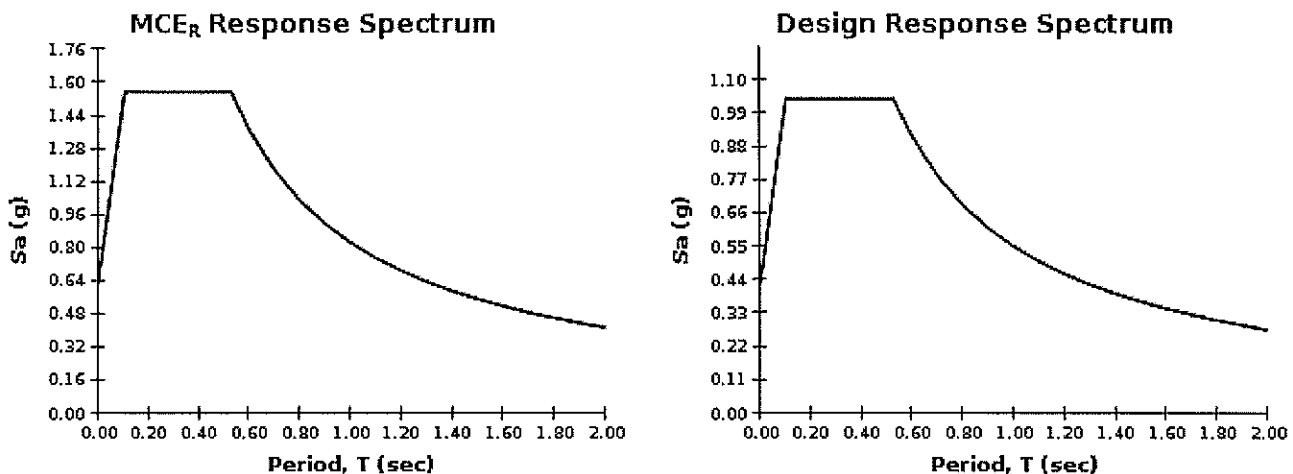
Risk Category I/II/III



USGS-Provided Output

$S_s = 1.553 \text{ g}$	$S_{MS} = 1.553 \text{ g}$	$S_{DS} = 1.035 \text{ g}$
$S_1 = 0.550 \text{ g}$	$S_{M1} = 0.825 \text{ g}$	$S_{D1} = 0.550 \text{ g}$

For information on how the S_s and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter

SYMBOLS

Table with columns for EXISTING and PROPOSED symbols, including BEAR PROOF TRASH RECEPTACLE, H/C PARKING SPACE, PONGING TABLE, REVISION NUMBER, SIGN, SURVEY CONTROL POINT, and TREE.

ABBREVIATIONS

Table of abbreviations for various organizations and terms, including AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, AMERICAN NATIONAL STANDARDS INSTITUTE, AMERICAN SOCIETY OF CIVIL ENGINEERS, AMERICAN SOCIETY OF TESTING AND MATERIALS, AMERICAN WATER WORKS ASSOCIATION, etc.

NOTES

- GENERAL
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL SITE SAFETY DURING CONSTRUCTION AND ALL WORK SHALL CONFORM TO PERMITS, SAFETY REGULATIONS AND CODES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING PIPING, UTILITIES, STRUCTURES, ADJACENT STREETS, AND IMPROVEMENTS DURING THE PERIOD OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION AND SHORING PROCEDURES.
4. THE CONTRACTOR SHALL MAINTAIN A CLEAN PROJECT SITE, REMOVING CONSTRUCTION DEBRIS AT ROUTES, ADJACENT STREETS AND STORM DRAIN SYSTEMS.
5. ALL UNPROTECTED CONCRETE SHALL BE 4000 PSI WITH 48 AIR ENTRAINMENT ±1.0%.

GRADING

- 1. SLOPE SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL, OR AS DETERMINED BY THE ENGINEER AND APPROVED BY THE COUNTY.
2. FILLS SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATION 200 EDITION (CS3).
3. FILLS SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATION 200 EDITION (CS4).
4. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT EXISTING PROPERTIES DURING CONSTRUCTION OF IMPROVEMENTS.
5. DUST SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE COUNTY, AND IN ACCORDANCE WITH THE AIR QUALITY PERMIT FROM THE CALIFORNIA DIVISION OF ENVIRONMENTAL PROTECTION WHEN REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMITS WHEN REQUIRED.

EROSION CONTROL

- 1. DURING THE ENTIRE DURATION OF THE CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE STATE OF CALIFORNIA RULES AND REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUPPRESS DUST AT ALL TIMES, 24 HOURS A DAY, REGARDLESS OF WHEN CONSTRUCTION ACTIVITIES ARE OCCURRING.
2. IN CASE OF EROSION CONTROL, EMERGENCY CALL CONTRACTOR OR ENGINEER.
3. A STANDBY DRAIN FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES. NECESSARY MATERIALS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT APPROVED LOCATIONS TO CONTROL EROSION.
4. AFTER A MAINTENANCE, ALL SLOPES SHALL BE REPAIRED WITH FRESH GRASS SEEDS AND THE REPAIRS SHALL BE APPROVED BY THE COUNTY.
5. ALL SLOPES AT THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE COMPLETION OF EACH WORKING DAY.
6. A SIX-FOOT HIGH PERIMETER FENCE OR A 24-HOUR GUARD SHALL BE POSTED ON THE SITE MAINWAY. THE DEPTH OF WATER IN A FACILITY EXCEEDS 18 INCHES.

UTILITY COMPANY CONTACTS

UTILITY COMPANY CONTACTS
POWER: LIBERTY UTILITIES, 785-2634, PHILIBERTYUTILITIES.COM
TELEPHONE: FRONTIER, 1-877-357-3477, FRONTIERONLINE.COM

LEGEND, ABBREVIATIONS, & NOTES

Table with columns for NO., DATE, REVISION, BLOCK, and BY.

HATCHING

Table of hatching patterns for EXISTING and PROPOSED materials: EXISTING PAVEMENT, PROPOSED CONCRETE, PROPOSED CONSTRUCTION AREA, EXISTING SURFACE WATER, EXISTING ROCK BEACH, EXISTING GRAVEL AREA, EXISTING DE SURFACE, EXISTING GRAVEL ROAD, EXISTING RIPARIAN INTERSECTION AREA.

LINE TYPES

Table of line types for BUILDING ENVELOPE, CENTERLINE OF RIGHT-OF-WAY, MAJOR CONTOUR, MINOR CONTOUR, PLAIN LINE, STORM DRAIN, RUBBER GASKETED, REINFORCED CONCRETE PIPE (CLASS III), INSTALL PER TYPICAL TRENCH DETAIL 5 ON CS, FILTER FENCE, RIGHT-OF-WAY/PROPERTY LINE, TREE PROTECTION FENCING.

SURVEY CONTROL

BASIS OF BEARING: VERTICAL DATUM FOR THIS PROJECT IS NAVD 83.
BENCHMARK: SET SPINES - 584.6 ELEVATION AS NOTED ON SHEET C01.

SURVEYING

- 1. ALL REQUIRED SURVEYING SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL CONTACT THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS TO SCHEDULE FIELD OBSERVATION PRIOR TO BACKSIGHTING OR INSTALLATION OF CONCRETE.
3. IDENTIFIED TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER OR TESTING FIRM IDENTIFIED IN THESE SPECIFICATIONS ON EACH LIFT OF FILL. ALL COMPACTATION TESTS REQUIRED BY THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION (CS3) OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE TESTING AND THE CORRECTIVE WORK TO ANY ADDITIONAL WORK.

UTILITIES

- 1. NOTIFY THE AFFECTED UTILITY AND UTILITIES 24 HOURS IN ADVANCE OF MAKING ANY NEW CONNECTIONS TO EXISTING UTILITIES OR DISRUPTION IN SERVICE.
2. EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. NO REPAIRS TO EXISTING UTILITIES SHALL BE MADE WITHOUT THE WRITTEN PERMISSION OF THE UTILITY OWNER.
4. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (CALL BEFORE YOU DIG) (1-800-277-6869) FORTY-EIGHT (48) HOURS PRIOR TO START OF CONSTRUCTION.

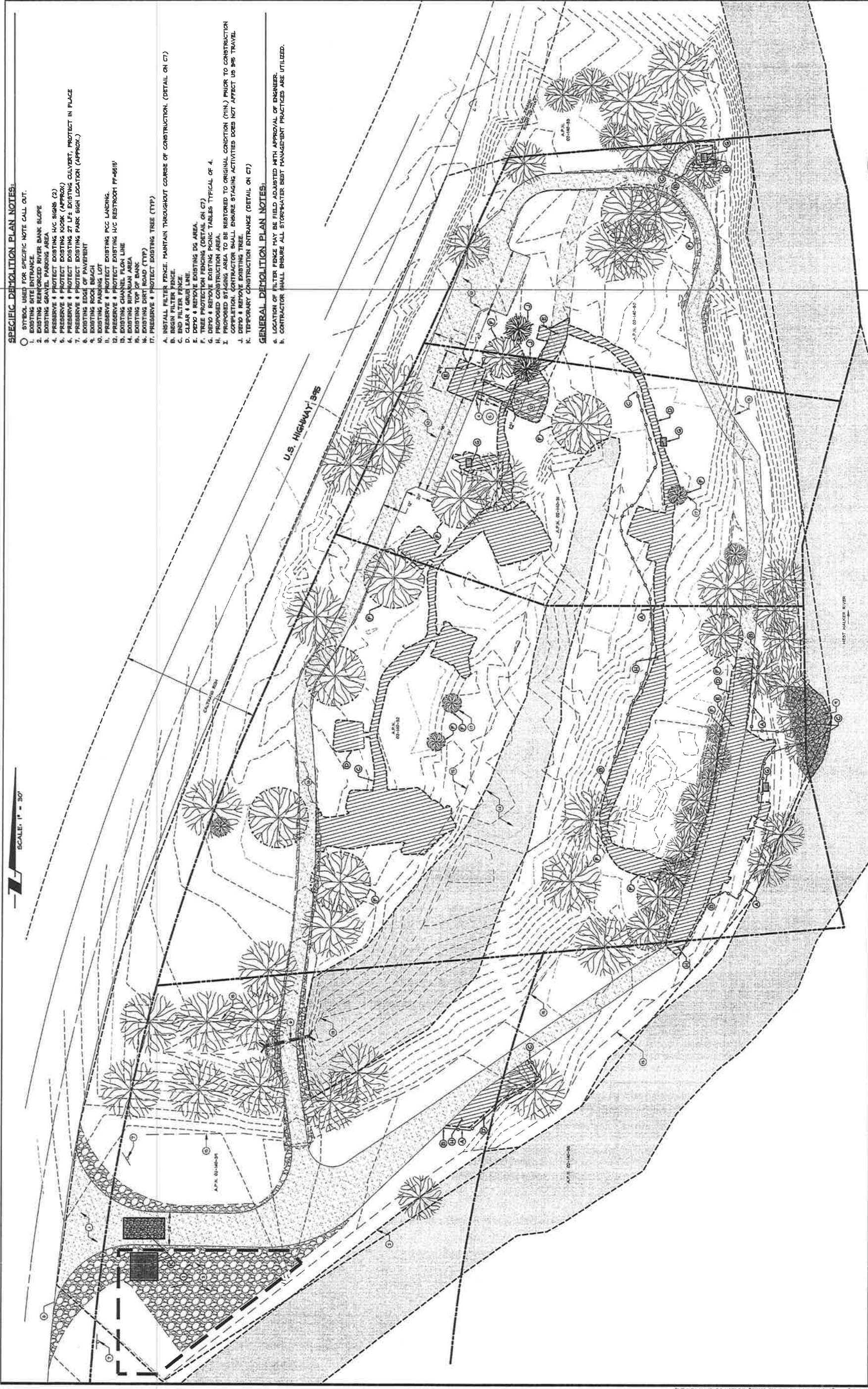
EROSION CONTROL

- 1. DURING THE ENTIRE DURATION OF THE CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE STATE OF CALIFORNIA RULES AND REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUPPRESS DUST AT ALL TIMES, 24 HOURS A DAY, REGARDLESS OF WHEN CONSTRUCTION ACTIVITIES ARE OCCURRING.
2. IN CASE OF EROSION CONTROL, EMERGENCY CALL CONTRACTOR OR ENGINEER.
3. A STANDBY DRAIN FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES. NECESSARY MATERIALS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT APPROVED LOCATIONS TO CONTROL EROSION.

GRADING

- 1. SLOPE SHALL BE NO STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL, OR AS DETERMINED BY THE ENGINEER AND APPROVED BY THE COUNTY.
2. FILLS SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATION 200 EDITION (CS3).

Project information and title block including: PROJECT: MOUNTAIN GATE PHASE 2 MONO COUNTY; DRAWN: MAH; ENGINEER: JHH; SCALE: 1/8"=1'-0"; DATE: 10/24/14; SHEET: C2 OF 12 SHEETS; R/O Anderson logo and contact information.



- SPECIFIC DEMOLITION PLAN NOTES:**
1. EXISTING SITE ENTRANCE.
 2. EXISTING REINFORCED RIVER BANK SLOPE.
 3. EXISTING GRAVEL PARKING AREA.
 4. PRESERVE & PROTECT EXISTING 1/2 SIGNS (2).
 5. PRESERVE & PROTECT EXISTING KIOSK (APPROX).
 6. PRESERVE & PROTECT EXISTING 27 LF. EXISTING CULVERT, PROTECT IN PLACE.
 7. PRESERVE & PROTECT EXISTING PARK SIGN LOCATION (APPROX.).
 8. EXISTING EDGE OF PAVEMENT.
 9. EXISTING DRIVEWAY.
 10. EXISTING PARKING LOT.
 11. PRESERVE & PROTECT EXISTING PCC LANDING.
 12. PRESERVE & PROTECT EXISTING 1/2 RESTROOM PF-8518.
 13. EXISTING CHANNEL FLOW LINE.
 14. EXISTING RIPRAP AREA.
 15. EXISTING TOP OF BANK.
 16. EXISTING DIRT ROAD (TYP).
 17. PRESERVE & PROTECT EXISTING TREE (TYP).
- GENERAL DEMOLITION PLAN NOTES:**
- A. INSTALL FILTER FENCE, MAINTAIN THROUGHOUT COURSE OF CONSTRUCTION. (DETAIL ON C7).
 - B. BEGIN FILTER FENCE.
 - C. END FILTER FENCE.
 - D. CLEAR & GRUB LINE.
 - E. DEMO & REMOVE EXISTING DG AREA.
 - F. TREE PROTECTION FENCING (DETAIL ON C7).
 - G. DEMO & REMOVE EXISTING PICNIC TABLES TYPICAL OF 4.
 - H. PROPOSED CONSTRUCTION AREA.
 - I. EXISTING TREES TO BE RESTORED TO ORIGINAL CONDITION (MIN.) PRIOR TO CONSTRUCTION COMPLETION. CONTRACTOR SHALL ENSURE STAGING ACTIVITIES DOES NOT AFFECT US 395 TRAVEL.
 - J. DEMO & REMOVE EXISTING TREE.
 - K. TEMPORARY CONSTRUCTION ENTRANCE (DETAIL ON C7).
- GENERAL DEMOLITION PLAN NOTES:**
- A. LOCATION OF FILTER FENCE MAY BE FIELD ADJUSTED WITH APPROVAL OF ENGINEER.
 - B. CONTRACTOR SHALL ENSURE ALL STORE-WATER BEST MANAGEMENT PRACTICES ARE UTILIZED.

DRAWN: MIAH
 ENGINEER: JJJH
 SCALE: 1" = 30'
 DATE: 10/24/14
 SHEET: C3
 OF: 12 SHEETS

**EXISTING CONDITIONS,
 DEMOLITION, &
 EROSION CONTROL PLAN**

**MOUNTAIN GATE PHASE 2
 MONO COUNTY**

R|O Anderson
 CIVIL ENGINEER
 10275 E. Baymeadows Ave.
 Suite 100, San Diego, CA 92126
 Tel: 619.481.2222
 Fax: 619.481.2222
 Email: info@roanderson.com

SCALE: 1" = 30'

NO.	DATE	REVISION	BLOCK	BY

10-27-14

JOB: 16-42-C02
 DRAWING: 16-42-C02-C04
 SHEET: C4
 DATE: 10/24/14 OF: 12 SHEETS
 SCALE: 1" = 30'
 ENGINEER: J.H.H.
 DRAFTER: M.A.H.
 CHECKED: J.H.H.
 PROJECT NO: 16-42-C02

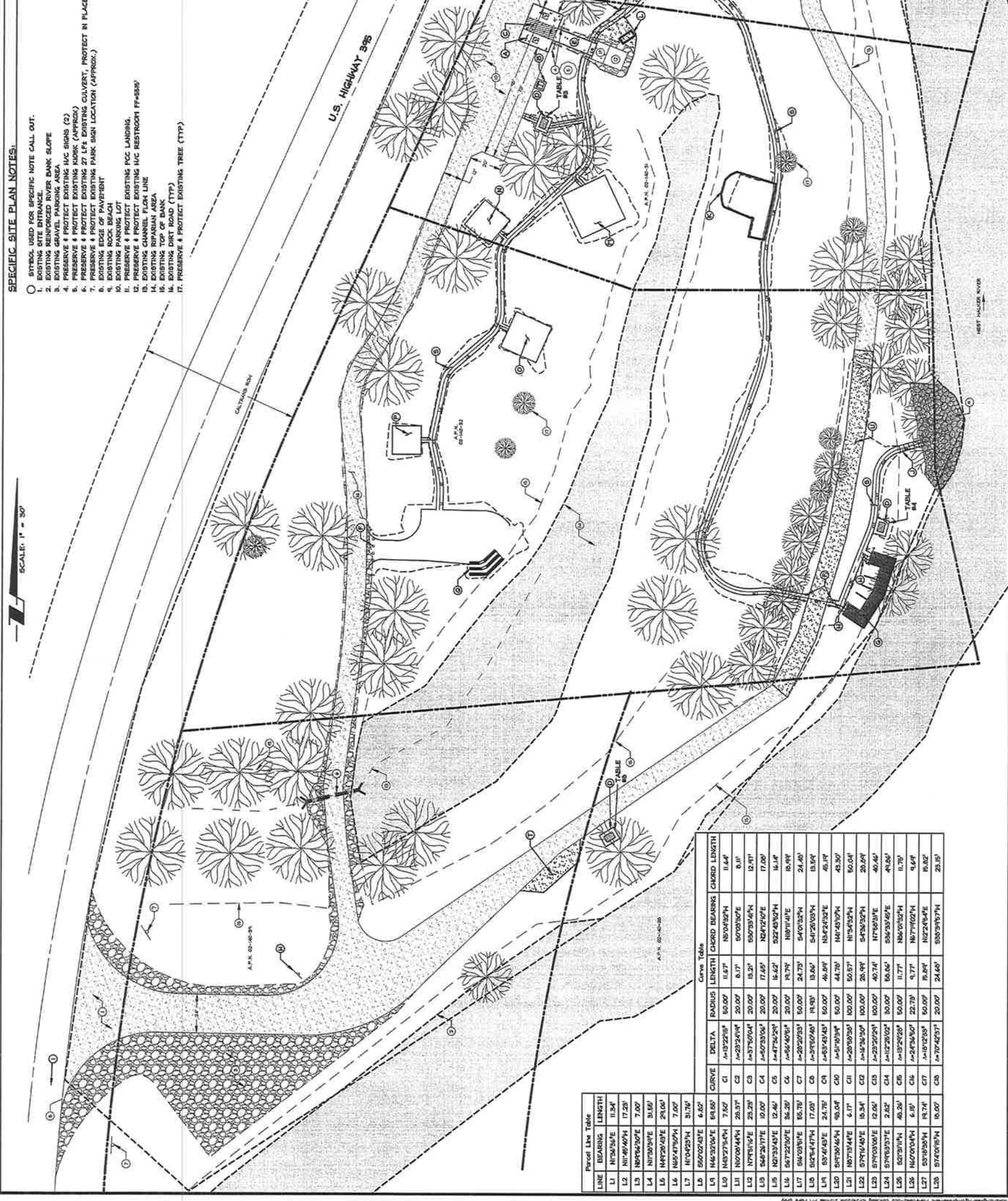
SITE PLAN
MOUNTAIN GATE PHASE 2
MONO COUNTY

R/O Anderson
 1645 BROADWAY
 SUITE 200
 FORT WORTH, TEXAS 76102
 PHONE: (817) 732-2000
 FAX: (817) 732-2004
 WWW: WWW.RANDANDERSON.COM



NO.	DATE	REVISION	BY

- SPECIFIC SITE PLAN NOTES:**
1. STREETS USED FOR SPECIFIC NOTE CALL OUT.
 2. EXISTING REINFORCED CONCRETE BANK SLOPE
 3. EXISTING GRAVEL PARKING AREA
 4. PRESERVE & PROTECT EXISTING PVC SIGNS (2)
 5. PRESERVE & PROTECT EXISTING SIGN (APPROX)
 6. PRESERVE & PROTECT EXISTING 27' L.F.A. EXISTING CULVERT, PROTECT IN PLACE
 7. PRESERVE & PROTECT EXISTING PARK SIGN LOCATION (APPROX.)
 8. EXISTING EDGE OF PAVEMENT
 9. EXISTING ROCK BEACH
 10. EXISTING PARKING LOT
 11. PRESERVE & PROTECT EXISTING PVC LANDING
 12. PRESERVE & PROTECT EXISTING PVC RESTROOM #4-888#
 13. EXISTING CHANNEL FLOW LINE
 14. EXISTING RIPARIAN BANK
 15. EXISTING TOP OF BANK
 16. EXISTING DIRT ROAD (TYP)
 17. PRESERVE & PROTECT EXISTING TREE (TYP)
18. PVC INVC PARKING. REFER TO CONCRETE SECTION DETAIL (DETAIL ON C2)
 19. BEAR PROOF TRASH CONTAINER (DETAIL ON C2)
 20. INVC LOADING/LOADING SPACE (DETAIL ON C7)
 21. FISHING PLATFORM (TYP. OF 4). (DETAIL ON C7)
 22. PVC MOUNTAIN SIGN TO GRASSY AREA (DETAIL ON C7)
 23. FISHING PLATFORM (TYP. OF 4). (DETAIL ON C7)
 24. NATIVE 3"-4" HIGH BOLLARDS AT ENTRANCES (DETAIL ON C7)
 25. FISHING PLATFORM (TYP. OF 4). (DETAIL ON C7)
 26. MESSAGE CENTER SIGN OR APPROVED EQUAL (TYP. OF 3). (DETAIL ON C2)
 27. MESSAGE CENTER SIGN (DETAIL ON C10)
 28. RIVER ACCESS STEPS (DETAIL ON C1) (REFER TO SHEET C1)
 29. RIPARIAN INTERACTION AREA BID ALT 'C' (REFER TO SHEET C1)
 30. PAR COURSE STATION #1 OR APPROVED EQUAL (DETAIL ON C2)
 31. PAR COURSE STATION #2 OR APPROVED EQUAL (DETAIL ON C2)
 32. PAR COURSE STATION #3 OR APPROVED EQUAL (DETAIL ON C2)
 33. PAR COURSE STATION #4 OR APPROVED EQUAL (DETAIL ON C2)
 34. ADMINISTRATION (DETAIL ON C7)
 35. FUTURE TRAIL HEAD LOCATION (NOT A PART OF THIS PROJECT)
 36. DG PATH (DETAIL ON C7)
 37. GRAVEL PARKING AREA (DETAIL ON C2)
 38. PROPOSED REINFORCED GRAVEL ROAD SECTION (DETAIL ON C2)



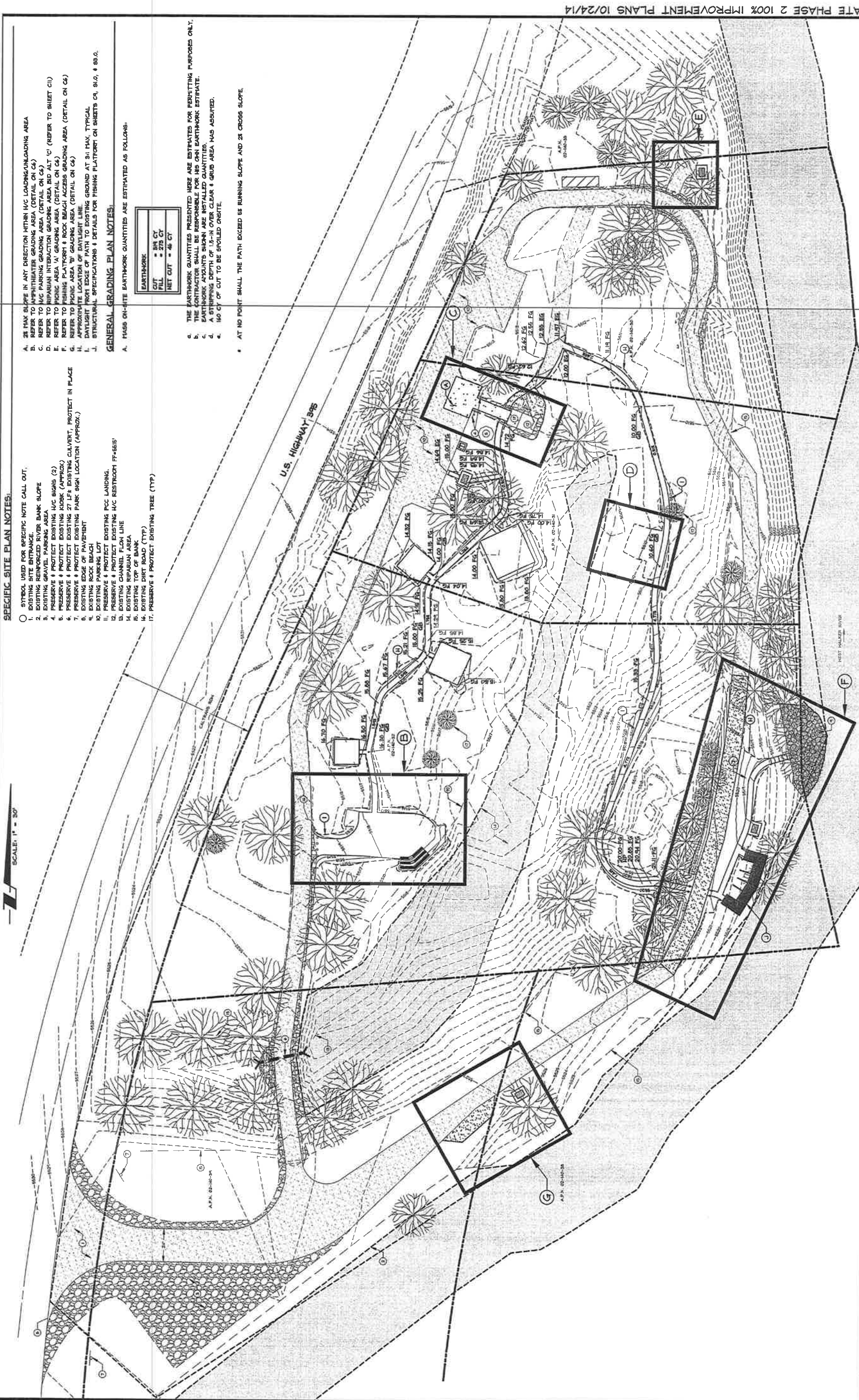
Percent Line Table

LINE	BEARING	LENGTH
L1	N73°34'E	11.54'
L2	N71°40'00"W	17.23'
L3	N87°52'30"E	7.00'
L4	N17°30'00"E	31.65'
L5	N41°20'00"E	29.04'
L6	N62°47'00"W	7.00'
L7	N10°42'30"W	31.70'
L8	S50°02'00"E	6.62'
L9	N44°32'00"E	69.65'
L10	N62°75'00"W	7.52'
L11	N07°00'00"W	28.37'
L12	N78°16'00"E	23.29'
L13	S42°28'17"E	10.00'
L14	N07°33'00"E	12.46'
L15	N07°33'00"E	20.00'
L16	S57°22'00"E	56.26'
L17	S60°03'00"E	65.75'
L18	S57°47'00"E	17.02'
L19	S57°47'00"E	24.75'
L20	S17°30'00"W	43.30'
L21	N07°15'00"E	6.17'
L22	S71°10'00"E	18.54'
L23	S71°10'00"E	12.06'
L24	S71°10'00"E	2.82'
L25	S03°31'00"W	48.26'
L26	N62°00'00"W	6.15'
L27	S51°00'00"W	19.74'
L28	S74°00'00"W	18.00'

Curve Table

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	115°22'18"	50.00'	11.67'	N50°48'24"W	11.64'
C2	115°22'18"	20.00'	5.17'	S50°08'30"E	5.11'
C3	115°22'18"	20.00'	13.21'	S50°08'30"E	13.17'
C4	115°22'18"	20.00'	17.65'	N24°12'00"E	17.60'
C5	115°22'18"	20.00'	16.62'	S27°45'00"W	16.14'
C6	115°22'18"	20.00'	19.74'	N10°11'00"E	19.19'
C7	115°22'18"	50.00'	24.75'	S47°03'00"W	24.40'
C8	115°22'18"	10.00'	13.86'	S47°03'00"W	13.19'
C9	115°22'18"	50.00'	46.00'	N34°24'00"E	45.17'
C10	115°22'18"	50.00'	44.70'	N41°43'00"W	43.30'
C11	115°22'18"	50.00'	50.57'	N73°43'00"W	50.04'
C12	115°22'18"	100.00'	26.99'	S45°30'00"W	26.49'
C13	115°22'18"	100.00'	40.74'	N73°43'00"E	40.46'
C14	115°22'18"	30.00'	88.86'	S59°53'00"E	87.65'
C15	115°22'18"	50.00'	11.77'	N66°00'00"W	11.75'
C16	115°22'18"	50.00'	22.75'	N67°10'00"W	22.74'
C17	115°22'18"	50.00'	18.84'	N22°48'00"E	18.82'
C18	115°22'18"	20.00'	24.60'	S50°34'00"W	23.15'

SCALE: 1" = 30'



- SPECIFIC SITE PLAN NOTES:**
1. SYMBOL USED FOR SPECIFIC NOTE CALL OUT.
 2. EXISTING SITE ENTRANCE.
 3. EXISTING BOUNDARY OF RIVER BANK SLOPE.
 4. EXISTING BOUNDARY OF RIVER BANK SLOPE.
 5. PRESERVE & PROTECT EXISTING I/V SIGN (2).
 6. PRESERVE & PROTECT EXISTING SIGN (APPROX).
 7. PRESERVE & PROTECT EXISTING 27 LF EXISTING CULVERT, PROTECT IN PLACE.
 8. PRESERVE & PROTECT EXISTING PARK SIGN LOCATION (APPROX.)
 9. EXISTING ROCK BEACH
 10. EXISTING PARKING LOT
 11. PRESERVE & PROTECT EXISTING PCC LANDING.
 12. PRESERVE & PROTECT EXISTING I/V RESTROOM FF-6615
 13. EXISTING RIPARIAN SIGN LINE
 14. EXISTING TOP OF BANK
 15. EXISTING DIRT ROAD (TYP)
 16. EXISTING TREE (TYP)
 17. PRESERVE & PROTECT EXISTING TREE (TYP)

- GENERAL GRADING PLAN NOTES:**
- A. 2% MAX SLOPE IN ANY DIRECTION WITHIN I/V LOADING/UNLOADING AREA.
 - B. REFER TO APFHWATER GRADING AREA (DETAIL ON C4).
 - C. REFER TO I/V PARKING GRADING AREA (DETAIL ON C4).
 - D. REFER TO RIPARIAN INTERSECTION GRADING AREA (DETAIL ON C4).
 - E. REFER TO PICNIC AREA 'A' GRADING AREA (DETAIL ON C4).
 - F. REFER TO FISHING PLATFORM & ROCK BEACH ACCESS GRADING AREA (DETAIL ON C4).
 - G. REFER TO PICNIC AREA 'B' GRADING AREA (DETAIL ON C4).
 - H. DAILY MAXIMUM HEIGHT OF PATH TO EXISTING GROUND AT 3% MAX. TYPICAL.
 - I. STRUCTURAL SPECIFICATIONS & DETAILS FOR FISHING PLATFORM ON SHEETS C9, S10, & S11.

EARTHWORK	
FILL	= 273 CY
NET CUT	= 46 CY

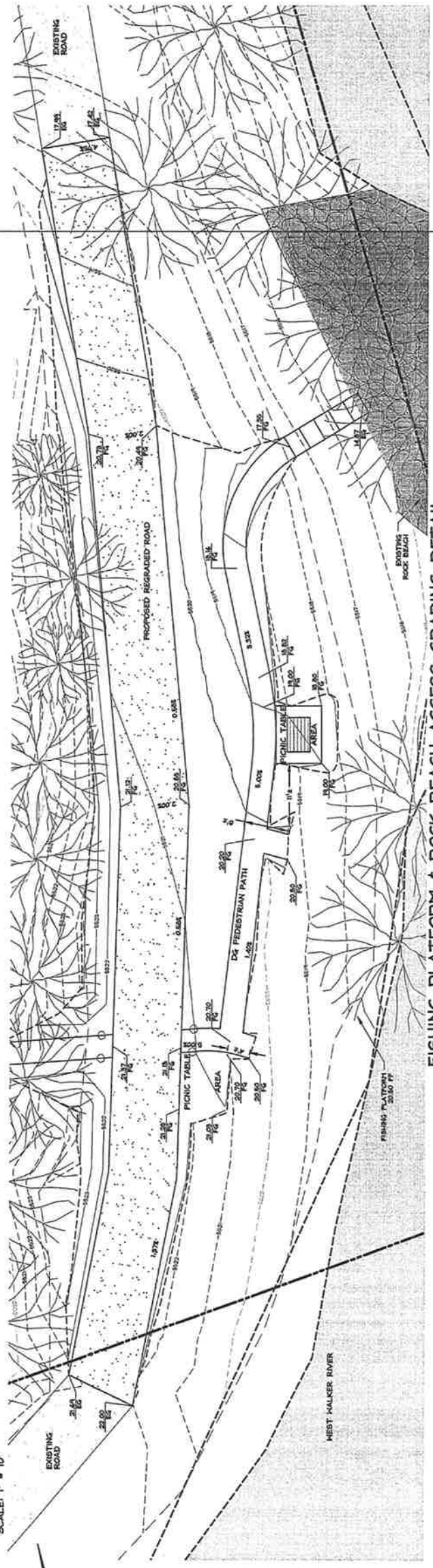
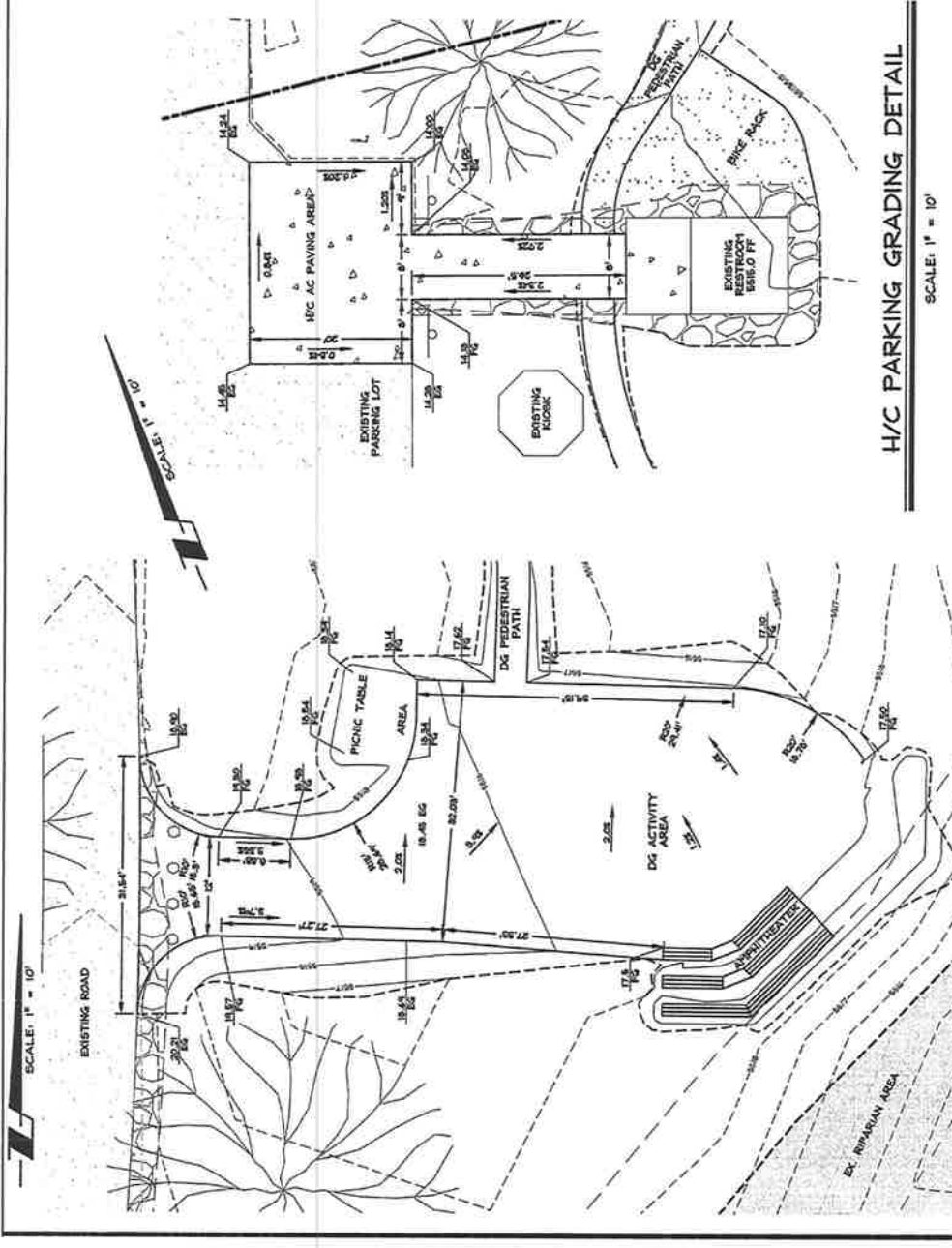
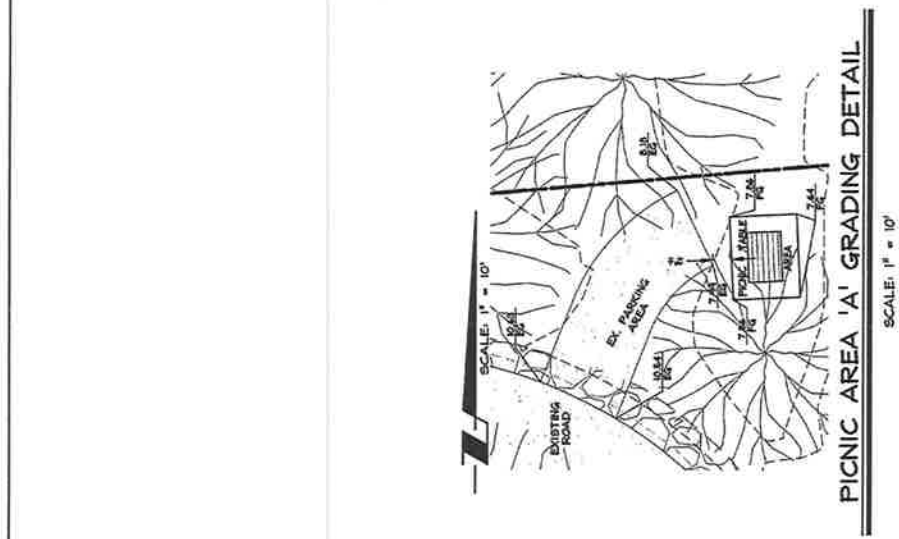
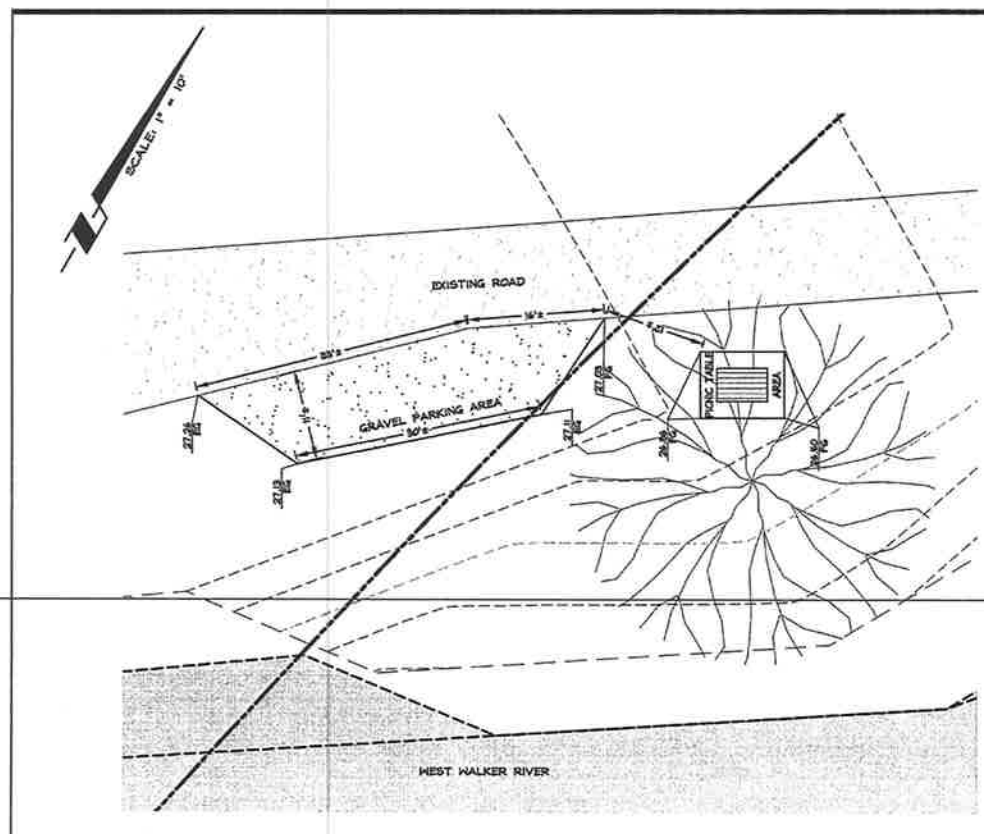
- A. MASS ON-SITE EARTHWORK QUANTITIES ARE ESTIMATED AS FOLLOWS:
- B. THE EARTHWORK QUANTITIES PRESENTED HERE ARE ESTIMATED FOR PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN EARTHWORK ESTIMATE.
- C. ALL EARTHWORK QUANTITIES SHALL BE BASED ON A STRIPPING DEPTH OF 18-IN OVER CLEAR & GROUND AREA HAS ASSURED.
- D. 160 CY OF CUT TO BE SPOILED ON-SITE.

* AT NO POINT SHALL THE PATH EXCEED 6% RUNNING SLOPE AND 2% CROSS SLOPE.

SCALE: 1" = 30'

NO.	DATE	REVISION BLOCK	BY			DRAWN: MAH ENGINEER: JHH SCALE: 1" = 30' DATE: 10/24/14 OF 12 SHEETS SHEET: C5
R O Anderson 1000 S. Anderson Ave. Fresno, CA 93720 Phone: (559) 232-7222 Fax: (559) 232-7224				GRADING PLAN MOUNTAIN GATE PHASE 2 MONO COUNTY		

10.2.7.14

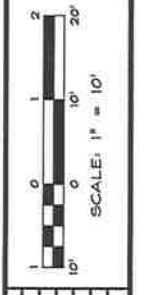


DRAWN: MAH
 ENGINEER: JJH
 SCALE: 1" = 10'
 DATE: 10/24/14
 SHEET: C6
 OF: 12 SHEETS

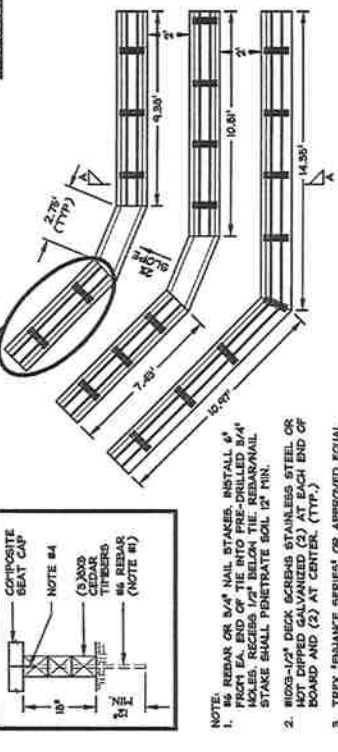
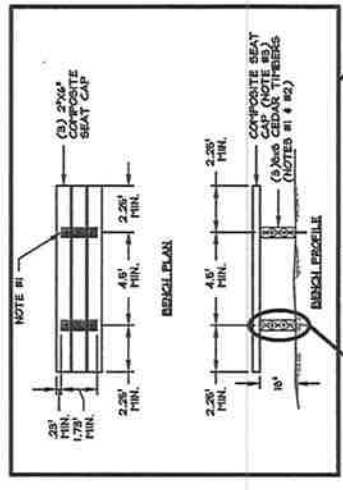
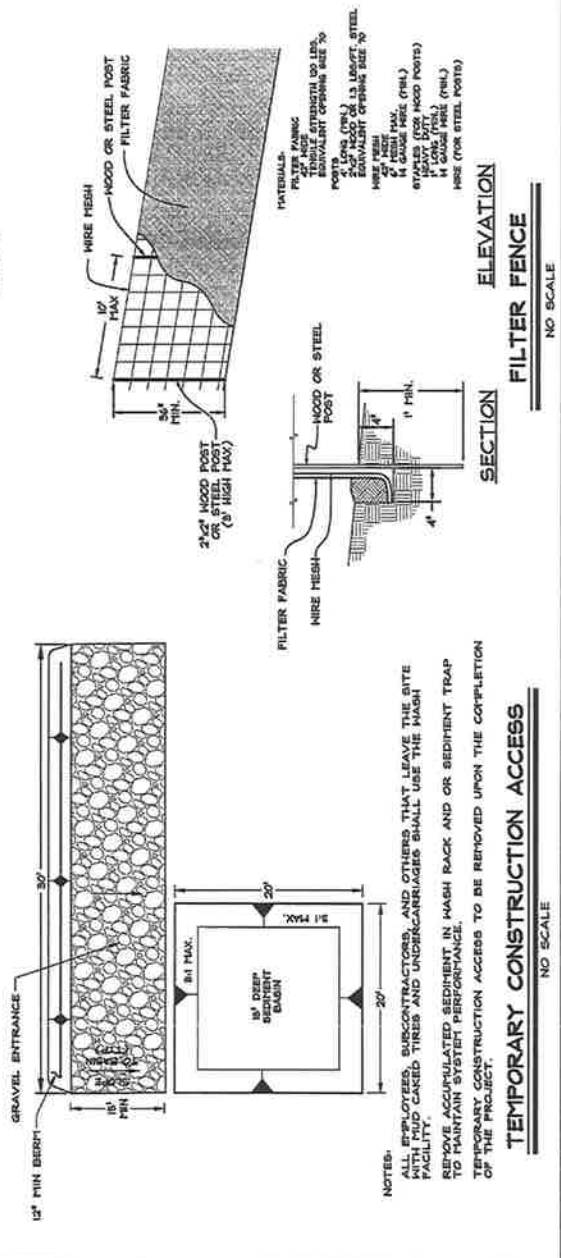
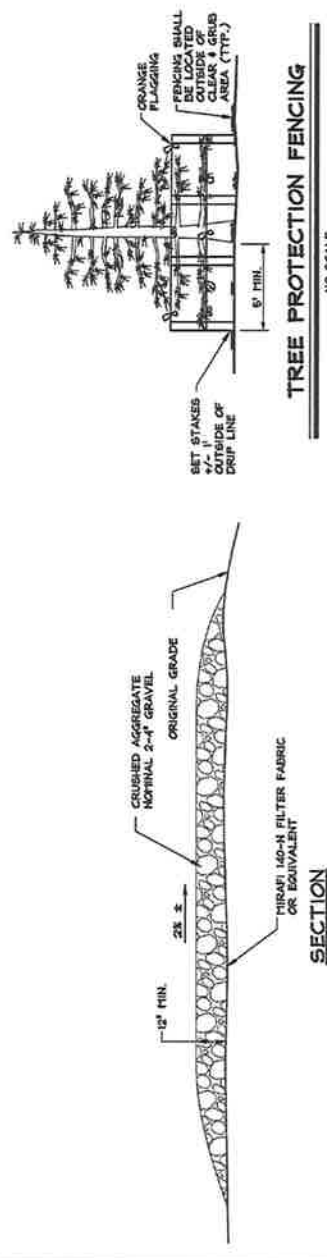
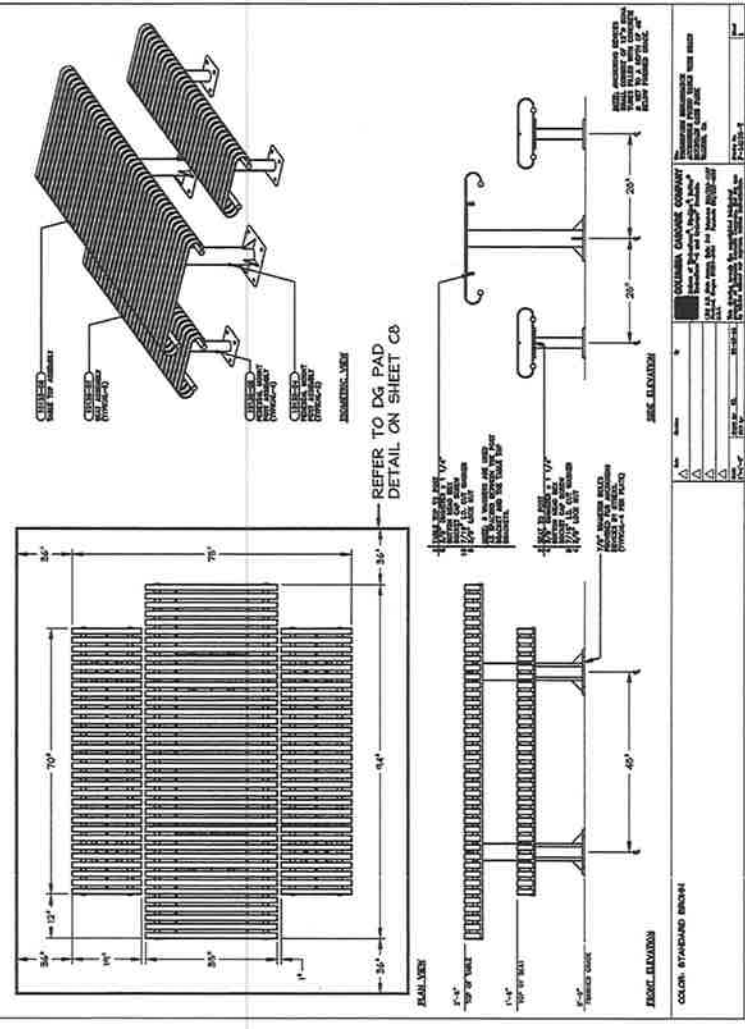
GRADING PLAN

MOUNTAIN GATE PHASE 2
MONO COUNTY

R/O Anderson
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 No. 002055
 Exp. 09-30-16
 10-27-14

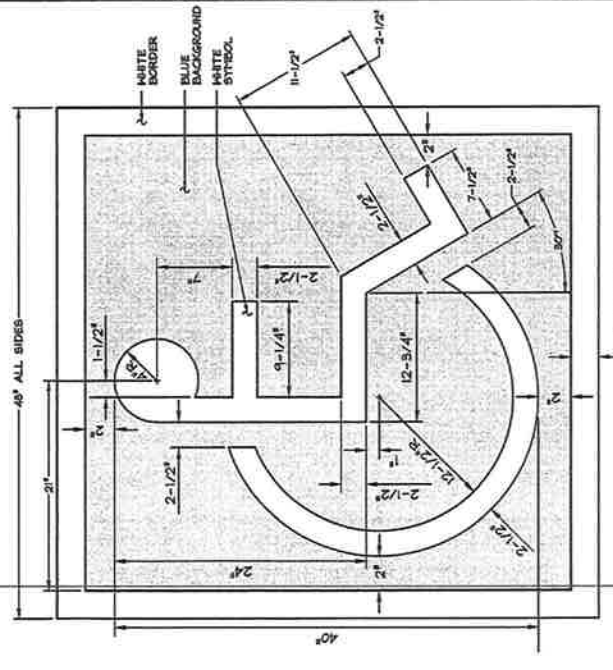


NO.	DATE	REVISION	BLOCK

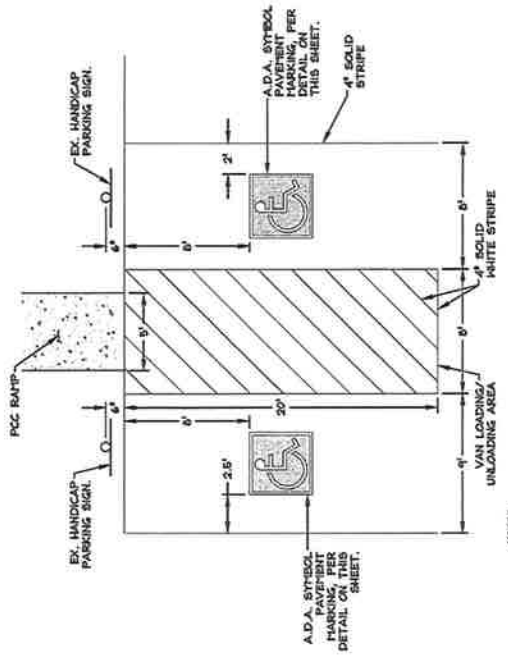


AMPHITHEATER DETAIL
NOT TO SCALE

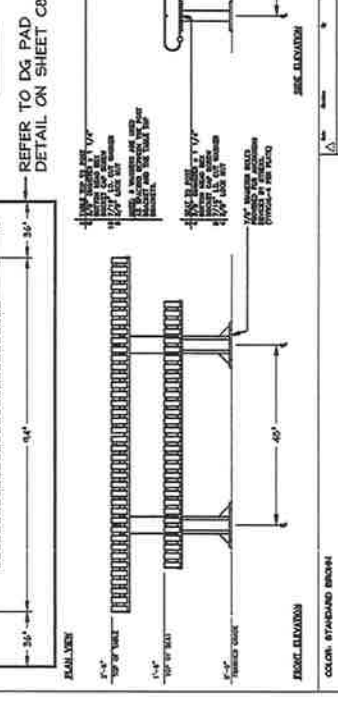
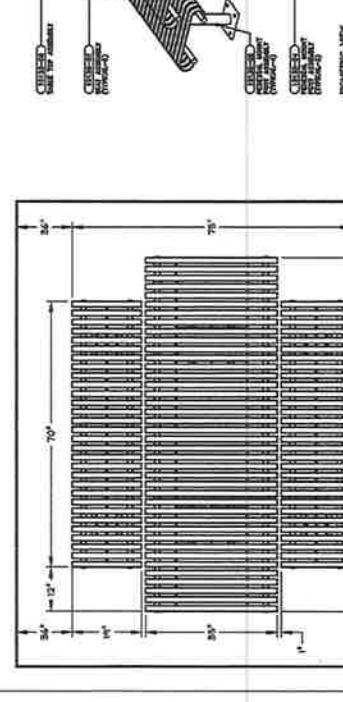
- NOTES:
1. 1/2 REBAR OR 3/4\"/>



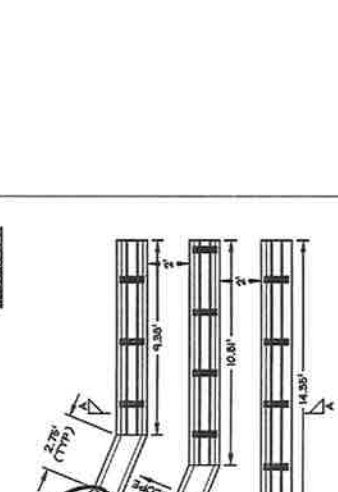
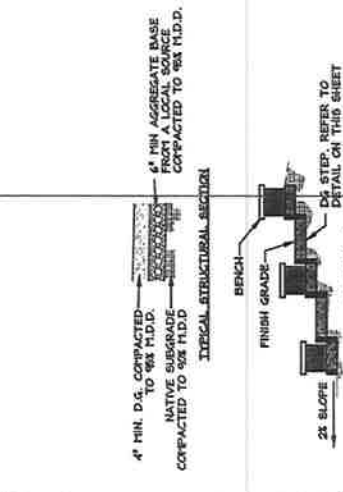
- NOTES:
1. COLOR OF H/C SYMBOL PAINTED ON ASPHALT SHALL BE WHITE WITH A BLUE BACKGROUND.
 2. PAINT SHALL BE READY-MIXED, LEAD-FREE, WATER-BASED & FORMULATED FOR TRAFFIC LANE STRIPING WITH REFLECTIVE GLASS BEADS.
 3. PAINT SHALL MEET REQUIREMENTS OF TT-P-1020.



- NOTES:
1. HORIZONTAL MARKINGS SHALL BE WHITE, YELLOW OR BLUE IN COLOR AS NOTED.
 2. PAINT SHALL BE READY-MIXED, LEAD-FREE, WATER-BASED & FORMULATED FOR TRAFFIC LANE STRIPING WITH REFLECTIVE GLASS BEADS.
 3. REFER TO GRADING PLAN SHEETS FOR SPECIFIC GRADES & SLOPES.
 4. REFER TO GRADING PLAN SHEETS FOR SPECIFIC GRADES & SLOPES.



- NOTES:
1. 1/2 REBAR OR 3/4\"/>



- NOTES:
1. 4\"/>

NO. DATE	REVISION BLOCK	BY

TEMPORARY CONSTRUCTION ACCESS
NO SCALE

ELEVATION
NO SCALE

SECTION
NO SCALE

H/C PARKING STALL DETAIL
NO SCALE

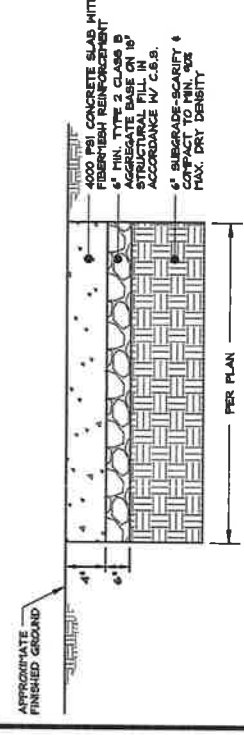
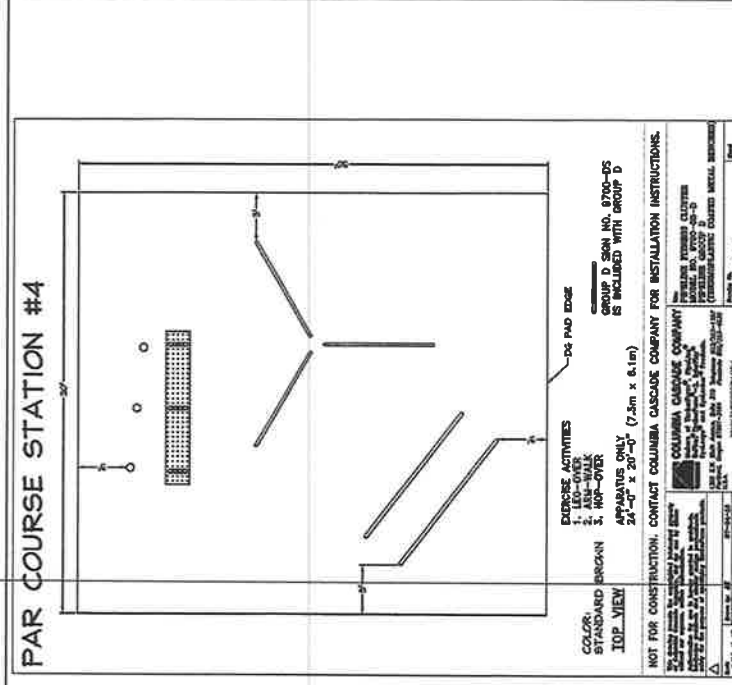
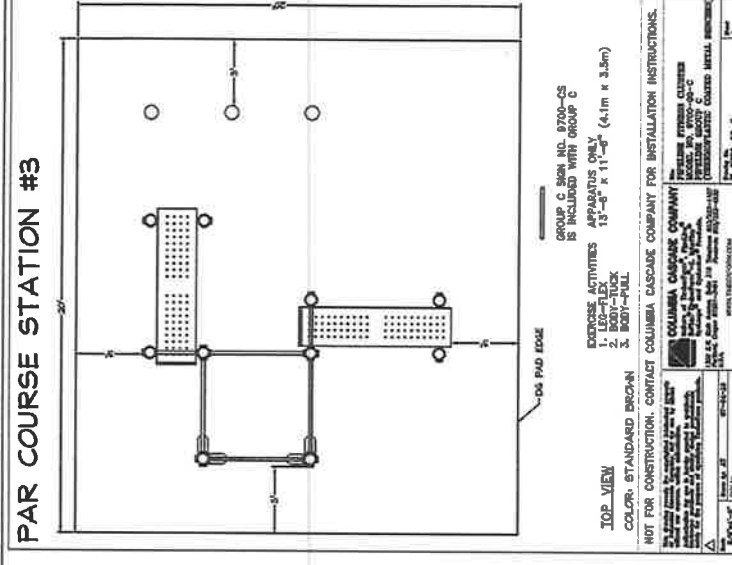
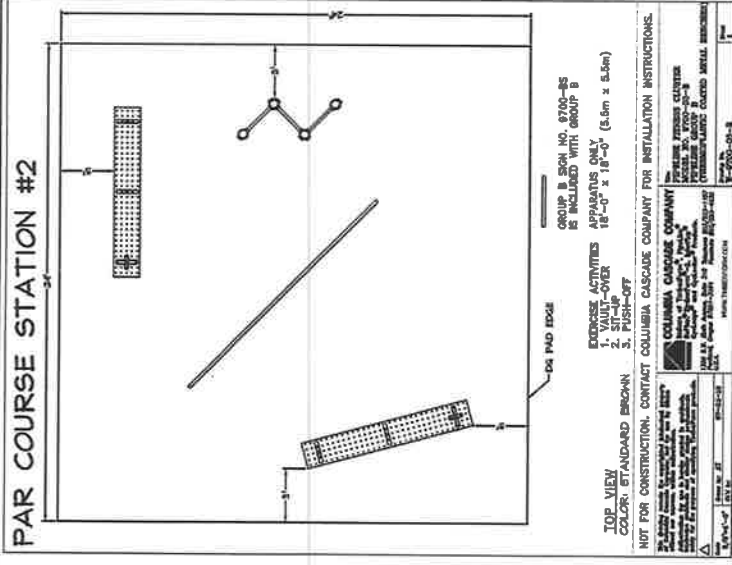
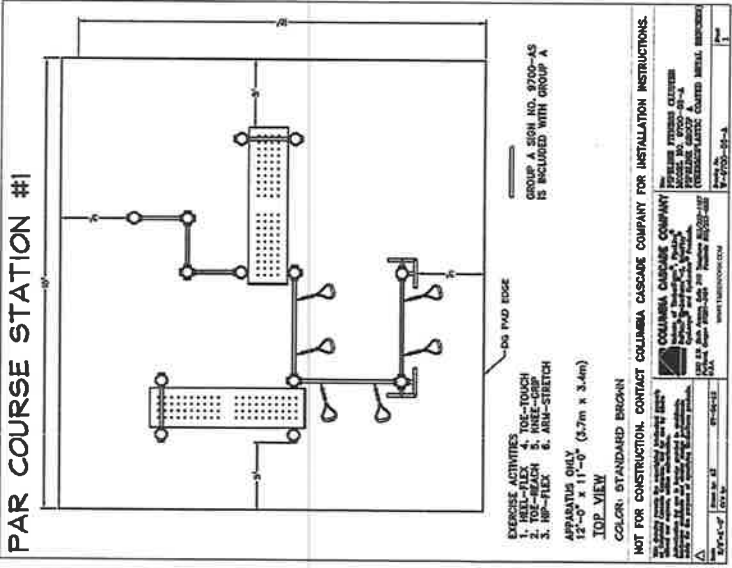
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DETAILS

MOUNTAIN GATE PHASE 2
MONO COUNTY

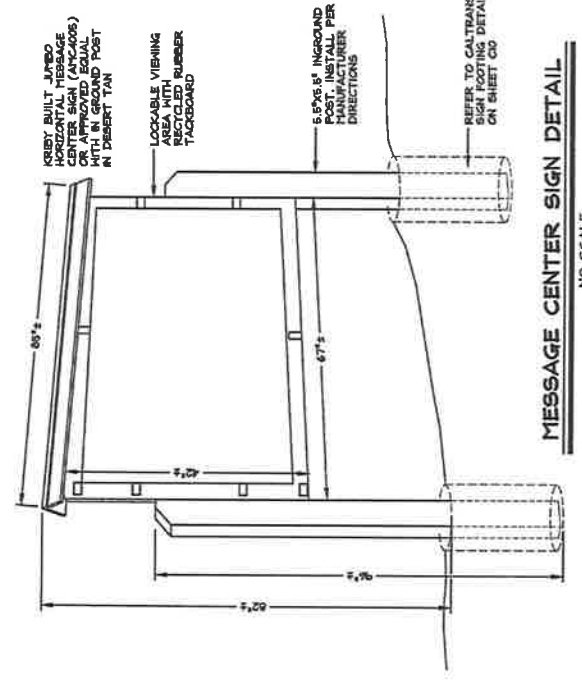
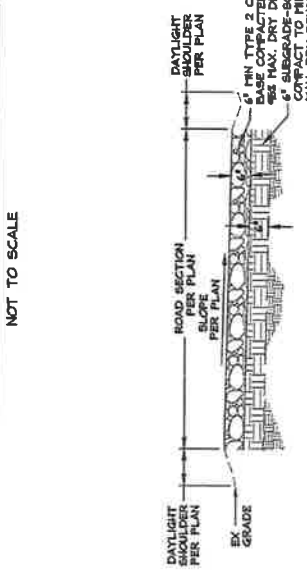
DRAWN: MAH
ENGINEER: JAH
SCALE: 1/4" = 1'-0"
DATE: 10/24/14
SHEET: C7
OF 12 SHEETS

JOB: 16-42-002
PROJECT: MOUNTAIN GATE PHASE 2
SHEET: C7

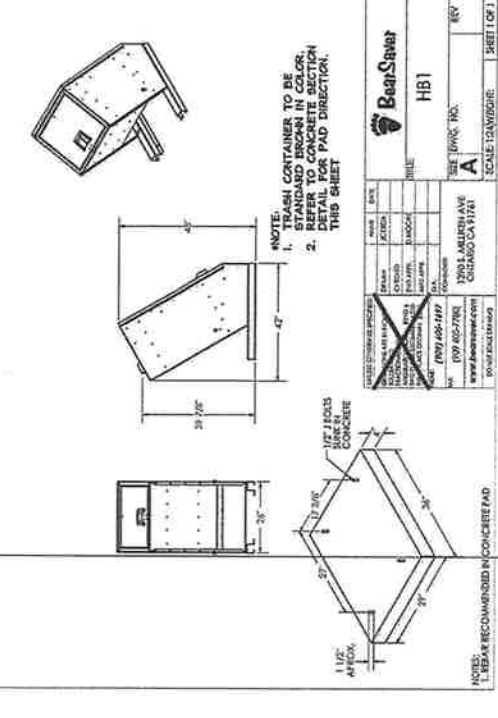


NOTES:
 1. PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 02.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS.
 2. NEARBY JOINTS SHALL BE CONSTRUCTED EVERY 5 FEET ON SIDEWALKS NIDER THAN 6 FEET. THE JOINTING PATTERN SHALL BE 0.5 TO 1.2 TIMES THE WIDTH OF THE JOINT. JOINTS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 3. EXPANSION JOINTS SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED IN SECTION 02.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

GRAVEL ROAD/PARKING DETAIL



BEAR PROOF TRASH CONTAINER DETAIL



REVISION BLOCK

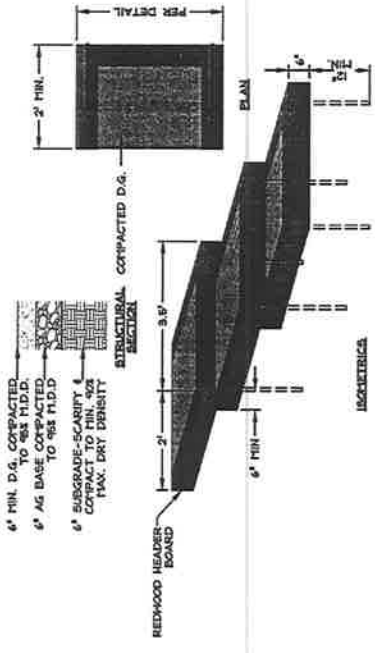
NO.	DATE	REVISION	BLOCK	BY

R/O Anderson
 www.roanderson.com
 10000 N. 100TH ST. SUITE 100
 WASHINGTON, WA 98040
 TEL: 206-885-1100 FAX: 206-885-1101
 WWW.CASCADIA-CASCADE.COM

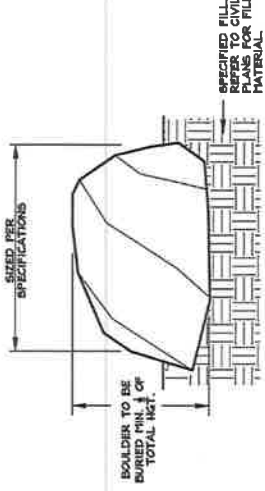
**MOUNTAIN GATE PHASE 2
 MONO COUNTY**

DETAILS

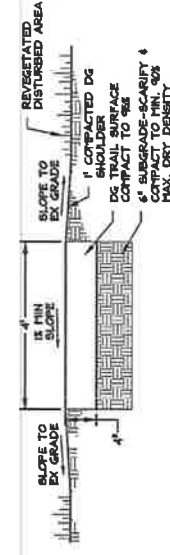
DESIGNED BY: DR. J. M. HANSEN
 ENGINEER: J. J. HANSEN
 SCALE: AS SHOWN
 DATE: 10/24/14
 SHEET: C8
 OF: 12 SHEETS



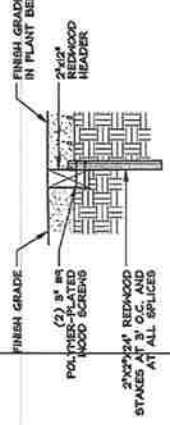
RIVER ACCESS STEP DETAIL
NOT TO SCALE



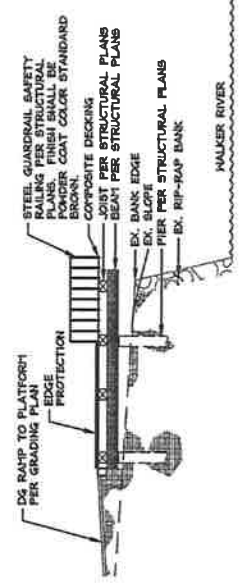
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NOT TO SCALE



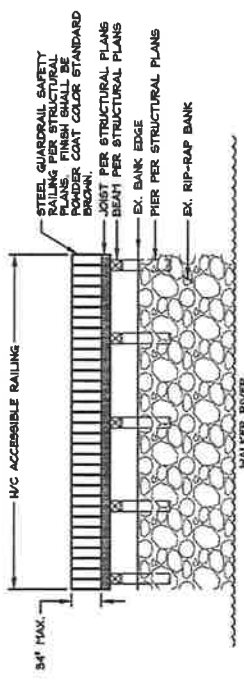
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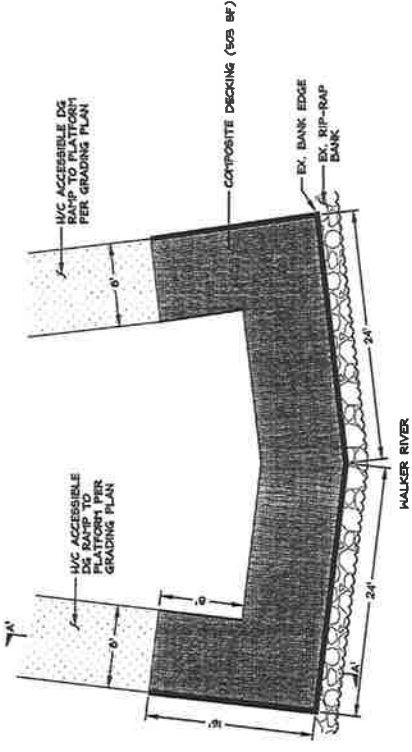
2\"/>



SECTION A1-A'



RIVER SIDE PROFILE



PLAN VIEW
FISHING PLATFORM DETAIL
NOT TO SCALE

NOTE:
REFER TO SHEETS S1.0 & S3.0 FOR
STRUCTURAL INFORMATION.

NO.	DATE	REVISION	BLOCK	BY

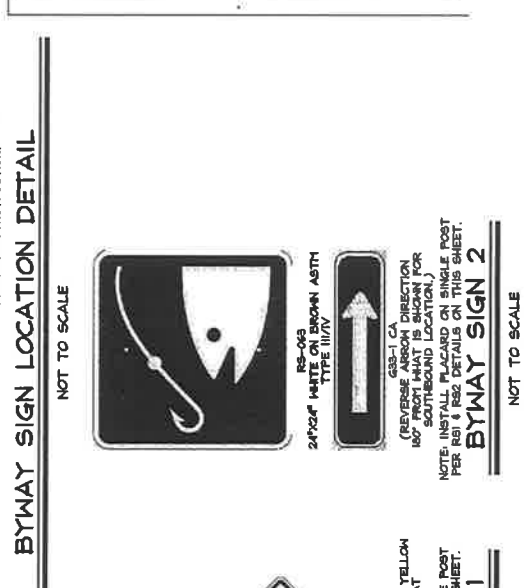
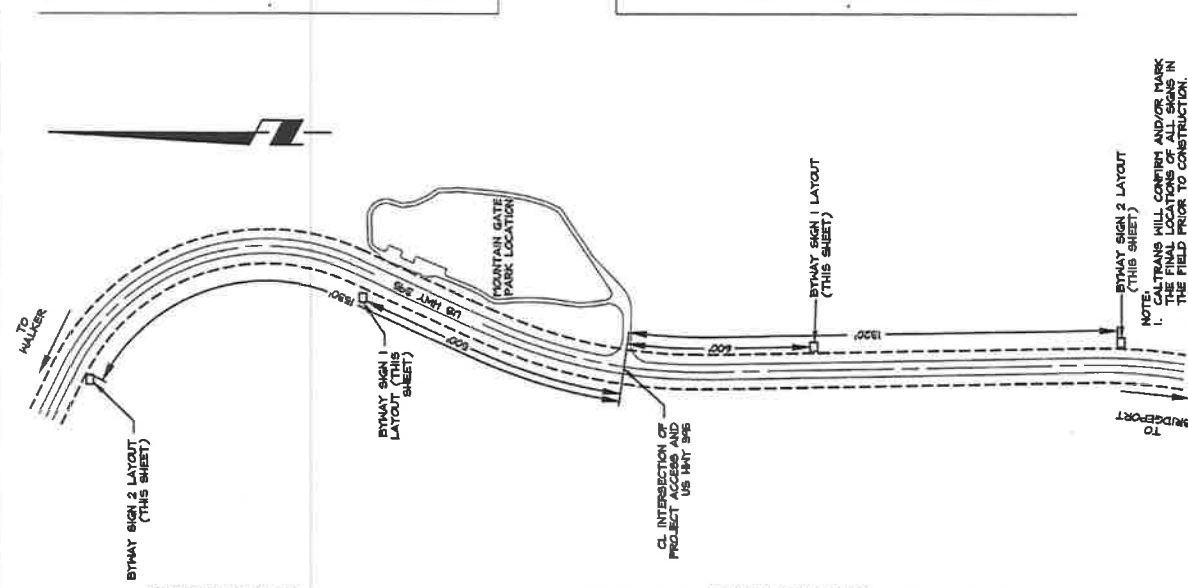
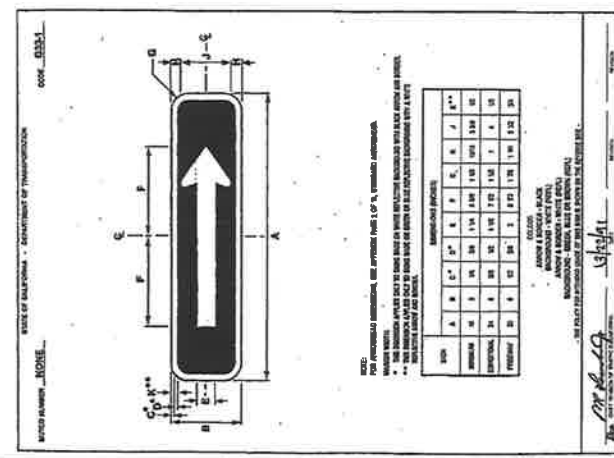
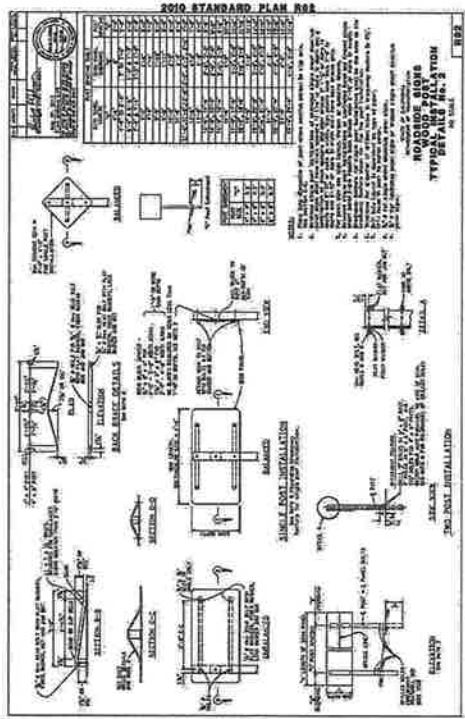
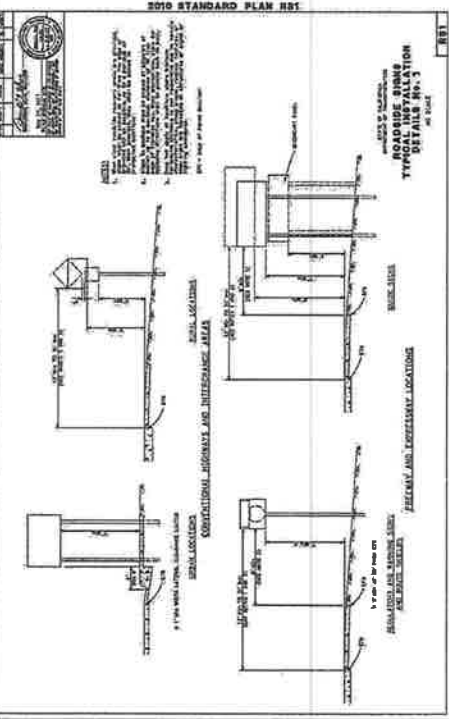
R/O Anderson
R/O ANDERSON.COM
1400 S. UNIVERSITY AVENUE
SUITE 100
PUEBLO, CO 81003
P: 719.785.7000
F: 719.785.7004

MOUNTAIN GATE PHASE 2
MONO COUNTY

DETAILS

REGISTERED PROFESSIONAL ENGINEER
BREANN MAAH
ENGINEER: JJJH
SCALE:
DATE: 10/24/14
JOB: 16-02-002
DRAWING: MOUNTAIN GATE PHASE 2
SHEET: C9
OF: 12 SHEETS

10-27-14



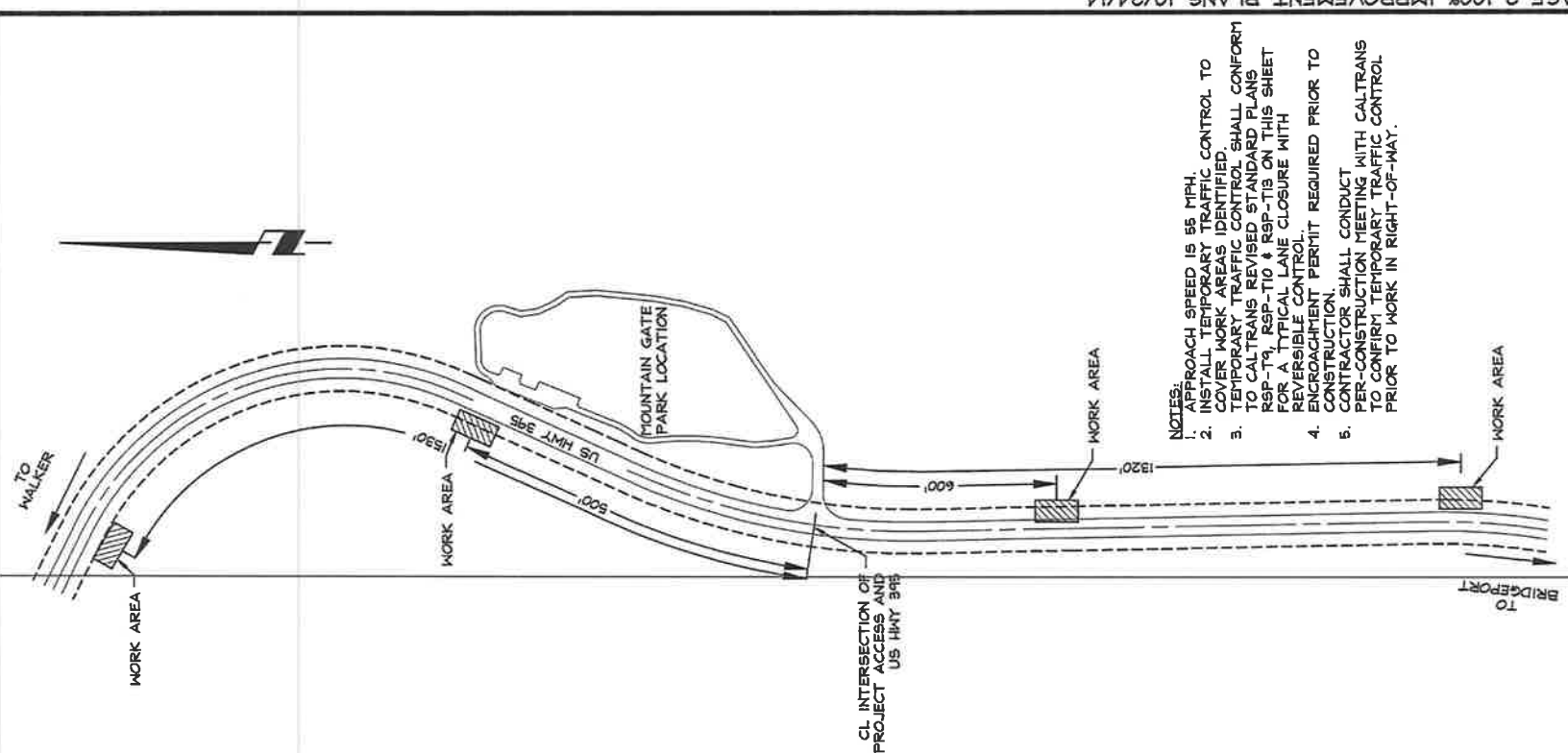
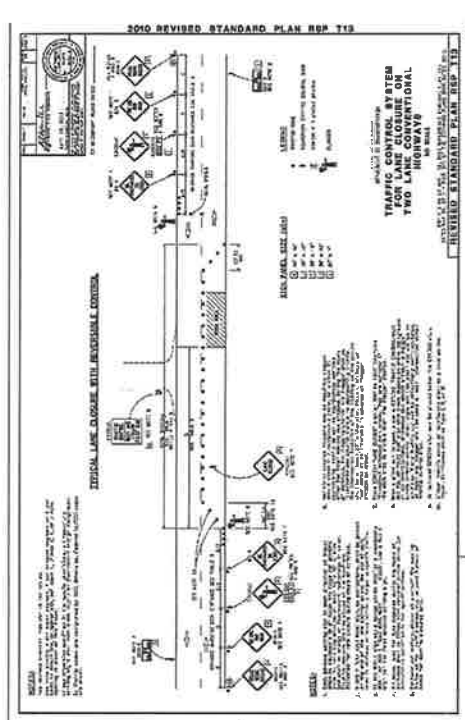
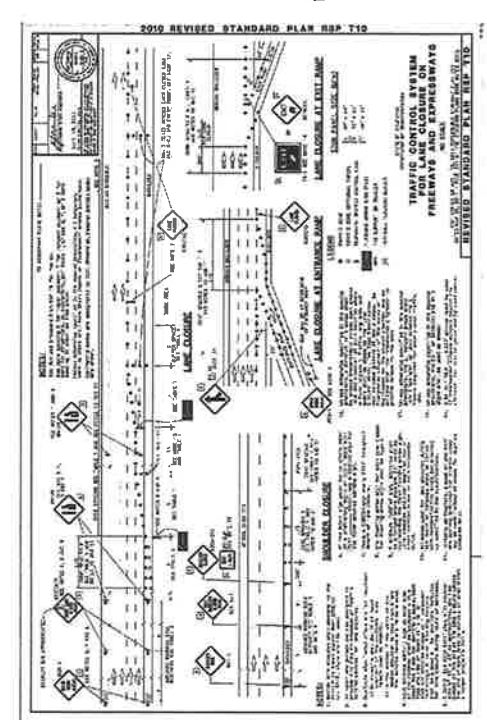
2010 REVISED STANDARD PLAN RSP-T9

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

TABLE 1: LANE CLOSURE

TABLE 2: RAMP CLOSURE

TABLE 3: TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES



NOTES:

- APPROACH SPEED IS 55 MPH.
- INSTALL TEMPORARY TRAFFIC CONTROL TO COVER WORK AREAS IDENTIFIED IN THE PLAN.
- TO CALTRANS REVISED STANDARD PLANS RSP-T9, RSP-T10 & RSP-T13 ON THIS SHEET FOR A TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL.
- ENCROACHMENT PERMIT REQUIRED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONDUCT PER-CONSTRUCTION MEETING WITH CALTRANS TO CONFIRM TEMPORARY TRAFFIC CONTROL PRIOR TO WORK IN RIGHT-OF-WAY.

10-27-14

REGISTERED PROFESSIONAL ENGINEER

DRYAN, MAH

ENGINEER: J.H.

SCALE: 1" = 40'

DATE: 10/24/14

PROJECT: MOUNTAIN GATE PHASE 2 100% IMPROVEMENT PLANS 10/24/14

SHEET: C10 OF 12 SHEETS

ROADSIDE SIGN DETAILS AND TEMPORARY TRAFFIC CONTROL

MOUNTAIN GATE PHASE 2 MONO COUNTY

R|Anderson

3500 Montgomery Ave., Suite 200, San Jose, CA 95126

PH: 408.270.8800 FAX: 408.270.8804


 JOB: 16-42-002
 DRAWN: MAH
 ARCHITECT: MAH
 SCALE: NONE
 DATE: 10/24/14
 SHEET: LI
 OF: 2 SHEETS



LANDSCAPE & IRRIGATION (BID ALT 'D')
NOTES & DETAILS

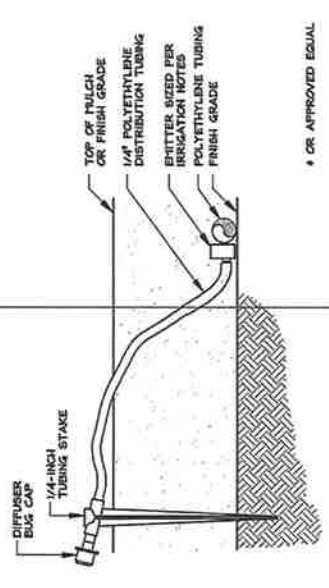
MOUNTAIN GATE PHASE 2
MONO COUNTY

R|Anderson
 LANDSCAPE ARCHITECTS
 500 Eastman Ave
 Phoenix, AZ 85004
 Phone: 602.955.1234
 Fax: 602.955.1234
 Email: info@randerson.com

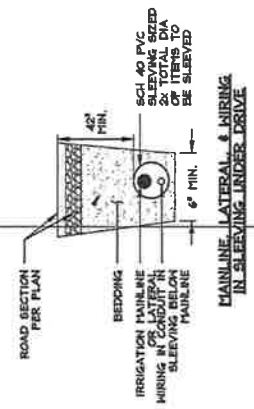
NO.	DATE	REVISION	BLOCK	BY

IRRIGATION NOTES

- GENERAL**
- REFER TO THE IMPROVEMENT PLANS FOR UTILITY LOCATIONS & FINAL GRADING. IF THE ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, CONTACT THE ENGINEER FOR DIRECTIONS AS TO HOW TO PROCEED.
 - VERIFY THE LOCATIONS OF PERMITTED SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PARTS OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE ENGINEER FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
 - REFER TO THE IMPROVEMENT PLANS FOR UTILITY LOCATIONS & FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTIONS ON HOW TO PROCEED.
 - PRIOR TO COMMENCING CONSTRUCTION, CONTACT THE UNDERGROUND UTILITY LOCATION SERVICES OR UTILITY LOCATION & IDENTIFICATION 1-800-227-2660.
 - VERIFY PLANT COUNTS, QUALITIES ARE PROVIDED AS OWNER INFORMATION ONLY. IF QUALITIES ON PLANTING LIST DIFFER FROM GRAPHIC INDICATIONS THEN GRAPHICS SHALL PREVAIL.
 - PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE & IF NECESSARY BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK & DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY & AT NO EXPENSE TO THE OWNER.
 - THE SCOPE OF THE WORK INCLUDES, BUT IS NOT LIMITED TO, ALL INSTALLATION & MATERIALS REQUIRED TO COMPLETE A WORKING IRRIGATION SYSTEM.
 - ALL SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL PERMITS.
 - ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
 - GENERAL CONSTRUCTION INFORMATION:
 - ALL IRRIGATION COMPONENTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S & LOCAL GOVERNMENT REQUIREMENTS.
 - FIELD LOCATE ALL IRRIGATION COMPONENTS TO AVOID CONTACT WITH EXISTING & PROPOSED SITE ELEMENTS.
 - ALL IRRIGATION COMPONENTS SHALL BE KEPT TO THE SIDE OF ALL PLANTING MATERIALS.
 - COORDINATE ALL SLEEVES INSTALLATION WITH THE PAVING CONTRACTOR.
 - ALL PLANT MATERIAL SHALL HAVE THE LISTED DIMENSIONS INSTALLED EVENLY AROUND THE BASE OF EACH PLANT.
 - (1) 2 GAL BRITTER FOR EACH 1 GAL PLANT
 - (1) 5 GAL BRITTER FOR EACH 5 GAL TREE
 - LANDSCAPE DRIFLINE SHALL SUPPLY WATER EVENLY AROUND PLANTING HOLE.
 - ALL MIRES SHALL BE BURIED DIRECTLY UNDER PIPE WHEN POSSIBLE.
 - ALL SOIL COMPACTION FOR BACKFILL SHALL MATCH ADJACENT SOIL COMPACTION DENSITY.
 - TEMPERATURE IRRIGATION INFORMATION:
 - ALL TEMPORARY IRRIGATION SERVICES SHALL REMAIN ACTIVE THROUGH MAY 20th, UNLESS OTHERWISE PROVIDED BY THE OWNER OR LANDSCAPE ARCHITECT.
 - IRRIGATION CONTRACTOR SHALL ASSURE ORIGINAL WATER SOURCE IS PROTECTED FROM ALL BACK FLOW FROM IRRIGATION SYSTEMS.
 - IRRIGATION CONTRACTOR SHALL ENSURE ALL NEW PLANTINGS SHALL HAVE SUFFICIENT YEAR ROUND WATER SUPPLY UNTIL SPECIFIED IRRIGATION PERIOD IS COMPLETE.
 - ALL IRRIGATION COMPONENTS LOCATED WITHIN EXISTING AND PROPOSED VEHICLES OR PEDESTRIAN TRAVEL ROUTES SHALL BE LOCATED BELOW FINAL GRADE. ALL TRENCH BACKFILL SHALL MEET THE CONSTRUCTION SPECIFICATIONS FOUND IN THE PROJECT PLAN SET OR DOCUMENTS. IF A SITUATION OCCURS WHERE NO SPECIFICATION EXISTS THE IRRIGATION CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT.



EMITTER & BUG CAP DIFFUSER ON 1/4" TUBING
NOT TO SCALE



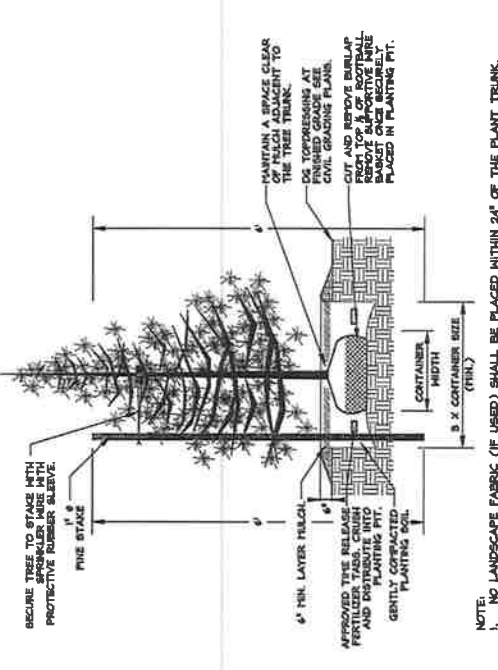
PIPE AND WIRE TRENCH (SECTION VIEW)
NOT TO SCALE

BID ALT 'D'

LANDSCAPE NOTES

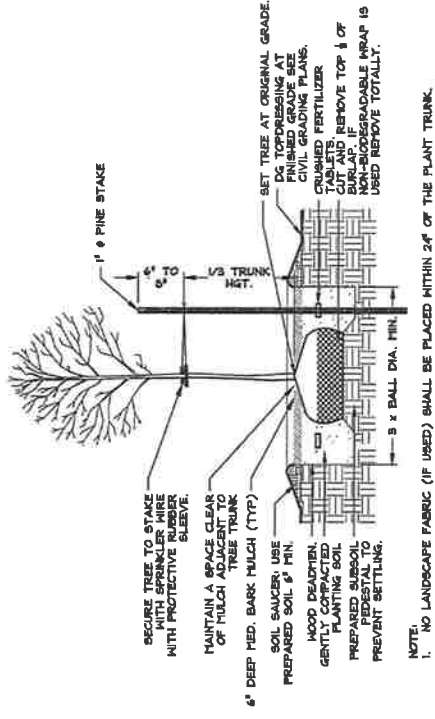
- GENERAL NOTES:**
- ALL LANDSCAPE WORK SHALL BE PERFORMED BY A LICENSED LANDSCAPE CONTRACTOR.
 - VERIFY LOCATIONS OF PERMITTED SITE EXISTING OR PROPOSED IMPROVEMENTS. IF ANY PARTS OF THIS PLAN CAN NOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE LANDSCAPE ARCHITECT FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
 - REFER TO THE IMPROVEMENT PLANS FOR UTILITY LOCATIONS & FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTIONS ON HOW TO PROCEED.
 - PRIOR TO COMMENCING CONSTRUCTION, CONTACT THE UNDERGROUND UTILITY LOCATION SERVICES OR UTILITY LOCATION & IDENTIFICATION 1-800-227-2660.
 - VERIFY PLANT COUNTS, QUALITIES ARE PROVIDED AS OWNER INFORMATION ONLY. IF QUALITIES ON PLANTING LIST DIFFER FROM GRAPHIC INDICATIONS THEN GRAPHICS SHALL PREVAIL.
 - PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE & IF NECESSARY BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK & DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY & AT NO EXPENSE TO THE OWNER.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING WORK DURING CONSTRUCTION & REPAIR ALL DAMAGE TO THE SITE AT NO COST TO THE OWNER.
 - ALL POST CARE & REQUIRED MAINTENANCE SHALL BEGIN IMMEDIATELY UPON THE COMPLETION OF THE WORK UNTIL THE FINAL PROJECT ACCEPTANCE IS COMPLETE.
 - ALL OPERATION SHEETS, & AS-BUILT DRAWINGS SHALL BE SUBMITTED UPON FINAL INSPECTION.
 - ALL PLANT MATERIALS SHALL BE FIELD LOCATED TO AVOID ALL FINAL CIVIL IMPROVEMENTS, & TO AVOID STREET LIGHT ILLUMINATION INTERFERENCE.
 - PLANT MATERIALS:**
 - ALL PLANT MATERIALS TO BE REVISED PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPH PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.
 - THE CONTRACTOR SHALL PROVIDE ALL PLANT MATERIALS IN SUFFICIENT QUANTITIES & SIZES TO COMPLETE ALL SHOWN PLANTINGS.
 - ALL PLANT MATERIAL SHALL CONFORM TO CURRENT INDUSTRY STANDARDS ADOPTED BY THE AMERICAN STANDARDS FOR NURSERY STOCK AS WELL AS CRITERIA ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
 - ALL PLANT MATERIALS SHALL BE HEALTHY, VIGOROUS, WELL ROOTED, & ESTABLISHED IN THE APPROPRIATE CONTAINER.
 - ALL PLANT MATERIALS SHALL HAVE AN APPROPRIATELY SIZED ESTABLISHED ROOT BALL & BE FREE OF EXCESSIVE ROOT GROWTH.
 - ALL PLANT MATERIALS SHALL BE FREE OF LARGE WOUNDS (LARGER THAN 1"), INSECTS, DISEASE, WINDBURN, ROBOT, NED, OR MECHANICAL DAMAGE.
 - ALL PLANT MATERIALS SHALL CONTAIN MATERIALS APPROPRIATE LEADERS, COLOR, BUDS, FOLIAGE, STRUCTURE, & TAPER.
 - ALL PLANT MATERIALS SHALL BE FREE OF ANY PLASTIC OR METAL ROOT BALL CONTAINERS. ALL FABRIC STYLE POTS SHALL HAVE SIDES REMOVED BEFORE PLANTING. ALL BALLED & BURLAP PLANT MATERIALS SHALL BE FREE OF ANY ROPE & BURLAP FABRIC. EXCESSIVE REINFORCEMENT WIRE SHALL BE REMOVED.
 - ALL CONTAINER GROWN PLANT MATERIAL SHALL BE INFECTED FOR, & REJECTED IF, ROOT BOUND.
 - ALIGN & EQUALLY SPACE IN ALL DIRECTIONS PLANT MATERIALS AS DESIGNATED PER THESE NOTES & DRAWINGS.
 - ALL PLANT MATERIALS SHALL MAINTAIN THE SAME RELATION TO FINISHED GRADE WHEN PLANTED AS THEIR ORIGINAL GRADE.
 - PRUNE NEWLY PLANTED PLANT MATERIALS ONLY UPON APPROVAL BY THE LANDSCAPE ARCHITECT.
 - ALL PLANT MATERIAL SHALL BE WATERED TWICE WITHIN 24 HOURS OF PLANTING.
 - STAKING:**
 - ALL TREES SHALL BE STAKED IMMEDIATELY AFTER PLANTING.
 - STAKE TREES WITH (1) 1/2" WOOD STAKES (OR APPROVED EQUIVALENT) PLACED 12 TO 18 INCHES OUTSIDE THE PLANTING HOLE, SO TO NOT INTERFERE WITH THE TRUNK OR BRANCHES, & ORIENT INTO THE PREVAILING WINDS. ALL THE MATERIAL SHALL BE PLACED ON ALL SIDES FOR VISIBILITY PURPOSES.
 - TREE STAKING SHALL ALLOW FOR MODERATE MOVEMENT TO DEVELOP WOOD STRENGTH.
 - ALL STAKES SHALL BE REMOVED AFTER 1 YEAR MIN. OR AS NECESSARY FOR PROPER SUPPORT.
 - PLANTED AREAS:**
 - SOILS SHALL BE TESTED FOR CORRECT PH & FERTILITY, & SHALL BE ADJUSTED WITH LIME, SULFUR OR FERTILIZER TO CORRECT ANY IMBALANCES.
 - APPLY PROPERLY LABELED PRE-EMERGENT HERBICIDE IN PLANTING AREA & NET ACCORDING TO THE MANUFACTURER'S DIRECTIONS PRIOR TO APPLYING MULCH OR ROCK.
 - ALL SETTLING BELOW GRADE SHALL BE FILLED WITH MOIST BACKFILL TO THE TOP OF THE SOIL BALL.
 - CARE SHALL BE TAKEN TO REDUCE ANY SOIL COMPACTION TO PLANTED AREAS. IF SOIL COMPACTION OCCURS LOOSEN AS NECESSARY.
 - IF DISTURBED AREAS LIE IDLE FOR MORE THAN 10 DAYS DURING AN INTERIM PERIOD BETWEEN CONSTRUCTION PHASES, SUCH AREAS SHALL BE COVERED WITH PLASTIC SHEETING OR STRAW MULCH APPLIED AT 1 TON PER ACRE.

CONIFEROUS TREE PLANTING DETAIL
NOT TO SCALE



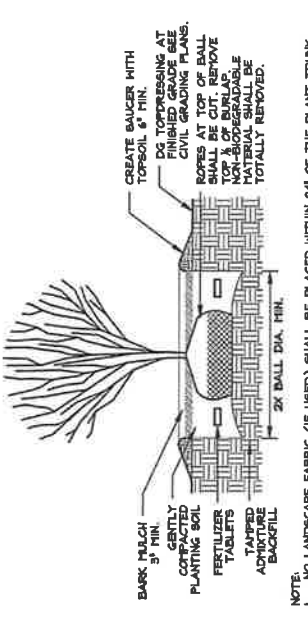
CONIFEROUS TREE PLANTING DETAIL
NOT TO SCALE

DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

DECIDUOUS SHRUB PLANTING DETAIL
NOT TO SCALE



DECIDUOUS SHRUB PLANTING DETAIL
NOT TO SCALE

- SPECIFIC LANDSCAPE PLAN NOTES:**
1. SYMBOL USED FOR SPECIFIC NOTE CALL OUT.
 2. EXISTING SITE ENTRANCE.
 3. EXISTING REINFORCED RIVER BANK SLOPE
 4. EXISTING GRAVEL PARKING AREA
 5. PRESERVE & PROTECT EXISTING 1/4" SIGNS (2)
 6. PRESERVE & PROTECT EXISTING 1/4" SIGNS (2)
 7. PRESERVE & PROTECT EXISTING 27 LFA EXISTING CULVERT, PROTECT IN PLACE
 8. PRESERVE & PROTECT EXISTING PARK SIGN LOCATION (APPROX.)
 9. EXISTING BOCK BEACH
 10. EXISTING PARKING LOT
 11. PRESERVE & PROTECT EXISTING PCC LANDING.
 12. PRESERVE & PROTECT EXISTING 1/4" RESTROOM FF#5515
 13. EXISTING CHANNEL FLOW LINE
 14. EXISTING RIPARIAN AREA
 15. EXISTING TOP OF BANK
 16. EXISTING DIRT ROAD (TYP)
 17. PRESERVE & PROTECT EXISTING TREE (TYP)

SCALE: 1" = 30'



PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT
(Symbol)	PF	4	PONDEROSA PINE / PINUS PONDEROSA	5 GAL
(Symbol)	PS	2	BLACK COTTONWOOD / POPULUS BALSAMIFERA TRICHOCARPA	5 GAL
SHRUBS	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT
(Symbol)	CS	4	DOGWOOD / CORNUS STOLONIFERA	1 GAL
(Symbol)	RW	10	MOUNTAIN ROSE / ROSA WOODSII	1 GAL
(Symbol)	SE	20	COYOTE WILLOW / SALIX BIGUA	1 GAL
(Symbol)	SL	3	ARBUTO WILLOW / SALIX LASTOLEFIS	1 GAL
(Symbol)	SV	1	COMMON SNOWBERRY / SYMPHORICARPOS ALBUS LACINIGATUS	1 GAL

NO.	DATE	REVISION BLOCK	BY	<p>SCALE: 1" = 30'</p>		<p>R/O Anderson CIVIL ENGINEER 1000 S. 10TH AVENUE SUITE 100 DENVER, CO 80202 P: 303.733.2222 F: 303.733.2222</p>	<p>MOUNTAIN GATE PHASE 2 MONO COUNTY</p>	<p>LANDSCAPE PLAN & SCHEDULE</p>	<p>DRAWN: MAH LANDSCAPE ARCHITECT/PAH SCALE: 1" = 30' DATE: 10/24/14</p>	<p>JOB: 1642-002 DRAWING: 1642-002 L02 SHEET: L2 OF: 2 SHEETS</p>

GENERAL CONSTRUCTION NOTES:

1. **GENERAL**
 - a) All work shall conform to the 2010 CBC and applicable local codes.
 - b) Where applicable, allowable stresses have been increased for timber 5% (except where prohibited) for new and old for and old.
 - c) All notes and standards shall be the most current edition as of the date of the calculation.
 - d) The Engineer is responsible for the structural items in the plans only. Should any changes be made from the design as detailed in these calculations without written approval from the Engineer then the Engineer assumes no responsibility for the extra structure or any portion thereof.
 - e) These calculations are based upon a completed structure. Should an unfinished structure be subjected to loads, the Engineer should be consulted for an alternate design or if not, will assume no responsibility.
 - f) The details shown on the drawings are typical. Similar details apply to similar conditions.
2. **SOIL WORK**
 - a) Assumed soil bearing pressure shall be determined in accordance with 2010 CBC Table 1606.2 or if a Geotechnical Report is provided, the Report shall supersede these specifications.
 - b) Building sites are assumed to be divided and free of silt or erodible soil. These calculations assume stable, undisturbed soils and level or sloped footings. Any other conditions should be reported to the Engineer.
 - c) Foundations shall bear on non-expansive soils or compacted structural fill. Any loose expansion or removal to expose the existing material.
 - d) All footings shall bear on undisturbed soil with a footing depth below finished (F.F.) or 24" as per local requirements. Footings shall be cast at 12" minimum below natural undisturbed grade.
 - e) All finished grade shall slope a minimum of 1/4" per foot (1/8" per foot) for a minimum of 10 feet.
 - f) The Engineer has not made a geotechnical review of the building site and is not responsible for general site stability or soil suitability for the proposed project.
 - g) Foundation design is based on minimum footing dimensions and bearing capacities set forth in Tables 1606.2 and 1606.3 of the 2010 CBC or the Geotechnical Report, if available. If no Geotechnical Report is available, assume class 4 soil with allowable soil bearing pressure as per local policy, use with a concrete expansion ratio less than 10%.

3. CONCRETE / MASONRY

- a) Concrete shall have a minimum 28 day compressive strength of 3000 psi, use and 2800 psi for all slabs on grade, use.
- b) Concrete exposed to freezing & thawing or deicing chemicals shall be at least 3000 psi per ACI 308, Section 4.3.1.
- c) Reinforcement shall be grade 60 or per ASTM A630.
- d) Reinforcement cover in cast-in-place concrete shall be as follows:
 - 1) 2" - Concrete cast against and permanently exposed to earth.
 - 1) 2" - Concrete exposed to earth or weather with 1/2" bars or smaller.
 - 1) 2" - Concrete not exposed to weather or in contact with ground, 1/2" bars and smaller.
 - 1) 2" - Beams, columns, and pilasters, cover over top.
 - 1) 2" - clear to top for reinforcement in slabs on grade. Per ACI 308, Section 7.1.1.
- e) Reinforced concrete shall conform to applicable requirements of 2010 and ACI Standard 308.
- f) Aggregate shall conform to ASTM C33 for some aggregate.
- g) The normal weight concrete is 145 pcf for all concrete, use the "Type II" cement, use the "Type V" cement, if soil contains sulfate concentrations of 8.2% or more.
- h) Weather protection:
 - 1) In hot weather, follow "Hot Weather Requirements", per ACI 308, Section 5.1.3.
 - 2) In cold weather, follow "Cold Weather Requirements", per ACI 308, Section 5.1.2.
- i) All reinforcing steel and anchor bolts shall be accurately located and adequately secured in position before and during placement of concrete.
- j) All details of fabrication and installation of reinforcing steel shall be in accordance with the ACI Manual of Standard Practice.

4. FINISHING / JOISTS

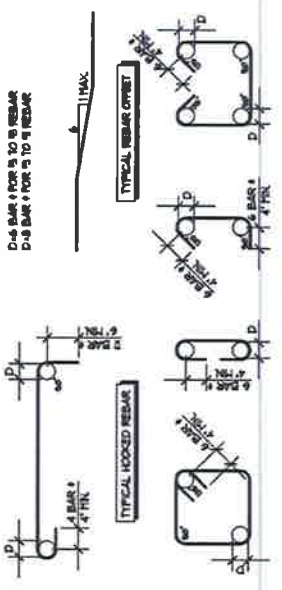
- a) All finishing conditions specified in these calculations and drawings, and larger members may be substituted.
- b) DO NOT drill holes, notch, or cut the beams, studs, and joists, unless detailed on the plans.

5. HARDWARE / STRUCTURAL STEEL

- a) All hardware specified shall be Simpson Strong-Tie Co. (or equal) installed per manufacturer's specifications, use. All hardware installed in wet service locations shall be stainless steel or hot-dipped galvanized. Hardware or fasteners that are to contact preservatives treated (PUL) or the resultant treated wood must be stainless steel or hot-dipped galvanized. Additional care must be given to the compatibility of certain combinations of P.L. labor and untreated and even coated hardware and fasteners. It is anticipated that the chemical treatments of the available labor in any region will change over time. Check with the P.L. labor manufacturer in regards to the most chemical composition of the P.L. treated lumber being used, and then consult the engineer of record to verify the correct specification for the hardware and fasteners.
- b) All nails specified are common nails, nails for sheathing may differ as specified in the shear wall schedule. No substitutions unless specified on plans or if these calculations or approved in writing by the Engineer.
- c) All bolts specified must meet ASTM A307. Bolt heads shall be 1/2" to 1/4" larger than the specified bolt. Washers shall be used at each bolt head and nut wash to assist. All washers to be not less than standard cut washers.

DESIGN CRITERIA

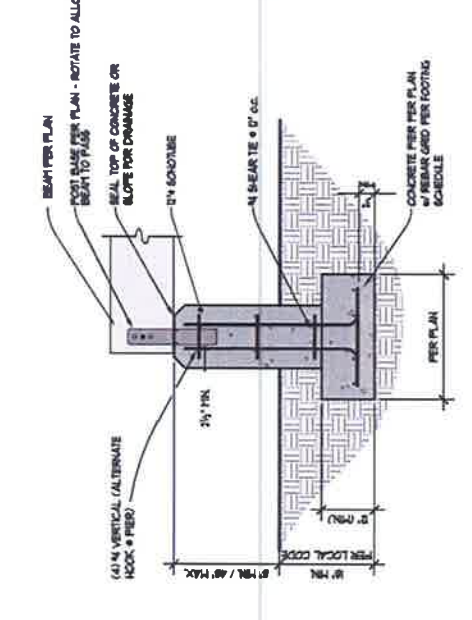
- Max. Allowable Waller R: Design Wind Speed: 80 MPH (110) Seismic Design Category: D
 Ground Snow Load: 50 PSF Exposure: C Seismic Risk Factor: 1.0
 Deck Load Factor (Coll.UB): Live Load Contribution to Seismic Dead Load: 15



1 REBAR CONFIGURATION AND LAPS
SCALE: N = 1/4"

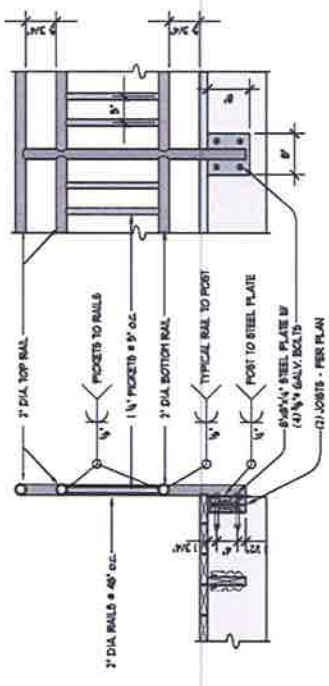
810-001

1 REBAR CONFIGURATION AND LAPS
SCALE: N = 1/4"

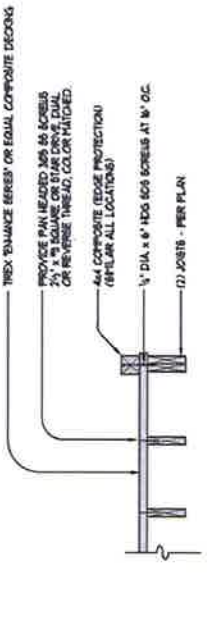


2 EXTERIOR PIER WITH PILASTER
SCALE: N = 1/4"

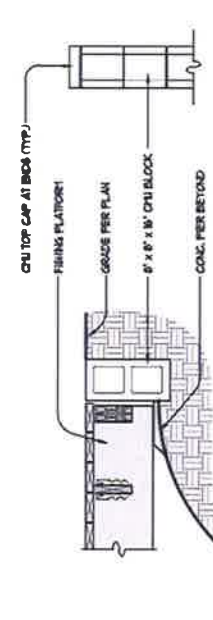
3 GUARDRAIL DETAIL
SCALE: N = 1/4"



4 EDGE PROTECTION DETAIL
SCALE: N = 1/4"



5 PLATFORM APPROACH DETAIL
SCALE: N = 1/4"



6 PLATFORM APPROACH DETAIL
SCALE: N = 1/4"



R/O Anderson
 PROFESSIONAL ENGINEER
 133116
 CIVIL
 STATE OF CALIFORNIA
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 Suite 200
 South Lake Tahoe, CA 96150
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NO.	DATE	REVISION BLOCK	BY

STRUCTURAL DETAILS

MOUNTAIN GATE PHASE 2
 MONO COUNTY

DRAWN
ENGINEER
SCALE
DATE
JOB
16-12-002
DRAWING
SHEET
53.0
DATE
06/26/14
CP. 2
SHEETS



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

Departments: Solid Waste, Parks and Facilities

TIME REQUIRED 45 minutes (15 minute presentation;
30 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura

SUBJECT Bridgeport Thermal Biomass Project

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation regarding a potential project to remove and replace the current, outdated, and inefficient propane boiler at the Bridgeport County Road Shop and Parks/Facilities building with a new 2.5 MMBtu/hour or less thermal biomass boiler system.

RECOMMENDED ACTION:

1. Direct staff to proceed with the Sierra Nevada Conservancy grant application and project (if funded). 2. Redirect the \$100,000 approved as a policy item for recycling infrastructure and programs in the 2014/15 Solid Waste budget to be utilized to provide the needed capacity to operate this project after construction, which may include the hiring of part time or seasonal staff and acquisition of transfer equipment to support biomass utilization and County waste diversion efforts. 3. Provide any other feedback and direction.

FISCAL IMPACT:

None to the General Fund. Sierra Nevada Conservancy grant funds of \$220,000 will cover direct hard and soft project costs. Annual savings from reduced propane costs will absorb increased staff costs for long-term operation and maintenance; and the approved budget from the Solid Waste Enterprise Fund can cover other operational capacity needs. Budget changes to accommodate this project will be proposed during the mid-year budget review.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:
Joe Blanchard, Tony Dublino

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Attachment](#)
- [Attachment 2](#)
- [Attachment 3](#)

History

Time	Who	Approval
10/28/2014 9:23 AM	County Administrative Office	Yes
10/30/2014 9:03 AM	County Counsel	Yes
10/29/2014 5:05 PM	Finance	Yes

Mono County Community Development Department

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commdev@mono.ca.gov

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760.932.5420, fax 932.5431
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November 4, 2014

To: The Honorable Mono County Board of Supervisors

From: Wendy Sugimura, Community Development Associate Analyst
Tony Dublino, Solid Waste Superintendent
Joe Blanchard, Parks and Facilities Superintendent

Re: Bridgeport Road Shop Thermal Biomass Project

ACTION REQUESTED

1. Direct staff to proceed with the Sierra Nevada Conservancy grant application and project (if funded).
2. Redirect the \$100,000 approved as a policy item for recycling infrastructure and programs in the 2014/15 Solid Waste budget to be utilized to provide the needed capacity for this project, which may include the hiring of part time or seasonal staff and acquisition of transfer equipment, to support biomass utilization and County waste diversion efforts.
3. Provide any other feedback and direction.

FINANCIAL IMPACT

None to the General Fund.

Sierra Nevada Conservancy grant funds of \$220,000 will cover direct hard and soft project costs. Annual savings from reduced propane costs will absorb increased staff costs for long-term operation and maintenance; and the approved budget from the Solid Waste Enterprise Fund can cover other operational capacity needs. Budget changes to accommodate this project will be proposed during the mid-year budget review.

BACKGROUND

Almost five years ago, the Eastside Biomass Project Team (Project Team) convened in the interest of finding a better use for biomass than open-pile burning in the forest or chipping for alternative daily cover (ADC) at the landfill, both of which are expensive and often limit the viability of forest health and fuel reduction projects. The Project Team sought to utilize biomass "waste" in a way that would support new forest treatments, improve air quality by reducing wildfires and open pile burning, generate affordable and renewable heat and energy, and create a long-term market for future treatments.

The Project Team is entirely voluntary and consists of Mono County, US Forest Service, Bureau of Land Management, Mammoth Lakes Fire Protection District, Town of Mammoth Lakes, Mammoth Mountain Ski Area, and GC Forest Products Inc., with technical expertise provided by Sierra Nevada Conservancy, Southern California Edison, and Great Basin Unified Air Pollution Control District (GBUAPCD). Chairman Johnston, Supervisor Hunt, and Wendy Sugimura represent the County, and Dan Lyster also represented the County prior to his retirement.

Almost two years ago, Mono County secured funding from the Great Basin Unified Air Pollution Control District (GBUAPCD) and the Sustainable Communities Planning Grant (State of California) for the Project Team to conduct a Biomass Utilization Feasibility Study. After a year of intensive work, the consultant delivered the final report, which was presented to the Planning Commission and at the Town/County Liaison meeting in March 2014.

The Feasibility Study (Attachment #1) serves as the reference for all data in this staff report, and henceforth only page number citations are provided.

The study focused on the Mammoth area and included analyses of biomass feedstock availability, potential sites, economic and financial feasibility, and technology; as well as recommendations and next steps. The initial hope of the Project Team was for a combined heat and power (CHP) facility of up to 1 megawatt (MW) that would convert “waste” with no value into renewable energy while providing highly skilled jobs. However, the study concluded that sufficient biomass supply in a needed 2-to-1 ratio is not available for a CHP plant, and recommended a thermal biomass application (p. 29). Thermal biomass facilities have fewer technical requirements and barriers to development, are less expensive to construct, yet still create a market for biomass utilization. The main constraint on siting thermal projects is the toxic risk assessment required for an air quality permit, which essentially eliminates locations too close to sensitive receptors such as schools, hospitals and residences.

A thermal project at Mammoth Mountain Ski Area was the initial focus of the study, but later discussions broadened potential locations, and the Mono County Bridgeport Road Shop was introduced. The Road Shop has an old, inefficient boiler in need of replacement, the location is relatively far from residences, and the site has sufficient storage for biomass fuel.

The Sierra Nevada Conservancy invited the County to submit a grant application (Attachment #2) for construction of a thermal-only biomass project at the Bridgeport Road Shop to: 1) support healthy forest and fuel reduction projects; and 2) provide a model in California of a successful thermal biomass project, potentially paving the way for other thermal projects and expanding the utilization of forest-sourced biomass. Using the completed Feasibility Study as a template, County staff developed the following “mini” feasibility study for this project:

Project Description

The project proposes to remove and replace the current, outdated, and inefficient propane boiler system at the County Road Shop and Parks/Facilities building in Bridgeport with a new 2.5 MMBtu/hour or less thermal biomass boiler system. Selection of the thermal technology/vendor, design and engineering, air quality permitting, construction documents, equipment purchase/installation, and staff training are included in the project work plan. Funds requested are \$220,000.

The biomass boiler will be installed within the current boiler footprint and will provide heat for approximately 12,855 square feet. The mechanical room will be retrofitted to accommodate a fuel hopper and water storage tank, and existing piping and pumps will be reconfigured as necessary for full system integration. Staff will be fully trained in system operations and maintenance, and a new wood chip storage building of up to 960 square feet will be constructed on site to ensure one week of fuel supply. The thermal unit would operate no more than 2,666 hours/year and consume a maximum of 367 bone-dry tons (BDT) of biomass a year.

Direct County Needs

The current boiler at the Road Shop has reached the end of its useful life and is scheduled for replacement. Two options exist: 1) a thermal biomass boiler unit; or 2) transferring one of the new propane

boilers from the Old Hospital. Because a portion of the Old Hospital was isolated for heating, this new propane boiler is no longer needed for that building.

In addition, due to the passage of AB 1594, Mono County can no longer count organics and wood waste as diversion when it is utilized for Alternative Daily Cover (ADC) at landfills. The intent of this legislation is to encourage the beneficial re-use of all green waste, but unfortunately there are no composting, biomass, or other transformation facilities within 100+ miles of Mono County. Developing local infrastructure that can re-use this material represents a significant environmental benefit, as well as diversion effort, for the County.

Land Use

The Bureau of Land Management, the public landowner from whom the County leases the property, had given an informal approval by email at the time this staff report was written. The formal decision approving the use should be received by the Board meeting.

Biomass Supply Availability

A sufficient biomass supply to meet the needs of the proposed thermal biomass boiler is locally available. For economic reasons a 50-mile radius is generally considered the maximum distance biomass can be transported to a facility. Therefore, only materials at the Bridgeport, Walker and Pumice Valley landfill sites are considered in this analysis. The consultants determined only 30% of organics and 90% of clean wood waste from the landfills could potentially be utilized by a combined heat and power facility. Analyzing a two-year record from the three landfills, approximately 411 BDT/year would be available for this thermal project.

Additional material (over 3,000 BDT/year) could be available from Benton Crossing Landfill if the value of diverting waste overcomes the 50-mile radius rule-of-thumb, and the Humboldt-Toiyabe National Forest is anticipating generating 150,000 BDT in the next 10 years from sage-grouse habitat improvement treatments.

Financial Analysis

In 2010, the Bridgeport Road Shop consumed 29,916 gallons of propane at an annual cost of \$47,267. However, the baseline cost used for comparison is actually a scenario in which at least 30% less propane is consumed if the new boiler from the Old Hospital is used as the primary heating source. Thus, 20,941 gallons of propane at an annual cost of \$33,087 is used as the baseline cost.

For biomass fuel, the Feasibility Study investigated and analyzed a number of variables that could affect the delivered cost, and conducted a sensitivity analysis. When the cost of collecting, transporting, processing, storing, and handling the biomass is considered, the upper end of delivered biomass cost was estimated at \$45/BDT (see Table 19, page 33). At a maximum consumption of 367 BDT/year, the biomass fuel would cost $\$45 \times 367 = \$16,515$.

An increase in staff time and parts for operation and maintenance should be anticipated for thermal biomass units. According to the Feasibility Study, daily maintenance takes 0.5-1.5 hours. County costs would therefore be an average of \$12,410 (at \$34/hr labor cost). The cost of parts ranges from \$1,000 - \$7,000, with a reasonable assumption of \$4,500. The total annual cost for operations and maintenance could be approximately \$16,910 (ranging from \$7,205 - \$25,615).

If no operations and maintenance costs (which are minimal) are included for the propane boiler, the cost of propane for a new boiler (\$33,087) about equals the cost of fuel, operations and maintenance for a biomass boiler ($\$16,515 + \$16,910 = \$33,425$).

Table 1. Estimated Annual Cost of Heating

Source	Fuel Cost	Cost of O&M	Total Cost
Propane at market rate	\$73,294	\$0	\$73,294
Propane at current rate	\$33,087	\$0	\$33,087
Biomass	\$16,515	\$16,910	\$33,425

A long-term perspective should also be acknowledged, as both propane and diesel fuel (for transporting biomass) should be expected to increase over time. Currently, the County receives a very low rate for propane at the Road Shop. Should that price increase to typical market rate, the cost of propane would more than double, plus typical price escalators over time. Diesel rates are also subject to fluctuations. An increase of \$1.00 in diesel prices results in about a 9% increase in the price per BDT (e.g., approximately \$49/BDT).

Environmental Analysis and Air Quality Permit

Because the design includes compliance with Great Basin Unified Air Pollution Control District (GBUAPCD) standards, a Notice of Exemption for categorical exemptions 15302(c) and 15303(e) was filed on September 12, 2014 (see Attachment #3).

The GBUAPCD was consulted, and determined that due to the proximity of the nearest residences (442 meters), operating hours must be limited to 2,666 hours per year for the public risk threshold to remain less than or equal to one-in-one-million (1×10^{-6}) lifetime carcinogenic risk to the maximum exposed individual. Given the thermal unit would primarily be operated during winter months, this limitation should not impact County operations. The end result is that the impact to public health is negligible.

County Policy Consistency and Public Outreach

Current General Plan policies do not address biomass utilization but do encourage renewable energy projects without visual or environmental impacts. Policy changes, which have already been reviewed by the Board of Supervisors and Planning Commission, for the General Plan Update more specifically support community-scale renewable energy projects, including biomass, and biomass utilization is integrated into the Resource Efficiency Plan.

This project was agendaized for discussion at the Bridgeport Regional Planning Advisory Committee, and informally discussed under staff updates at a separate meeting. No objections were raised.

DISCUSSION

This project is scheduled for consideration by the Sierra Nevada Conservancy Board at its December 2014 meeting. The project has been scored by the SNC internal evaluation team, and a recommendation for approval of funding the project is being taken to the SNC Board. The external hurdles appear to have been cleared, and the final considerations are ones of County capacity to execute the project and the value of the benefits.

Value of Benefits

The financial analysis indicates increased staff costs for biomass operations would be covered, and the project overall would essentially break even if propane remains at the current price. The likelihood is that future price escalation is likely to be lower for biomass than propane. However, given the best assumptions that can be made today, there appears to no immediate financial gain or loss.

The other benefits to the County include the following:

- **Protection of Life and Property from Wildfire:** Disposal of slash and biomass “waste” often makes fuel reduction treatments unviable. This project would help create a market for biomass that would

support the fuel reduction projects that protect life, property, and communities from catastrophic wildfire.

- **Waste Stream Diversion:** Given AB 1594, this project would transform a waste stream that costs the County money to process into one with value, and would significantly assist with meeting CalRecycle diversion mandates.
- **Efficiency Use of Resources and Renewable Energy:** This project would efficiently use a current “waste” stream to create heat for County facilities.
- **Improve Air Quality:** This project would help prevent threat of wildfires and provide an alternative to open pile burning in fuel treatment projects, which would reduce air emissions from fires. The actual emissions from the thermal unit, as indicated by the analysis for air quality permitting, would be *de minimus*.
- **Establish a Model in California:** This project would provide a model for the Sierra Nevada region and the rest of California of a successful thermal biomass project, potentially paving the way for other thermal projects and expanding the utilization of forest-sourced biomass

County Capacity

Currently, the Solid Waste Division is operating with minimal staffing. These minimal staffing levels have been one of the reasons why the Solid Waste Enterprise Fund is currently balanced, and accruing a modest reserve. The landfill staff has also taken on several additional tasks, including the servicing of recycling programs in the north part of the county and the performance of Transfer Station inspections, maintenance and monitoring. It is not likely that current staffing levels could support the additional work involved with separating wood waste and processing it in order to meet specifications for re-use in a thermal biomass facility, as well as transporting it to the Road Shop.

Nonetheless, in the Board-approved FY 14/15 budget there is \$100,000 for “Recycling and Diversion Programs.” A couple ideas about utilizing those funds include the hiring of a part-time or seasonal employee and the acquisition of transfer equipment to improve the collection and distribution of recycling materials throughout the county. If these options were selected, one of the benefits would include the ability to process and deliver biomass-ready wood chips.

Having this capacity within the Solid Waste Division makes sense because it would allow the County to establish a valuable return on a portion of the waste stream that currently has no financial value, and it would prove a significant step toward meeting our CalRecycle diversion mandates following the recent passage of AB 1594. Historically, ADC has been a significant portion of the County’s overall diversion effort, and in the future it will no longer be available.

In addition, the project involves construction work that exceeds the threshold required for competitive bidding and payment of prevailing wages. If the grant is awarded, staff will work with County Counsel to prepare the necessary bid materials. If, after opening all bids, the Board determines, by a 4/5 vote, that the work can be performed more economically with County forces, then it may reject all bids and direct staff to perform the work. If this occurs, a significant amount of Public Works facilities labor would be required to complete the project.

This staff report has been reviewed by the Community Development director. Please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENTS

1. Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Products Utilization in Mono County, California
2. Sierra Nevada Conservancy Grant Application #812 – Mono County Thermal Biomass Project
3. California Environmental Quality Act Notice of Exemption filed Sept. 12, 2014

**COMPREHENSIVE FEASIBILITY
STUDY FOR A HEAT AND/OR POWER
BIOMASS FACILITY AND EXPANDED
FOREST PRODUCTS UTILIZATION
IN MONO COUNTY, CALIFORNIA**

**Prepared for:
Mono County Community Development Department
Mammoth Lakes, California**



**Prepared by:
TSS Consultants
Rancho Cordova, California**



February 28, 2014

Acknowledgments

The authors wish to thank several individuals and organizations for their significant efforts in support of this project, specifically, the Eastside Biomass Project Team, a collaborative group of representatives from the Mammoth Lakes area:

- Brent Harper, Mammoth Lakes Fire Department
- Byng Hunt, Mono County Supervisor
- Dan Brady, Southern California Edison
- Dan Lyster, Mono County Economic Development Department
- Elissa Brown, Sierra Nevada Conservancy
- Greg Cook, GC Forest Products
- Jan Sudomier, Great Basin Unified Air Pollution Control District
- Larry Johnston, Mono County Supervisor
- Peter Bernasconi, Town of Mammoth Lakes
- Scott Kusumoto, U.S. Forest Service, Inyo National Forest
- Steve McCabe, Mammoth Mountain Ski Area
- Tedi Duree, Southern California Edison
- Wendy Sugimura, Mono County Community Development Department

TSS would also like to thank the following individuals for their time and contributions:

- Annamaria Echeverria, U.S. Forest Service, Bridgeport Ranger District
- Brian Adkins, Bishop Paiute Tribe
- Dale Johnson, Bureau of Land Management
- Danna Stroud, Sierra Nevada Conservancy
- Deanna Campbell, Mammoth Community College
- Lara Kirkner, The Sheet News
- Gary Myers, Mammoth Hospital
- Lois Klein, Mammoth Union School District
- Mandy Brinnand, U.S. Forest Service, Bridgeport Ranger District
- Paul McCahon, June Lake Fire District
- Steve Nelson, Bureau of Land Management
- Tony Dublino, Mono County Solid Waste Department

The TSS Consultants feasibility study team included:

- Tad Mason, Forester and CEO, Project Manager
- Frederick Tornatore, Chief Technical Officer
- Matt Hart, Renewable Energy Specialist

This study was made possible by generous grant funding from the State of California's Sustainable Communities Planning Grant and the Great Basin Unified Air Pollution Control District's Clean Air Project Program (CAPP) funding. Mono County contributed staff time to manage the project, and all Biomass Team agencies contributed staff time to participate.

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Appendix B. Request for Proposals Template

Appendix C. Authority to Construct Application

Appendix D. Fuel Burning Equipment Form

Appendix E. Great Basin Unified Air Pollution Control District's Toxic Air Assessment Policy

Appendix F. Frequently Asked Questions

Abbreviations

Organizations

ARB	Air Resource Board
BLM	Bureau of Land Management
BOE	Board of Equalization
Biomass Team	Eastside Biomass Project Team
CARB	California Air Resources Board
EPA	Environmental Protection Agency
GBUAPCD	Great Basin Unified Air Pollution Control District
NDF	Nevada Division of Forestry
TSS	TSS Consultants
USDA	United States Department of Agriculture
USFS	United States Forest Service

Other Terms

ADC	Alternative Daily Cover
ATC	Authority to Construct
BDT	Bone Dry Ton
BTU, MMBTU	British Thermal Unit, Million BTU
C+D	Construction and Demolition
CCF	Hundred Cubic Feet
CEQA	California Environmental Quality Act
Core FSA	Core Feedstock Study Area
CHP	Combined Heat and Power
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
CO ₂ e	Carbon Dioxide Equivalent
CWPP	Community Wildfire Protection Plan
FPD	Fire Protection District
FSA	Feedstock Study Area
HVAC	Heating Ventilation and Air Conditioning
IOU	Investor Owned Utility
LRMP	Land Resource Management Plan
MBF	Thousand Board Feet
NF	National Forest
NO _x	Nitrogen Oxides
O&M	Operations and Maintenance
PM, PM ₁₀ , PM _{2.5}	Particulate Matter, PM (<10 micrometers), PM (<2.5 micrometers)
RFP	Request for Proposals
SB 1122	California State Senate Bill 1122
SB 32	California State Senate Bill 32
SO ₂	Sulfur Dioxide
U.S.	United States
VOC	Volatile Organic Compounds
WBUG	Woody Biomass Utilization Grant
WUI	Wildland Urban Interface

EXECUTIVE SUMMARY

Background

The Eastside Biomass Project Team (Biomass Team) is evaluating the feasibility of a community-scale bioenergy facility (thermal only, combined heat and power, or electricity only) using local sustainably-available forest biomass waste and supporting local labor and the regional economy. The Biomass Team consists of representatives from the Bureau of Land Management, GC Forest Products, Inc., Inyo National Forest, Mammoth Lakes Fire Protection District, Mammoth Mountain Ski Area, Mono County, Sierra Nevada Conservancy, and the Town of Mammoth Lakes. The Great Basin Unified Air Pollution Control District and Southern California Edison participate regularly and provide technical assistance.

The Biomass Team retained TSS Consultants (TSS) to conduct a comprehensive feasibility study to evaluate the viability of siting a bioenergy facility within the central Mono County and Mammoth Lakes area. The feasibility study focuses on the utilization of sustainably-available forest biomass sourced as a byproduct of forest management and fuels treatment programs.

Site Review and Analysis

Seven sites for locating a biomass combined heat and power (CHP) facility and seven additional sites for locating a biomass thermal project were reviewed in the Mammoth Lakes area. TSS found that several locations could be suitable for a biomass CHP facility using the high-level screens of accessibility, site size, potential for heat load, and zoning. As an initial evaluation, electrical interconnection potential was not considered. The most significant challenge facing CHP project development was that projects with the potential for a heat offtake did not have sufficient size for winter feedstock storage, and projects with sufficient acreage did not have a heat load. Both heat offtake potential and onsite storage are critical factors that influence a project's economic performance.

Of the seven sites reviewed for a biomass thermal facility, five of the seven had sufficient heat demand and proper infrastructure for the installation of a biomass boiler to displace fossil fuel consumption. The preferred sites include the Mammoth Mountain garage, Mammoth Hospital, and Mammoth Middle School (part of the Mammoth Unified School District).

Biomass Feedstock Availability and Cost Analysis

Sustainably-available biomass feedstock is limited in the Mammoth Lakes area because of the challenges accessing feedstock in the eastern half of the study area and limited annual forest harvest activities on federally managed lands (the major land management entity in the area). Table 1 summarizes the volumes of sustainably available feedstocks by source.

Table 1. Biomass Feedstock Material Practically Available by Source

BIOMASS MATERIAL SOURCE	AVAILABILITY (BDT/YR)
Timber Harvest Residuals	2,864
Fuels Treatment Activity Residuals	225
Forest Products Manufacturing Residuals	285
Urban Wood Waste	1,945
TOTAL	5,319

Additional feedstock may be available in any given year based on episodic events such as wind events, wildfire, and insect kill; however, TSS does not consider these sources to be sustainable over the 20-year service life of a bioenergy project. Therefore, feedstock availability limits the potential for bioenergy development to a thermal project, as a 0.5 MW CHP project would require a minimum of 8,000 BDT per year to meet the recommended 2:1 feedstock coverage ratio. Feedstock pricing is illustrated in Table 2.

Table 2. Biomass Feedstock Material Delivered Costs

BIOMASS MATERIAL SOURCE	LOW RANGE (\$/BDT)	HIGH RANGE (\$/BDT)
Timber Harvest Residuals	\$45	\$60
Fuels Treatment Activity Residuals	\$25	\$30
Forest Products Manufacturing Residuals	\$20	\$25
Urban Wood Waste	\$25	\$30

Economic and Financial Feasibility Analysis

The economic and financial feasibility analysis utilized publically available data from the U.S. Department of Agriculture (USDA) Forest Service (USFS) Fuels for Schools and Beyond Program. Fuels for Schools is a program focused on developing small-scale biomass thermal projects at schools across Washington, Oregon, Idaho, Montana, Nevada, and Alaska. Utilizing actual financial costs (averages and ranges) from these projects and the biomass feedstock availability and cost analysis, TSS developed a financial pro forma to review the potential for a 2 MMBtu per hour biomass thermal project. Findings are displayed in Table 3.

Table 3. Biomass Thermal Financial Analysis Findings

	SCENARIO 1	SCENARIO 2	SCENARIO 3	SCENARIO 4
Total Project Cost (\$)	\$353,488	\$548,396	\$548,396	\$700,000
Propane Displaced (gal/yr)	53,188	45,209	45,209	39,891
Cost of Propane (\$/gal)	3.38	3.38	2.15	2.15
Price of Biomass (\$/BDT)	\$25	\$30	\$30	\$35
Additional O&M Personnel Costs (\$/yr)	\$4,745	\$9,490	\$9,490	\$14,235
Additional O&M Equipment Costs (\$/yr)	\$1,000	\$4,500	\$4,500	\$7,000
IRR	46.6%	23.4%	12.8%	6.1%
Simple Payback Period (yr)	2.1	4.2	7.4	12.7

The financial feasibility of biomass thermal projects depends on the cost of the displaced fossil fuel (comparing scenarios 2 and 3) and the capital cost of the project (comparing scenarios 1 and 2 and scenarios 3 and 4). A financial assessment of each individual project should be conducted to better understand the viability of a specific project with a focus on the annual heat demand, capital cost, avoided fossil fuel costs, and the needs of the collocated enterprise.

Due to the relatively small feedstock demand and the low operational requirements, one biomass thermal installation is not expected to generate additional jobs in the local area in either the forestry sector or with the organization with which the unit is located; however, the installation is expected to support existing jobs and if scaled to multiple units in the region could create additional employment opportunities.

Renewable Energy Technology Selection Process

TSS recommends that any organization planning to install a biomass boiler select their preferred technology based on a competitive bid process. The feasibility report provides a list of technology vendors and developers that operate in the range appropriate for thermal applications in the Mammoth Lakes regions (Table 25). As with any capital investment, there are more factors that influence technology selection than strictly cost, and each organization should review and prioritize specific selection criteria (Table 26) before selecting a developer. TSS has developed a request for proposals template that can be used to initiate the competitive bid process (Appendix B).

Permitting Plan

The installation of a biomass thermal system to replace an existing heating system does not require any additional land use entitlements. Thus, it has been determined that the only environmental permit required for a biomass thermal system would be an air quality permit from the GBUAPCD.

It is expected that biomass-fueled boiler systems in the Mammoth Lakes area and at the preferred sites previously identified will have very low air pollutant emissions due to the relatively small size.

The direct combustion of woody biomass in a thermal boiler system will result in the potential release of toxic air contaminants. The release of toxic air contaminants is governed by GBUAPCD policy, which will present challenges to the siting of biomass thermal units at certain sites within the Mammoth Lakes area, particularly those near residential dwelling units. Based on a preliminary toxins analysis, the Mammoth Mountain garage is remote enough from sensitive receptors that the GBUAPCD Toxic Risk Assessment Policy has relatively little effect on siting a biomass thermal unit at that location.

Outreach and Communications Plan

Biomass thermal projects do not require the same level of community outreach as is recommended for a biomass CHP development project. The replacement and retrofit of a heating system does not trigger a California Environmental Quality Act (CEQA) review and therefore

does not open the project to public comment. However, TSS recommends that educational documentation be provided to interested stakeholders (Appendix F). The Biomass Team has presented the project concept to multiple community groups, and this final report was presented to the Mammoth Lakes Town Council.

Recommendations and Next Steps

This feasibility study found that a small-scale biomass thermal facility, co-located at the Mammoth Mountain garage, is a financially viable option to augment an existing propane fired boiler. Locally available biomass feedstocks are readily available, the project can be permitted, the biomass conversion technology is available, and the Mammoth Lakes community appears to be supportive. Critical next steps include beginning discussion with feedstock supply contractors and the Benton Crossing landfill, commencing the technology selection process (using RFP provided by TSS as a template), and strengthening outreach to others to identify options for additional use of thermal energy.

SITE REVIEW AND ANALYSIS

Site selection for a community-scale biomass facility requires in-depth analysis of a site and its attributes to determine the benefits and challenges that each unique site offers. To identify preferred sites, TSS utilized coarse filters to focus the search and to select a targeted list of preferred sites. Preliminary screens include three critical constraints and five secondary considerations that can be potentially mitigated.

TSS reviewed potential sites for biomass CHP and biomass thermal application. Sites were identified by the Biomass Team and through satellite imagery of Mammoth Lakes.

Siting Filters

Critical Constraints

- 1) *Land Use*: Land use refers to the designation of the potential site as determined by the 2013 Mono County General Plan and the Town of Mammoth Lakes Zoning. Land use designations identify the allowable uses for a particular site and indicate the appropriate steps to comply with the area's intended use. Based on the 2013 Land Use Designations, the designation types listed below would allow a biomass conversion facility with a Conditional Use Permit. Any other designation would require amendment to the General Plan, which can be a time-intensive and often costly endeavor. In addition, facilities located on public lands, such as USFS land, will need to coordinate special use permit conditions.
 - a. *Allowable Designations*: Industrial.
 - b. *Potential Designations*: Resource Extraction, Industrial Park, Public and Quasi-Public Facilities, Agriculture, Specific Plan.
 - c. *Special Considerations*: USFS special use permit
- 2) *Space*: Biomass availability will be limited during parts of the year primarily due to inclement weather. To allow for the facility's footprint and feedstock storage, TSS recommends a minimum size of two acres for a site located in the Mammoth Lakes Region. For sites larger than two acres, TSS will further evaluate the location to identify a facility's maximum capacity based on technology type and feedstock storage requirements.
- 3) *Access*: Biomass facilities, at any scale, must allow for access by chip van to deliver feedstock. Chip vans are typically classified as California Legal Truck Tractor – Semitrailers and adhere to the STAA¹ Truck Tractor classifications. In the Mono Lakes Region, U.S. Highway 395, State Highway 182 and 167, and State Highway 120 west of U.S. Highway 395 are built to allow for all California Legal Truck Tractor – Semitrailers. State Highway 120 east of U.S. Highway 395 is a California Legal Advisory Route and has posted restrictions based on weight and length. Proximity to these major transportation networks is critical for feedstock delivery.

¹ Surface Transportation Assistance Act, 1982.

Secondary Considerations

- 1) *Heat Load*: The production of thermal energy using biomass material as a primary feedstock can be very cost effective. Displacing fossil fuel consumption can greatly enhance the economics of any biomass conversion project. Considerations include:
 - a. How high is the current heat demand?
 - b. What is the demand profile (the heat demand over time)?
 - c. How far away (from the proposed biomass conversion facility) is the heat load?
- 2) *Power*: The availability of onsite load displacement will determine the net metering or excess power sales potential which may enhance the economics of biopower production. For projects that plan to export power, the existing utility infrastructure is important. Online tools are available for a cursory analysis of the local electric grid.
- 3) *Sensitive Receptors*: Nearby residential dwellings and businesses can be regarded as sensitive receptors and must be considered when examining the impacts of a biomass project.
- 4) *Water Availability*: What is the accessibility of water? If water is not available onsite, what are the options for bringing water to the site? Note that not all technologies require water, although all sites will require a domestic water supply.
- 5) *Water Discharge*: What are the options for domestic and industrial wastewater discharge? Note that some technologies produce minimal quantities of wastewater that can be trucked to an appropriate water treatment facility when necessary.

Findings

The Mammoth Lakes area has the potential to site a biomass CHP facility; however, siting will be challenging, as there are no sites that offer appropriate space, sufficient heat loads, and proper zoning. Of the sites reviewed, many provided two of these three major criteria with the trade-off typically consisting of sufficient space without a heat load or a heat load without sufficient space. Heat load and space are critical to a project's economic outlook because a heat load offers a market for waste heat and sufficient space (for onsite feedstock storage) allows the feedstock to be handled only once.

The potential for siting a biomass thermal facility is favorable in the Mammoth Lakes area where the temperature profile may require heating of buildings throughout the majority of the year. The Biomass Team and TSS identified seven potential sites for thermal applications and found that six of these sites have appropriate infrastructure for thermal energy retrofit.

The findings from the site analysis are shown in Table 4 and Table 5.

Table 4. Combined Heat and Power Siting Analysis








LOCATION	AERIAL IMAGE	ZONING	SPACE	INFRASTRUCTURE	OTHER
McFlex Parcels/ Mammoth Hospital		<u>General Plan:</u> Institutional Public <u>Zoning:</u> Public and Quasi Public	This site would require off-site feedstock storage.	None	The site is near several sensitive receptors including the hospital, schools, and a residential area.
Mammoth Unified School District		<u>General Plan:</u> Institutional Public <u>Zoning:</u> Public and Quasi Public	This site would allow for onsite feedstock storage.	Would need to identify an appropriate vehicle access route.	The site is near several potential sensitive receptors including the hospital, schools, residential area, and RV park. This site may have restricted use based on the ownership structure.
Sierra Business Park		<u>General Plan:</u> Industrial <u>Zoning:</u> Industrial	This site would allow for onsite feedstock storage.	None	There is limited potential for heat demand.
Old Sheriff Substation		<u>General Plan:</u> Public and Quasi Public <u>Zoning:</u> Public and Quasi Public	This site would allow for onsite feedstock storage.	None	There is no potential for heat demand.
Mammoth Disposal/Transfer Station		<u>General Plan:</u> Institutional Public <u>Zoning:</u> Industrial	This site would require off-site feedstock storage.	None	The site is currently occupied by tenants and there is not public support for further development of the site.
South Gateway Facilities		<u>General Plan:</u> Institutional Public <u>Zoning:</u> Public and Quasi Public	This site would allow for onsite feedstock storage.	None	There are already conceptual development plans for this site from the Community College. Additionally, a public biking and hiking path is nearby which may create public opposition.
Mammoth Ski Area		Operated under a Special Use Permit by the USFS	This site would allow for onsite feedstock storage.	None	The USFS requires that private sites be evaluated for this type of project before consideration for development on public lands.

Table 5. Thermal Only Siting Analysis

LOCATION	EXISTING SYSTEM	CURRENT FUEL DEMAND AND PRICE	POTENTIAL CONSTRAINTS
Mammoth Hospital	Two 1.6 MMBtu/hr units and two 4.0 MMBtu/hr units.	Some residential propane HVAC system while diesel boilers are the primary heat source. 122,000 gal/yr of diesel.	Space constraints for adequate woodchip storage and for delivery truck traffic may be challenging. There may be additional criteria for air permitting as the hospital is considered a sensitive receptor.
Mammoth Unified School District: Elementary School	Two 850,000 Btu/hr boilers and one 660,000 Btu/hr boiler generating hot water.	The propane usage was an aggregated number for the district (~\$286,000/yr).	Space constraints for adequate woodchip storage and for delivery truck traffic may be challenging. There may be additional criteria for air permitting as the school is considered a sensitive receptor.
Mammoth Unified School District: Middle School	Two 2.05MMBtu/hr boilers generating hot water.	The propane usage was an aggregated number for the district (~\$286,000/yr).	Space constraints for adequate woodchip storage and for delivery truck traffic may be challenging. There may be additional criteria for air permitting as the school is considered a sensitive receptor.
Mammoth Unified School District: High School	Does not use a centralized boiler system.	N/A	N/A
Cerro Coso Community College: Mammoth Campus	Two Units: 630,000 Btu/hr to generate hot water.	The propane usage was approximately 8,900 gal/yr at	There are potential space constraints at the community college campus. Additionally, the boilers only service the college and not the surrounding student residences.
Mammoth Ski Area: Canyon Lodge	2 MMBtu/hr used for snowmelt.	The propane usage was approximately 20,000 gal/yr	Space limitations at the lodge due to high customer traffic. Road access to the garage in the winter could be challenging with the increased snow loads compared to the town. Steep grade on the incoming roadway may be challenging.
Mammoth Ski Area: Garage	Two Units: 2.5 MMBtu/hr to generate hot water.	The propane usage was approximately 50,000-60,000 gal/yr	Road access to the garage in the winter could be challenging with the increased snow loads compared to the town. Steep grade on the incoming roadway may be challenging.

BIOMASS FEEDSTOCK AVAILABILITY AND COST ANALYSIS

The site review indicated the potential for CHP or thermal-only biomass development in the Mammoth Lakes region. The Biomass Feedstock Availability and Cost Analysis addressed the potential for sourcing biomass feedstock in areas tributary to Mammoth Lakes. Woody biomass material sources considered in this analysis include a range of forest and wood waste management activities:

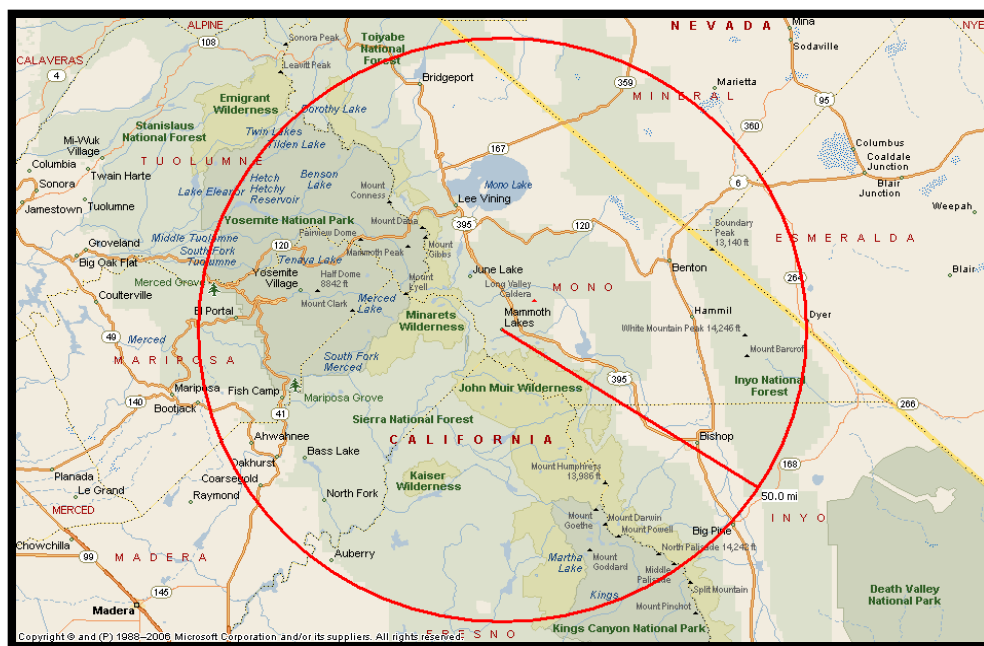
- Timber harvest residuals – limbs and treetops generated during commercial timber harvest activities;
- Fuels reduction and forest restoration residuals – ladder fuels such as limbs, brush, and small stems removed as a result of forest fuels reduction activities;
- Forest products manufacturing residuals – bark, sawdust, chips; and
- Urban or agricultural-sourced biomass potentially available for the proposed facility.

Feedstock Study Area

Consistent with the objectives of this biomass feedstock availability analysis, the forested landscapes and watersheds located within a logical haul distance of the Mammoth Lakes community were included in the Feedstock Study Area (FSA). Figure 1 highlights the FSA.²

Initially an FSA with a 30-mile radius was considered; however, due to relatively low availability of biomass feedstocks in the region, TSS recommended (and the Biomass Team agreed) to an expanded 50-mile radius.

Figure 1. Feedstock Study Area



² As defined by feasibility study project steering committee.

Vegetation Cover and Land Ownership/Jurisdiction

Woody biomass availability for any given region is heavily dependent on vegetation cover, land management objectives, and land ownership. Vegetation cover within the Mammoth Lakes FSA is predominantly shrub and non-forested (primarily desert) at 51%, coniferous at 25%, and pinyon juniper at about 10% of the landscape. The predominant vegetation cover types with the FSA are shown graphically in Figure 2 and in a map in Figure 3.

Figure 2. Vegetation Cover as a Percentage of Total Cover within the FSA

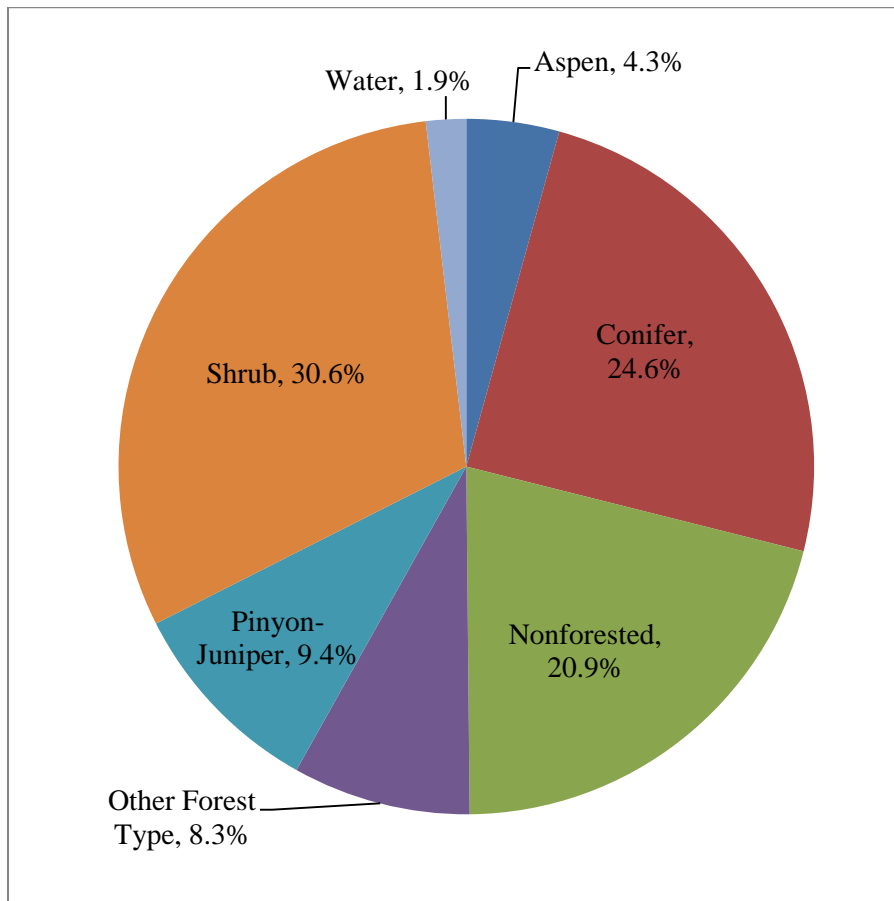
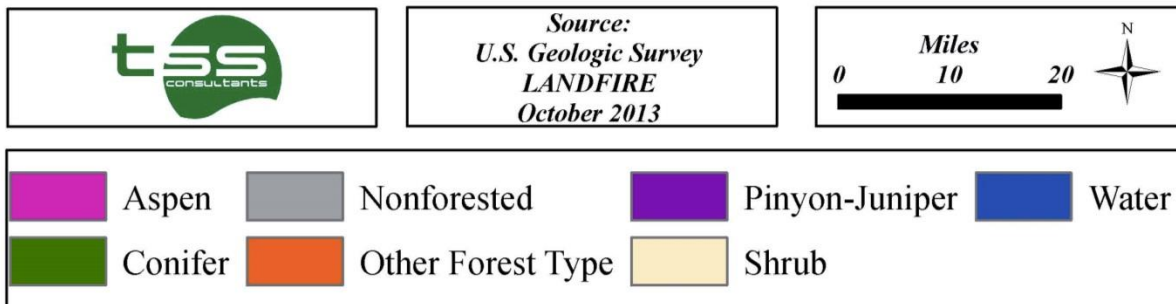
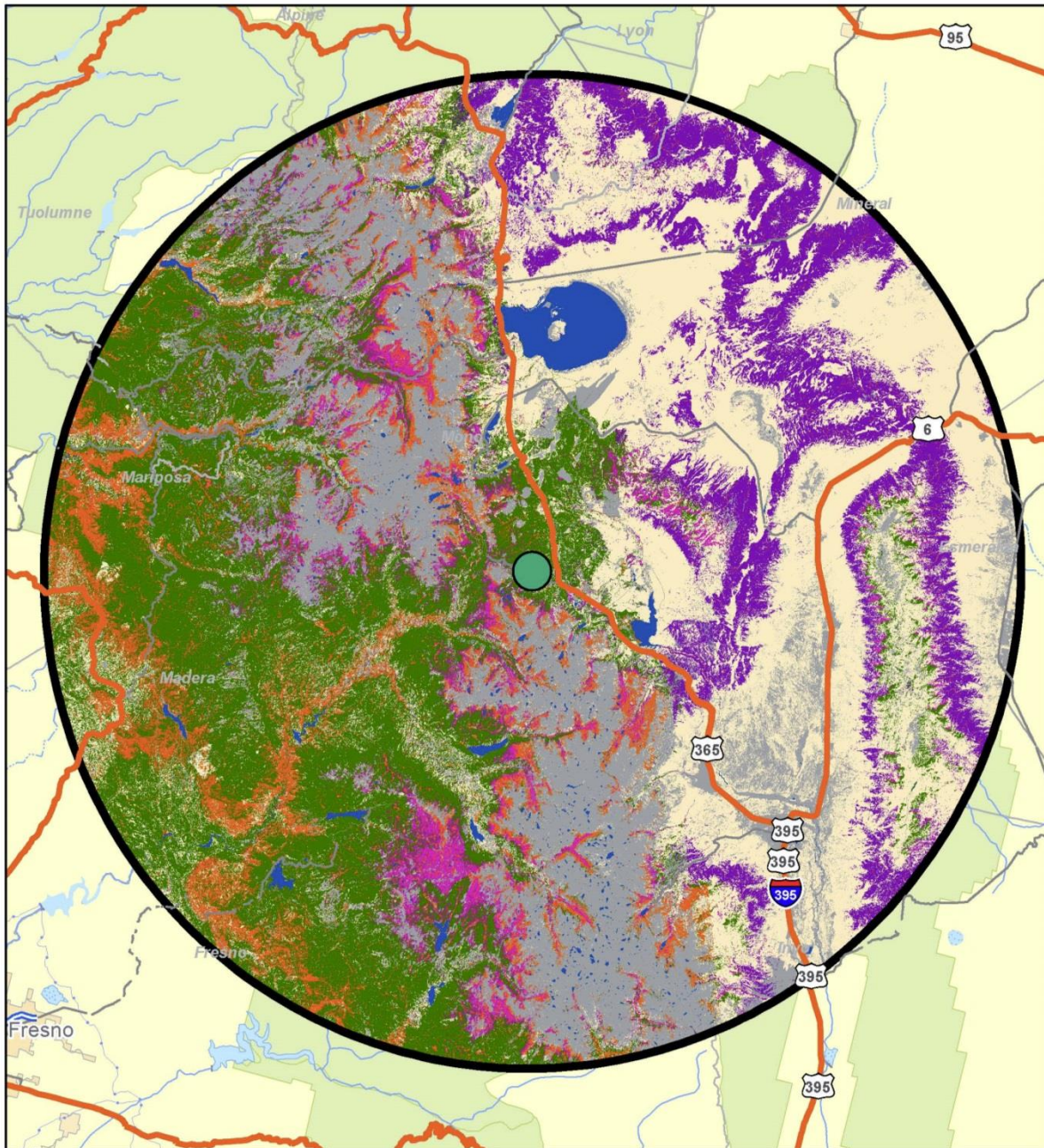


Figure 3. Vegetation Cover within the FSA



Vegetation cover types significantly influence woody biomass availability. Depending on management objectives, certain cover types could generate significant volumes of woody biomass material for use as feedstocks for value-added utilization. Table 6 summarizes vegetation cover by category within the FSA.

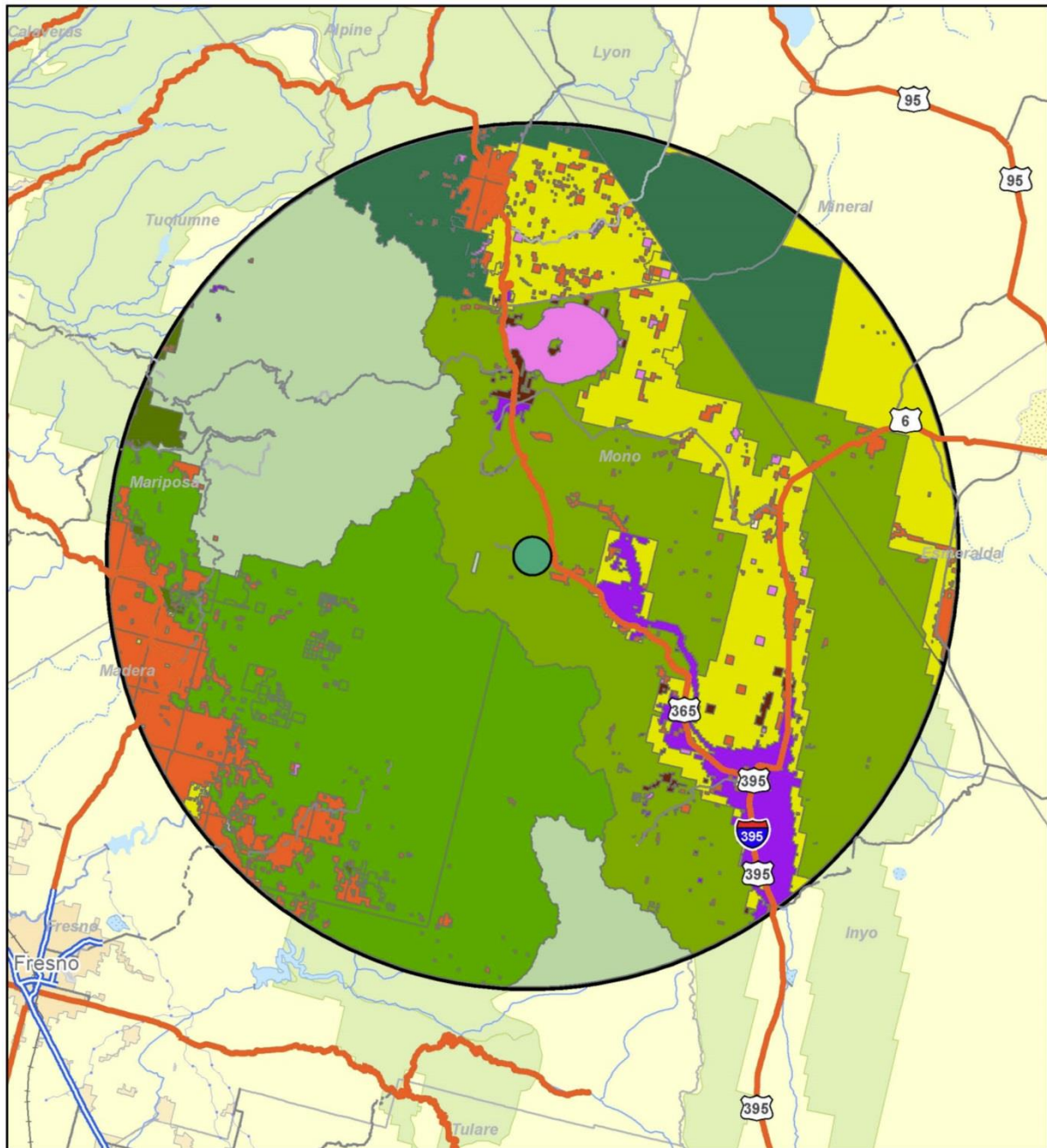
Table 6. Vegetation Cover Summary within the FSA

COVER CATEGORIES	ACRES	PERCENT OF TOTAL
Aspen	216,657	4.3%
Conifer	1,237,034	24.6%
Other Forest Type	415,924	8.4%
Pinyon Juniper	473,883	9.4%
Shrub	1,537,747	30.6%
Non-Forested	1,052,187	20.9%
Water	93,766	1.9%
TOTALS	5,027,198	100.0%

Land ownership influences vegetation management objectives and within the FSA, the USFS is the prevalent land manager with responsibility for approximately 57% of the landscape. Private land makes up about 7% and the Bureau of Land Management (BLM) makes up 14%. Federal land management agencies (USFS and BLM) together manage approximately 67% of the landscape. Federal jurisdiction and management objectives have a significant influence regarding woody biomass material availability within the FSA.













Figure 4 highlights the locations of the various ownerships and jurisdictions.

Figure 4. Land Ownership/Jurisdiction within the FSA



Source:
U.S. Geologic Survey
LANDFIRE



	Bureau of Land Management		Local Government		Sierra National Forest
	City of Los Angeles		National Park Service		Stanislaus National Forest
	Humboldt-Toiyabe National Forest		Other Federal		State of California
	Inyo National Forest		Private		Water

Due to transport logistics (e.g., topography, road systems) associated with the crest of the Sierra Nevada Range, much of the FSA is not economically accessible for the recovery and transport of woody biomass material. In addition, certain jurisdictions such as State Parks, National Parks and USFS wilderness areas will not be generating sustainable volumes of forest biomass material due to the fact that management objectives for these jurisdictions do not include active vegetation management.

Adjustments were made to the FSA base map (50-mile radius of Mammoth Lakes) to develop a Core Feedstock Study Area (Core FSA) map and database:

- Only include those counties that are within economic haul distance of Mammoth Lakes (Mono, Inyo, Mineral, Esmeralda); and
- Remove State Parks, National Parks and USFS wilderness areas.

TSS developed a Core FSA map and corresponding vegetation (Figure 5) and land ownership (Figure 6) data. Table 7 and

Conifer vegetation cover (6.8% or 182,610 acres) will likely provide the best opportunity for collection and processing of excess forest biomass material from timber harvest operations. Pinyon juniper cover (17.6% or 470,874 acres) could provide excess biomass but due to very limited road access, the opportunities to economically utilize this material are minimal (see Forest-Sourced Biomass section for more on this).

Table 8 summarize land ownership and jurisdiction within the Core FSA.

Figure 5. Core Feedstock Study Area Vegetation Cover

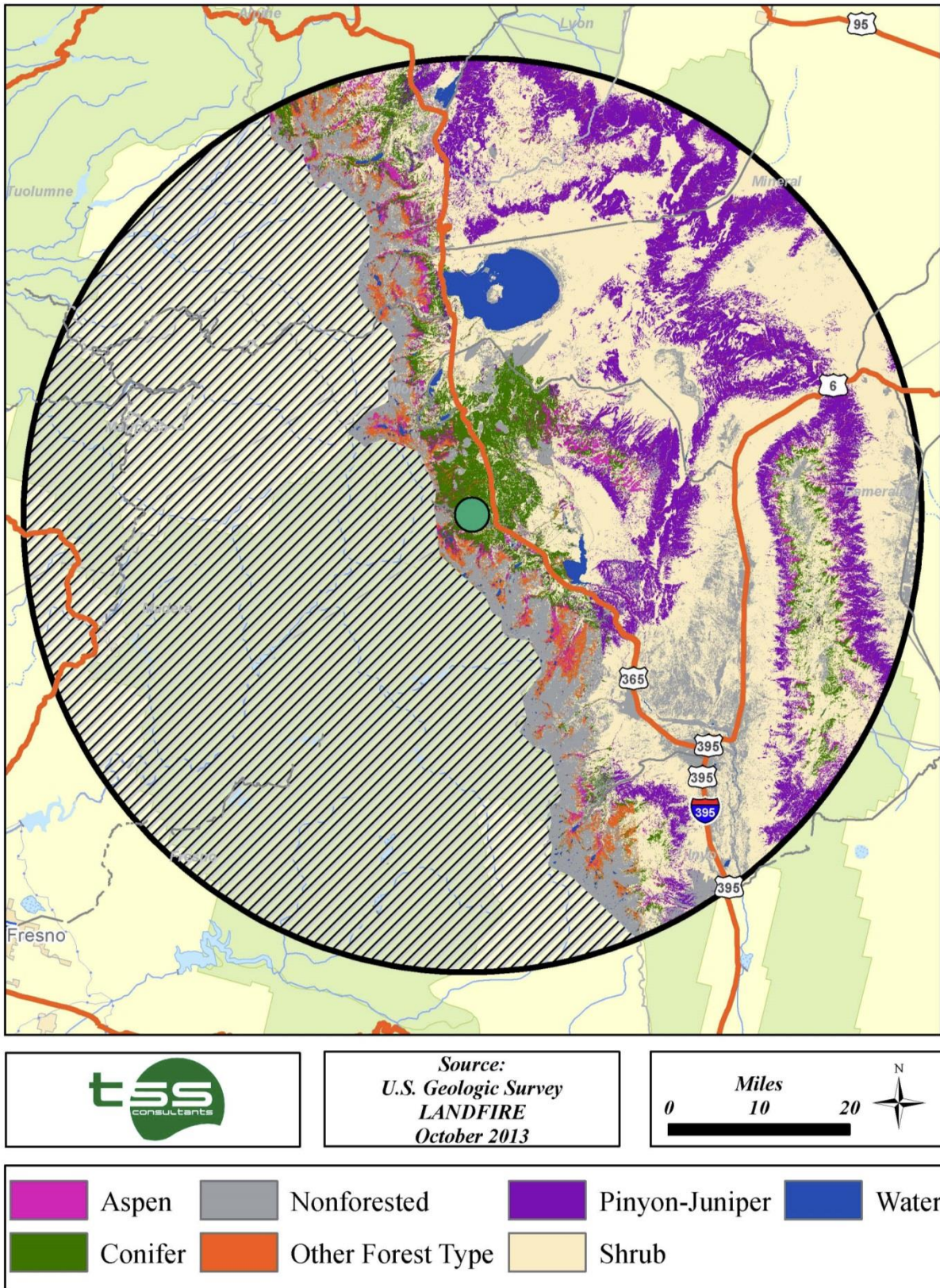
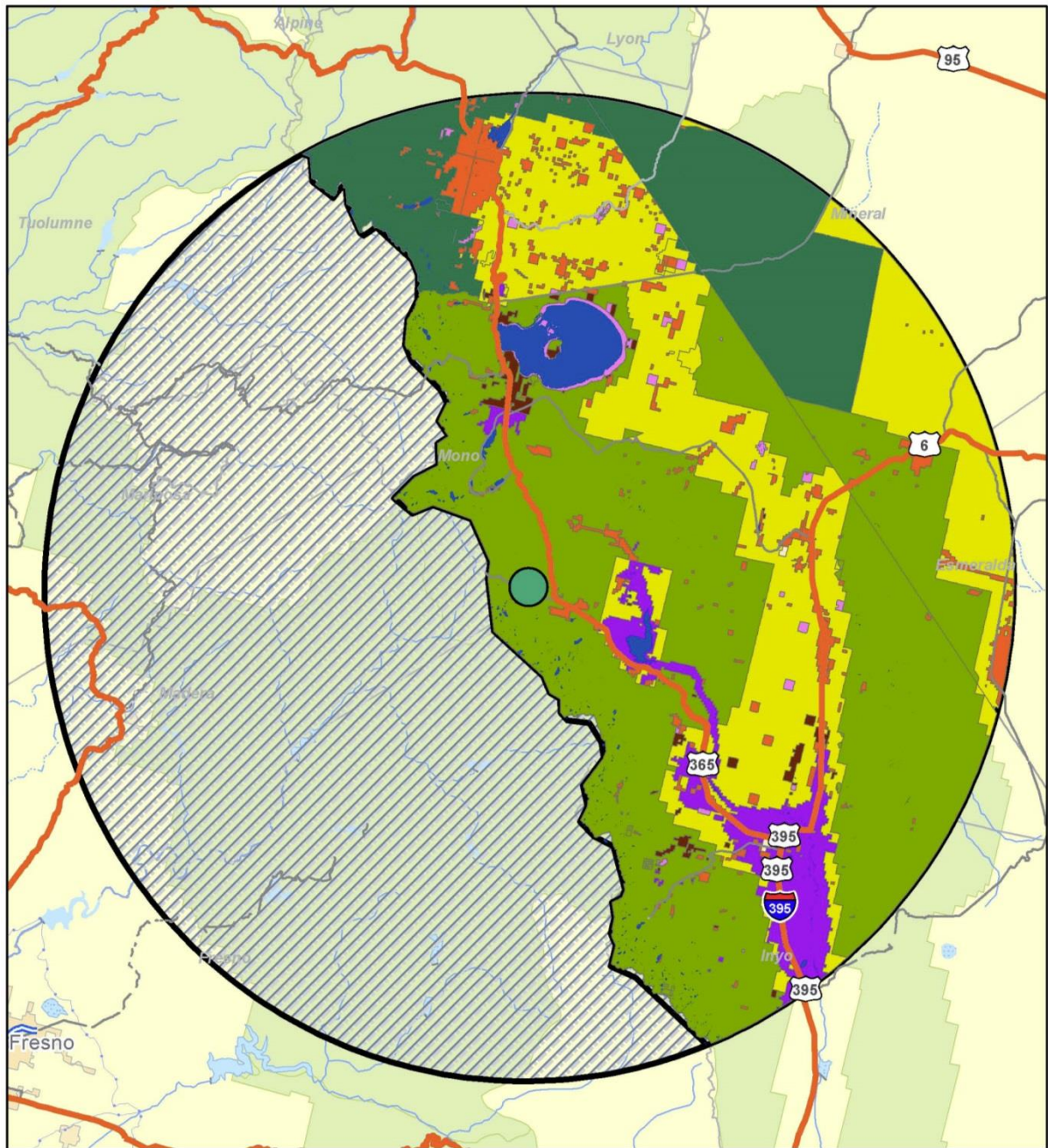
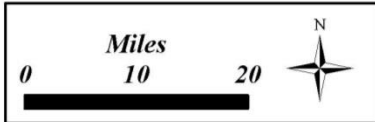


Figure 6. Core Feedstock Study Area Ownership Map



Source:
Bureau of Land Management
October 2013












 Bureau of Land Management	 Local Government	 Other Federal
 City of Los Angeles	 Private	 State of California
 Inyo National Forest	 Humboldt-Toiyabe National Forest	 Water

Table 7. Vegetation Cover Summary within the Core FSA

COVER CATEGORIES	ACRES	PERCENT OF TOTAL
Aspen	64,094	2.4%
Conifer	182,610	6.8%
Non-Forested	448,882	16.8%
Other Forest Type	78,784	2.9%
Pinyon Juniper	470,874	17.6%
Shrub	1,370,369	51.2%
Water	63,305	2.3%
TOTALS	2,678,918	100.0%

Conifer vegetation cover (6.8% or 182,610 acres) will likely provide the best opportunity for collection and processing of excess forest biomass material from timber harvest operations. Pinyon juniper cover (17.6% or 470,874 acres) could provide excess biomass but due to very limited road access, the opportunities to economically utilize this material are minimal (see Forest-Sourced Biomass section for more on this).

Table 8. Land Ownership/Jurisdiction Forest Vegetation Cover within the Core FSA

LAND OWNER/MANAGER	FORESTED ACRES	PERCENT OF TOTAL
BLM	84,677	10.6%
Humboldt-Toiyabe NF	201,286	25.3%
Inyo NF	462,895	58.1%
Other Public	13,677	1.7%
Private	33,826	4.3%
TOTALS	796,362	100.0%

Forest-Sourced Biomass

Timber Harvest Residuals

Timber harvest residuals can provide significant volumes of woody biomass material. Typically available as limbs, tops, and unmerchantable logs, these residuals are byproducts of commercial timber harvesting operations. As such, these residuals have no merchantable value but can be a relatively economic raw material feedstock supply for value-added woody biomass utilization. Once collected and processed using portable chippers or grinders, this material is an excellent biomass feedstock source for fuel or feedstock for compost/mulch.

Small, unmerchantable logs that do not meet sawlog or firewood specifications could also be recovered from timber harvest operations. In some cases the larger logs (e.g., 6" and larger diameter measured small end inside bark) command a higher market value, which could leave the smaller logs available (e.g., under 6" diameter) for value-added utilization. These smaller

logs could be diverted to value-added uses such as post/poles or as raw material feedstock for animal bedding, compost, or landscape cover.

Commercial timber harvest activity within the State of California is monitored by the State Board of Equalization (BOE). The BOE levies timber harvest taxes based on annual timber harvest levels. A review of the 2008 through 2012 timber harvest data was conducted to confirm historic timber harvest activities within the Core FSA. Table 9 provides the results.

Table 9. Timber Harvest Volume Produced within the Core FSA as Reported by the California Board of Equalization, 2008 to 2012

COUNTY	2008 (MBF/YR)³	2009 (MBF/YR)	2010 (MBF/YR)	2011 (MBF/YR)	2012 (MBF/YR)
Inyo	0	0	0	0	0
Mono	0	13	0	30	2,349
TOTALS	0	13	0	30	2,349

Results of the historic timber harvest figures confirm that commercial sawlog harvest levels over the last five years have only been conducted on public lands and have been minimal. Discussions with Inyo National Forest (NF) staff⁴ confirmed that there have been very few sawlog removals from the Inyo NF in recent years. The BOE reporting of 2,349 MBF in 2012 is as a result of a wind event timber salvage project known as the Red Devil Stewardship Project. Wind storms are an episodic event and do not represent an historic trend that can be used to forecast forest biomass availability.

The primary market driver influencing active timber management for any given region typically is demand for sawlogs. Interviews with timber sale purchasers⁵ active in the region (Inyo NF and Humboldt-Toiyabe NF) confirmed that sawlog markets are currently non-existent. Proximity to forest products manufacturing facilities is a major influence on sawlog pricing, and the closest sawmill to the Mammoth Lakes region is Sierra Forest Products at Terra Bella, California (300 road miles from Mammoth Lakes).

As noted in Table 3, the Inyo NF manages 58% of the forested vegetation within the Core FSA. Interviews with USFS and BLM staff^{6,7} confirmed that all of the timber sale and harvest activities within the Core FSA are concentrated on the Inyo NF. These interviews also confirmed that almost all of the logs removed were utilized for firewood (both commercial use and personal use firewood) rather than commercial sawlogs; further explaining the BOE sawlog harvest figures.

USFS staff provided historic data regarding total log harvest trends for the last five years on the Inyo NF. Table 10 summarizes data provided.

³ MBF = thousand board foot measure. One board foot is nominally 12” long by 12” wide and 1” thick.

⁴ Scott Kusumoto, Inyo NF, BLM Interagency Vegetation Management Team.

⁵ Greg Cook, owner, Greg Cook Forest Products. Dave Noble, owner, South Bay Timber.

⁶ Scott Kusumoto, Inyo NF, BLM Interagency Vegetation Management Team.

⁷ Dale Johnson, BLM, Supervisory Natural Resources Specialist.

Table 10. Inyo National Forest Timber Harvest Volume, 2008 to 2012

	2008 (CCF/YR)⁸	2009 (CCF/YR)	2010 (CCF/YR)	2011 (CCF/YR)	2012 (CCF/YR)	5 YEAR AVERAGE (CCF/YR)
Personal Use Firewood	3,488	4,602	4,749	5,147	2,518	4,100
Commercial Use Firewood	1,610	1,890	1,607	1,319	3,226	1,930
TOTALS	5,098	6,492	6,356	6,466	5,744	6,030

As shown in Table 10, the five-year average annual harvest volume is 6,030 CCF. It should be noted that harvest levels will fluctuate (as shown in Table 10) from year to year depending on a number of factors including:

- Timber management funding levels as set by Congress and allocated to each National Forest by USFS management team at the regional level;
- Local firewood market will fluctuate based on weather conditions and the price of propane; and
- General economic conditions in the region (e.g., if the economy is robust, the Mammoth Lakes region will witness more visitors, thus ramping up relative demand for firewood).

TSS's experience with forest biomass material collection and processing confirms that a recovery factor of 0.5 bone dry ton (BDT)⁹ per CCF of timber harvested is consistent with the harvest of mixed conifer and pine stands in the Core FSA. The 0.5 BDT per CCF assumes that some volume of down woody material is left on site to provide habitat for cavity nesting bird species. The current Land and Resource Management Plan (LRMP) recommends that one log per acre remain on site, along with an average of 1.2 snags (dead standing trees) per acre. Assuming 0.5 BDT/CCF, a gross potential volume of 3,015 BDT per year of timber harvest residuals (limbs, tops, small stems) could be available.

All forest management activities conducted on the Inyo NF yield logs used primarily for the production of commercial and personal use firewood. Small logs are occasionally utilized for value-added products such as posts, poles and lumber, but most of the logs harvested are processed into firewood. Discussions with a local commercial firewood contractor¹⁰ confirmed that current timber harvest procedures are to fall trees, de-limb the stems, and skid logs to a roadside landing for processing into firewood. All limbs are left in the woods with piling and burning as the primary disposal method.

In order to efficiently recover and utilize the timber harvest residuals (rather than pile and burn), the contractor would need to fall the trees and skid them (with limbs and tops attached) to the roadside landing. The trees would be de-limbed at the landing and a chipper or grinder could

⁸ CCF = hundred cubic feet.

⁹ BDT = two thousand pounds of dry wood waste material.

¹⁰ Greg Cook, Owner, Greg Cook Forest Products.

then efficiently and cost-effectively process the accumulated limbs, tops, and small stems into chips. As the residuals are processed, they are blown into a chip van for delivery to an end-use facility (e.g., bioenergy facility or compost operation). Interviews with timber harvest contractors operating in the Lake Tahoe region confirmed that this procedure is a cost effective approach (see Cost to Collect, Process, and Transport Biomass Material section of this report for more information on costs). In addition, bringing the trees to the landing will facilitate efficient roadside processing of firewood.

The Inyo NF also provides local residents with the opportunity to source logs for personal use firewood. The Inyo NF arranges to have trees felled and de-limbed so that the public can process firewood on site (in the forest). Like the commercial firewood operations, harvest residuals in the form of limbs and tops remain on site where the trees are felled, with pile and burning as the primary disposal method. In order for these residuals to be efficiently recovered, the trees would need to be felled and skidded with limbs attached to a roadside landing where the stems could be de-limbed and the residuals processed into chips (very similar to the biomass sourcing method for commercial firewood operations described above).

The Inyo NF is currently in the process of updating its LRMP. Per the request of the Biomass Team, TSS provided comments (see Appendix A) on the LRMP revision.

Inyo NF staff¹¹ confirmed that not all topography or road systems will accommodate biomass collection, processing and transport operations. For the purposes of this feedstock forecast, it is assumed that 95% of the timber harvest operations within the Core FSA are located on topography and road systems that will support biomass recovery. Using this assumption then, approximately 2,864 BDT per year are projected to be practically available as timber harvest residuals from forested acres within the Core FSA.

In addition to the Inyo NF, the Humboldt-Toiyabe NF also has an active timber sale program. Discussions with Humboldt-Toiyabe staff¹² confirmed that the forest is conducting timber sales that yield primarily logs for commercial firewood operations. In addition, the forest is conducting sage grouse habitat restoration treatments in pinyon-juniper vegetation cover areas. Some removal of pinyon-juniper trees is being carried out in overly dense stands with most of the material being felled and left on site. In addition, some hazardous fuels treatments are being conducted in the pinyon-juniper¹³ vegetation cover areas. Most of the pinyon-juniper treatment areas are located on acreage with very limited road access and sensitive soils, so recovery of biomass material is not considered practical.

Discussions with a timber sale purchaser¹⁴ that has operated on the Humboldt-Toiyabe NF confirmed that projects on this forest are located too far from Mammoth Lakes to be considered economical. He also confirmed that sawlogs and firewood logs removed on the forest are typically transported north to markets in the Reno/Sparks region (firewood logs) and farther north into Oregon (sawlogs) using backhauls (empty lumber trucks returning to Oregon).

¹¹ Scott Kusumoto, Inyo NF, BLM Interagency Vegetation Management Team.

¹² Mandy Brinnard, Forest Silviculturist, Humboldt-Toiyabe NF.

¹³ Discussions with Annamaria Echeverria, District Fuels Specialist, Bridgeport RD.

¹⁴ Dave Noble, Owner, South Bay Timber.

Discussions with the Nevada Division of Forestry (NDF) staff¹⁵ confirmed that NDF has an active forest fuels reduction program in the Lake Tahoe, Reno and Carson City areas. NDF is managing forest fuels reduction projects using a chipper, a Kohler yarder (steep terrain log transport system) and five roll-off bins. Currently chips produced are being transported using the roll-off bins and are utilized for landscape cover, compost, and erosion control. All logs removed are currently being processed into firewood. None of the NDF projects are located within economical haul distance of Mammoth Lakes.

Fuels Treatment/Forest Restoration

The Mammoth Lakes region is home to several communities with residential neighborhoods situated within the wildland urban interface (WUI). Due to high fire danger conditions within the WUI, there are concerted efforts across all forest ownerships (public and private) to proactively reduce hazardous forest fuels in support of wildfire defensible communities. Both Inyo County and Mono County have Community Wildfire Protection Plans (CWPP) (completed in April and May, 2009)¹⁶ that provide recommendations regarding strategic hazardous fuels reduction activities that could mitigate wildfire behavior.

There are eight Fire Safe Councils and six Fire Protection Districts (FPD) active in Mono and Inyo counties.¹⁷ Several of these entities have received grant funding to facilitate removal of hazardous fuels (typically brush and small tree removal) within the WUI. For example, the Mammoth Lakes Fire Protection District is managing a WUI fuels management program (funding provided by the USFS)¹⁸ that provides 75% cost share (private landowners must provide 25% match) towards the cost of fuels reduction near homes. All material is chipped with most of the chips being utilized at the Mammoth Mountain Resort for landscape cover and erosion control. Fire District staff¹⁹ estimate that approximately 100 cubic yards (about 15 BDT equivalents) are generated annually.

The June Lake Fire Protection District FPD has recently received a grant similar to the Mammoth Lakes FPD. Discussions with the June Lake FPD fuels coordinator²⁰ indicated that the June Lake Privatlands Fuels Reduction project will facilitate fuels treatment activities across 374 acres of private lands in the June Lake WUI. The project has a five-year implementation plan commencing in May 2013. The June Lake FPD is using the Mammoth Lakes FPD fuels treatment protocols and prescriptions, and is currently conducting an environmental review consistent with CEQA. Many of the treatment prescriptions call for the removal of brush and the pruning of trees (to reduce ladder fuels). Very few trees are targeted for removal (only two trees selected for removal in the first 60 acres inspected). Homeowners will be hiring fuels treatment contractors directly and will decide the ultimate destination for the biomass material removed. Much of the material removed will be used for firewood or may be transported to the local landfill located about 10 miles from June Lake (Mono County Landfill at Pumice Valley and homeowners pay no tip fee). Due to the preponderance of brush and limbs being generated and

¹⁵ Eric Roussel, Forester, Nevada Division of Forestry.

¹⁶ Inyo County CWPP, April 2009, Mono County CWPP, May 2009. Anchor Point Group, Boulder, Colorado.

¹⁷ Discussions with Brent Harper, Chief, Mammoth Lakes Fire Protection District.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ Paul McCahon, Fuels Coordinator, June Lakes Fire Protection District.

the small residential parcel size, it will not be economical to collect, process, and transport biomass material to Mammoth Lakes.

The Inyo NF implements fuels treatment activities in concert with timber sales and personal use firewood removal. In addition, the forest utilizes broadcast burning techniques to conduct landscape level fuels treatment and re-introduce fire as an ecological tool.

The Paiute Tribe maintains a tribal enterprise that employs tribal members in fuels treatment and forest restoration projects on the Reservation and on federally managed lands. In past years, the Tribe has worked with the Bureau of Indian Affairs and the USFS to complete fuels treatment projects, sometimes using stewardship contracts. Discussions with tribal staff²¹ confirm a strong interest for the tribal enterprise to collect, process, and transport forest biomass to a biomass utilization facility in Mammoth Lakes. At this time, there are no projects under contract, but the Tribe is applying for grant funding to support ongoing fuels treatment in the greater Bishop/Mammoth Lakes area.

Due to ongoing plans (Mono County and Inyo County CWPPs) to conduct fuels treatment projects in the WUI, it is assumed that some volume of forest biomass residuals generated as a byproduct will be sustainably available as feedstock on an annual basis. For the purpose of this biomass feedstock availability analysis, TSS finds that approximately 300 BDT per year of forest biomass material are practically available as a byproduct of fuels treatment projects in the WUI.

Forest Products Manufacturing Residuals

Forest products manufacturing residuals in the form of sawdust, bark, and chips represent a traditionally cost effective source of quality feedstock. Currently there are very few commercial forest products manufacturing operations in Mono County or Inyo County. The only facilities in the region that appear to be in consistent operation are a small sawmill and post/pole operation managed by GC Forest Products.

Interviews with the owner of GC Forest Products confirmed that approximately 90 to 100 cubic yards (about 15 BDT) of manufacturing residuals (primarily sawdust, bark, slabs, post/pole peelings) are generated weekly between May and October. Some of this material is sold as landscape cover and some is transported to the Benton Crossing landfill for disposal. For the purpose of this biomass feedstock availability analysis, TSS finds that approximately 360 BDT per year of forest manufacturing residuals are practically available.

Urban-Sourced Biomass

Tree service companies, local residents, and businesses in the Mammoth Lakes area regularly generate wood waste in the form of tree trimmings, construction wood, and woody debris from demolition projects. Much of this wood waste is currently deposited at the Benton Crossing Landfill, which is managed by the Mono County Solid Waste Division. Discussions with Solid Waste Division staff²² indicated that the landfill receives significant volumes of wood waste. In addition to Benton Crossing, the department manages six other transfer stations and landfills.

²¹ Brian Adkins, Director, Environmental Management Office, Paiute Tribe.

²² Tony Dublino, Supervisor, Solid Waste Department, Mono County.

Only Benton Crossing is considered to be located tributary (12-mile haul distance) to Mammoth Lakes. Table 11 provides historic data regarding quarterly deliveries of wood waste material into the Benton Crossing landfill.

Table 11. Wood Waste Receipts for Benton Crossing Landfill

WASTE TYPE	Q3 2011 (BDT)	Q4 2011 (BDT)	Q1 2012 (BDT)	Q2 2012 (BDT)	Q3 2012 (BDT)	Q4 2012 (BDT)	Q1 2013 (BDT)	Q2 2013 (BDT)	AVERAGE (BDT/YR)
Construction + Demolition Wood	2,129	1,910	578	1,778	2,007	1,082	701	1,312	5,748
Alternative Wood Sources	441	250	33	206	364	143	29	194	830
TOTALS	2,570	2,159	611	1,985	2,371	1,225	731	1,506	6,578

Benton Crossing Landfill monitors incoming waste material through the use of a gatekeeper that inspects deliveries and records material received at the landfill. Woody material is separated into two streams: organics (items that do not require processing such as sawdust, pine needles, and grass clippings) and clean wood waste (items including tree trimmings, logs, dimensional lumber, shrubs, twigs, plywood, composite panels, and painted wood).

Another source of wood waste is dimensional lumber and other clean wood that is delivered to the landfill as part of construction and demolition (C+D) waste. This wood waste would require separation from the existing C+D waste stream if used as feedstock.

The landfill is currently utilizing a grinder to process sorted C+D and wood into wood chips for use as alternative daily cover (ADC), landscape cover, and compost. Landfills traditionally utilize ADC as top cover material that is applied daily over the active landfill cell. ADC is helpful to control odor, fugitive dust emissions, and vermin. Solid Waste Division staff²³ confirmed that other waste material could be utilized as ADC if there were a value-added market (e.g., biomass fuel) for the C+D and wood waste material. Approximately 90% of the wood chips produced is used as ADC, with the balance (10%) used as landscape cover/compost material and made available to the public. A number of biomass power generation facilities utilize urban wood waste as fuel due to the fact that it is relatively dry (25% moisture content), is available year round, and is typically very cost effective (tip fees charged by the landfill pay for sorting and processing).

Not all of the C+D and wood waste material is recoverable for use as biomass fuel. Incompatible constituents such as wall board, paint, composite panels, resins, and metal debris (nails/hinges) will render some of the wood waste unusable as feedstock material. TSS experience and discussions with Solid Waste Division staff²⁴ confirm that only about 30% of the C+D material is considered recoverable, with about 70% of the general wood waste category being recoverable. Using these recovery factors, approximately 2,305 BDT of the C+D and wood waste is considered practically available per year. Subtracting the sawmill residuals at 360 BDT per year (to eliminate double counting) equates to 1,945 BDT/year.

²³ Ibid.

²⁴ Ibid.

The Benton Crossing Landfill is scheduled for closure by 2023. Solid Waste Division staff²⁵ confirmed that various sites (also tributary to Mammoth Lakes) are currently being considered for future waste processing services (including wood waste processing) to serve the region.

Agricultural Byproducts

As noted in the vegetation cover analysis, there is no landscape acreage dedicated to commercial agricultural operations. No agricultural byproducts are available for use as feedstock within the Core FSA.

Biomass Feedstock Competition Analysis

Current Competition

There are very limited existing markets for forest biomass, sawmill residuals, and urban wood waste material generated within the Core FSA. Currently, some sawmill residuals are sold to local residents for use as landscape cover or soil amendment. The fuels treatment biomass residuals are occasionally utilized at Mammoth Mountain Resort for landscape cover and erosion control.

For the purposes of this analysis, TSS assumes that approximately five truckloads (75 BDT) of sawmill residuals and five truckloads (75 BDT) of fuels treatment residuals are utilized annually as soil amendment or landscape cover.

Potential Competition

TSS is not aware of any new forest biomass processing or utilization facilities planned for locations within the Core FSA. Discussions with NDF indicated some interest in the use of forest biomass for the Fuels for Schools program, but there are no planned projects that are tributary to the Core FSA. For the purposes of this analysis, TSS assumes that there are currently no new facilities planned that might utilize woody biomass material sourced from the Core FSA.

Biomass Feedstock Availability – Current Forecast

Summarized in Table 12 are the results of biomass feedstock material recovery analysis from forest activities and urban wood waste within the Core FSA.

Table 12. Biomass Feedstock Material Practically Available by Source, 2013

BIOMASS MATERIAL SOURCE	AVAILABILITY (BDT/YR)
Timber Harvest Residuals	2,864
Fuels Treatment Activity Residuals	225
Forest Products Manufacturing Residuals	285
Urban Wood Waste	1,945
TOTAL	5,319

²⁵ Ibid.

Costs to Collect, Process, and Transport Biomass Material

Commercial contractors equipped to collect, process, and transport forest biomass material do not currently exist within the Core FSA. TSS relied on discussions with forest biomass contractors operating in the Lake Tahoe region in addition to TSS's past experience to analyze these costs. Table 13 provides results of the cost analysis.

Table 13. Biomass Feedstock Material Delivery Costs to Mammoth Lakes

BIOMASS MATERIAL SOURCE	LOW RANGE (\$/BDT)	HIGH RANGE (\$/BDT)
Timber Harvest Residuals	\$45	\$60
Fuels Treatment Activity Residuals	\$25	\$30
Forest Products Manufacturing Residuals	\$20	\$25
Urban Wood Waste	\$25	\$30

Assumptions used to calculate the range of costs:

- No service fees or cost share arrangement available from public agencies for timber harvest residuals;
- Some service fees or cost share (covers about 50% of collection, processing and transport costs) available from public agencies for fuel treatment activities;
- One-way transport averages 30 miles for forest biomass material;
- Forest biomass is collected and processed (chipped) into truck for \$30 to \$33/BDT;
- Haul costs are \$100/hour for walking floor chip truck trailer;
- Urban wood chips are available from the Benton Crossing Landfill for loading costs²⁶ estimated at \$5/GT or \$7/BDT (at 25% moisture content);
- Urban wood chips average 17 BDT/load; and
- Forest biomass chips average 15 BDT/load.

Biomass Feedstock Supply Risks and Future Sources

Feedstock Supply Competition Risk Mitigation

There is currently very little demand for biomass chips within the Core FSA. Over time more demand may ramp up as the regional economy improves and the need for biomass chips for erosion control, landscape cover, or soil amendment improves.

The primary mitigation measure to minimize the impact of potential or current biomass supply competition is to concentrate feedstock procurement efforts in the development of suppliers located close-in and tributary to the biomass utilization facility. A project will have significant transport cost advantages when sourcing biomass feedstock as near as possible to its location. Development of urban wood feedstock material at the Benton Crossing Landfill (located 12 miles from Mammoth Lakes) will be critical to development of a local, year-round feedstock source.

²⁶ Per discussions with Tony Dublino, Supervisor, Solid Waste Department, Mono County.

Time of Year Availability

Discussions with local foresters indicate that the typical season for field operations is May through October. A variety of factors impact this, including snow depth and wet soil conditions (e.g., concerns regarding potential negative impacts to soil resources). Processed forest biomass (chips) used as feedstock may need to be stockpiled for winter delivery to a bioenergy project in Mammoth Lakes. Discussions with Solid Waste Department staff indicated potential availability of storage space at the Benton Crossing Landfill. This could be a key opportunity to provide winter storage for timber harvest and forest fuels treatment residuals.

Urban wood waste is typically generated year round with some seasonal fluctuation (downturn) during the winter (January through March) as shown in Table 11.

Transport Cost

The cost of transporting biomass feedstock represents the single most significant expense when procuring biomass. Variables such as diesel fuel cost (currently at \$4.25/gallon),²⁷ workers compensation expense, and maintaining a workforce (locating qualified drivers) are all factors that significantly impact the cost to transport commodities such as biomass feedstock. Interviews with commercial transport companies indicate the current cost to transport a bulk commodity such as biomass feedstock is \$2.00 to \$2.20 per running mile, or \$85 to \$100 per hour. The \$100 per hour rate addresses the cost of owning and operating self-unloading trailers which will be required to deliver feedstock to a site in Mammoth Lakes.

At this time, diesel fuel costs are the most significant variable impacting transport costs. Diesel fuel price escalation has had a major impact on biomass feedstock prices throughout the U.S. in recent years. Based on TSS's experience, the average forest-sourced biomass feedstock requires approximately 1.75 to 2 gallons of diesel to produce and transport a green ton of forest-sourced feedstock with an average round-trip haul distance of 60 to 90 miles. Therefore, a \$1.00/gallon increase in diesel fuel equates to a \$1.75 to \$2.00 per green ton increase in the cost to produce and transport forest-sourced biomass feedstock. Assuming that forest-sourced feedstock has a moisture content of 50%, the \$1.00/gallon increase in diesel fuel pricing equates to a \$3.50 to \$4.00 per BDT cost increase. Any significant increase in the price of diesel fuel presents a risk to the overall economics of producing forest-sourced biomass. Diesel fuel pricing volatility is primarily driven by the cost of crude oil. Figure 7 shows the volatility of diesel prices during the January 2007 through mid-September 2013 period.²⁸

²⁷ California Diesel Prices; <http://www.eia.gov/petroleum/gasdiesel/>

²⁸ Ibid.

Figure 7. California On-Highway Diesel Prices, 2007 to 2013

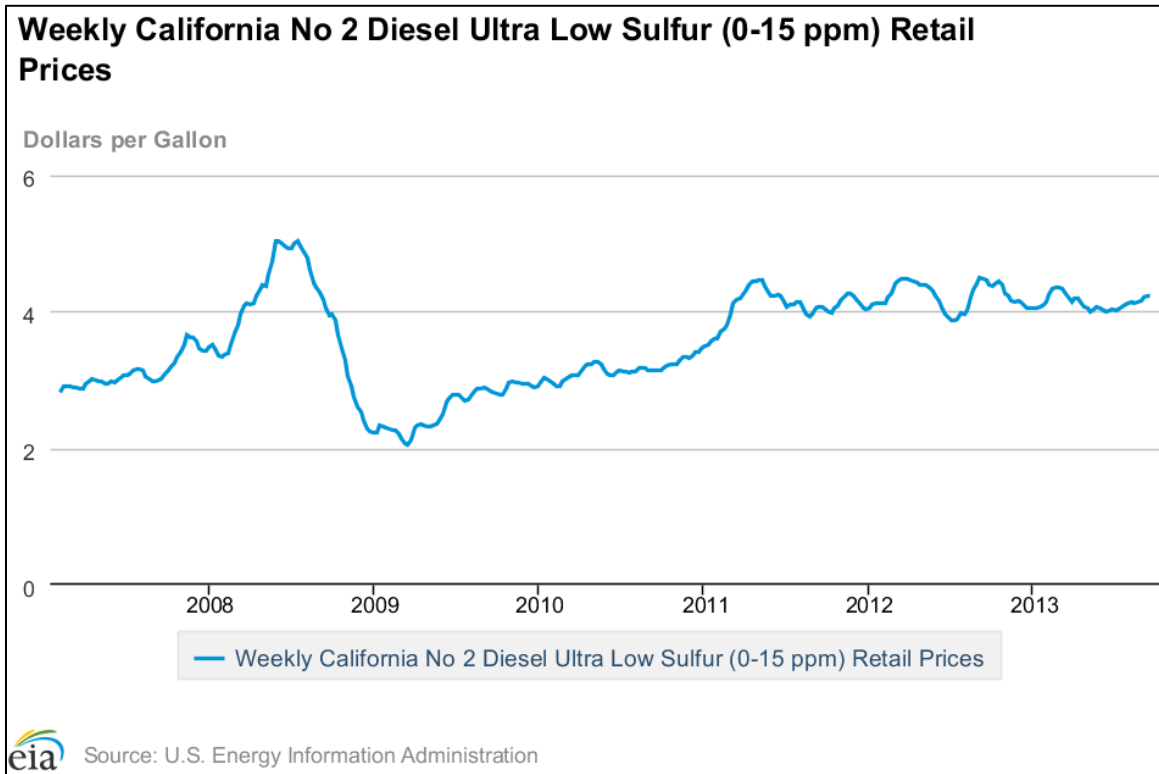


Figure 7 shows a seven-year trend of increasing prices with short-term volatility. Fluctuations in diesel prices have the potential to be the single most significant factor impacting delivered feedstock prices.

Housing and Construction

Improvements in the housing and construction sectors will result in an increase in volumes of urban wood from construction and demolition projects. Discussions with Solid Waste Department staff²⁹ confirmed that as local residential and industrial construction projects ramp up due to improved regional economic conditions, there will be a concomitant increase in C+D and wood waste deliveries to the Benton Crossing Landfill.

State and Federal Policies

Public policy can be a source of risk or can provide opportunity. An example of a potential risk includes possible changes in land management policies and regulations that could reduce fuel treatment and forest restoration activities on both private and public lands. However, public policy can also provide opportunity, as is the case with state Senate Bill 32 (SB 32) and state Senate Bill 1122 (SB 1122). These bills significantly improved the power sales opportunities for community-scale renewable energy projects strategically located within Investor Owned Utility service territories (Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric).

²⁹ Ibid.

Potential Value-Added Market Opportunities for Biomass Feedstock

Due to the relatively low volume of biomass feedstock found to be available within the Core FSA, there are limited opportunities to install commercial-scale value-added processing (e.g., soil amendment, compost, animal bedding, post/pole). In addition, due to the relatively low population in the region (Mono County population³⁰ is 14,350), there are very limited opportunities to grow the value-added markets locally. Current forest products manufacturing, post and pole, and firewood operations are meeting local demand.

Fuel Pellets as Biomass Feedstock

Some thermal energy facilities utilize wood fuel pellets as feedstock. There are several advantages when using pellets, including consistency of feedstock sizing, moisture content, and heating value. Due to consistent sizing, this feedstock has very good material handling and storage characteristics. The primary downside to fuel pellets is the delivered cost. The closest fuel pellet manufacturing facility is located in John Day, Oregon. Delivered cost is around \$200/BDT.³¹ This price is quite prohibitive and not financially attractive when considering the delivered cost of more locally sourced biomass feedstocks (see next section). Sourcing fuel pellets from John Day would be counter to the project objectives of sourcing locally available feedstocks.

Five-Year Biomass Feedstock Pricing Forecast

A thermal energy facility sited at the Mammoth Mountain garage will likely utilize a combination of biomass feedstocks to supply the 250 to 400 BDT per year annual feedstock usage. TSS recommends a diverse blend of feedstocks be considered for this facility. The recommended feedstock blend meets the Biomass Team’s objectives of diverting forest biomass away from current pile and burn disposal techniques while utilizing a blend of underutilized biomass material, as summarized in Table 14.

Table 14. Biomass Feedstock Material Blend for a Thermal Energy Facility

BIOMASS MATERIAL SOURCE	DELIVERED COST (\$/BDT)	PERCENT OF TOTAL	TOTAL VOLUME (BDT/YR)
Timber Harvest Residuals	\$45	40%	120
Fuels Treatment Activity Residuals	\$25	5%	15
Forest Products Manufacturing Residuals	\$25	10%	30
Urban Wood Waste	\$26	45%	135
TOTALS		100%	300

Table 15 provides a five-year biomass feedstock pricing forecast for a thermal energy facility that utilizes 300 BDT of biomass feedstock sourced from the Mammoth Lakes Core FSA. The base price of \$33.45 per BDT is calculated using the optimized feedstock blend and delivered prices shown in Table 14.

³⁰ US Census Bureau data (<http://quickfacts.census.gov/qfd/states/06/06051.html>).

³¹ Discussions with John Rowell, pellet sales manager, Malhuer Lumber Company.

Table 15. Five-Year Feedstock Pricing Forecast, 2013 to 2017

	2013	2014	2015	2016	2017
Feedstock Price Delivered to the City of Mammoth Lakes	\$33.45	\$33.95	\$34.46	\$34.98	\$35.50

The feedstock price forecast presented in Table 15 is based on the following assumptions:

- Feedstock supply chain is fully developed with feedstock available from forest-based operations fuels treatment activities and the Benton Crossing Landfill;
- Diesel fuel prices remain near \$4.25/gallon through 2013, then escalate slightly;
- Labor rates remain stable through 2013, then escalate slightly; and
- Biomass feedstock prices escalate at 1.5% annual rate due to increased diesel fuel and labor costs from 2014 through 2017.

Findings

The biomass feedstock availability and cost analysis indicates that there is not sufficient biomass sustainably available for a CHP or electricity-only bioenergy facility. A 0.5 MW bioenergy facility would require a minimum of 4,000 BDT annually. While 5,319 BDT per year are projected to be available, most financial institutions require a feedstock supply ratio of 2:1, indicating twice as much biomass availability as demanded by a facility. Due to the feedstock constraints, TSS recommends that the Biomass Team focus on thermal applications in the Mammoth Lakes region to promote the sustainable utilization of wood waste.

TSS acknowledges that for short time periods, additional feedstock will be available due to wildfires, high winds, and infestations such as beetle kill; however, TSS does not consider these sources to be sustainable over the 20-year life of a bioenergy facility.

ECONOMIC AND FINANCIAL FEASIBILITY ANALYSIS

A complete project budget includes anticipated costs associated with every aspect of the project. The largest components of the budget are operations and maintenance costs and upfront costs such as equipment capital and installation. For this analysis, TSS has utilized published information from the Fuels for Schools and Beyond Program,³² a USFS initiative to facilitate the removal of hazardous fuels from local forests and promote the use of woody biomass as a renewable natural resource and as an energy source for heating systems in public and private buildings. This analysis reviews data and experience gained from 13 demonstration projects in Oregon, Montana, Alaska, Idaho, and Nevada.

Upfront Costs

Upfront costs include all of the costs associated with the development of the project that are not associated with recurring operations and maintenance. This includes capital cost of equipment, design and engineering, infrastructure upgrades, installation and integration, permitting, commissioning, and operator training. The average upfront costs for projects ranging from 1 MMBtu per hour to 4 MMBtu per hour are shown in Table 16. Projects that utilized performance contracts or pellets as their primary fuel source are excluded from Table 16. The average project costs are \$274,198 per MMBtu per hour.

Table 16. Total Project Costs

PROJECT LOCATION	BOILER SIZE (MMBtu/hr)	TOTAL PROJECT COST	AVERAGE PROJECT COST (\$/MMBtu/hr)
Thompson Falls, MT	1.6	\$455,000	\$284,375
Victor, MT	2.6	\$615,000	\$236,538
Philipsburg, MT	3.87	\$684,000	\$176,744
Darby, MT	3	\$970,000	\$323,333
Craig, AK	4	\$1,400,000	\$350,000
AVERAGE:			\$274,198

The total project cost information can be split into five major categories: 1) wood boiler system including feedstock storage and conveyance; 2) boiler building; 3) mechanical/electrical system within the boiler room; 4) mechanical integration; and 5) fees, permits and other non-capital costs. This breakdown is shown in Table 17. The total project statistics are shown in Table 18.

³² http://www.fuelsforschools.info/pdf/Final_Report_Biomass_Boiler_Market_Assessment.pdf

Table 17. Project Cost Breakdown

SIZE (MMBtu/hr)	THOMPSON FALLS		VICTOR		PHILIPSBURG		DARBY		CRAIG		AVERAGE	
	1.6	2.6	2.6	3.87	3	4	4	4	4	4	(\$/MMBtu/hr)	(%)
Wood Boiler System	\$136,000	\$240,000	39%	\$264,000	39%	\$319,000	27%	\$261,000	39%	\$319,000	\$82,455	31%
Building	\$170,000	\$200,000	33%	\$172,000	25%	\$240,000	15%	\$150,000	25%	\$240,000	\$67,524	26%
Mechanical/Electrical	\$100,000	\$134,000	22%	\$100,000	15%	\$200,000	10%	\$100,000	15%	\$200,000	\$44,642	17%
Mechanical Integration	\$15,000	\$5,000	1%	\$100,000	15%	\$586,000	33%	\$324,000	15%	\$586,000	\$58,328	19%
Fees, Permits, Etc.	\$34,000	\$36,000	6%	\$48,000	7%	\$55,000	14%	\$135,000	7%	\$55,000	\$21,250	8%
TOTALS	\$455,000	\$615,000	100%	\$684,000	100%	\$1,400,000	100%	\$970,000	100%	\$1,400,000	\$274,198	100%

Table 18. Project Cost Breakdown Statistical Findings

	MINIMUM (\$/MMBtu/hr)	AVERAGE (\$/MMBtu/hr)	MAXIMUM (\$/MMBtu/hr)
Wood Boiler System	\$68,217	\$82,455	\$92,308
Building	\$44,444	\$67,524	\$106,250
Mechanical/Electrical	\$25,840	\$44,642	\$62,500
Mechanical Integration	\$1,923	\$58,328	\$146,500
Fees, Permits, Etc.	\$12,403	\$21,250	\$45,000
TOTALS³³	\$176,744	\$274,198	\$350,000

³³ Note that the "Totals" row does not equal the sum of the cells above, but instead displays the minimum, average, and maximum statistics for total project costs.
Feasibility Study for a Biomass Facility and Expanded Forest Products in Mono County
 TSS Consultants

Maintenance

Wood biomass boilers require more maintenance than traditional fossil-fuel fired boilers. It is important to understand the personnel requirements to better estimate operations and maintenance costs, and to confirm if existing staff can manage the additional workload.

Daily Inspections and Tasks

- Clean boiler room;
- Inspect fuel inventory and water chemicals;
- Be attentive to odd sounds, smells, or vibrations during operations;
- Dispose of ash;
- Note water pressure and temperature;
- Blow down steam boilers and compressors (steam system); and
- Note feedwater temperature (steam system).

Tasks specific to steam boilers are clearly indicated above. Daily maintenance is focused on maintaining a clean boiler room and a visual inspection of the equipment. Ash removal can be manual or automated depending on the operator's preference. Daily maintenance is expected to take between half an hour and one hour. Some technology vendors offer remote operations and monitoring to ensure that the system is operating properly. This type of monitoring helps to minimize the risk of onsite operator error and provides a check for visual inspections.

Note that weekly feedstock delivery should be expected depending on the size of the boiler and the size of feedstock storage. Feedstock delivery into an automated system should be expected to take approximately half an hour of supervision.

Annual Inspection and Tasks

- Thorough inspection of the equipment;
- Each time the boiler is open for an internal inspection, clean buildup on any surface, including the boiler and the heat exchangers;
- Align and tension belt drives;
- Check gearbox lubrication levels;
- Lubricate bearings;
- Inspect seals, refractory, and conveyors; and
- Replace gaskets.

Annual maintenance can be done in house by trained staff or can be contracted to local boiler service companies. Performance contracts usually include annual maintenance as part of the package. Parts for typical annual maintenance average approximately \$4,500 per year with TSS experience indicating ranges between \$1,000 and \$7,000 per year. Using a fully loaded rate of \$26 per hour, the personnel costs for maintenance are expected to be \$9,490 per year (for 1 hour per day) with a range of \$4,745 to \$14,235 per year (0.5 to 1.5 hours per day).

Market Feasibility: Avoided Fossil Fuel Costs

The market driver for biomass thermal energy is the cost of the alternative fuel. In the Mammoth Lakes area, propane is the primary fuel source for heating along with the occasional utilization of diesel fuel oil. To understand the potential annual savings from switching to biomass, the price of these fuel sources are illustrated in Table 19, which shows the energy source as a price per unit of energy delivered. This metric accounts for different system efficiencies. Boiler derating due to altitude does not affect the efficiency of the boiler but can affect the overall capital cost of a project because of the need to utilize larger boilers.

Table 19. Energy Cost Comparison

ENERGY SOURCE	UNIT PRICE	ENERGY CONTENT	CONVERSION EFFICIENCY	PRICE OF DELIVERED ENERGY
Electricity (SCE)	\$0.085/kWh	3,412 Btu/kWh	100%	\$24.91/MMBtu
Propane	\$3.50/gal	91,500 Btu/gal	80%	\$47.81/MMBtu
Propane	\$2.15/gal	91,500 Btu/gal	80%	\$29.37/MMBtu
Diesel Fuel Oil	\$3.38/gal	140,000 Btu/gal	80%	\$30.18/MMBtu
Wood Chips	\$45/BDT	8,500 Btu/lb	70%	\$2.65/MMBtu
Wood Chips	\$25/BDT	8,500 Btu/lb	70%	\$1.47/MMBtu

Table 19 indicates that fuel savings of a factor of 9.4 to 32.1 are possible by utilizing biomass energy. Therefore, a facility utilizing a 2 MMBtu per hour boiler at a 15% capacity factor could provide between \$58,500 per year and \$121,700 per year in fuel savings. The system payback therefore is dependent upon the current cost of fuel, the annual heat utilization (capacity factor), and the additional cost of a system.

The system payback can change drastically if the incremental capital cost is the entire system or just the marginal cost of the biomass boiler. The distinction here is based on whether a new fossil fuel boiler is expected to be purchased or if the investment in a biomass boiler represents a completely new investment. To be conservative, TSS will analyze the financial feasibility of a biomass boiler assuming that it is a completely new purchase that will increase the heating system's total redundancy.

Mammoth Mountain Ski Area: Garage

Using the factors described above, the TSS financial analysis model indicates the findings below (Table 20). Note these findings do not include the benefits from depreciation of the equipment and assumes that the money saved from avoided propane use is utilized elsewhere by Mammoth Mountain and is therefore not considered taxable income. The financial analysis is performed on a 2.0 MMBtu per hour facility with the expectation that the propane boilers would remain in place for use during high demand (peak use periods only). The analysis assumes that the project is financed without debt.

Table 20. Sensitivity Analysis for Mammoth Mountain Garage

	LOW SENSITIVITY	BASELINE SENSITIVITY	HIGH SENSITIVITY
Total Project Cost (\$)	\$353,488	\$548,396	\$700,000
Cost of Propane Displaced (\$/yr)	\$114,354	\$97,199	\$85,766
Price of Biomass (\$/BDT)	\$25	\$30	\$35
Additional O&M Personnel Costs (\$/yr)	\$4,745	\$9,490	\$14,235
Additional O&M Equipment Costs (\$/yr)	\$1,000	\$4,500	\$7,000
Average EBIDTA ³⁴ Cash Flow (\$/yr)	\$95,837	\$69,442	\$49,645
IRR	28.0%	12.8%	6.1%
Simple Payback Period (yr)	3.5	7.4	12.7

The findings in Table 20 show a best case (low sensitivity) and a worst case (high sensitivity) scenario, indicating that the payback is expected to be between 3.5 and 12.7 years, depending on project specific criteria. Most of these factors can be controlled through feedstock contracts and a competitive request for proposals (RFP) process (targeting equipment vendors). Through these processes, an institution will be able to generate an expectation for financial return before committing funds. No economic value was assigned to the potential greenhouse gas offsets due to the challenges of compliance and proof of offsets for this small-scale project.

Non-Profit Institutions

The previous analysis reviews the financial model for a private institution planning to self-finance. Based on the Site Selection Matrix, the majority of the alternative sites were non-profit organizations including schools and hospitals. This analysis is focused on a non-profit organization (without tax liability) and based on average propane data from the Mammoth School District and Mammoth Hospital. The analysis results in Table 21 are also for a 2 MMBtu per hour boiler system.

Table 21. Sensitivity Analysis for Non-Profit Institution Installation

	LOW SENSITIVITY	BASELINE SENSITIVITY	HIGH SENSITIVITY
Total Project Cost	\$353,488	\$548,396	\$700,000
Cost of Propane Displaced (\$/yr)	\$179,775	\$152,806	\$134,832
Price of Biomass	\$25/BDT	\$30/BDT	\$35/BDT
Additional O&M Personnel Costs	\$4,745/yr	\$9,490/yr	\$14,235/yr
Additional O&M Equipment Costs	\$1,000/yr	\$4,500/yr	\$7,000/yr
Average EBIDTA Cash Flow	\$161,258	\$125,050	\$98,710
IRR	46.6%	23.4%	14.3%
Simple Payback Period	2.1 yr	4.2 yr	6.7 yr

The findings in Table 21 show a best case (low sensitivity) and a worst case (high sensitivity) scenario, indicating that the payback is expected to be between 2.1 and 6.7 years, depending on

³⁴ Earnings Before Interest Taxation Depreciation and Amortization

project specific criteria. The difference between these analyses findings is primarily due to the difference in propane pricing with the Ski Resort having significantly lower propane costs.

No economic value was assigned to the potential greenhouse gas offsets due to the challenges of compliance and proof of offsets for this small-scale project.

Cash Flow Projections

Cash flow projections will vary monthly based on thermal demand. Understanding cash flow is particularly important when using debt to finance a project, as monthly payments traditionally do not change annually, while energy savings will be concentrated during the winter months. Table 23 shows a projected annual cash flow based on the heat demand at the Mammoth Mountain garage between 2011 and 2013. TSS utilized this data because it was readily available; however, TSS acknowledges that the operating schedule for the maintenance garage will be different than other potential biomass thermal applications (e.g., the Mammoth Unified School District). The cash flow analysis anticipates that 80% of the total heat demand will be supplied by the biomass boiler reserving the additional 20% heat load for the propane boiler during start-up, peaking, and in the summer for low heat demand applications. A two MMBtu per hour boiler with this demand would be operating at an 18% capacity factor.

Table 23 includes the following assumptions:

- The fossil fuel boiler is fired on propane with a 1.0% annual inflation rate;
- Energy content of propane is 91,500 Btu per gallon;
- Woodchip feedstock costs of \$33.45 with a 1.5% annual inflation rate (Table 15);
- Energy content of wood chips are 8,500 Btu per dry pound;
- Personnel time demand of 7 hours per week when operating the biomass boiler with a wage rate of \$20 per hour with a 30% burden;
- Maintenance costs are concentrated in the summer months when the biomass boiler is not operational; and
- Debt financing accounts for 75% of the capital cost of \$548,396 (Table 16) with a debt term of 10 years and an interest rate of 6%.

The EBITDA and net cash flow on an annual basis are shown in Table 22. Annually, the projected cash flow is expected to be positive, although the summer months' expenditures will exceed savings as the biomass boiler is not operating; however, maintenance and debt payment will still occur. Table 22 and Table 23 reflect the historical seasonal variation in heat demand.

Table 22. Annual Projected Cash Flow

		PROPANE PRICING	
		Low Range: \$2.15/gal	High Range: \$3.50/gal
EBITDA (\$/yr)	Year 1	\$94,617	\$167,484
	Year 2	\$77,521	\$138,452
	Year 3	\$76,388	\$136,472
	Average	\$82,842	\$147,469
Net Cash Flow (\$/yr)	Year 1	\$38,735	\$111,602
	Year 2	\$21,639	\$82,570
	Year 3	\$20,506	\$80,590
	Average	\$26,960	\$91,587

Incentive Programs

Incentive programs for biomass thermal development are limited due to the maturity of the industry, favorable payback periods when appropriately sited, and the relatively low capital cost compared to biomass electricity production. Alternative funding sources are largely targeted at low-income areas in the form of USDA Rural Business Enterprise Grants and Economic Adjustment Funding. Mammoth Lakes does not qualify as a low-income area.

The USFS Woody Biomass Utilization Grant (WBUG) program is available for design and engineering assistance for projects utilizing forest-sourced biomass. The WBUG program can fund up to \$250,000 of design and engineering work including civil, mechanical, and electrical engineering design. The WBUG program is an annual solicitation. Applications are typically due between February and April (depending on the date set by the USFS).

Renewable energy sources are eligible for a Modified Accelerated Cost Recovery System (MACRS) seven-year depreciation schedule, which can provide tax incentives for enterprises with a sufficient tax appetite to utilize this incentive. TSS did not incorporate MACRS tax credits in the financial analysis.

Employment and Job Creation

Biomass thermal applications will not create additional onsite employment. While there is additional work associated with operating a biomass boiler instead of a fossil fuel boiler, the time requirements do not necessitate additional labor and that work is expected to be performed by existing operations and maintenance staff.

Due to the relatively low feedstock demand, additional jobs within the forest are not expected to be generated from the addition of one biomass boiler. However, the additional demand for forest-sourced material will help support existing jobs. Additional boiler installations may ultimately generate more jobs in the forest-sector.

Personnel Requirements

A biomass boiler requires more staff oversight than a fossil fuel boiler because of the feedstock conveyance system. It is recommended that the principal operator of the biomass boiler have experience managing and operating fossil fuel boilers. The water or steam side of a biomass boiler is no different than that of a fossil fuel boiler. Properly managing the water or steam temperature and pressure, the chemical cleaning and softening agents, and top off water are all necessary for both a biomass boiler and a liquid-fueled boiler. An experienced boiler operator will be able to identify these operations and maintenance issues and can focus on learning the particulars that distinguish a biomass boiler from a traditional boiler. A biomass boiler operator does not need prior experience working with wood chips. However, experience and familiarity with mechanical systems like motors or heating, ventilation, and air conditioning (HVAC) systems are recommended.

In addition to the primary operator(s), personnel are recommended to help monitor the conveyance system and the feedstock delivery. It is recommended that these positions be filled by personnel who

have experience with mechanical systems. Experience handling wood products or experience operating a boiler is not required.

Experience shows that challenges in the biomass boiler operations are largely due to the feedstock conveyance system; the boiler itself is predictable and stable. It is important that there is one trained staff person available during all times of operation to be able to respond to any conveyance system impediments. Staff schedules will determine the number of personnel required to cover the typical operating hours for the unit.

Lastly, a protocol should be developed and staff personnel should be assigned the role of accepting and inspecting feedstock delivery to ensure feedstock quality. There are no prerequisites for this position.

Training Requirements

Operator training is one of the most crucial elements of implementing a successful biomass thermal energy project. Traditionally, facilities developing biomass boilers are switching from a fossil fuel boiler to a biomass boiler for both economic, environmental, and/or sustainability reasons. While there are many advantages to utilizing a biomass boiler, ease of operations can be challenging when compared to fossil fuel boilers. Fossil fuels are simple to deploy because they are easy to transport and convey. For the existing fossil fuel boilers, the fuel is delivered to the site and stored in tanks. The pressure differential developed by the boiler, when in operation, pulls the fuel through the in-feed system. Fossil fuel is efficiently combusted by specialized delivery systems optimized to ensure the proper air to fuel ratio to maximize energy production and minimize emissions.

A biomass boiler utilizes solid feedstock as fuel. Solid feedstocks are more challenging than fossil fuels because of their inability to conform to containers and their inability to easily alter physical geometry. Just as with fossil fuels, biomass boilers are more efficient with a uniform feedstock size because the in-feed system can be optimized for that particular geometry (e.g., chip size). An operator must know how to monitor the system to react to changes in feedstock sizing and quality (e.g., wood species, moisture content). Since fossil fuel boilers are always able to generate uniform in-feed characteristics, changing feedstock quality is not a challenge that boiler operators are accustomed to addressing. Additionally, the conveyance of solid feedstocks are mechanized and are therefore prone to more challenges than the passive in-feed system of a liquid fuel boiler that is driven by the unit's operational vacuum.

For each of these challenges, the common thread is feedstock size and quality. A detailed review of feedstock providers and their ability to consistently meet feedstock specifications is important to minimize the downtime from feedstock conveyance and maximize the combustion efficiency. However, the feedstock quality is not always within the control of the operator, and typical fuel contracts allow for tolerances with feedstock sizes and moisture content. It is therefore the operator's role to be able to manage and identify potential obstacles and proactively respond to minimize the impact of feedstock quality on the operation of the system.

For a new biomass boiler operator, the challenges facing the operations and maintenance staff are not particularly difficult, but it is important that operators are educated about the challenges before commencing operation of the unit. A proper training regime (e.g., technology vendor will provide

hands-on training) allows one-on-one time for each potential operator or maintenance staff member to ensure that they understand the system and the common challenges. The training regimen outlined in this section provides goals for each stage of the program. While a biomass boiler is not difficult to operate, it is important to understand the mechanics of the system to be able to properly react to any situation.

Findings

A biomass thermal facility in the Mammoth Lakes regions is economically viable based on current prices for propane. The most significant challenges facing the deployment of biomass thermal installations are uncertainty surrounding feedstock and capital equipment cost. The feedstock assessment indicates that there are sufficient feedstock sources in the area within the price ranges analyzed in this analysis. A competitive bid process for selecting the technology vendor will help ensure cost effective technology selection. While project financials are more attractive for non-profit institutions based on the findings in Table 21, the Mammoth Mountain garage case study also indicates that a biomass option may remain attractive for institutions that have advantageous propane prices.

TECHNOLOGY REVIEW AND SELECTION PROCESS

Technology Overview

There are several biomass thermal equipment providers that are active throughout the United States. Historically, biomass thermal providers are strategically located in areas with limited natural gas access and abundant forest resources. In recent years, biomass thermal technology providers have continued to expand throughout the U.S., particularly with the increased participation of European manufacturers that have recently entered into the U.S. market.

There are numerous biomass thermal technology types including underfeed, reciprocating grate, chain grate, and pneumatic grate systems, stoker and fluidized bed boiler configurations, and pellet and wood chip orientations. Boiler configurations are typically structured to fit different size and feedstock demands. Stoker boilers are the most simple boiler type with feedstock combustion occurring in one location in the boilers with various grate configurations to optimize air flow through the combustion zone. Fluidized bed boilers utilize a sand bed to allow feedstock to flow through the boiler. The sand is engineered to retain and distribute heat throughout the reaction vessel to increase the efficiency of combustion. Fluidized bed boilers are economically viable for large-scale applications and are rarely deployed with smaller commercial-scale boilers.

Underfeed, reciprocating grate, and chain grate are all different stoker boiler configurations to induce proper airflow throughout the feedstock. The underfeed system is the most basic system using air blowers to optimize air flow patterns. Reciprocating grate and chain grate move the feedstock within the combustion chamber and are typically used in large commercial and industrial applications. The capital cost of reciprocating grate and chain grate systems is often economically prohibitive in small stoker boilers, such as those under review for the Mammoth Lakes area.

Biomass thermal facilities may utilize pellets or wood chips. Pellets are used for their ease of conveyance and their energy dense properties. Feedstock conveyance is particularly important with small systems, as loading is required to be more precise in the small units. However, pellets are often significantly more expensive due to the pellet manufacturing process and this cost is further increased by transportation distance from the pellet facility. The biomass availability and cost analysis indicated wholesale pellet prices to cost approximately five times the price of delivered wood chips in the Mammoth Lakes area due to the high transportation costs from the nearest pellet facility (located in John Day, Oregon). Biomass thermal technology that utilizes wood chips is very limited for applications under one MMBtu per hour due to the challenges of conveying chipped material.

Project Greenhouse Gas Impacts

Biomass thermal projects contribute to the reduction of greenhouse gas emissions by displacing fossil fuel and avoiding landfill and pile and burn disposal methods for wood waste. While biomass thermal units are traditionally less efficient than fossil fuel alternatives (due to low energy density fuel), the savings from avoided business-as-usual practices and the long-term benefits of biogenic carbon indicate the biomass thermal energy production is beneficial to greenhouse gas reduction goals. Greenhouse gas accounting is shown in Table 24.

Table 24. Greenhouse Gas Accounting for Biomass Thermal Projects

EMISSIONS SOURCE	CO₂ EMISSIONS (lb/MMBtu_{Delivered})	CH₄ EMISSIONS (lb/MMBtu_{Delivered})	CO₂e EMISSIONS (lb/MMBtu_{Delivered})
Biomass Boiler ³⁵	279	0.03	280
Biomass Processing and Transport ³⁶	5.3	0.003	5.4
Propane Boiler ³⁷	-171	-0.003	-171
Pile and Burn Avoided Emissions ³⁸	-133	-2	-189
Net Emissions	-19.7	-2.0	-74.6

Assumptions used in Table 24 include:

- 70% efficiency for biomass boilers;
- 80% efficiency for propane boilers;
- 8,500 Btu per dry pound (high heat value) for wood;
- 25 pounds of CO₂e for one pound of methane emissions;
- No carbon offset from future carbon uptake;
- No emissions associated with urban biomass feedstock sourced from the landfill;
- No emissions associated with the collection, processing, and transportation of propane; and
- Pile and burn avoided emissions reflect the feedstock blend of 45% urban wood and 55% forest wood as indicated in Table 14.

Total greenhouse gas emissions will vary slightly by technology; however, the most important means of reducing greenhouse gas emissions is average moisture content of the biomass feedstock. The higher the moisture content, the more energy must be utilized to evaporate the water and the less energy is delivered to heat the building. Therefore, lower moisture content fuel contributes to better greenhouse gas emission reduction.

Technology Vendors and Developers

TSS recommends that any technology selection take place through a competitive bid process. TSS has gathered a list of manufacturers and service providers that have developed biomass thermal projects sized at 2 MMBtu per hour (Table 25). TSS believes that these enterprises have the experience and ability to successfully develop a biomass thermal project in the Mammoth Lakes area.

³⁵ EPA AP-42 Table 1.6-3

³⁶ Springsteen, B., Christofk, T., Eubanks, S., Mason, T., Clavin, C., Storey, B. *Emissions Reductions from Woody Biomass Waste for Energy as an Alternative to Open Burning*. Journal of the Air and Waste Management Association, 2011.

³⁷ EPA AP-42 Table 1.5-1.

³⁸ Lee, C., Erickson, P., Lazarus, M., Smith, G. *Greenhouse Gas and Air Pollutant Emissions of Alternatives for Woody Biomass Residues*. Stockholm Environmental Institute. 2010.

Table 25. Biomass Thermal Technology Providers and Developers

VENDOR	LOCATION	UNIT SIZES
A3 Energy Partners www.a3energypartners.com	Portland, OR	Distributor of Viessmann Systems
Advanced Recycling Equipment www.advancedrecyclingequip.com	St. Mary's, PA	0.75 – 60 MMBtu/hr
Alternative Energy Solutions International (UniConfort Boiler) www.aesintl.net	Wichita, KS	0.3 – 20 MMBtu/hr
AFS Energy Systems www.asfenergy.com	Harrisburg, PA	1.2 – 40 MMBtu/hr
Chiptec www.chiptec.com	Williston, VT	1.5 – 60 MMBtu/hr
Decton Iron Works www.decton.com	Butler, WI	0.33 – 4 MMBtu/hr
Fink Machine www.finkmachine.com	Enderby, BC, CAN	Distributor of Viessmann Systems
Hurst www.hurstboiler.com	Coolidge, GA	1.2 – 20 MMBtu/hr
Viessmann (KÖB Boiler Line) www.viessmann-us.com	Warwick, RI	0.25 – 8.5 MMBtu/hr
McKinstry www.mckinstry.com	Portland, OR	Technology Agnostic Project Developer
Messersmith www.burnchips.com	Bark River, MI	2 – 20 MMBtu/hr
Precision Energy Service www.pes-world.com	Hayden, ID	Technology Agnostic Project Developer
Pro-Fab Industries www.profab.org	Arborg, MB, CAN	0.75 – 2.5 MMBtu/hr
SolaGen www.solageninc.info	St. Helens, OR	0.5 – 200 MMBtu/hr
Wood Master www.woodmaster.com	Red Lake Falls, MN	0.5 – 6.8 MMBtu/hr

Technology Selection Process

When conducting a competitive bid process, TSS finds it beneficial for an organization to prioritize critical selection criteria before receiving bids in order to better compare technology types and proposals. Table 26 outlines several critical considerations when selecting a technology provider. The list in Table 26 is shown in alphabetical order and is not prioritized.

Table 26. Selection Criteria

CRITERIA	CONSIDERATIONS
Company and Equipment Track Record	As with any contractor, company history is an important criterion that is an indicator of track record. This criterion is often best understood through interviews and discussions with references and focuses on the personal connection that a company makes with its clients.
Company Longevity and Total Installations	Company longevity is a surrogate measure for performance. The longer a company has been around, the more challenges it has faced and the more unexpected issues it has resolved. While each project is unique, company experience can be an important factor in project development.
Ease of Maintenance and O&M Time Requirements	Biomass thermal units require more operations and maintenance (O&M) and thus are more time intensive than natural gas, propane, fuel oil, or electric substitutes. Managing a solid fuel supply requires some additional oversight to ensure proper function. Options and add-ons such as automatic ash removal and remote monitoring can reduce O&M time and can ease the transition from fossil fuel to renewables.
Air Emissions	Small biomass thermal units typically do not run into air emissions challenges, but each air district is different. It is important to identify the emission criteria and permitting thresholds for your air district and ensure that any developer can meet those limits.
Feedstock Flexibility	Many small biomass units are designed to utilize pellets. While larger biomass units are typically more flexible with wood chips, small biomass units can require very specific feedstock sizing. It is important to understand the available wood feedstock characteristics in the area and the wood processing equipment constraints and ensure that there is a good match.
Local Installations	Local installation and local knowledge are important in project development. Biomass thermal units are not commonplace, making replacement parts and service an important consideration.
Low O&M Costs	Low O&M costs are important and are often overlooked through a bid process. O&M costs are typically dictated by the quality of the equipment and the availability of parts in the local area. In many cases, increased O&M costs and subsequent problems from challenging or frequent O&M issues do not outweigh the reduction in capital costs often associated with cheaper parts.
Price	Capital cost may vary significantly between manufacturers and all bids will not be equal in price or in quality. Managing costs and features is important to truly understand the best options.
Unit Size	While vendors may be able to provide equipment solutions, identifying a company's typical project size and their number of installations in a specific size range is important to understanding a company's experience.

TSS recommends that organizations review and prioritize these criteria based on the specific project goals. There are many factors involved in the selection of a technology vendor, and developer proposals may change depending on workload, seasonal constraints, geographic constraints, or business policy. TSS believes it is important to solicit bids from multiple vendors. Appendix B includes an RFP template that may be used for developing biomass thermal facilities in Mammoth Lakes.

In addition to a proposal, TSS strongly recommends communication with project client references. Project references can provide critical insight into the challenges that arise during the installation and operation of a biomass thermal facility. Additionally, client references can provide insight from the perspective of an organization new to bioenergy. This perspective can be very valuable before initiating the first biomass thermal installation.

TSS has found that client references often stress the importance of staff training. Biomass thermal systems, while relatively easy to use, still require more work than fossil fuel boilers. There is always a transition period for operations and maintenance staff, and dedication to proper training is important to ease this transition. Note that several manufacturers offer remote monitoring which allows representatives from the technology vendor to monitor the performance of the boiler and address potential issues.

ENVIRONMENTAL PERMITTING PLAN

The permitting plan identifies environmental and land use permits required (if any), provides key agency input, presents expected fees, and includes a recommended implementation schedule to secure permits. The permitting plan is based on application forms, prior experience of the project's consulting team, and communication with representatives from permitting agencies.

Land Use/Special Use

Per the findings in the Site Review and Analysis and the Biomass Feedstock Availability and Cost Analysis, biomass thermal systems are appropriate for the biomass resource in the Mammoth Lakes area. The installation of a biomass thermal system on non-federal lands to replace an existing heating system does not require any additional land use entitlements or water permits.

On federal lands, such as in the existing Mammoth Mountain Ski Area permit footprint, the USFS could amend the ski area permit to allow construction and operation of the biomass thermal unit. If a similar biomass thermal unit were proposed to be constructed on federal lands outside of areas already possessing an existing permit, a standalone special permit would be required from the appropriate federal land management agency.³⁹ Regarding environmental impact review of a proposed biomass thermal project, if the total area is less than five acres, a categorical exclusion could possibly be used. A decision memo would be the environmental decision documentation.⁴⁰

Air Quality Permitting

Air quality permitting in the Mammoth Lakes region is under the jurisdiction of the Great Basin Unified Air Pollution Control District (GBUAPCD). The GBUAPCD enforces Federal, State, and local air quality regulations and to ensure that the federal and state air quality standards are met.

In consultation with the GBUAPCD, it has been determined that biomass thermal units operating within the District will require an air quality permit. There is an exemption in the GBUAPCD rules for steam generators, steam superheaters, water boilers, water heaters, and closed heat transfer systems that have a maximum heat input rate of less than 15 MMBtu per hour.⁴¹ However, these units must be fired exclusively with natural gas or liquefied petroleum gas or any combination thereof. Thermal units utilizing woody biomass must apply for, and obtain, an air quality permit. There is no minimal size level in the GBUAPCD regulations.

Application Process

The GBUAPCD requires that before an air pollutant emitting system is installed within the district, an Authority to Construct (ATC) permit must be obtained.⁴² The application process for a biomass fueled boiler system includes:

³⁹ Personal communication with Jon Regelbrugge, District Ranger, Mammoth and Mono Lake Ranger Districts, Inyo National Forest, February 6, 2014.

⁴⁰ Ibid

⁴¹ GBUAPCD Rule 201 F

⁴² GBUAPCD Rule 200

- Prepare GBUAPCD Authority to Construction Application – General Information Form (APCD – 004, see Appendix C) and the Fuel Burning Equipment Form (APCD – 008, see Appendix D). These application forms will require the following information:
 - Permittee information and location of project;
 - Type of application – a biomass boiler system at any location would be considered a new facility;
 - Detailed description of the facility and type of biomass fuel burning equipment; and
 - Description of process, configuration, emissions control equipment, and maximum air emissions quantity (such as PM, CO, VOCs, NO_x, and SO_x).
- The GBUAPCD will review application for completeness and either issue applicant a determination letter or request additional information.
- Upon application completeness determination, GBUAPCD will prepare an engineering evaluation and draft permit.
- The draft permit will be circulated for a 30-day public review.
- Comments will be addressed and permit will be issued.

It is expected that a biomass-fueled boiler systems located at the sites identified in the Site Review and Analysis will have very low air pollutant emissions due to the relatively small size. Table 27 shows the projected emissions form a 2.0 MMBtu per hour boiler operating at 70% efficiency and at an 18% capacity factor.

Table 27. Project Criteria Pollutant Emissions: 2.0 MMBtu/hr Biomass Boilers

	CO	NO _x	SO ₂	PM*	PM ₁₀ *	PM _{2.5} *	LEAD	VOC
Biomass Boiler ⁴³ (lb/MMBtu)	0.6	0.22	0.025	0.22	0.20	0.12	0.00005	0.017
Annual Emissions (tons per year)	1.69	0.62	0.07	0.62	0.56	0.34	0.00014	0.05

*Emissions factor based on the use of a mechanical collector (e.g., multiclone) to reduce PM

The emissions levels in Table 27 would typically result in relatively easy air quality permitting; however, the air toxics policy of the GBUAPCD adds challenges to permitting even small biomass-fueled boiler systems.

Toxic Risk Assessment Policy

The GBUAPCD adopted a Toxic Risk Assessment Policy in 1987 that guides air quality permit issuance when the proposed source emits Toxic Air Contaminants, as defined and listed by the California Air Resources Board (CARB) and the U.S. EPA. The GBUAPCD Toxic Risk Assessment Policy⁴⁴ (Appendix E), states that:

1. Sources that emit Toxic Air Contaminants, as listed by the CARB or EPA must apply for a permit.

⁴³ Environmental Protection Agency, AP-42: Chapter 1, Section 6.

⁴⁴ Many of the other air districts in California have similar written policy

2. A screening risk assessment will be performed by the district. If the lifetime carcinogenic risk to the maximum exposed individual is less than or equal to one-in-one-million (1×10^{-6}), a permit will be granted. If the risk is greater than 1×10^{-6} , the proponent will be required to do a formal risk assessment and an Environmental Impact Report.
3. Proposed sources which result in a carcinogenic risk of greater than 10×10^{-6} would be denied permits. Proposed sources which result in a carcinogenic risk between 1×10^{-6} and 10×10^{-6} may be issued a permit if appropriate mitigations are incorporated into the project.

The direct combustion of woody biomass in a thermal boiler system will result in the potential release of toxic air contaminants (e.g., volatile and semi-volatile organic compounds such as benzene, acrolein, and naphthalene). To assess this potential, the GBUAPCD prepared a preliminary toxic risk assessment spreadsheet, which TSS has applied to the preferred sites in the Mammoth Lakes area where a biomass boiler system could be installed. The district's preliminary toxic risk assessment spreadsheet calculates the chronic and acute risk due to emissions of a selected number of organic compounds considered by the CARB and the California Office of Environmental Health Hazard Assessment (list of these compounds can be found in Appendix E). The purpose of this spreadsheet is to make a preliminary determination of what the carcinogenic risk to a maximum-exposed individual person might be. Distance to the receptor (typically a residence), size of the biomass boiler system, and emission factors for the organic compounds (referenced from EPA's AP-42 emission factors for wood combustion) are all factors used together to determine the potential carcinogenic risk.

TSS employed this preliminary risk assessment spreadsheet to the various preferred sites as indicated above, resulting in air permitting challenges. Examples include:

- At the Mammoth Mountain garage, an air permit would be required, and would limit the number of hours the biomass boiler could operate. The limitation on the number of hours is not expected to inhibit the boiler from meeting the load requirements.
- At potential sites in the town of Mammoth Lakes, such as the school and hospital, the immediate proximity of residences results in carcinogenic risk factor exceeding 10×10^{-6} even with low operating hours. It would likely be necessary to install an expensive emissions control system to lower the subject organic compounds concentration levels to below the 10×10^{-6} level. In addition, an Environmental Impact Report will be required unless the emission control system lowered the risk level to below the 1×10^{-6} GBUAPCD policy threshold, significantly increasing the cost of installing the biomass boiler system.

Alternatively, TSS updated the preliminary risk assessment spreadsheet provided by the GBUAPCD with emissions factors from a CARB database⁴⁵ generated by aggregating source test data (replacing some of the existing emission factors derived from EPA AP-42). Using these emission factors, when available, instead of the AP-42 emission factors resulted in a decreased carcinogenic risk factor such that some development within the Town of Mammoth Lakes could be permitted under the Toxic Risk Assessment Policy. TSS recommends that any organization considering a biomass thermal unit within the Town of Mammoth Lakes consider working with the GBUAPCD to determine if this set of CARB emission factors would be permissible under their policies.

⁴⁵ CARB California Air Toxics Emission Factors database (available at: http://www.arb.ca.gov/app/emsinv/catef_form.html). Search the database using inputs of System Type: Boiler and Material Type: Wood.

Air Permitting Fees

Rule 301, Permit Fee Schedule 2 - Fuel Burning Equipment Schedule: Any article, machine, equipment or other contrivance in which fuel is burned, with the exception of incinerators which are covered in Schedule 4, shall be assessed a permit fee based upon the design fuel consumption of the article, machine, equipment or other contrivance expressed in thousands of BTUs per hour, using gross heating values of the fuel, in accordance with the following schedule in Table 28.

Table 28. Air Permitting Fee Schedule⁴⁶

UNIT SIZE (BTU/HR)	INITIAL ATC PERMIT FEE	ANNUAL ATC PERMIT FEE
Up to and including 150,000	\$80.00	\$65.00
Greater than 150,000 but less than 400,000	\$157.00	\$129.00
400,000 or greater but less than 650,000	\$320.00	\$129.00
650,000 or greater but less than 1.5 MM	\$805.00	\$383.00
1.5 MM or greater but less than 5 MM	\$1,273.00	\$517.00
5 MM or greater but less than 15 MM	\$1,687.00	\$779.00

At the Mammoth Mountain garage site, this project is expected to require costs of \$1,273 for the initial permit, and \$517 annually.

Permitting Schedule

Once an ATC application is submitted to the GBUAPCD, the district has 30 days to determine if the application is complete (all of the necessary information for the district to conduct an engineering evaluation is contained in the application package). If not, the district will request additional information to make their completeness determination. This additional information request will restart a 30-day review period. Once the application is deemed complete, the district has up to 180 days to issue the permit. However, the time to actually conduct the engineering evaluation and prepare the permit for issuance can be much less than 210 days.

Findings

The installation of a biomass thermal system to replace an existing heating system on non-federal does not require any additional land use entitlements. On federal lands, a special use permit from the appropriate federal land management agency is required. If one already exists, it can be amended to include the biomass thermal unit.

Since a biomass thermal unit will combust a solid fuel, it has been determined that an air quality permit from the GBUAPCD will be necessary.

⁴⁶ This fee schedule only includes units not exceeding 15 MMBtu per hour, as no single system in the Mammoth Lakes area is expected to exceed that size.

It is expected that a biomass-fueled boiler systems in the Mammoth Lakes area and at the preferred sites previously identified will have very low air pollutant emissions due to the relatively small size.

The direct combustion of woody biomass in a thermal boiler system will result in the potential release of toxic air contaminants. The release of toxic air contaminants is governed by GBUAPCD policy, which will present challenges to the siting of biomass thermal units at certain sites within the Mammoth Lakes area, particularly those near residential dwelling units. The Mammoth Mountain garage is remote enough from sensitive receptors and has limited enough operating hours that the GBUAPCD Toxic Risk Assessment Policy will have a minimal impact.

In addition to environmental permitting, building permits and grading permits may be necessary. The specifics of these permits were not reviewed as a part of this study.

OUTREACH AND COMMUNICATIONS PLAN

The outreach and communications necessary for the development of a biomass thermal facility are significantly reduced compared to the development of a biomass CHP facility. Analogous to fossil fuel development, the installation of a propane boiler at one facility does not require the same community outreach as the development of a one MW propane-fired power plant. TSS does not recommend broad community outreach and communications for the installation of a biomass thermal facility. However, outreach and communication may be important to immediate stakeholders (e.g., individuals and organizations that utilize the facility). Without the need for a land use entitlement or CEQA review for small-scale thermal applications, there is no period for public involvement with the project.

TSS does recommend the promotion of this renewable energy development through informational material that can be used to inform stakeholders of the benefits of biomass thermal facilities. TSS has developed a frequently asked questions (FAQ) document (Appendix F) that can be utilized by an organization to provide material to interested parties.

Additionally, TSS recommends that the Biomass Team conduct outreach to community members who are in a position to influence development decisions of their organization towards renewable energy. The findings of this feasibility analysis will provide valuable information to any organization in the Mammoth Lakes area that currently utilizes a fuel oil or propane boiler to provide heat to their facilities. At the time of this report, outreach had been made to:

- Lion's Club;
- Noon Rotary;
- Sunrise Rotary;
- Mammoth Lakes Town Council;
- Mammoth Community Water District;
- Mammoth Unified School District;
- Fire District;
- Mammoth Hospital; and
- Local newspapers and radio stations.

RECOMMENDATIONS AND NEXT STEPS

This feasibility study found that a small-scale biomass thermal facility, co-located at the Mammoth Mountain garage, is a financially viable option to augment an existing propane fired boiler. Locally available biomass feedstocks are readily available, the project can be permitted, the biomass conversion technology is available, and the Mammoth Lakes community appears to be supportive.

TSS recommends that Mammoth Mountain Ski Area and the Biomass Team consider proceeding with next steps as presented below.

For Mammoth Mountain Ski Area

- Present study findings to the key stakeholders (e.g., Mammoth Mountain management) and review plans for next steps. (TSS is planning to present findings to the Mammoth Lakes Town Council and Mammoth Mountain senior management team).
- With assistance from the Biomass Team, develop and implement a strategic plan to source grants/loan guarantees from targeted private foundations, federal and state agencies (e.g., USFS sponsored Woody Biomass Utilization Grant, CARB sponsored AB 32 Cap and Trade Revenue Investment Plan).
- Begin discussion with feedstock supply contractors and the Benton Crossing landfill.
- Commence technology selection process (using RFP provided by TSS as a template).
- Issue Request for Quotes from select engineering and construction firms.
- Update internal financial analysis based on latest data.
- Select and contract with technology/engineering and construction firm.
- Engineer, construct, and start up.

Figure 8. Project Timeline: Mammoth Mountain Garage

	SCHEDULE (MONTH)											
	1	2	3	4	5	6	7	8	9	10	11	12
Present Findings	■	■										
Strategic Funding	■	■	■	■	■	■						
Feedstock Procurement	■	■	■	■	■	■						
Technology Selection	■	■	■									
Engineering and Construction RFQ	■	■	■									
Update Financial Pro Forma			■	■								
Select Technology & EAPC				■	■							
Engineering					■	■	■					
Construction						■	■	■	■	■		
Commissioning										■	■	■

For the Eastside Biomass Project Team

- Present findings to the key stakeholders (Mono County Board of Supervisors, Mammoth Lakes Town Council, USFS, Mammoth Mountain Ski Area management) and other stakeholders as well as review plans for next steps. (TSS is planning to present findings to the Mammoth Lakes Town Council and Mammoth Mountain senior management team).
- Continue to post key project and technology related documents on the Mono County Renewable Energy Project web page.
- Continue outreach to others to identify options for additional use of thermal energy (e.g., greenhouse for native plants, food drying processes, etc.).
- Support Mammoth Mountain Ski Resort through the initial process and document lessons learned for utilization with subsequent projects.

**Appendix A. TSS Comments on the Inyo National Forest Land Resource Management
Plan Revisions**



Suggested Comments Regarding the Inyo NF Forest Plan Revision Assessment

The Inyo NF has extended the public review period and is accepting comments regarding the Forest Plan Revision Assessment through September 1, 2013. The Forest has issued several topic papers that provide an overview of key topics that will be addressed in the Forest Plan Revision. The Eastside Biomass Project Team requested that TSS provide draft comments that the Team can consider for possible delivery to the Inyo NF.

Outlined below are observations/recommendations:

- The Carbon Stocks topic paper confirms the importance of healthy forests and their contribution to carbon pools in support of GHG reduction. In addition the topic paper confirms the influence of forest thinning on tree growth and improved carbon stocks. Healthy, fire resilient forests provide defensible space for communities and for fire suppression personnel while mitigating fire behavior. Reduction in acres impacted by wildfire mitigates GHG emissions generated during a wildfire event. In order to support GHG reduction and improved forest carbon stocks the Inyo NF should:
 - Minimize the amount of pile and burn activities. Wherever practical consider removal of forest biomass for value-added uses (compost, chips for thermal energy, landscape cover) as an alternative to business as usual pile and burn activities. A 2008 research project completed by the Placer County Air Pollution Control District confirmed the net air emissions benefits of forest biomass diversion for use as fuel for bioenergy (see attached).
 - Minimizing pile and burn activities will improve air quality and reduce regional haze. The Mammoth Lakes region's economic base is anchored in outdoor recreational activities. As such, good air quality is a key factor influencing the visitor's experience when recreating in the area.
- Wildfire is of major concern to communities located along the eastern slope of the Sierra Nevada. Ramping up strategic forest thinning and harvest activities will mitigate wildfire behavior and help these communities survive catastrophic wildfire events. Recommendations:
 - Ramp up forest health and restoration treatments (acres treated) to pre-1999 levels.
- The Timber topic paper notes (see Table 1. - Volume Growth, Mortality and Timber Harvest Activity for the Inyo National Forest, on Page 4) that planned



average annual timber sale volume is 24% of net annual growth (minus annual mortality). This planned level of timber sale (6,500 CCF/year) is not adequate to address the current backlog of overstocked conditions on the Forest, let alone address current annual growth. Recommendations:

- The Forest should consider timber management activities that approach past harvest levels (pre-1999 as suggested earlier) that are closer to actual forest growth.
 - Consider the use of more Stewardship Contracts that are three to ten years in duration. Local contractors cannot make capital improvements or investments to utilize excess forest biomass without assurances of sustained work.
 - Timber sales contracts (including Stewardship Contracts) should include provisions for optional removal of excess biomass material. If biomass material is removed and not left for pile/burn disposal, the timber sale purchaser should be able to recover slash deposits (aka burn deposits).
- The Renewable Energy topic paper provides a brief description of biomass power but does not expand on recent state policies that provide significant incentives for the development of new community-scale bioenergy projects:
 - Senate Bill 1122 - directs the CA Public Utilities Commission to implement a feed-in tariff program targeting 250 MW of small-scale (1 to 3 MW output capacity) bioenergy projects.
 - California Interagency Bioenergy Action Plan sets specific goals for strategic deployment of small-scale bioenergy projects.

Appendix B. Request for Proposals Template

**WOODY BIOMASS-FIRED THERMAL HEAT PROJECT IN
MAMMOTH LAKES, CALIFORNIA
[Organization Name]**

Request for Proposal

Based on an economic and technical feasibility evaluation performed by TSS Consultants, the [Organization Name] has determined that a woody biomass-fired heating system may be appropriate for the [Project Location] in Mammoth Lakes, CA. The project is a strategic step to reduce heating costs, and adhere to the [Organization]'s mission of sustainability. [Project Developer] has been selected as a preferred candidate to receive this Request for Proposals (RFP).

Feedstock Parameters: Woody biomass feedstock will be locally sourced from forest operations and the local landfill. The proposed system must be sufficiently robust to utilize ground and chipped woody biomass as the primary feedstock. Pellets are not economically available in the Mammoth Lakes area. Woody biomass material will range from ¼" to 4" in particle size. Feedstock may be delivered with moisture contents ranging from 30% - 50% (wet basis). Heat content of the fuel is expected to be 8,000 – 8,500 Btu/lb (dry basis). Feedstock samples may be sent upon request via standard USPS shipping.

Project Timeline: RFP responses are due electronically by [Date]. After a review period of up to [Number of] days, the top ranked technology and project development team will enter into negotiations to determine the path forward for the completion of the project and will be offered an memorandum of understanding that the project will proceed forward exclusively with the selected bidder. [Organization Name] is not required to accept or select any bids.

Technology Requirement: The proposed technology should be capable of generating [Unit Size] MMBtu/hr of [Hot water or steam specifications of the existing system]. The proposed system must be able to convey and utilize the feedstock as specified by the feedstock parameters (as noted above) and meet any regulations outlined in this RFP.

Air Emissions: As the proposed system will be located in Mammoth Lakes, air quality permitting will be subject to the Great Basin Unified Air Pollution Control District's regulations. Responses should include appropriate emissions factors to be used for the project's air permit application including carbon monoxide (CO), nitrogen oxides (NO_x), particulate matter (PM), and volatile organic compounds (VOCs). Emissions source tests or successful permit application documents for comparably sized units would be appreciated where possible.

Selection Criteria: Responses will be evaluated based on the following criteria: (1) Ability to produce [hot water or steam] with the specified biomass feedstock; (2) Ability to meet air quality permit requirements; (3) Facility size (footprint) without fuel storage; (4) Fuel consumption rates per unit of output (net heat rate); and (5) Estimated capital, training, installation, freight, and expected O&M costs and time requirements for the entire system.

Contents of Response Submittal: All responses should include the following information. Responses should be organized in the following format:

- 1) A technical description of the entire proposed system including feedstock handling, ash removal, and emissions controls.
- 2) Identify required resources including footprint and estimated system efficiency.

- 3) Company profile and statement of qualifications of manufacturer, including experience with woody biomass fuels, relevant projects, contact information for references (operators of comparably-sized systems utilizing chipped woody feedstock are preferred).
- 4) Cost estimates including equipment capital costs, freight, training, installation (not including interconnection to the existing system), commissioning, expected maintenance costs and timeframe, and service contract options.
- 5) Operating requirements of on-site personnel, training, and maintenance schedule.
- 6) Supplementary information (at the discretion of the candidate).

Deadline for Responses: Electronic replies are due by close of the [*Date*]. Responses are to be submitted to [*Electronic Contact Information*] unless other arrangements are requested in advance. Please limit your responses to no more than 20 pages. Candidate's responses should be delivered in digital format (no need to send hardcopies).

Contact: All communications should be directed to [*Contact Information*]

[*Company Logo*]

Appendix C. Authority to Construct Application



Great Basin Unified Air Pollution Control District

Section A-1	Authority To Construct / Permit To Operate Application	General Information
--------------------	---	----------------------------

Reason for Application (Check one)	<input type="checkbox"/> New Source	<input type="checkbox"/> Modification to Existing Source	<input type="checkbox"/> Change of Ownership
---	--	---	---

- A. Section A-1, pages 1 & 2 must be filled out COMPLETELY for EACH article, machine, equipment, contrivance or secondary source requiring a permit.
- B. A FILING FEE of \$100.00 paid by check, or money order must accompany EACH application.

1. Permit to be issued to:

2a. Mailing Address:

Street or PO Box	City or Town	State	Zip Code

2b. Billing Address, if different from mailing address:

Street or PO Box	City or Town	State	Zip Code

3. Type of Organization:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Agency
--------------------------------------	---	--------------------------------------	--

4. Person to Contact on Air Pollution Matters:

Name	Title	Telephone Number	Email address

5. Exact Source Location – Include Name and Location (County or City):

6. Pursuant to the provisions of the Health and Safety Code of the State of California and the Rules and Regulations of the Great Basin Unified APCD, application is hereby made for and AUTHORITY TO CONSTRUCT/PERMIT TO OPERATE the following article, machine, equipment, contrivance or secondary source:

7. Owner or Certified Official:

Name	Title	Telephone Number	Email address

8. Signature: _____ Date: _____

DO NOT WRITE BELOW (APCD USE ONLY)

Date Received Stamp	Application Number	Filing Receipt	Fee Schedule	Received By

Appendix D. Fuel Burning Equipment Form



Great Basin Unified Air Pollution Control District

Section A-3			ATC – PTO Application			Fuel Burning Equipment		
1. Person Completing Form:		Date:		APCD Appl. No.				
2. Facility Operating Schedule:		Hours/Day	Days/Week	Weeks/Year				
3.	4.	5.	6.	7.	8.			
Reference Number	Equipment Manufacturer and Model Number	Rated Heat Capacity (BTU/Hour)	Type of Burner Unit (Use Code 1*)	Usage (Use Code 2*)	Heat Use	Percent Process	Percent Space Heating	
*Burner Codes		*Usage Codes						
01. Pulverized Coal – Wet Bottom	08. Oil, Tangentially Fired	01. Boiler, Steam						
02. Pulverized Coal – Dry Bottom	09. Oil, Horizontally Fired	02. Boiler, Other (Specify)						
03. Pulverized Coal – Cyclone Furnace	10. Gas, Tangentially Fired	03. Air Heating for Space Heating						
04. Spreader Stoker	11. Gas, Horizontally Fired	04. Air Heating for Process Heating						
05. Chain or Traveling Grate Stoker	12. Wood, with Fly-ash Reinjection	05. Other (Specify)						
06. Underfeed Stoker	13. Wood, without Fly-ash Reinjection							
07. Hand Fired Coal	14. Other (Specify Type)							

**Appendix E. Great Basin Unified Air Pollution Control District's Toxic Air Assessment
Policy**



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. Suite #6 - Bishop, CA 93514
(619) 872-8211

TOXIC RISK ASSESSMENT POLICY

- 1) Sources that emit Toxic Air Contaminants, as listed by ARB or EPA, must apply for a permit.
- 2) A screening risk assessment will be performed by the District. If the lifetime carcinogenic risk to the maximum exposed individual is less than or equal to one-in-one-million (1×10^{-6}), a permit will be granted. If the risk is greater than 1×10^{-6} the proponent will be required to do a formal risk assessment and an Environmental Impact Report.
- 3) Proposed sources which result in a carcinogenic risk of greater than 10×10^{-6} would be denied permits. Proposed sources which result in a carcinogenic risk between 1×10^{-6} and 10×10^{-6} may be issued a permit if appropriate mitigations are incorporated into the project.

Adopted 12/9/87

Appendix F. Frequently Asked Questions



Frequently Asked Questions

Mono County Biomass Utilization Project

Introduction

Mono County and the Eastside Biomass Project Team are evaluating the feasibility of a community-scale bioenergy facility using locally available wood waste biomass sourced as a byproduct of forest thinning projects, construction projects and tree trimming operations. TSS Consultants has been selected as the prime contractor to complete this feasibility study.

Initial wood waste availability analysis confirms that there is not enough wood waste available to support commercial-scale power generation, however there is enough available to sustain several wood-heating (thermal energy) projects. This Frequently Asked Questions (FAQ) paper has been developed to provide key facts regarding thermal energy units.

What is a thermal energy biomass unit?

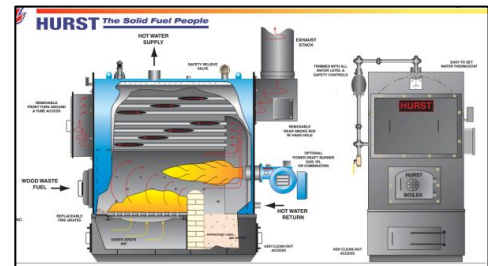
A thermal energy biomass unit is a traditional boiler, just like propane, natural gas, and fuel oil boilers. The term “thermal” means heat and is used to differentiate bioenergy development projects that make electricity and heat (known as combined heat and power, CHP) and projects that only produce heat in the form of hot water or steam. The only similarity between biomass thermal projects and geothermal projects is that both systems create heat.

What is a biomass boiler?

A biomass boiler is a furnace that is designed to combust solid fuels such as woodchips, wood pellets, and agricultural byproducts (such as straw and grain husks, etc.), and heats water. Biomass availability in the Mammoth Lakes region includes forest-sourced harvest byproduct (chipped tree limbs and tops) and clean urban wood from construction/demolition and tree trimmings material.

What does a biomass boiler unit look like?

There are many biomass boiler manufacturers across the United States. A biomass boiler looks much like the traditional propane, natural gas, and fuel oil boilers except their combustion chamber is larger in order to handle solid wood fuel. To the right is a representative schematic from of a biomass boiler manufactured by Hurst Boilers.



Can a biomass boiler be connected to an existing heating system?

Yes, as with any other boiler, a biomass boiler can be connected to an existing boiler system.



Will truck traffic increase significantly?

No. Wood fuel deliveries will be made using commercial trucks (55 to 65 feet in length) that carry approximately 25 tons of wood chips. Deliveries may amount to two to three truckloads per week during the coldest winter months. In the summer, maybe one truckload per week will be needed.

Will the thermal biomass unit be noisy when operating?

No. The only additional noise generated will be the occasional truck traffic for the delivery of wood chips.

How are chips stored?

Chips are stored in a concrete bunker and are fed automatically from the storage area into the biomass boiler. The storage should be covered in a facility to avoid exposure to inclement weather (rain, snow) with sufficient space heating to avoid chips freezing together and clogging the conveyance system.

How much does a biomass boiler cost?

While the cost of a biomass boiler itself is comparable to fossil fuel boilers, the additional costs from engineering work associated with feedstock storage and conveyance can increase the cost of installation when compared to a traditional fossil-fuel boiler. Installation costs will vary significantly from site to site.

What maintenance does a biomass boiler require?

Biomass boilers require more attention than fossil fuel boilers. Biomass boilers can operate unattended, but weekly inspection visits are required to carry out a visual inspection of the boiler and the feed system, to check the lubrication of bearings, and dispose of the ash. If the boiler is not fitted with automatic flue cleaning, regular cleaning of the flue tubes is required using a flue brush.

Are the air emissions generated similar to a wood burning fireplace or stove?

Unlike the standard residential fireplace and most wood stoves, the biomass boiler will be equipped with appropriate air emissions control equipment as determined during the air quality permitting process. At minimum, emissions control will be installed to eliminate particulate matter emissions (the source of visible smoke).

Are air permits necessary for biomass boilers?

Air quality permits in Mammoth Lakes are administered by the Great Basin Air Pollution Control District. Biomass boilers are required to apply for and obtain air permits, and must meet the applicable limits for toxins and particulate matter emissions. Emissions controls may be required to meet these standards, and no visible smoke will be emitted from the boiler system.

How is the ash disposed?

Ash produced from biomass boilers can be used as soil amendment in agricultural or residential settings. If insufficient quantities are produced to utilize on rangeland, farmland or home gardens, the ash may be disposed of at the local landfill.

Information for the FAQ has been compiled by TSS Consultants from many sources with significant information provided by the Biomass Energy Centre, UK. For more information, contact Dan Lyster, Mono County, at dlyster@mono.ca.gov, or Tad Mason, TSS Consultants, at tmason@tssconsultants.com.

PROJECT NARRATIVE

Mono County Thermal Biomass Project

Project Goal & Description

The goal of the “Mono County Thermal Biomass Project” is to sustainably utilize biomass resulting from activities associated with reducing catastrophic wildfire risk (including defensible space treatments), improving forest habitat and resilience, treating forest pests, and restoring meadow structure and function. A secondary goal is to provide a model in California of a successful thermal biomass project, potentially paving the way for other thermal projects and expanding the utilization of forest-sourced biomass. The project is a Category I on-the-ground facility improvement project, and Mono County is requesting \$220,000.

The project proposes to remove and replace the current, outdated, and inefficient propane boiler system at the County Road Shop and Parks/Facilities building in Bridgeport with a new 2.5 MMBtu/hour or less thermal biomass boiler system. The biomass boiler will be installed within the current boiler footprint and will provide heat for approximately 12,855 square feet. The mechanical room will be retrofitted to accommodate a fuel hopper and water storage tank, and existing piping and pumps will be reconfigured as necessary for full system integration. Staff will be fully trained in system operations and maintenance, and a new wood chip storage building of up to 960 square feet will be constructed on-site to ensure one week of fuel supply. The thermal unit would consume a maximum of 367 bone dry tons (BDT) of biomass a year.

Project Analysis

In approximately 2010, Mono County convened the voluntary Eastside Biomass Project Team (Project Team) to explore biomass utilization projects. The Project Team consists of the U.S. Forest Service, Bureau of Land Management, Town of Mammoth Lakes, Mammoth Lakes Fire Protection District, GC Forest Products, Mammoth Mountain Ski Area, and Mono County. The Sierra Nevada Conservancy (SNC), Southern California Edison (SCE), Great Basin Unified Air Pollution Control District, and the University of California Woody Biomass Utilization Program provided technical assistance and, in the case of the SNC and SCE, general guidance.

The Project Team convened in the interest of finding a better use for biomass than open pile burning in the forest or chipping for alternative daily cover at the landfill. Recognizing that forest health and fuel reduction treatments are critical for immediately reducing the risk of fire and preserving/restoring ecosystem function in forests and meadows, the Project Team sought to utilize biomass “waste” in a way that would benefit the public, while also creating a long-term market that could drive future land management decisions to treat forested areas. The practical reality of fuels reduction and forest health treatments is that the disposal of the harvested biomass is very expensive either by piling and burning, which creates additional air emissions; hauling to a landfill; or chipping on site. The very real expense of biomass disposal is a significant barrier, but the creation of a market through viable utilization of the biomass has the potential to eliminate this issue and support increased treatment projects on a long-term basis.

In January 2013, Mono County secured \$50,000 in grant funding from the State of California (Sustainable Communities Planning Grant) and the Great Basin Unified Air Pollution Control District (Clean Air Projects Program Block Grant) for a “Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Products Utilization in Mono County, California” (Feasibility Study). The Feasibility Study serves as the reference for all data in this project proposal, and henceforth only page number citations are provided.

The study included analyses of biomass feedstock availability, potential sites, economic and financial feasibility, and technology; as well as recommendations and next steps. The study concluded that sufficient biomass supply in a 2-to-1 ratio is not available for a combined heat-and-power (CHP) biomass plant, and recommended a thermal biomass application (p. 29). Thermal biomass facilities have fewer technical requirements and barriers to development, are less

PROJECT NARRATIVE

Mono County Thermal Biomass Project

expensive to construct, and still create a market for biomass utilization. To date, no other feasibility study in California has recommended thermal projects, and the siting, permitting, construction and operation of the first facility would expand the suite of tools for utilizing biomass. The life of a thermal bioenergy facility is considered to be 20 years (p. 29).

The biomass feedstock determined to be practically available to a project located in the Mammoth Lakes vicinity was estimated at 5,319 bone dry tons (BDT) (Table 12, p. 24), which could support several thermal facilities. Of the available feedstock, 300 BDT/year are anticipated to be sourced from fuels treatment and forest restoration projects (p. 21). Some of this material is generated in Mammoth Lakes and may not be economical to transport to a Bridgeport facility. However, two significant fuel and restoration projects in the Bridgeport area were not included in this projection. One is the June Lake Private Land Fuels Reduction project, funded by a Sierra Nevada Conservancy grant, to treat 374 acres of private lands in the June Lake Wildland Urban Interface over the next five years. Much of the material removed will be used for firewood, or may be transported to the Pumice Valley landfill (p. 21) where the County can access it. While much of this material may be unusable brush and limbs, the project will generate some amount of additional supply. The second project not included is pinyon-juniper woodland removal in the Humboldt-Toiyabe National Forest to improve habitat for the Bi-State Distinct Population of Greater Sage-Grouse (Bi-State DPS) and reduce fuels. Much of this project is outside the 50-mile supply source radius for a facility in Mammoth Lakes, but would be well within and accessible to a facility located in Bridgeport. The Bridgeport District Ranger for the US Forest Service estimates approximately 150,000 BDT over the next 10 years.¹ Other pinyon-juniper removal projects within Bridgeport's 50-mile radius source area for Bi-State DPS habitat enhancement are expected by the Bureau of Land Management and Inyo National Forest, but data on supply amounts are not yet available.

The Bridgeport Road Shop complex was not identified as a potential site in the feasibility study as only potential CHP sites (the original study goal) were analyzed. Utilizing the data from the feasibility study and known projects in the Bridgeport area, combined with the urban wood waste stream of approximately 500 BDT from County solid waste transfer stations, the anticipated need of 367 BDT for the Bridgeport thermal facility should be easily met.

A full financial analysis has not been replicated for the Bridgeport site; however, basic data from the feasibility study provides a clear picture of potential savings. The feasibility study indicates that propane, at a market-rate cost of \$3.50/gal, results in a price of delivered energy of \$47.81/MMBtu. Biomass wood chips, on the other hand, at a high price of \$45/bone dry ton (BDT), costs \$2.65/MMBtu delivered. On the low side, biomass wood chips cost \$1.47/MMBtu. (See table 19, p. 33 for table of delivered costs.) Therefore, a fuel savings factor of 32.5 to 18 can be realized at the Bridgeport site which uses approximately 29,916 gallons of propane a year. Calculated at market rate for propane and the high end of biomass fuel pricing, fuel for a 2.5 MMBtu thermal biomass facility utilizing 367 BDT/year could save \$88,191 over propane annually.²

The Feasibility Study recommended that a biomass boiler technology and vendor be selected through a competitive bid process. In addition to cost, factors such as performance, operations and maintenance costs, feedstock flexibility, unit size, and ability to meet environmental criteria are critical to a successful project (Table 26, p. 44). The Feasibility Study provides a Request for Proposal (RFP) template to assist with the selection process. Thermal biomass units can vary significantly in price from \$68,217 to \$92,308 per MMBtu/hr, with an average of \$82,455 per MMBtu/hr (Table 17, p. 31). Preliminary County staff research indicates a unit for this project in Bridgeport could total approximately \$80,000, which is lower than costs cited in the study. Including costs for mechanical integration and the storage building, the capital costs constitute the majority of this project as shown in the proposed budget.

¹ Jeff Ulrich, Bridgeport District Ranger, pers. comm. via email dated July 8, 2014.

² Annual market rate propane: 29,916 gallons * \$3.50 = \$104,706. Biomass fuel: 367 BDT * \$45 = \$16,515. Annual savings = \$104,706 - \$16,515 = \$88,191.

PROJECT NARRATIVE

Mono County Thermal Biomass Project

Restrictions, Technical/Environmental Documents and Agreements

The property is owned by the Bureau of Land Management (BLM) Bishop Office and leased by Mono County. Preliminary discussions indicate a BLM letter of approval would be required for the biomass boiler, and a NEPA Categorical Exclusion would be required for the storage building. The BLM has not raised any objections or concerns regarding this project at this point in time.

The County will serve as the lead agency for CEQA and intends to file a Categorical Exemption under Section 15302(c) for the boiler and 15303(e) for the storage building.

Organizational Capacity

The feasibility study was managed in-house by the Planning Division, and that staff member (Wendy Sugimura) will be involved in the initial stages of this project. The project will eventually be transferred to the Public Works Department – Facilities Division for construction and monitoring.

The Facilities Superintendent, Joe Blanchard, will supervise the project. He is a state licensed general and electrical contractor with 30 years of experience in the construction industry, and served as the President/CEO of Kirkwood Valley Construction. Jason Davenport will be the project manager and responsible for implementation. He is a state licensed plumbing contractor with 20 years of experience in HVAC, refrigeration and boilers. He has specific experience with boiler design and installation, from breaking ground to finishing work and maintenance, as well as experience with alternative energy systems such as geothermal heat pumps, solar thermal, and solar photovoltaic.

With harsh winter conditions, especially in Bridgeport, Facilities staff has a tremendous amount of experience working with boiler systems in adverse conditions, and installing, maintaining, and repairing these systems. Where specific expertise related to biomass boilers is necessary, the vendor and/or an external consultant will be retained to assist. The project also includes training for staff to handle all system operations and maintenance needs in the future.

Cooperation and Community Support

Two members of the Mono County Board of Supervisors sit on the Project Team, and shepherded the feasibility study from start to finish. The study was presented to the Planning Commission, and the main feedback was disappointment that a CHP facility was not feasible. The study and this project concept were presented to the Bridgeport Valley Regional Planning Advisory Committee (RPAC) on May 15, 2014, and the main feedback was, again, disappointment that a CHP facility was not viable. None of the residents in attendance raised any concerns.

The Biomass Project Team, while also disappointed a CHP project was not feasible, fully supports the project proposal, as evidenced by the letters of support submitted by the Inyo National Forest/Bureau of Land Management, GC Forest Products, and Mono County Supervisor Byng Hunt.

**SIERRA NEVADA CONSERVANCY
PROPOSITION 84 - DETAILED BUDGET FORM**

Project Name: Mono County Thermal Biomass Project

Applicant: Mono County

SECTION ONE DIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
Technical Assistance & Planning	\$5,000.00					\$5,000.00
Project Management	\$35,210.00					\$35,210.00
Design and Engineering	\$30,000.00					\$30,000.00
Equipment and Construction	\$132,000.00					\$132,000.00
Mechanical Integration	\$10,000.00					\$10,000.00
Permits, Fees	\$1,773.00					\$1,773.00
						\$0.00
DIRECT COSTS SUBTOTAL:	\$213,983.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213,983.00

SECTION TWO INDIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
Monitoring & Operations/Maintenance		\$3,500.00				\$3,500.00
Annual Permits, Fees		\$517.00				\$517.00
						\$0.00
						\$0.00
INDIRECT COSTS SUBTOTAL:	\$0.00	\$4,017.00	\$0.00	\$0.00	\$0.00	\$4,017.00
PROJECT TOTAL:	\$213,983.00	\$4,017.00	\$0.00	\$0.00	\$0.00	\$218,000.00

SECTION THREE Administrative Costs (Costs may not to exceed 15% of total Project Cost) :						Total
<i>*Organization operating/overhead costs</i>						\$0.00
Project Administration	\$1,500.00	\$500.00				\$2,000.00
						\$0.00
						\$0.00
						\$0.00
ADMINISTRATIVE TOTAL:	\$1,500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$2,000.00
SNC TOTAL GRANT REQUEST:	\$215,483.00	\$4,517.00	\$0.00	\$0.00	\$0.00	\$220,000.00

SECTION FOUR OTHER PROJECT CONTRIBUTIONS	Year One	Year Two	Year Three	Year Four	Year Five	Total
<i>List other funding or in-kind contributors to project (i.e. Sierra Business Council, Department of Water Resources, etc.)</i>						
Mono County Building Permit	\$4,008.58					\$4,008.58
960 sf wood chip storage building	\$5,000.00					\$5,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total Other Contributions:	\$9,008.58	\$0.00	\$0.00	\$0.00	\$0.00	\$9,008.58

NOTE: The categories listed on this form are examples and may or may not be an expense related to the project. Rows may be added or deleted on the form as needed. Applicants should contact the SNC if questions arise.

* Operating Costs should be allocated to the percentage that is applicable to the grant based on your cost allocation methodology and cannot exceed 15% of your total project costs.

County of Mono

Cost Allocation Plan

County of Mono

Cost Allocation Plan

Purpose/General Statements

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that this organization will use to allocate costs to various programs, grants, contracts and agreements.

OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. Mono County's Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-87. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by the County of Mono.

General Approach

The general approach of the County of Mono in allocating costs to particular grants and contracts is as follows:

- A. All allowable direct costs are charged directly to programs, grants, activity, etc.
- B. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- C. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

Allocation of Costs

The following information summarizes the procedures that will be used by the County of Mono beginning 7/1/2013

- A. Compensation for Personal Services - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries. Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries.
 - 1. Fringe benefits (FICA, UC, and Worker's Compensation) are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life & disability and other fringe benefits are also allocated in the same manner as salaries and wages.
 - 2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.
- B. Insurance - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.
- C. Professional Services Costs (such as consultants and accounting services) - Allocated to the program benefiting from the service. All professional service costs are charged directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.
- D. Audit Costs – Identifiable direct audit costs are charged directly to the program. Audit costs that benefits all programs are allocated based on the ratio of each program's expenses to total expenses. Audit fees will be allocated to the "administration" category based on Mono County guidelines and instructions.
- E. Postage - Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- F. Printing (including supplies, maintenance and repair) - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- G. Food/Household Supplies - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- H. Program Supplies - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- I. Office/Copier - Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- J. Equipment/Depreciation – The County of Mono depreciates equipment when the initial acquisition cost exceeds \$5,000. Items below \$5,000 are reflected in the supplies category and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation. Depreciation costs for allowable equipment used solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- K. Telephone/Communications - Long distance and local calls are charged to programs if readily identifiable. Other telephone or communications expenses that benefit more than one program will be allocated to those programs based on the ratio of each program's

expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- L. Training/Conferences/Seminars – Allocated to the program benefiting from the training, conferences or seminars. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries. Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries.

- M. Auto Allowance/Travel Costs - Allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries. Travel costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries.

- N. Vehicle Costs (Vehicle lease payments, vehicle maintenance costs associated with leased vehicles) - Allocated to the program benefiting from the vehicle costs. Vehicle costs that benefit more than one program will be allocated to those programs based on the ratio of each program's salaries to the total of such salaries. Travel costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries.

- O. Facilities Expenses (includes Rent, Utilities, Maintenance, Mortgage Interest & Depreciation, and Property Taxes) Allocated based upon usable square footage. The ratio of total square footage used by all personnel to total square footage is calculated. Facilities costs related to general and administrative activities are allocated to program based on the ratio of program square footage to total square footage.

- P. Special Costs (Assistance to Individuals) - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- Q. Other Costs (including membership dues, licenses, fees, etc.) - Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based the ratio of the costs to total expenses. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

R. Unallowable Costs – Costs that are unallowable in accordance with OMB Circular A-87, including alcoholic beverages, bad debts, advertising (other than help-wanted ads), contributions, entertainment, fines and penalties.

WORKPLAN AND SCHEDULE

Mono County Thermal Biomass Project

A. WORKPLAN AND SCHEDULE NARRATIVE

Authorization from the Bureau of Land Management, National Environmental Quality Act (NEPA) compliance and California Environmental Quality Act (CEQA) compliance shall be obtained prior to project award.

Task 1: Contracts with the Sierra Nevada Conservancy (SNC) and technical assistance consultant

Mono County will work with the SNC to establish and authorize the appropriate contract paperwork for grant funding. Mono County will work with TSS Consultants of Rancho Cordova, CA, who completed the County's Biomass Feasibility Study in March 2014, on a contract for technical assistance to staff in the coordination of the project. The technical assistance is necessary to ensure project staff across the multiple involved departments has a clear understanding of the feasibility study results, project parameters, and technical details.

Deliverables: Contract with Sierra Nevada Conservancy

Contract with TSS Consultants

Timeline: January 2015

Task 2: Project Coordination

Staff from the Mono County Planning Division was the primary lead in the Biomass Feasibility Study, and this project includes transferring the lead to Public Works Department staff and including Finance Department staff. With technical assistance from TSS Consultants, the results of the feasibility study and determination of staff roles will be integrated with the workplan, along with any necessary refinements.

Deliverables: Assignment of staff roles

Refined workplan (if needed)

Timeline: February – March 2015

Task 3: Regional Planning Advisory Committee (RPAC)/Community Outreach

Continued public information and engagement is critical to the success of the project. The Mono County Planning Division maintains citizen committees that are advisory to the Board of Supervisors on planning matters, and the Bridgeport Valley RPAC is very active. The results of the Biomass Feasibility Study and this project concept were briefly reviewed with the RPAC at the May 15, 2014 meeting, and information will continue to be shared with the RPAC and community as the project progresses and more specific details become available. The RPACs typically review only planning policies and have no approval authority over private development projects; however, County projects are often vetted in this community forum.

Deliverables: RPAC agenda & meeting notes

Timeline: March 19, 2015

Task 4: Quarterly Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during Quarter 1, January – March 2015.

Deliverables: Request for Payment

Timeline: By April 30, 2015

Task 5: Thermal Unit Request for Proposals

Utilizing the RFP template and initial list of thermal biomass vendors provided in the feasibility study, Mono County will fly, evaluate, and select a thermal biomass vendor and unit through a competitive process to ensure the best product

WORKPLAN AND SCHEDULE

Mono County Thermal Biomass Project

and pricing. Evaluation criteria may include the following: company and equipment track record, company longevity and total installations, ease of maintenance, operating and maintenance costs, air emissions, feedstock parameters, local installations, price, and unit size.

Deliverables: Request for Proposals and responses

Vendor and unit selection

Timeline: April – June 2015

Task 6: Regional Planning Advisory Committee (RPAC)/Community Outreach

The RPAC/community shall be updated on the project to date.

Deliverables: RPAC agenda & meeting notes

Timeline: June 18, 2015

Task 7: Plans, Specifications and Engineering

Mono County will work with the selected vendor and, if necessary, an external engineering firm, to develop the plans, specifications and engineering necessary for construction documents.

Deliverables: Construction documents

Timeline: June – July 2015

Task 8: Required Permits

The County will apply for a Great Basin Unified Air Pollution Control District (GBUAPD) fuel burning equipment permit and a County building permit. The GBUAPCD provided technical advice during the feasibility study, and air quality emission requirements are documented. The vendor/unit selected through the RFP process shall meet the air emission requirements to ensure compliance with this permit. In addition, a building permit application shall be submitted to the Mono County Building Division to ensure compliance with the California Building Code. No fees are charged for County projects.

Deliverables: GBUAPCD fuel burning equipment permit

Building permit

Timeline: June – July 2015

Task 9: Quarterly Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during Quarter 2, April – June 2015.

Deliverables: Request for Payment

Timeline: By July 31, 2015

Task 10: 6-month Progress Report

The County will submit a 6-month progress report to the SNC for January – June 2015.

Deliverables: Progress report

Timeline: By July 31, 2015

Task 11: Equipment Acquisition and Installation

WORKPLAN AND SCHEDULE

Mono County Thermal Biomass Project

The County will acquire and install the selected equipment per the construction documents and permits. This task includes mechanical integration and operator training.

*Deliverables: Equipment
On-site installation*
Timeline: July – December 2015

Task 12: Quarterly Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during Quarter 3, July - September 2015.

Deliverables: Request for Payment
Timeline: By October 31, 2015

Task 13: Quarterly Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during Quarter 4, October – December 2015.

Deliverables: Request for Payment
Timeline: By January 31, 2016

Task 14: 6-month Progress Report

The County will submit a 6-month progress report to the SNC for July – December 2015.

Deliverables: Progress report
Timeline: By January 31, 2016

Task 15: Testing, Monitoring, Performance Evaluation

The County will test, monitor and report the first year of operations, including ease of maintenance, operating and maintenance costs, heating performance, and cost savings. This task includes an annual renewal for the GBUAPCD permit and any operations and maintenance costs.

*Deliverables: Cost savings and performance analysis
GBUAPCD annual permit*
Timeline: January – December, 2016

Task 16: Semi-Annual Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during the first half of 2016, January – June.

Deliverables: Request for Payment
Timeline: By July 31, 2016

Task 17: 6-month Progress Report

The County will submit a 6-month progress report to the SNC for January – June 2016.

Deliverables: Progress report
Timeline: By July 31, 2016

WORKPLAN AND SCHEDULE

Mono County Thermal Biomass Project

Task 18: Semi-Annual Request for Payment to SNC

The County will submit a Request for Payment for costs identified in the budget and incurred during the second half of 2016, July – December.

Deliverables: Request for Payment

Timeline: By December 31, 2016

Task 19: Final Sierra Nevada Conservancy (SNC) progress report and grant closeout

The County will submit a final report to the SNC for July – December 2016, and closeout the grant funded project.

Deliverables: Final report

Timeline: By December 31, 2016

WORKPLAN AND SCHEDULE
Mono County Thermal Biomass Project

B. WORKPLAN AND SCHEDULE TABLE

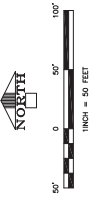
TASK	PROJECT DELIVERABLES	TIMELINE
1. Contracts: SNC & Technical Assistance	Contracts with SNC and TSS Consultants	Jan. 2015
2. Project Coordination	Assignment of roles, refined work plan	Feb. – Mar. 2015
3. RPAC/Community Outreach	RPAC agenda & meeting notes	Mar. 2015
4. BLM Authorization/NEPA	BLM Authorization, Categorical Exclusion	Mar. – July 2015
5. Quarterly Request for Payment to SNC (Jan-Mar 2015)	Request for Payment to SNC	Apr. 2015
6. Thermal Unit Request for Proposals	RFP & responses, Vendor/unit selection	Apr. – June 2015
7. RPAC/Community Outreach	RPAC agenda & meeting notes	June 2015
8. Plans, Specs, and Engineering	Construction documents	June – July 2015
9. Required Permits	GBUAPCD permit, building permit	June – July 2015
10. Quarterly Request for Payment to SNC (Apr-June 2015)	Request for Payment to SNC	July 2015
11. 6-month SNC progress report (Jan-June 2015)	Progress report	July 2015
12. Equipment Acquisition & Installation	Equipment and installation on site	July – Dec. 2015
13. Quarterly Request for Payment to SNC (Jul-Sept 2015)	Request for Payment to SNC	Oct. 2015
14. Quarterly Request for Payment to SNC (Oct-Dec 2015)	Request for Payment to SNC	Jan. 2016
15. 6-month SNC progress report (July-Dec 2015)	Progress report	Jan. 2016
16. Testing, monitoring, performance evaluation	Cost savings & performance analysis, GBUAPCD annual permit	Jan. – Dec. 2015
17. Semi-annual Request for Payment to SNC (Jan-Jun 2016)	Request for Payment to SNC	July 2016
18. 6-month SNC progress report (Jan-Jun 2016)	Progress report	July 2016
19. Final Request for Payment to SNC (Jul-Dec. 2016)	Request for Payment to SNC	Dec. 2016
20. Final SNC progress report/grant closeout (Jul-Dec. 2016)	Final report/closeout	Dec. 2016

LONG-TERM MANAGEMENT PLAN

Mono County Thermal Biomass Project

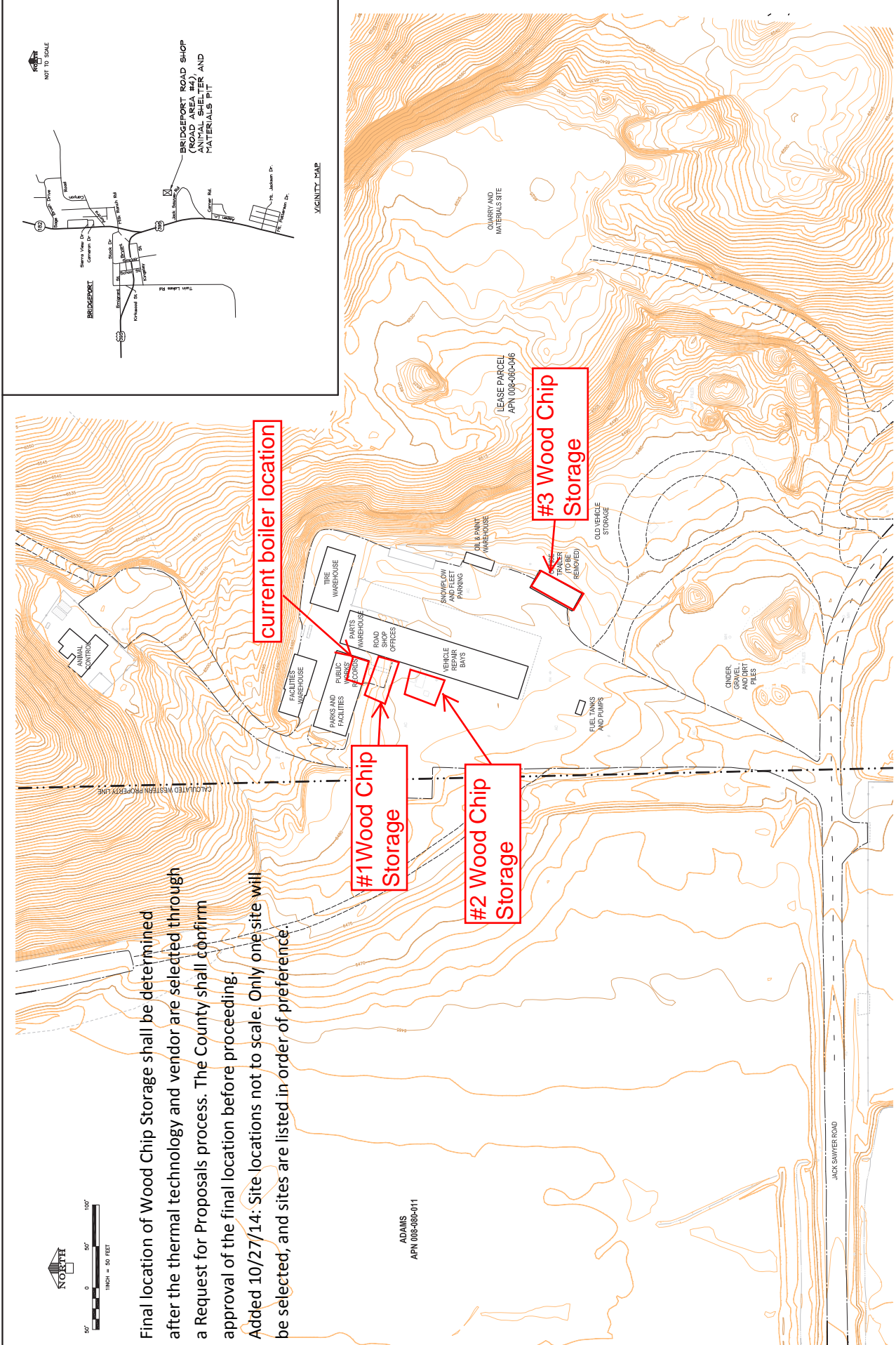
Mono County's long-term management plan for the thermal biomass boiler system is simple. Staff will be fully trained in the operations and maintenance needs of the system, and will care for the system on a daily basis for the life of the equipment. A long-term fuel supply is anticipated to be available from forest-sourced biomass and urban wood waste (including defensible space treatments), as explained in the project narrative.

Biomass thermal units are typically more expensive to operate and maintain than propane boilers. Staff training, annual air permit renewals, hours of maintenance, and equipment costs all contribute to the increased expenses. These costs will be funded for the life of the project by the savings generated by utilizing biomass over the cost of propane.



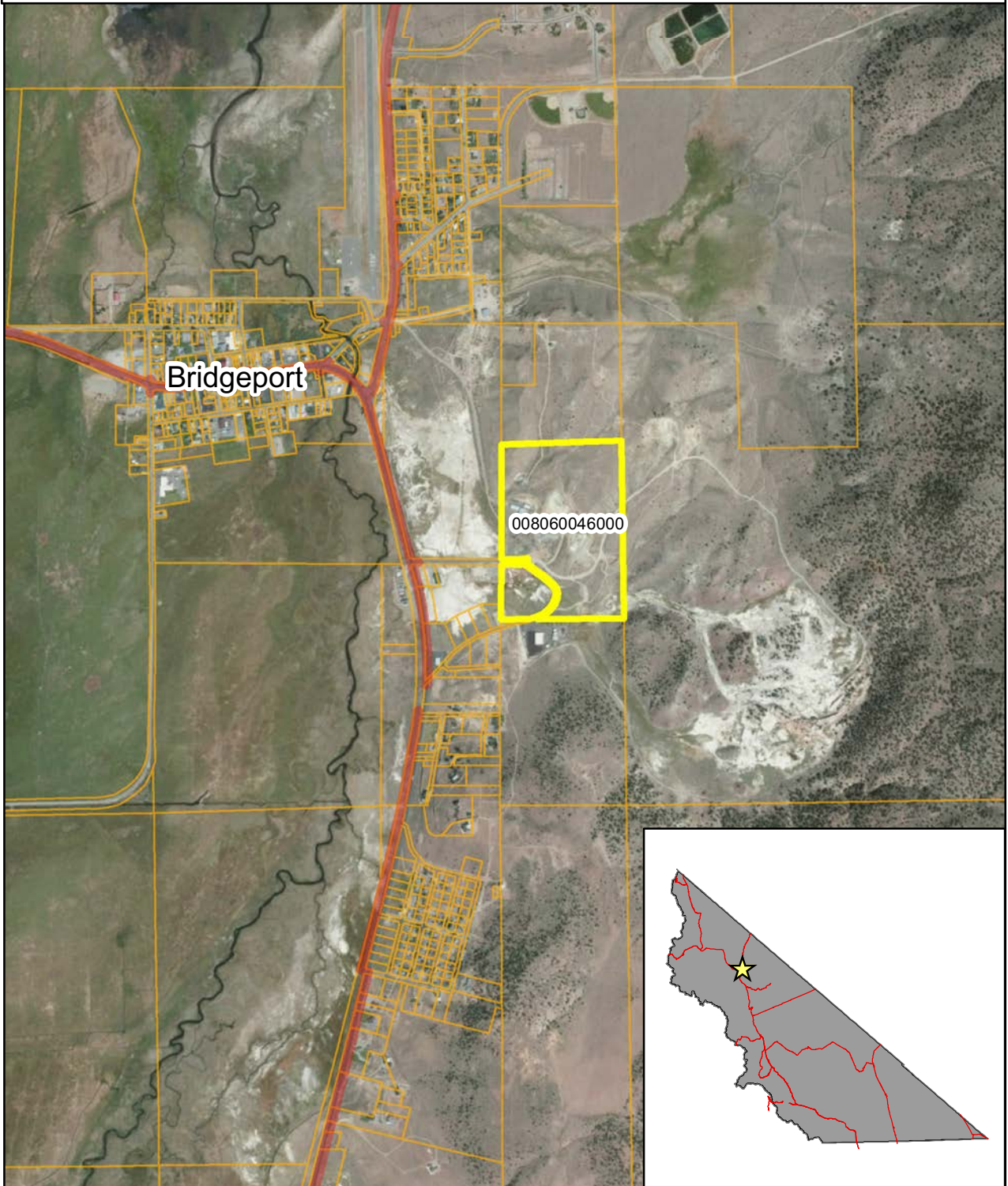
Final location of Wood Chip Storage shall be determined after the thermal technology and vendor are selected through a Request for Proposals process. The County shall confirm approval of the final location before proceeding.

Added 10/27/14: Site locations not to scale. Only one site will be selected, and sites are listed in order of preference.



ADAMS
APN 008-088-011

Bridgeport Thermal Biomass Project Location Map



0 0.25 0.5 1 Miles



EQUIPMENT PICS AND DESCRIPTIONS

The following project site photos are provided in response to grant application instructions. As the project is for a biomass utilization unit, the project site is the installation location.

the

BOILER (1)

AJAX : WGB-2500S

2,500,000 BTU

PROPANE



AIR HANDLER (1)

HV-2

6000 CFM



EQUIPMENT PICS AND DESCRIPTIONS

FAN COILS (7)
UH-4 THRU UH-10
154,000 BTU



FAN COILS (2)
UH-1 & UH-2
115,000 BTU



FAN COILS (3)
UH-3 & UH-3A + 1
11,000 BTU



May 27, 2014

Mono County
Attn: Wendy Sugimura
PO Box 347
Mammoth Lakes, CA 93546

RE: LETTER OF SUPPORT FOR MONO COUNTY'S THERMAL BIOMASS PROJECT


Dear Wendy:

As a member of the Eastside Biomass Project Team, I fully support "Mono County's Thermal Biomass Project" in Bridgeport. By utilizing forest-sourced and urban (including defensible space) wood waste for heat, the County will be supporting the reduction of catastrophic wildfire risk, improvement of forest habitat and resilience, treatment of forest pests, and restoration of meadow structure and function. In addition, the project will provide an example in California of a successful thermal biomass project, providing a template for other thermal projects and expanding the uses of forest-sourced biomass.

The conclusions of the "Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Productions Utilization in Mono County, California" completed by our Project Team supports thermal biomass as a viable option.

I would like to thank the Sierra Nevada Conservancy for inviting Mono County to apply for grant funds for this project, as it validates many years of voluntary meetings to explore biomass utilization questions. I fully support Mono County's grant application.

Sincerely,

 for Byng Hunt
Direction to sign via email
Byng Hunt 5/27/14
Mono County Board of Supervisors
District 5

Date 5-27-2014

Mono County
Attn: Wendy Sugimura
PO Box 347
Mammoth Lakes, CA 93546

RE: LETTER OF SUPPORT FOR MONO COUNTY'S THERMAL BIOMASS PROJECT

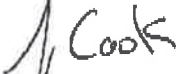
Dear Wendy:

As a member of the Eastside Biomass Project Team, I fully support "Mono County's Thermal Biomass Project" in Bridgeport. By utilizing forest-sourced and urban (including defensible space) wood waste for heat, the County will be supporting the reduction of catastrophic wildfire risk, improvement of forest habitat and resilience, treatment of forest pests, and restoration of meadow structure and function. In addition, the project will provide an example in California of a successful thermal biomass project, providing a template for other thermal projects and expanding the uses of forest-sourced biomass.

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I would like to thank the Sierra Nevada Conservancy for inviting Mono County to apply for grant funds for this project, as it validates many years of voluntary meetings to explore biomass utilization questions. I fully support Mono County's grant application.

Sincerely,



Greg Cook
President G.C. Forest Products Inc.



United States
Department of
Agriculture

Forest
Service

Inyo National Forest

Mammoth Ranger Station
P.O. Box 148
Mammoth Lakes, CA 93546
(760) 924-5500
(760) 924-5531 TDD

File Code: 2460

Date: May 27, 2014

Mono County
Attn: Wendy Sugimura
P.O. Box 347
Mammoth Lakes, CA 93546

Ms. Sugimura:

As a member of the Eastside Biomass Project Team, I fully support "Mono County's Thermal Biomass Project" in Bridgeport. By utilizing forest-sourced and urban (including defensible space) wood waste for heat, the County will be supporting the reduction of catastrophic wildfire risk, improvement of forest habitat and resilience, treatment of forest pests, and restoration of meadow structure and function. In addition, this project will provide an example in California of a successful thermal biomass project, providing a template for other thermal projects and expanding the uses of forest-sourced biomass.

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Sincerely,

SCOTT KUSUMOTO
Interagency Vegetation Management Team





NOTICE OF EXEMPTION

FILED

SEP 12 2014

MC 14-10

TO: Office of Planning and Research
PO Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

MONO COUNTY CLERK

FROM: Mono County Community Development
PO Box 347
Mammoth Lakes, CA 93546

Project Title: Bridgeport Road Shop Thermal Biomass Project
Project Applicant: Mono County
Project Location – Specific: 207 Jack Sawyer Road, Bridgeport, California
Project Location - City: NA **Project Location - County:** Bridgeport, Mono County

Description of Nature, Purpose, and Beneficiaries of Project:

The goal of the "Mono County Thermal Biomass Project" is to sustainably utilize biomass resulting from activities associated with reducing catastrophic wildfire risk (including defensible space treatments), improving forest habitat and resilience, treating forest pests, and restoring meadow structure and function. A secondary goal is to provide a model in California of a successful thermal biomass project, potentially paving the way for other thermal projects and expanding the utilization of forest-sourced biomass. The project proposes to remove and replace the current, outdated, and inefficient propane boiler system at the County Road Shop and Parks/Facilities building in Bridgeport with a new 2.5 MMBtu/hour or less thermal biomass boiler system. The biomass boiler will be permitted by the Great Basin Unified Air Pollution Control District, installed within the current boiler footprint, and provide heat for approximately 12,855 square feet. The mechanical room will be retrofitted to accommodate a fuel hopper and water storage tank, and existing piping and pumps will be reconfigured as necessary for full system integration. Staff will be fully trained in system operations and maintenance, and a new wood chip storage building of up to 960 square feet will be constructed on-site to ensure one week of fuel supply. The thermal unit would consume a maximum of 367 bone dry tons (BDT) of biomass a year.

Name of Public Agency Approving Project: Mono County

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15302(c), 15303(e)
- Statutory Exemptions. State code number:

Reasons why project is exempt:

The biomass boiler is located on the same site as the system being replaced, will have the same purpose and capacity, and is a replacement of an existing utility system involving no expansion of capacity. The unit will be compliant with air quality regulations as required by the Great Basin Unified Air Pollution Control District. The new wood chip storage building of up to 960 square feet is an accessory structure to the Road Shop and is not larger than a typical two-car garage. Three potential sites have been identified, and all are on previously disturbed sites and with no known environmental impacts.

Lead Agency Contact Person: Wendy Sugimura

Area Code/Telephone/Extension: (760) 924-1814

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Posted thru 10/13, 2014
Mono County Clerk-Recorder

Signature: Wendy Sugimura Date: 9/11/14 Title: Assoc Analyst

- Signed by Lead Agency
- Signed by Applicant



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).
Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

10/8/2014 2:35 PM	County Administrative Office	Yes
10/28/2014 11:45 AM	County Counsel	Yes
9/24/2014 4:30 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

TIME REQUIRED

SUBJECT Closed Session - Performance
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
10/27/2014 4:14 PM	County Administrative Office	Yes
10/28/2014 11:45 AM	County Counsel	Yes
10/27/2014 6:34 PM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE November 4, 2014

TIME REQUIRED

SUBJECT Conference with Real Property
Negotiators

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill Site.
Agency negotiators: Tony Dublino/Jim Leddy and Stacey Simon. Negotiating parties: LADWP. Under negotiation: Price and terms.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
10/28/2014 9:24 AM	County Administrative Office	Yes
10/30/2014 8:54 AM	County Counsel	Yes
10/28/2014 4:10 PM	Finance	Yes