



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 Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting June 18, 2019

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 Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. 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. Board Minutes

Departments: Clerk of the Board

Approval of the Board minutes of the regular meeting on May 7, 2019.

Recommended Action: Approve the Board minutes of the regular meeting on May 7, 2019.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of the Board minutes of the regular meeting on May 21, 2019.

Recommended Action: Approve the Board minutes of the regular meeting on May 21, 2019.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of the Board minutes of the special meeting on May 28, 2019.

Recommended Action: Approve the Board minutes of the special meeting on May 28, 2019.

Fiscal Impact: None.

D. Board Minutes

Departments: Clerk of the Board

Approval of the Board minutes of the special meeting on May 29, 2019.

Recommended Action: Approve the Board minutes of the special meeting on May 29, 2019.

Fiscal Impact: None.

E. Property Tax Software Maintenance Agreement and Web Services Addendum

Departments: Finance

2019-20 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

Recommended Action: Approve proposed contract with Megabyte Systems, Inc. for software maintenance of the Megabyte System and approve proposed contract addendum with Megabyte Systems, Inc. for web services, both pertaining to the county property tax system.

Fiscal Impact: Maintenance Agreement - not to exceed \$125,000 and addendum for web services - \$7,330, for FY 2019-20, which are included in the recommended budget for FY 2019-20. Total contract not to exceed \$132,330. The cost is split between Finance and Assessor departments.

F. Agreement with Chalfant Valley Fire Protection District for the Provision of Emergency Medical Services Transport and Basic Life Support

Departments: EMS

Proposed Agreement with Chalfant Valley Fire Protection District pertaining to the provision of emergency medical services.

Recommended Action: Approve County entry into proposed Agreement and authorize the Chair of the Board of Supervisors to execute said Agreement on behalf of the County.

Fiscal Impact: \$5,000 annually. Budgeted for FY 2019/2020. Agreement continues through June 2025 if not earlier terminated.

G. Ryan White HIV/AIDS Program Grant Agreement # 18-10877

Departments: Public Health

Proposed contract with California Department of Public Health, Ryan White HIV/AIDS Program pertaining to Grant agreement # 18-10877.

Recommended Action: Approve Ryan White HIV/AIDS Program Grant Agreement # 18-10877 and authorize the Public Health Director's signature on the following documents: CDPH 1229, Certification Regarding Lobbying, Contractor Certification Clauses 04/2017, Darfur Contracting Act Certification, and California

Civil Rights Laws Attachment Certification. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the 5-year contract period of April 1, 2019 - March 31, 2024 with approval as to form by County Counsel.

Fiscal Impact: There is no impact to the Mono County General Fund. The Ryan White HIV/AIDS Program provides an allocation of \$44,550 per fiscal year, totaling \$222,750 for the 5-year contract period.

H. Letter of Support for Caltrans Application for the Proposition 68 Wildlife Corridor and Fish Passage Grant

Departments: Board of Supervisors

A letter from the Board of Supervisors to the California Department of Fish and Wildlife in support of the California Department of Transportation District 9 application for the Wildlife Corridor and Fish Passage grant program.

Recommended Action: Approve and authorize Chair to sign proposed letter as drafted or as revised.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Agricultural Commissioner's Office Department Update June 2019

June 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

B. Application for Alcoholic Beverage License - Fern Creek Lodge in June Lake, LLC

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Fern Creek Lodge in June Lake, LLC.

C. Inyo National Forest - Mammoth Ranger District Proposed Frisbee Golf Course

The Mammoth Ranger District of the Inyo National Forest is soliciting input for the proposed Shady Rest Frisbee Golf Course. The Forest Service is proposing to permit the Town of Mammoth Lakes to develop 18 tee pads with removable baskets and tee signs through the project area, which is proposed adjacent to Shady Rest Park.

D. Emergency and Public Services Provided in Eastern Madera County

Madera County Board of Supervisors response to a letter from the Mono County Board of Supervisors May 7, 2019 letter regarding the public safety and public service issues in the Reds Meadow / Middle Fork San Joaquin River area of eastern Madera County.

7. REGULAR AGENDA - MORNING

A. Mammoth Lakes Foundation Update

Departments: Clerk of the Board

35 minutes (20 minute presentation, 15 minute discussion)

(Rich Boccia, Mammoth Lakes Foundation) - An update from Rich Boccia, Executive Director of Mammoth Lakes Foundation.

Recommended Action: Informational only.

Fiscal Impact: None.

B. Summary Road Vacation on Western Portion of Raymond Avenue

Departments: Public Works - Engineering Division

15 minutes (5 minutes presentation, 10 minutes discussion)

(Garrett Higerd) - Summary Vacation of a portion of Raymond Avenue "excess right-of-way" in June Lake that has never been constructed and contains wetlands.

Recommended Action: 1. Receive staff report regarding the Summary Road Vacation for a portion of Raymond Avenue in June Lake. Provide any desired direction to staff. 2. Consider and potentially adopt Resolution No. R19-___, A Resolution of the Mono County Board of Supervisors for Summary Vacation of Excess Right-of-Way along the Western Portion of Raymond Avenue" in June Lake, California; and, 3. Direct the Clerk of the Board to record a certified copy of the fully-executed resolution with the County Recorder. 4. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301 and §15061(b)(3). Direct the Public Works Director to file a Notice of Exemption for the project consistent with 14 CCR §15062.

Fiscal Impact: None. This action will not increase or decrease road maintenance revenues or expenditures.

C. Rename Southern Portion of "Brenner Street" to "Raymond Avenue"

Departments: Public Works Department

PUBLIC HEARING 10 AM: 15 minutes (5 minutes presentation, 10 minutes discussion)

(Garrett Higerd) - Public Hearing Regarding Proposed Name Change of a Portion of "Brenner Street" to "Raymond Avenue" [June Lake, California]

Recommended Action:

1. Conduct a Public Hearing on proposed name change to the portion of “Brenner Street” south of Knoll Avenue to “Raymond Avenue” in June Lake, California.
2. Following the Public Hearing, make the following findings:
 - A. That the portion of Brenner Street under consideration is a public road;
 - B. That the existing name of the portion of Brenner Street under consideration is confusing, duplicative, or otherwise undesirable;
 - C. That, the the confusing, duplicative or otherwise undesirable name of the portion of Brenner Street under consideration has the potential to impede emergency response to the properties along the road; and
 - D. The threat to public health and safety posed by the confusing nature of the existing name of the portion of Brenner Street under consideration outweighs any expense or inconvenience that would be incurred by property owners along the road were the road named or renamed.
3. Direct the County Engineer to record documents memorializing the board of supervisor's action with respect to the name of the road and provide notice of the change to affected parties pursuant to requirements included in the Streets & Highways Code and Mono County Code.

Fiscal Impact: None.

D. Authorization to Bid the Eastside Lane Rehabilitation Project - Phase 1

Departments: Public Works

15 minutes

(Chad Senior) - This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane. The base bid for the project begins road rehabilitation at the Offal Road intersection and continues north on Eastside Lane for 1.3 miles. Project bid alternates are included for work to extend the road rehabilitation 0.5 miles to the Cunningham Lane intersection. The existing asphalt concrete will be recycled in-place for reuse on this project by implementing full-depth reclamation (FDR).

Recommended Action: Approve bid package, including the project manual and project plans, for the Eastside Lane Rehabilitation Project – Phase 1. Authorize the Public Works Department to advertise an Invitation for Bids. Provide any desired direction to staff.

Fiscal Impact: This project is programmed for \$1,649,830 of federal State Transportation Improvement Program (STIP) funds (88.53 percent) and Caltrans Toll Credits (11.47 percent). Exact costs will be based on actual bids. Should Caltrans Toll Credits become unavailable, another funding source(s) would be needed for the local match (RTIP reserve shares or SB1 RMRA).

E. FY 2019-2020 Budget Update

Departments: CAO, Finance

30 minutes

(Dave Willbrecht, Janet Dutcher) - CAO and Finance will update the Board about the FY 2019-2020 budget development and process.

Recommended Action: Receive information and provide direction to staff, if desired.

Fiscal Impact: None.

F. Ordinance Proposing an Amendment to Mono County Code Section 10.17.100 – Use Restrictions in County Skateboard Parks

Departments: County Counsel

15 minutes

(Jason Canger) - Proposed Ordinance No.19-__: An ordinance of the Mono County Board of Supervisors amending Chapter 10.17, Section 10.17.100 of the Mono County Code to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

G. Amendment to Mono County Code Chapter 7.08 - Retail Food Facilities

Departments: Health Department; County Counsel

15 minutes

(Louis Molina) - Amendment to Chapter 7.08 - Retail Food Facilities, which will incorporate and adopt the California Retail Food Code, by reference, with a single change to restroom requirements for food facilities with onsite customer seating.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact.

H. 2019 Crop and Livestock Report

Departments: Agricultural Commissioner

20 minutes

(Nathan D. Reade, Agricultural Commissioner) - Presentation by Nathan Reade regarding 2019 Mono County Crop and Livestock Report.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

8. 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.)

9. CLOSED SESSION

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

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. REGULAR AGENDA - AFTERNOON

A. Lundy Hydroelectric Project - Water Management Issues

Departments: Board of Supervisors

1 hour

A member of the public notified the Board of Supervisors by email on May 31, 2019, and during public comment on June 4th, that changes to water releases from Southern California Edison's (SCE) Lundy hydroelectric plant, specifically the redirection of water exiting the plant into Mill Creek, resulted in the dewatering of Wilson Creek during early May. The Board requested that the matter be agendized for further discussion and possible action.

Recommended Action:

No recommendation from staff.

People for Mono Basin Preservation (PMBP) requests that Mono County initiate legal action to prevent water exiting the Lundy hydroelectric plant from being returned to Mill Creek until such time as the State Water Resources Control Board, or the court, addresses public trust impacts resulting from the diminishment of water supplied to Wilson Creek.

Fiscal Impact: None at this time.

B. Transitional Housing Proposal

Departments: Community Development, Social Services, IMACA

30 minutes (10 minute presentation, 20 minute discussion)

(W Sugimura, L Emerson, K Peterson) - There is a demonstrated need for Transitional Housing in Mono County. Currently there are no available beds in the County for people that are homeless but that can be assisted and placed in appropriate housing. The last point-in-time count of persons experiencing homelessness on January 24, 2019, indicates that only one person was sheltered and 68 were unsheltered. Homeless service providers in the Eastern Sierra receive frequent requests for this type of housing because it takes a significant amount of time to place participants. The Eastern Sierra Continuum of Care has identified the county-owned Birch Creek Condominium located at 40 Willow Avenue, #5, June Lake, CA as a potential site for transitional housing. If approved, the condominium would be a resource for Eastern Sierra Continuum of Care (CoC) service providers and assist individuals or families experiencing or at imminent risk of homelessness transition to permanent housing.

Recommended Action: Direct County staff to move forward a proposal by Inyo Mono Advocates for Community Action (“IMACA”) to purchase a County owned condo located at 40 Willow Avenue, Birch Creek #5, June Lake, CA 93529 for use as transitional housing.

Fiscal Impact: There is no fiscal impact related to this item. If a sale is to occur, the terms will be brought forward at a future date.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

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)

Approval of the Board minutes of the regular meeting on May 7, 2019.

RECOMMENDED ACTION:

Approve the Board minutes of the regular meeting on May 7, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
5-7-19 Draft Minutes

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes
6/11/2019 1:30 PM	County Counsel	Yes
6/6/2019 3:16 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 Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
May 7, 2019**

Flash Drive	Board Room Recorder
Minute Orders	M19-84 – M19-98
Resolutions	R19-26 – R19-29
Ordinance	ORD19-02 Not Used

9:01 AM Meeting Called to Order by Chair Peters.
Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Halferty.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Welcomed Interim CAO Dave Wilbrecht.

Pledge of Allegiance led by Dave Wilbrecht.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Carolyn Webb, Virginia Lakes Resort:

- Brought documents, better idea of why Fish and Wildlife is going through regulation changes.
- Supervisor Peters advised her that the item is on today's agenda, so she can speak about it then.

2. RECOGNITIONS

**A. California State Association of Counties Technology Executive Credential
- Kirk Hartstrom**

Note:

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

Departments: Information Technology

(Nate Greenberg; Kirk Hartstrom) - CSAC Institute for Excellence in County Government is a professional, practical continuing education program for senior county staff and elected officials. The CSAC Technology Credential program is focused on management level technology professionals who are interested in furthering their skills at overseeing the complexities of the evolving technology space while simultaneously managing staff. Kirk Hartstrom recently completed the CSAC Technology Credential program and was presented with an award during a recent CCISDA meeting in Monterey.

Action: None.

Nate Greenberg, IT Director:

- Gary Coverdale received Chief Information Security Officer. Received a Lifetime Achievement award.
- Discussed the accomplishments of Kirk Hartstrom. Presented the certificate.

Kirk Hartstrom:

- Spoke, expressed gratitude for the opportunity and to the Board.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Dave Wilbrecht, Interim CAO:

- Appreciates the opportunity to return to the County.
- Pleased with the organization.
- Budget, Civic Center, Strategic Plan, Labor Negotiations,
- Goal is to implement changes without affecting how the next CAO may want to do things.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- March 31 - completed audit reports issued.
- Item on the agenda next week to present financial statements.
- Passed out bound copies of the report (available as additional documents).

Justin Nalder, Solid Waste Superintendent:

- Second year of flow agreement with the Town of Mammoth Lakes (TOML). Was put in place as insurance of waste flow to Benton crossing landfill.
- April 20 community clean up event in Lee Vining. Household hazardous and universal waste. Collected 240 pounds of waste.
- April 30 presentation at Bridgeport Elementary School of the lifecycle of plastics. The children took a tour of facility in Bridgeport.
- May 11, June Lakes is hosting fire prevention and community clean up day. Mostly organic material coming in.
- Supervisor Stump – TOML is holding a cleanup day; Supervisor Corless – scheduled for June 8.

Nate Greenberg:

Note:

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- Update on total communications outage in Mono and Inyo counties. Fiber cut North of Independence. Also impacting cell service.
- System down in Bridgeport and most of the County outside of Crowley, Mammoth, and June Lake.
- Not sure what cause is, nor the ETA.
- March 23 – 24 outage, received direction from Board to contact CPUC regarding these issues. Letter drafted shortly afterwards. But TOML was interested in co-signing. Was ready to send out this morning right before hearing about the outage today, so will wait, to allow Inyo to sign.
- Supervisor Halferty: How does the fiber optic impact the Cellular? Essentially the fiber optic, also delivers ethernet service to other service providers.

Sheriff Braun:

- Mono County 911 is working. Cell service is spotty.
- Supervisor Peters: Discussed the Sheriff's Department response to a driver driving into a building in Bridgeport.
- Boat capsized on Bridgeport Reservoir, but everyone is okay.

Wendy Sugimura, Community Development Director:

- Update on Planning Commission activities.
- At the April meeting, Jake Suppa brought to the commission an interpretation of whether or not applications for a mobile food vendor could be taken in at properties up in Coleville / Walker, since they aren't technically commercial. The planning commission approved.
- Other activities: North County Water Transaction, Westside Energy Corridor.
- Sage Grouse issues – counting has just finished in the Long Valley area. Counting is moving towards the Bodie area.
- USFW proposed listing for Sage Grouse - Comment period coming to a close later this month.
- Incident on Bridgeport Main Street, whatever the building commission can do to assist we will, Jason Davenport assisted over the weekend. Ken's sporting goods.

5. 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. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on April 9, 2019.

Action: Approval the minutes of the Regular Meeting held on April 9, 2019.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-84

B. Board Minutes

Departments: Clerk of the Board

Note:

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

Approval of minutes of Special Meeting held on April 11, 2019.

Action: Approve minutes of the Special Meeting held on April 11, 2019.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-85

C. Board Minutes

Departments: Clerk of the Board

Approval of minutes of Regular Meeting held on April 16, 2019, and the Adjourned Meeting held on April 17, 2019.

Action: Approve the minutes from the April 16, and April 17, 2019 meetings, as amended.

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M19-86

Supervisor Stump:

- Pulled item to be discussed.
- On page 6 of 15 - Continuation of new County Building topic from page 5 - please insert the word "not" into the last sentence of my comment to read. "... make sure that we are **not** diminishing the usability of the building for the public."

D. Board Minutes

Departments: Clerk of the Board

Approval of minutes of Special Meeting held on April 18, 2019.

Action: Approve the minutes of Special Meeting held on April 18, 2019.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-87

E. Cooperative Agreements Pertaining to Assistance with Tioga Pass Spring Opening

Departments: Public Works

The National Park Service and Caltrans have both initiated snow removal operations on Highway 120 this year. As of the writing of this report, no formal requests for assistance have been received, but this approval will enable the Department of Public Works to act immediately if/when such requests emerge.

Action: Adopt proposed resolution R19-26, Authorizing the Public Works Director to execute and administer cooperative agreements to enable Department of Public Works personnel and equipment to assist with

Note:

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snow removal activities associated with Spring openings of Highway 120, Tioga Pass Highway.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R19-26

Returned to item after item 7c.

Re-open agenda item 5e to reconsider the second agreement produced to the Board.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M19-97

Stacey Simon:

- Agenda went to print with only one agreement, item re-opened so Tony Dublino could pass out the second draft agreement (available in additional documents).

Tony Dublino, Public Works Director:

- Mammoth Mountain would supply snow cats to aid in snow removal.
- Will be a correction from Alterra to Mammoth Mountain.

Supervisors Corless and Halferty recused themselves.

Authorize the Public Works Director to execute and administer cooperative agreements with the National Park Service and Mammoth Ski Area for the provision of snow removal assistance services on California State Route 120 and within Yosemite National Park, and authorize the Public Works Director to sign.

Gardner moved; Stump seconded

Vote: 3 yes; 0 no; 2 abstain

M19-98

Moved to item 10d.

F. FY 19-20 Boating Safety and Enforcement Financial Aid Program Agreement

Departments: Sheriff

The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs.

Action: Approve Resolution 19-27, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal

Note:

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Year 2019-20.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R19-27

G. Second Amendment to MOU with Deputy Sheriff's Association

Departments: Human Resources

Proposed Resolution Adopting and Approving Second Amendment to Memorandum of Understanding with Mono County Deputy Sheriff's Association, related to the County's deferred compensation plan.

Action: Adopt proposed resolution R19-28, Adopting and Approving Second Amendment to Memorandum of Understanding with Mono County Deputy Sheriff's Association, related to the County's deferred compensation plan.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R19-28

H. Mono County Fish and Wildlife Commission Appointments

Departments: Economic Development

(Jeff Simpson) - On April 1, 2019 the appointments of Jim King and Jeff Parker to the Mono County Fish and Wildlife Commission expired. In addition to those expiring terms, commissioner Dan Anthony sent in his resignation from the commission on February 5, 2019.

A Notice of Vacancy was published in local newspapers on the second week of March, resulting in one new application from James Ricks of Coleville. Mr. King and Mr. Parker wish to remain on the commission and be re-appointed for a new four-year term.

Action: The Board consider and appoint James Ricks and reappoint Jim King and Jeff Parker to a 4-year term on the Mono County Fish and Wildlife Commission starting May 1, 2019 and ending April 30, 2023.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-88

I. Mono County Economic Development, Tourism and Film Commission Appointments

Departments: Economic Development

(Jeff Simpson) - The appointment of Steve Morrison to the Mono County

Note:

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Economic Development, Tourism and Film Commission recently expired. In addition to that expiring term, commissioner Jimmy Little sent in his resignation from the commission January 29, 2019.

A Notice of Vacancy was published in local newspapers on the second week of March, resulting in one new application from Erinn Wells of Bridgeport. Mr. Morrison wishes to remain on the commission and be re-appointed for a new four-year term.

Action: The Board consider and appoint Erinn Wells and reappoint Steve Morrison to 4-year terms on the Mono County Economic Development, Tourism and Film Commission starting May 7, 2019 and ending April 30, 2023.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-89

J. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2019.

Action: Approve the Treasury Transaction Report for the month ending 3/31/2019.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-90

K. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 3/31/2019.

Action: Approve the Investment Report for the Quarter ending 3/31/2019.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-91

L. Public Defender Investigator Contract

Departments: CAO

Contract with Brian Grice for Public Defender Investigator Services from May 1, 2019 through April 30, 2021.

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

Note:

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staff.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-92

M. Letter to Madera County re: County Boundary Adjustment

Departments: CAO

On April 17, 2019, our Board received an update on efforts to work with Madera County to pursue a county boundary adjustment following several miscues related to emergency services in the Reds Meadow Valley/Middle Fork San Joaquin River area of Madera County in 2017 and 2018. The draft letter presented at that time has been updated to request that the Madera County Board of Supervisors formally consider our Board's request to adjust the county boundary at a time when members of our Board and other Eastside partners can be in attendance and provide testimony.

Action: Approve proposed letter to Madera County regarding the proposed County boundary adjustment and authorize Board Chair to sign.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-93

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Letter to California Department of Fish and Wildlife from Long Valley Fire Protection District re: Proposed New Fishing Regulations

A letter to the California Department of Fish and Wildlife from the Long Valley Fire Protection District regarding the proposed new fishing regulations, discussing safety issues with year-round fishing.

B. Inyo - Mono 4-H Road Runner Newsletter Spring 2019

The Inyo-Mono 4-H Road Runner Newsletter for Spring 2019.

C. Agricultural Commissioner's Office Department Update May 2019

May 2019 Department Update from the Inyo and Mono Counties Agricultural

Note:

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

Commissioner's Office.

D. Letter to LADWP re: Mono County Superior Court Case No. 10088

A letter from California Deputy Attorney General Nichole Rinke, Mono County District Attorney Tim Kendall, and Mono County Counsel Stacey Simon to Los Angeles Department of Water and Power (LADWP) acknowledging receipt of quarterly progress reports from LADWP and asking to arrange a call with LADWP to receive an update on its remaining tasks.

E. Caltrans Notice of Conway Ranch Shoulders Surveys

A letter from the California Department of Transportation (Caltrans) notifying the Board of Supervisors of studies / surveys that will be conducted for the proposed "Conway Ranch Shoulders" project, which are anticipated to start in May and be completed prior to November 2019.

7. REGULAR AGENDA - MORNING

A. Short-Term Rental (STR) Activity Permit 19-002/Thompson

Departments: Community Development

(Hailey Lang) - Public hearing regarding Short-Term Rental (STR) Activity Permit 19-002/Thompson, an owner-occupied short-term rental use involving one bedroom in an existing Single-Family Residential (SFR) house with a total of three bedrooms at 1613 Eastside Lane (APN 002-130-047) in Coleville.

Action: Conduct public hearing. Consider and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and file a Notice of Exemption; 2. Make required findings; approve STR Activity Permit 19-002 (subject to the findings and conditions) as recommended or with desired modifications.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M19-94

Public Hearing opened at 9:38 AM

Hailey Lang, Planning Analyst:

- Went through presentation.

Tish Thompson:

- Appreciate everyone who contributed to the process. Makes it easier to have a plan. It's nice to have the ABCs of the process made clear.

Public Hearing Closed at 9:48 AM

B. Presentation by Trout Unlimited

Departments: Board of Supervisors

Note:

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

(Sam Sedillo) - A presentation by Sam Sedillo, California Public Lands Organizer of Trout Unlimited on current activities and initiatives.

Action: None.

Sam Sedillo:

- Went through presentation (available in additional documents).
- Discussing the public lands work done throughout the state and in Mono County.
- Stump: would like to add to task list the joint recreation position. There is an initiative, "Tangle Free Waters," to create collection points for monofilament fishing line along streams and lakes to be collected and recycled.
- The organization tries to track angling, especially through surveys. Want to see increased license sales.
- Supervisor Peters: June 19 Town hall Meeting in Bridgeport at 6 PM, hopes that Sam could attend.
- Sent in a letter to CDFW regarding the regulations. Encourage everyone to make respectful comments.

April Sall, Bodie Hills Conservation Partnership:

- Applaud the work done by Trout Unlimited in the Eastern Sierra.

Carolyn Webb:

- Thanked TU for work on getting kids into fishing.

Jason Canger, Deputy County Counsel:

- County activities that he would like to make TU aware of:
- Litigation against LADWP involving waters of Owens River through the Lower Gorge.
- Recent proposal to develop hydroelectric power plant in mountains above Bishop.

Break: 10:20 AM

Reconvene: 10:30 AM

C. History of Fish Stocking in Mono County

Departments: Economic Development

(Jeff Simpson) - Presentation by Jeff Simpson regarding the history of fish stocking in Mono County, as well as an update on current status of Mono County trophy trout stocking program.

Action: None.

Jeff Simpson, Economic Development Manager:

- Mono County Fish and Wildlife Commission approved \$500,000 allocation for Tangle Free program. Coming to the Board May 21.
- Went through presentation (available in additional documents).

Public Comment:

(Unknown) King

Carolyn Webb, Virginia Lakes Resort

Misti Sullivan, Twin Lakes Resort

Lisa Cutting

D. California Department of Fish and Wildlife Proposed Fishing Regulations

Note:

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

Departments: Economic Development

(Jeff Simpson) - Presentation by Jeff Simpson regarding the new proposed fishing regulations by the California Department of Fish and Wildlife.

Action: None.

Jeff Simpson:

- Went through presentation (available in additional documents).
- Bishop scoping meeting was the most contentious one in the entire state.

Supervisor Gardner:

- Thinks we need to spend more time getting into the specifics.

Supervisor Halferty:

- In support of sending a letter that does not oppose the changes.

Supervisor Corless:

- Supports requesting that CDFW come and talk to the people more about this before setting regulations.

Supervisor Stump:

- Not in favor of sending a letter of support as it exists. In favor of them holding further workshops.

Supervisor Peters:

- Supports meeting with Fish and Wildlife.

Sam Sedillo:

- TU sent a letter. Included 3 recommendations:
- Not increase harvest or loosen gear restrictions.
- Provide documentation that can increase those changes.
- If seasons are expanded, it should be catch and release. Specifically, for spawning wild fish.
- Diversity in fishing experiences should be a primary goal.

Public Comment:

John (Unknown)

April Sall

Carolyn Webb

Name Unknown

Lisa Cutting

E. 2019 – 2024 Mono County Strategic Plan

Departments: Information Technology

(Nate Greenberg) - The 2019 – 2024 Mono County Strategic Plan is rooted in the organization's Vision, Mission, and Values – the underpinnings which describe *why* and *how* we do what we do. Articulated through five Initiatives, underlying Goals, and associated Outcomes, these are the major areas the County intends to move forward in the next five years through tactical work efforts by each department.

Action: Adopt the 2019-2024 Mono County Strategic Plan.

Note:

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

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M19-95

Nate Greenberg:

- Went through presentation (Available in additional documents).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION At 12:43 PM

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

Reconvene: 1:16 PM

Nothing to report out of Closed Session.

10. REGULAR AGENDA - AFTERNOON

A. Notice of Preparation for the Walker Basin Water Transaction Program EIR

Departments: Community Development

(Iain Fisher) - Presentation by Iain Fisher of Panorama Environmental, Inc., regarding a potential water transfer program for the restoration of Walker Lake and scoping of environmental impacts for a future Environmental Impact Report.

Action: None.

Wendy Sugimura:

- Introduced item.

Iain Fisher:

Note:

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

- Went through presentation (available in additional documents).

Supervisor Stump:

- Encouraged moving wildfire to the analysis. This is an opportunity that Mono County – having similar issues involving LADWP – to craft something so that the circumstance isn't recreated.

Supervisor Peters:

- It would be helpful if there was a more detailed GIS map to show who actually has rights to the water. When the potential participants look at the impacts, they should also look at the water rights.
- Stacey Simon: Owners felt it was an invasion of their privacy.
- Iain: Has the ownership information.

Jason Canger, Deputy County Counsel:

- Discussed decisions on 3 cases related to the "Walker River litigation" - Water rights decree; Whether or not the Walker Basin Paiute tribe should be entitled to a certain reserved water right; Procedural matters related to both of these cases.
- Stacey Simon: Overlap between litigation and this program is if sufficient water can be voluntarily acquired by a program such as this, it would remove the litigation.

B. Premium Energy, LLC's Application to the Federal Energy Regulatory Commission (FERC) for the Owens Valley Pumped Storage Project

Departments: Community Development

(Supervisor Stump, Michael Draper) - Discussion regarding the Owens Valley Pumped Storage Project application that has been filed with FERC and FERC's approval process.

Action: None.

Supervisor Stump:

- Confirmed that the Board had a chance to look at the staff report, so he asked Michael Draper to explain the item if necessary.
- Pump-back projects can be a good idea for energy generation, but this is not a good idea here. Issues to consider are:
- Notification is important. The Inyo National Forest Supervisor was not notified, though they would be an interested party. Does not appear that any of the governmental interested parties were notified.
- Public safety: Paradise and Swall Meadows would be put in jeopardy if they put in large reservoirs in an area that is seismically active and subject to avalanches. This project will also create penstocks up to 30 feet in diameter, and there is a history of penstock failure in the area.
- Electrical infrastructure – this area has been impacted by wildlife caused by electrical malfunction.
- Land use planning and protection of private property rights. Habitat for species and habitat corridor protection.

Michael Draper, Community Development:

- Provided overview of the item.

Public Comment:

Note:

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Liz O'Sullivan
Name not provided
Michael O'Sullivan
Fran Hunt
Evan Russell
Jora Fogg
Lynn Bolton

Hand out provided (available in additional documents).

Supervisor Gardner:

- Not much is known about Premium Energy.
- Echoed concern for seismic issues.
- How much power will we get out of this in the long run? Let's reduce energy use.

Supervisor Corless:

- Wants the Board to send a comment letter to FERC to not issue the preliminary application.
- Wishes to also communicate with Premium Energy to indicate the County's concern, if for nothing else to represent our constituents.
- Actively indicated that though the County supports renewable energy development, it has to be appropriately cited, since preservation of open space and natural values is a priority in this County.
- Did receive correspondence from Richard Harris, LADWP, stating that his organization has nothing to do with the actions of Premium Energy.

Supervisor Peters:

- Give them a path to bow out gracefully. But let them know that if they continue down this path, it will be a very bumpy road.

Wendy Sugimura:

- Board direction: Submit a comment letter now, including:
- Ask that FERC hold a public meeting for public input be held should the application be approved.
- Urge FERC not to grant the preliminary permit.
- Generally list environmental impacts and try to convey the extent and intensity of community concerns on impacts.
- Offer alternatives.
- CC Premium Energy.

Jason Canger:

- Suggested including the formulistic approach of pointing out what the application is missing.

Dave Wilbrecht:

- Possible that the letters coming forward may not have the horse power desired, so a resolution might better serve what the Board is trying to accomplish.

C. Comment Letter on LADWP "Field Data Collection in Long Valley" Project

Departments: Board of Supervisors

Comment letter on Los Angeles Department of Water and Power's (LADWP)

Note:

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

"Field Data Collection in Long Valley, Mono County" Project, which would involve the installation of 40 monitoring wells in the Long Valley Area. LADWP issued a Notice of Exemption under the California Environmental Quality Act on April 5, 2019.

Action: Approve and authorize the Chair to sign comment letter as drafted.

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M19-96

Stacey Simon:

- Introduced item.

Wendy Sugimura:

- Letter just received yesterday (Available in additional documents)
- Typo in CC list, corrected.

Moved to item 5e.

D. Amendment to Employment Agreement with David Wilbrecht

Departments: County Counsel

(Stacey Simon) - Proposed resolution approving an amendment to the contract with David G. Wilbrecht as Interim County Administrative Officer (CAO) and prescribing the compensation, appointment and conditions of said employment.

Action: Adopt Resolution #R19-29, Approving an amendment to the contract with David G. Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The amendment would increase Mr. Wilbrecht's hourly rate by \$10.39. As a retired PERS annuitant filling a vacancy during an active recruitment, Mr. Wilbrecht may not work in excess of 960 hours in a fiscal year. The cost to the County for this position remains less than the cost for the previous CAO, because Mr. Wilbrecht receives no benefits.

Fiscal Impact read into record by Chair Peters.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

R19-29

Stacey Simon:

- Introduced item.
- Salary survey – changed salary range for the CAO.

11. BOARD MEMBER REPORTS

Supervisor Corless:

- 4/23: Collaborative Planning Team
- 4/24-26: CSAC Legislative Conference—met with Sen. Borgeas Chief of Staff, visited

Note:

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Senate Floor.

- 5/1-2 RCRC “County of the chair” meeting in Death Valley: Meeting highlights attached. Golden State Finance Authority—formed Golden State Natural Resources, “dedicated to promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and related public purposes;” I will serve on the board of GSNR for RCRC. Support positions on: AB 1049/Volunteer Fire Dept equipment purchase; and three measures that would go to the voters for approval: SB 45—Wildfire, Drought, Flood Protection Bond; ACA 1—lowering the voter approval threshold; SCA 1/affordable housing; endorsed Sec. Karen Ross’ reappointment as CA Dept of Food and Agriculture Secretary; also updates on CPUC wildfire proceedings, and a state forest management and wildfire update (lots of legislation and other efforts to address the crisis).
- Mammoth Lakes Housing:
- Latino Housing Coalition: creating new staff position funded with grant \$ from MCBH
- New vision statement: Eastern Sierra communities thrive because everyone has access to safe, affordable, quality housing.
- Adopted strategic plan, approved 19/20 budget
- Intern will start June 3.

Supervisor Gardner:

- No report.

Supervisor Halferty:

- On April 18th, I attended the Board’s special meeting with the Prothman Group, the recruiting firm hired by the County to help us find a new CAO.
- April 22, I was given a tour of the norther Mono Lake Basin by the Mono Lake Committee. There is a rich history of water diversion out of Lundy Canyon and I look forward to seeing how SCE works with the stakeholders to get the return ditch to Mill Creek back into regular usage.
- April 23-26th, I was in Sacramento for the CSAC Legislative Conference and a CSAC Institute Course on strategic planning. Both were of high quality and well worth the time and resources. I participated in several CSAC committees with topics ranging from affordable housing, wildfires, cannabis, recycling, court-levied fines and fees, I attended a meeting with our Assembly Member Bigelow, and a visit to the Assembly Floor where multiple housing bills were going through committee, and listened to a speech by Governor Newsom. CSAC is doing a solid job as representing the interests of Counties and rural counties were a common topic, including by the Governor.
- I attended the Land TAC meeting yesterday, May 6th. There are a couple of cannabis related projects moving through the county as well as the first multi-family housing development since the early 1990s. The development proposed is in the community of June Lake.
- Yesterday, I also participated in the CCRH Legislative Committee monthly meeting where the committee voted to approve supporting tenant protection bills moving through the state legislature - they included rent cap, just cause eviction, and voucher non-discrimination.
- Finally, I closed out the day by attending the Mammoth Lakes Housing Board meeting. The Town has announced a 4-day charrette event for The Parcel - August 20-23 with the location to be announced.

Supervisor Peters:

- 18th Prothman
- 18th Regional Oversight Committee Child Support

Note:

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- 22nd Travel to Sacramento
- Diane Blanchard Office of Business and Economic Development Senior Business Development Specialist
- Discussed CalBis and other opportunities for Local Business Resources
- 23rd CDFW Director Chuck Bonham and Deputy Director Stafford Lehr
- 23rd Lengthy Conversation with Beth Cohen
- 24th CSAC Leg Conference
- CSAC Resiliency Advisory Board – Split up Duties Hazard Mitigation Planning
- 25th IHSS Co Chair Governor indicated the Money to sustain IHSS will be included in May revise
- 25th Senator Borgeous
- 30th Jim Erdman CDFW in Bishop
- 30th RCRC Death Valley
- 1st – 2nd RCRC
- 6th Walker Senior Services Pat Espinosa
- 6th RCD Meeting
- 6th Dave Wilbrecht
- Saturday the 4th Kens Sporting Goods J Davenport and Tom Perry, Joe Blanchard Wilbrecht
- **Upcoming:**
- June 2 Governor's Office on Emergency Services Summit
- June 19th Town Hall

Supervisor Stump:

- 4-29: Attended the Wheeler Crest Fire Safe Council meeting - The joint Swall Meadows / Paradise Community Wildfire Prevention Plan is done and signed off. I have a copy to be included as an appendix in the County's soon to be ratified Hazard Mitigation Plan: The topic of greatest interest to the Community was the Power Generation Pump Back proposal. Not one person in attendance spoke in favor.
- 5-2: Attended the Great Basin Unified Air Pollution Control District meeting - Both budgets for the air district approved, one budget being general operations and the other being the DWP funded dust control actions overseen by the GBUAPCD budget. - The District is updating both its smoke management plan and the MOU with public land agencies inside GBUAPCD boundaries that engage in smoke producing activities. Both documents are many years out of date. It is hoped that the documents will be finished by late this summer. Requests were made to share the documents with both the County and the Town of Mammoth Lakes.
- Last week the Owens Valley Groundwater Authority was notified by the California Department of Water Resources that the appeal of the proposed "high" rating for the Owens Valley Groundwater Basin was successful and that the Basin was being rerated "low". This is due to the removal of DWP adjudicated groundwater pumping activities from the Basin rating criterion. Under the Sustainable Groundwater Management Act Adjudicated activities are not to be counted towards a basin's rating as they are already covered by a management scheme. The rerating to low removes the potential for direct State intervention into the management of the Basin. There is a 30-day comment period on the rerating. I am requesting that Mono County write a letter of support to DWR. The Wheeler Crest CSD has already done so and I expect that the Tri Valley Water Commission will do the same.
- The Inyo Forest is proposing an invasive plant removal project that could reduce the fire hazard potential created by cheat grass. Is there interest on this Board to discuss and potentially offer a letter of support?

Note:

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ADJOURNED at 4:05 PM

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

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)

Approval of the Board minutes of the regular meeting on May 21, 2019.

RECOMMENDED ACTION:

Approve the Board minutes of the regular meeting on May 21, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
5-21-19 Draft Minutes

History

Time	Who	Approval
6/12/2019 7:38 AM	County Administrative Office	Yes
6/11/2019 1:32 PM	County Counsel	Yes
6/6/2019 3:16 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 Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
May 21, 2019**

Flash Drive	Board Room Recorder
Minute Orders	M19-104 – M19-110
Resolutions	R19-33 – R19-34
Ordinance	ORD19-02 Not Used

9:05 AM Meeting Called to Order by Chair Peters.
Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Halferty.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE – NONE

CAO Report regarding Board Assignments

4. DEPARTMENT/COMMISSION REPORTS

Krista Cooper, Social Workers Supervisor

- Audit of the In Home Support Services (IHSS) program.
- Wants to recognize staff - 98% compliance rate for timely reassessments. Received a plaque, which she showed.

Note:

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- Continuing to make improvements.

Wendy Sugimura:

- Not successful for the long valley hydrologic model grant and the Caltrans grant for the June Lake multimodal plan.
- Projects discussed at the Planning Commission: Walker River Farms, microbusiness in Antelope Valley; Tioga Green in Lee Vining. Walker River Farms Application coming to the Board soon. Tioga Green project has some water issues that need to get resolved and require action by LAFCO.
- Five-unit development in June Lake.
- With pump storage issues, have had to delay other issues. Housing and SB2 conversations.

5. 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. 2019 County Maintained Mileage

Departments: Public Works

A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2019 – 2020.

Action: Adopt Resolution No. R19-33, A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2019 – 2020.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R19-33

B. Appointment to the Mono County Child Care Council

Departments: Board of Supervisors

Mono County Child Care Council seeks the appointment of Brittany Nelson by the Mono County Board of Supervisors for a two-year term beginning June 1, 2019 and terminating May 31, 2021.

Action: Appoint Brittany Nelson to a two-year term in the category of Discretionary Appointees from June 1, 2019 and terminating May 31, 2021.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

M19-104

Note:

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

C. Letter to the CADFW Requesting Workshops for the Statewide Regulation Changes of Trout Season

Departments: Economic Development

Letter from the Mono County Board of Supervisors to the California Department of Fish and Wildlife (CADFW) asking Director Charlton Bonham to schedule workshops in Mono County regarding the proposed fishing regulation changes.

Action: Approve the letter as provided.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

M19-105

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Chamber Music Unbound Music Festival 2019 Notice

Notice of the 2019 Chamber Music Unbound Music Festival in Mammoth Lakes, July 25 - August 3, 2019.

B. Comments on Emergency Response Procedures at Devils Postpile

A letter from Deanna Dulen, Superintendent of Devils Postpile National Monument in Mammoth Lakes, discussing emergency response procedures in Devils Postpile and the surrounding recreation area, which includes Reds Meadow Valley and Madera County.

Supervisor Corless:

- Thanked Deanna for her thoughtful comments that reflected the testimony she gave the Board here last month.

Supervisor Stump:

- Confirmed that Madera County and Kevin Carunchio also received copies of the letter.

C. LADWP Response to County Comment Letter Concerning Proposal to Install Monitoring Wells

A letter from the Los Angeles Department of Water and Power (LADWP) replying to Mono County's comment letter dated May 7, 2019 regarding LADWP's proposal to install 40 groundwater monitoring wells in Long Valley. The letter advises the County that LADWP will retract the April 5 Notice of

Note:

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

Exemption and will not proceed with monitoring well installation at this time.

D. Inyo National Forest Response to Objections Filed on the Draft ROD, Revised Plan, and FEIS

The written response from the Inyo National Forest Land Management Plan revision process reviewing officer to the objections filed on the draft Record of Decision (ROD), Inyo National Forest Revised Land Management Plan (Revised Plan), and Final Environmental Impact Statement (FEIS).

E. FERC Notice of License Expiration and Request for Information Regarding Process Selection

A letter to project operators providing advance notice of 29 hydropower projects with Federal Energy Regulatory Commission (FERC) licenses which will begin relicensing process between October 1, 2021 and September 30, 2022, including Lee Vining and Rush Creeks.

7. REGULAR AGENDA - MORNING

A. Amendment to Premium Energy Holdings, LLC's, Owens Valley Pumped Storage Project application filed with FERC

Departments: Community Development

(Wendy Sugimura, Michael Draper) - Comment letter to the Federal Energy Regulatory Commission (FERC) on the Amendment submitted by Premium Energy Holdings, LLC, on the Owens Valley Pumped Storage Project application, and appointment of two Supervisors to meet with Premium Energy.

Action:

Authorize the Board Chair to sign the discussed letters to the Federal Energy Regulatory Commission (FERC) as modified.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M19-106

Wendy Sugimura, Community Development Director:

- Discussed item, updates, and amendments (available in additional documents).
- Received several comments from Swall Meadows (available in additional documents) - mostly noting asking that Senators Feinstein and Harris be added to the CC list.

Break 9:19 AM

Reconvene: 9:33 AM

Granicus is down – no live stream.

Wendy Sugimura:

- Issues raised in the letter regarding the second amendment letter:
- Project passes through areas of critical environmental concern.
- Passes California Department of Fish and Wildlife (CDFW) ecological reserve.
- Upper reservoirs in Inyo County in USFS areas, not in wilderness though.
- Multiple fault lines in the area.

Note:

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

- Sensitive native American cultural resources. Suggested local tribes be contacted for consultation.
- Listed previous comments still unaddressed.

Jason Ganger, Deputy County Counsel:

- There is a stipulation that governs the instream flows into certain parts of the Owens River Gorge where the lower reservoirs are proposed for location between the County, County District Attorney, CADFW, and LADWP.
- Supervisor Stump asked language to be included in the letter to address this.

Appoint Supervisors Corless and Stump to meet with Premium Energy Holdings, LLC, if a meeting is scheduled, in lieu of Premium Energy coming to meet with the Board.

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M19-107

Wendy Sugimura:

- Request sent via email with the transmittal of the last letter to meet with Premium Energy.

Stacey Simon, County Counsel:

- Asking him to meet at a Board meeting limits the day, two board members is an ad hoc committee that offers more flexibility. But the Board can decide its preference.

B. Civic Center Update

Departments: Public Works

(Tony Dublino, Director of Public Works) - Presentation by Tony Dublino regarding the Civic Center Project on Thompson Way .

Action: None.

Tony Dublino, Public Works Director:

- Permit submittals: Received package 2 of 3. Currently being reviewed. Expect no outstanding problems with permits being issued.
- Construction –Concrete is being poured. Delays due to weather. Anticipate catching back up to main line schedule.
- Interagency coordination – working on development agreement with the water districts.
- Design – review proposal for security and access control.
- Budget – had meeting with design build team. Project did increase over budget by \$150,000. Meeting with them May 29 to go over spreadsheet, identify additional money saving opportunities.
- RFP – for project managers. Made contact with two short-listed firms on retainer. Will be exchanging drafts and scopes of work. Getting a proposal out to them by the end of the week.
- Beth Cohen – anticipatory anxiety relating to this project, echoing comments from Bill Chiat. Board may not realize Public Works (PW) is focused on the operational side. Feels that he is not the best person to engage in this effort of scheduling and planning the move, and getting people on board with the move.
- Parking issue – There is not enough space on South side of building to meet Town standards for parking. Grady Dutton, Town of Mammoth Lakes PW Director, has a provision to deviate from Town standards. Asks Board to not hand out direction and allow him to continue working with the Town to find a solution.

Note:

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

Break: 10:16 AM
Reconvene: 10:25 AM

C. Fish and Game Fine Fund Expenditure

Departments: Economic Development

(Jeff Simpson; Matt Paruolo) - Presentation by Matt Paruolo, Sustainable Recreation Coordinator with Eastern Sierra Sustainable Recreation Partnership regarding Tangle-free Waters "Adopt a Tube" Program.

Action: Consider and approve the recommendation of the Mono County Fish and Wildlife Commission to allocate \$5,000.00 from the Fish and Game Fine Fund to Mammoth Lakes Recreation for the Tangle Free Waters (TFW) "Adopt a Tube" program.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M19-108

Jeff Simpson:

- Introduced item.

Matt Paruolo, ESSRP:

- Went through presentation on "Tangle Free Waters."
- Showed sign and receptacle for monofilament waste collection.
- ASKING Board to consider allocation.

Supervisor Gardner:

- Would support adopting a receptable in June Lake.
- Suggests downplaying monofilament - fishing line is the issue here. Suggests leading with fishing line as much as possible.

Janet (Unknown):

- Thanked Board and Wildlife Commission for their support.
- Update – have built eight tubes with Bridgeport Elementary School. Thanked Peters for contribution of paying for five signs.

D. Letter in Support of DWR Draft Reprioritization of Owens Valley Groundwater Basin as Low Priority

Departments: County Counsel, Community Development Department

(Jason Canger, Wendy Sugimura) - Receive presentation on the California Department of Water Resources' (DWR) 2019 Draft Basin Prioritization and its implications for the Owens Valley Groundwater Authority (OVGA); consider approval of letter in support of DWR's 2019 Draft Basin Prioritization.

Action: Approve letter in support of DWR's 2019 Draft Basin Prioritization.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M19-109

Jason Canger, Deputy County Counsel:

Note:

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

- Introduced item.
- Comment deadline is May 30, all member agencies are getting together to send their own support letters.

Glenn Inouye, President Wheeler Crest, OVGA:

- Thanked Board and its efforts up this date, especially staff and what they have done.

E. Mono County & Town of Mammoth Lakes Local Hazard Mitigation Plan

Departments: Community Development

(Wendy Sugimura) - Proposed resolution approving and adopting the Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan.

Action: Find that the project qualifies as an Exemption under CEQA guidelines 15262, 15306, and 15061(b)(3) and instruct staff to file a Notice of Exemption.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

M19-110

Adopt Resolution R19-34, Adopting the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) as the County's Hazard Mitigation Plan.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R19-34

Wendy Sugimura:

- Content of the plan is available online.
- Board received presentation on content in July of last year.
- Provided a brief overview of action today.
- The local hazard mitigation plan is required by law in order for the County to receive funding for certain types of hazard mitigation and pre-disaster mitigation funds.

F. California State Association of Counties Executive Director Graham Knaus

Departments: Board of Supervisors

Introduction to Graham Knaus, Executive Director of California State Association of Counties (CSAC).

Action: None.

Graham Knaus, CSAC Executive Director:

- Introduced himself and CSAC.
- Core Mission of CSAC: advocacy. One strong voice for CA Counties.
- What CSAC fights for is to make sure that counties have the resources to do what they need to in their community.
- 2019 is a transition year. Moving from the longest serving Governor Brown to Newsom. Begin in a positive place with this administration.

Moved to Board Reports.

Note:

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

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Returned to Department Reports.

9. CLOSED SESSION at 12:04 PM

A. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

B. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. 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.

C. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 71 Davison Street. Agency negotiators: Stacey Simon, Erik Ramakrishnan (Goldfarb Lipman LLP) and Jenn Lopez (Project Moxie). Negotiating parties: Mono County and Silver State Investors, LLC; Mono County and Sami Abdelatif and Tyler Malotte. Under negotiation: Price and terms of sale.

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Michael Hallum v. County of Mono* (Mono County Superior Court Case No. CV170088).

Reconvene: 1;18 PM
Supervisor Peters left before Closed Session

Vice Chair Corless reconvened.

Note:

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

Nothing to report out of Closed Session.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- NACo WIR Conference in Spokane, WA
- Updates from USDA Undersecretary Jim Hubbard, Dept of the Interior Deputy Sec. Joe Balash
- Presentations from Washington state officials, including Sec's of State and Transportation
- NACo Board meeting, orientation, discussion of strategic plan
- Moderated a workshop discussion of working w/ federal land managers on outdoor recreation
- Eastern Sierra Sustainable Recreation Partnership meeting—update on outdoor recreation grant from Sierra Nevada Conservancy, waiting for contract with SNC, discussion of public meeting schedule (part of the grant deliverables)—forming what Inyo Forest Supervisor Randall-Parker calls the “Table of Trust”
- Upcoming SNARL Seminars of note to county: tonight, 5/21, CADFW's Tim Taylor presenting on the proposed wildlife crossing project/vehicle collision mitigation; next week, 5/28, “Can California's Wildfire Problem be Solved?” film screening and discussion of forest health; tomorrow attending workshop on fire and forest health/CA Fire Science Consortium. And even more fire—if Sonora Pass opens, will attend a Rim Fire Restoration Tour with SNC board next week.

Supervisor Gardner:

- On Wednesday May 15 I participated in a webinar about the availability of Fire Insurance for California property owners. Many homeowners, including myself, have recently had fire insurance cancelled and have had a difficult time searching for new coverage. The webinar was helpful in providing information to assist homeowners in how to navigate this process. I suggest we include this information as a part of our town hall meetings next month.
- On Thursday May 16 I attended Mono County's First 5 Commission meeting. We reviewed the annual First 5 Evaluation Report which includes much information about the progress we are making ensuring our youngest residents get a strong start to a successful life.

Supervisor Halferty:

- On Tuesday May 14th, I attended the showing of The Quiet Force at Mammoth Middle School. Many thanks to MLR and Mammoth Middle School Principal, Ms. Rinaldi for hosting. A great movie, with even better genuine community conversation about how difficult it is to raise a family here on low wages, and no housing options. A reminder that not everyone in our community has the same opportunities as others, such as being able to buy a home. We need grass roots movements and political candidates that will work for a clear and reasonable pathway to citizenship for those in our society without legal status.
- On May 15th, I spent the day with the Eastern Sierra Continuum of Care (CoC) to work on developing a strategic plan for addressing the regions homeless population and those on the verge of homelessness. Partners from Inyo and Mono Counties, IMACA, Mammoth Lakes Housing, The Salvation Army, and Northern Inyo Hospital all participated. The region has 453 people experiencing homelessness annually. Mono County lacks motels that are willing to take vouchers to temporarily housing those experiencing homelessness, which is something the CoC will be looking to address. Homelessness is not a crime.
- Later that evening, I attended the Town Council meeting. The Town is grappling with

Note:

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

community frustration over the year-over-year multi million dollar funding of Marketing and the almost decade worth of nominal funding of workforce housing which came to apparent light at the meeting. The Town did set aside \$2 million for workforce housing from their projected \$6.5 million TOT budget revenue surplus. There is no plan on how to spend that money as of Wednesday's meeting.

- Request a joint meeting with the Mono County Planning Commission regarding our priority for housing for our community members.
- The Governor has a billion dollars in his May revise budget for addressing homelessness and \$750 million for planning and production grants. Mono County needs to be ready for this funding, it's coming and we need to all be on the same page, with staffing ready if we want to be complete to bring to our county funding to address our housing shortfall. And there's the link between Transportation funding and the production of housing coming, too.
- Sustainable Recreation - needs to be balanced with community investment - housing and childcare.

Supervisor Peters:

- 14th BP RPAC
- 15th LAFCO
- 16th Planning Commission
- 20th ATV Jamboree
- 20th Paramedics
- **Upcoming:**
- Thursday SWTF and IMACA
- Budget Workshop 28th and 29th
- June 2 Governor's Office on Emergency Services Summit
- June 19th Town Hall – Radio, Fisheries,
- June 27th CSAC Regional Meeting in Fresno

Supervisor Stump:

- 5-20 : Attended the LDTAC - GPA to convert RR property in Hammil to Ag was on the agenda.
- Community Center in Chalfant has had vandalism. I have reached out to the community for help stopping it.

ADJOURNED at 1:18 PM

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

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)

Approval of the Board minutes of the special meeting on May 28, 2019.

RECOMMENDED ACTION:

Approve the Board minutes of the special meeting on May 28, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
5-28-19 Draft Minutes

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes
6/11/2019 1:27 PM	County Counsel	Yes
6/5/2019 4:11 PM	Finance	Yes



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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes,
CA 93546

**Special Meeting
May 28, 2019**

Flash Drive	Portable Recorder
Minute Orders	M19-111 Not Used
Resolutions	R19-35 Not Used
Ordinance	ORD19-02 Not Used

9:10 AM Meeting Called to Order by Chair Peters.
Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Gardner.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Budget Workshop for Fiscal Year 2019-2020

Departments: CAO, Finance

(Dave Wilbrecht, Janet Dutcher) -

Budget workshop for fiscal year 2019-2020.

This is the first of a two-day workshop.

To view the budget schedules and other budgetary related information, please visit the following link:

<https://www.monocounty.ca.gov/auditor/page/2019-20-county-budget-portal>

Action: None.

Janet Dutcher, Finance Director:

- Introduced item; went through presentation (available in additional documents).

Note:

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

Break: 10:08 AM
Reconvene: 10:18 AM

Janet Dutcher:

- Each department has been asked to address four questions:
- What the budget does;
- What is in the budget that produces value;
- Strategic alignment activities;
- Speak about what is not included in the budget.

Community Development, Wendy Sugimura
Information Technology, Nate Greenberg

Break: 11:26 AM
Reconvene: 11:35 AM

Administration, Dave Wilbrecht
Agricultural Commissioner, Nate Reade

12:18 PM, Chair Peters asked for public comment; no one spoke.

County Counsel, Stacey Simon
Christopher Platt, Mono County Library Director, Law Library staff

Lunch 12:35 PM
Reconvene 12:57 PM

Finance, Janet Dutcher
Social Services, Kathy Peterson

Break: 2:06 PM
Reconvene: 2:13 PM

Behavioral Health, Robin Roberts and Shirley Martin
Economic Development, Alicia Vennos and Jeff Simpson

ADJOURNED at 3:22 PM

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

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)

Approval of the Board minutes of the special meeting on May 29, 2019.

RECOMMENDED ACTION:

Approve the Board minutes of the special meeting on May 29, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
5-29-19 draft sp mins

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes
6/12/2019 12:17 PM	County Counsel	Yes
6/5/2019 4:12 PM	Finance	Yes



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

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

**Special Meeting
May 29, 2019**

Flash Drive	Board Room Recorder
Minute Orders	M19-111 Not Used
Resolutions	R19-35 Not Used
Ordinance	ORD19-02 Not Used

9:05 AM Meeting Called to Order by Chair Peters.
Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.

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Pledge of Allegiance led by Supervisor Corless.

Supervisor Peters:

- Asked to adjourn in honor of Jason Bollington.
- Celebration of life is on June 8 in front of Albert's Meat Market.
- Bridgeport Gun Club has paid the cost of mortuary fees.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Budget Workshop for Fiscal Year 2019-2020

Departments: CAO, Finance

(Dave Wilbrecht, Janet Dutcher) -

Budget workshop for fiscal year 2019-2020. This is the second of a two-day workshop. **Please note all times on the attached schedule are estimates.**

Note:

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

To view the budget schedules and other budgetary related information, please visit the following link: <https://www.monocounty.ca.gov/auditor/page/2019-20-county-budget-portal>.

Action: None.

Animal Control, Angelle Nolan
Public Health, Sandra Pearce and Kim Bunn
Handed out department brochure (available in additional documents).

Break: 10:18 AM
Reconvene: 10:29 AM

Clerk-Recorder, Shannon Kendall and Helen Nunn.
Assessor, Barry Beck.
Public Works, Tony Dublino, Joe Blanchard, Garrett Higerd, and Justin Nalder

Lunch: 12:19 PM
Reconvene: 12:48 PM

Continued with Public Works.
EMS, Chris Mokracek and Penny Galvin.

Break: 2:20 PM
Reconvene: 2:27 PM

District Attorney, Tim Kendall
Probation, Karin Humiston and Jeff Mills
Sheriff, Ingrid Braun and Arlene Mills

ADJOURNED in honor of Jason Bullington at 4:15 PM

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Finance

TIME REQUIRED

SUBJECT Property Tax Software Maintenance
Agreement and Web Services
Addendum

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

2019-20 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

RECOMMENDED ACTION:

Approve proposed contract with Megabyte Systems, Inc. for software maintenance of the Megabyte System and approve proposed contract addendum with Megabyte Systems, Inc. for web services, both pertaining to the county property tax system.

FISCAL IMPACT:

Maintenance Agreement - not to exceed \$125,000 and addendum for web services - \$7,330, for FY 2019-20, which are included in the recommended budget for FY 2019-20. Total contract not to exceed \$132,330. The cost is split between Finance and Assessor departments.

CONTACT NAME: Stephanie Butters

PHONE/EMAIL: 760-932-5496 / sbutters@mono.ca.gov

SEND COPIES TO:

Finance

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report 19-20 Megabyte Contract Agreement
<input type="checkbox"/> 2019-20 MPTS Support Agreement
<input type="checkbox"/> 2019-20 MPTS Exhibit A
<input type="checkbox"/> 2019-20 MPTS Exhibit B
<input type="checkbox"/> 2019-20 MPTS Mono Web Services

History

Time	Who	Approval
6/12/2019 7:41 AM	County Administrative Office	Yes
6/11/2019 1:41 PM	County Counsel	Yes
6/11/2019 2:52 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

Date: June 18, 2019

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Property Tax Software Maintenance Contract

Recommended Action:

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$132,330.02. Provide any desired direction to staff.

Discussion:

The annual maintenance support agreement and addendum for web services for the property tax software covers the period of July 1, 2019 to June 30, 2020 with our software provider, Megabyte Systems, Inc. Maintenance support costs for the software are not to exceed \$125,000.00 and includes the Assessor online business property filing function. Web services total \$7,330.02 and include on-line payments and electronic access to tax information for the public. The total annual cost is shared by the Assessor and the Finance Department.

Fiscal Impact:

Not to exceed \$132,330.02 for FY 2019-20.

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2019 and terminating June 30, 2020
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.
- 7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A.
- 9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
11 this agreement, as deemed necessary by County, will be billable to County at Contractor's
12 standard hourly rate subject to advance written approval of County. If on-site support is
13 required, travel time and expenses will be charged in addition to the hourly rate for work
14 on-site.
- 15 4. Payments. County shall make payments of compensation hereunder monthly on submittal
16 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
17 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
18 invoice. Invoices shall be submitted to:

19 Mono County Department of Finance
20 PO Box 556
21 Bridgeport, CA 93517

22 The total sum of all payments made by the County to Contractor for services and work
23 performed under this agreement shall not exceed \$125,000.00

- 24 5. Changes. Changes and modifications to this Agreement may only be made by prior
25 written change order of County, accepted in writing by the Contractor, specifying such
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
27 by the parties hereto. In no case shall County pay for any extra work or material furnished
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in
30 Contractor completing all work and if so, the duration of such delay.

31 6. County's Responsibility to Provide. County will provide, at its own expense, access to
32 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
33 (County minimum of T1 or business DSL speed).

34 7. No Waiver by County. Inspection of the work by the County, or the statement by any
35 officer, agent, or employee of the County, prior to written acceptance of the work or any
36 part thereof, indicating that the work or any part thereof complies with the requirements
37 of this Agreement, or the County's payment for the whole or any part of the work, or any
38 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
39 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
40 single instance shall not prejudice County's right to enforcement of all provisions of this
41 Agreement in any other instance.

42 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
43 County, its officers, agents, and employees, from and against any and all claims and
44 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
45 damage, injury or death as a result of negligence by Contractor in Contractor's
46 performance of this Agreement.

47 9. Patent or Copyright Infringement.

48 A. Contractor represents that the materials and products produced hereunder do not
49 violate others intellectual property rights (which include patent, copyright, trademark,
50 trade secret or other proprietary right.) In the event a claim, cause of action,
51 proceeding or other legal action should arise in which there are claims that the
52 materials and/or products infringe or violate another's intellectual property rights,
53 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no
54 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
55 disbursements, judgments, or the like. Contractor shall protect, defend and
56 indemnify and hold County harmless, subject only to County giving Contractor
57 prompt written notice of any such third party claim, cause of action or proceedings
58 and rendering to Contractor any reasonable information, assistance or access to
59 documents and materials required in the defense of any such cause of action.

60 B. Should the materials and/or products in Contractor's opinion, be likely or become the
61 subject of a claim of infringement of a patent, copyright or trademark, Contractor
62 may do any of the following: (1) obtain a legally binding right for County to use, at

63 no cost to County, the material and/or product; (2) replace or modify the material
64 and/or product so that it is non-infringing yet still complies with the RFP and the
65 Contract specifications; (3) repurchase the material and/or product by refunding all
66 moneys paid by County to Contractor for the material and/or product less
67 depreciation and reasonable costs for use and such other amounts as are mutually
68 agreeable to County and Contractor.

69 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
70 and all applicable patents, copyrights and trade secrets in the MPTS software, shall
71 remain with the contractor as owner/holder of such patents, copyrights, and trade
72 secrets, who shall retain complete rights to market such product, and no such rights shall
73 pass to County. However, County shall receive, at no additional cost, a perpetual license
74 to use such products for its own use.

75 11. Source Code. Contractor shall place source code for the licensed software and any
76 changes thereto, into a software escrow account. County shall have access to the source
77 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
78 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
79 shall be able to use the source code according to the terms of this agreement, and must
80 also be permitted to modify the code for its own use consistent with this agreement.

81 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term
82 hereof, insurance with respect to Contractor's performance of this Agreement of the
83 types and in the minimum amounts described generally as follows:

84 A. Full Workmen's Compensation and Employer's Liability Insurance covering all
85 employees of Contractor as required by law in the State of California.

86 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
87 (Bodily Injury and Property Damage) of not less than One Million Dollars
88 (\$1,000,000) combined single limit per occurrence (claim made).

89 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
90 on owned, hired, leased and non owned vehicles used in conjunction with
91 Contractor's business of not less than Three Hundred Thousand (\$300,000)
92 combined single limit per occurrence (claim made).

93 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
94 aforementioned insurance shall be furnished by the Contractor to the County by

95 certificates of insurance. Such certificates shall specify that County must be given written
96 notice 30 days prior to the cancellation or modification of any such insurance.

97 14. Insurance in Force and Effect During Contract Period. The insurance specified above
98 shall be in a form and placed with an insurance company or companies satisfactory to
99 County, and shall be kept in force and effect until completion to the satisfaction and
100 acceptance by County of all work to be performed by the Contractor under this
101 Agreement.

102 15. Confidentiality. Confidential information is defined as all information disclosed to
103 Contractor which relates to the County's past, present, and future activities, as well as
104 activities under this Contract. Contractor will hold all such information in trust and
105 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
106 County all written and descriptive matter which contains any such confidential
107 information.

108 16. Independent Contractor. Contractor shall perform this contract as an independent
109 contractor for all purposes. Contractor is not, and shall not be deemed, a County
110 employee for any purpose, including worker's compensation. Contractor shall, at
111 Contractor's own risk and expense, determine the method and manner by which the
112 duties imposed on Contractor by this contract shall be performed; provided that County
113 may monitor the work performed by Contractor; and provided further that Contractor shall
114 observe and comply with all laws and rules applicable to County in performing the work.
115 Contractor, not County, shall be responsible for Contractor's negligence and that of
116 Contractor's agents and employees in performing the work. Contractor shall be entitled
117 to none of the benefits accorded to a County employee. County shall not deduct or
118 withhold any amounts whatsoever from the compensation paid to Contractor, including
119 but not limited to amounts required to be withheld for state and federal taxes. Contractor
120 alone shall be responsible for all such payments.

121 17. Termination. The County or Contractor may terminate this agreement with 60 days
122 written notices.

123 18. Notices. All notices provided for by this Agreement shall be in writing and may be
124 delivered by deposit in the First Class United States mail, by certified, or by registered
125 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall
126 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,
127 California 95677. Notices to the County shall be addressed Mono County Finance

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Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF MONO, a political subdivision of the State of California

By _____

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By _____

President
"CONTRACTOR"

Dated: _____

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support (Assessor Function)

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2019 – 6/30/2020	MPTS Property Tax System Maintenance/Support	\$9,854.73
7/1/2019 – 6/30/2020	Assessor Function Online Business Property Filing Maintenance/Support	\$265.56 per month

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.



Mono County:

The following rates are effective from July 1, 2019 thru June 30, 2020. These rates reflect an increase of 1.9%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2018.

FY-2019/2020 Rates	
MPTS Property Tax System Maintenance	\$9,854.73 per month
Assessor Function - Online Business Property Filing Maintenance/Support	\$3,186.74 annual charge
Public Web – Assessor / Tax Collector Modules	\$5,345.75 annual charge
Tax Collector – Web Bill Print	\$ 863.98 annual charge
Tax Collector – Prior Year (previous year only) Tax bill Online	\$ 287.97 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 832.32 annual charge



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: EMS

TIME REQUIRED

SUBJECT Ageement with Chalfant Valley Fire
Protection District for the Provision of
Emergency Medical Services
Transport and Basic Life Support

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Agreement with Chalfant Valley Fire Protection District pertaining to the provision of emergency medical services.

RECOMMENDED ACTION:

Approve County entry into proposed Agreement and authorize the Chair of the Board of Supervisors to execute said Agreement on behalf of the County.

FISCAL IMPACT:

\$5,000 annually. Budgeted for FY 2019/2020. Agreement continues through June 2025 if not earlier terminated.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: (760) 924-4632 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreenmet
HIPAA BAA Agreement

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes

6/11/2019 2:22 PM

County Counsel

Yes

6/5/2019 4:19 PM

Finance

Yes



MONO COUNTY
EMERGENCY MEDICAL SERVICES

DATE: 5/30/2019

TO: Honorable Board of Supervisors

FROM: Chris Mokracek, EMS Chief

SUBJECT: Chalfant Valley Fire Protection District MOU for EMS Services

Recommendation

Authorize the Board Chair to sign a Memorandum of Understanding (MOU) between the County of Mono and the Chalfant Valley Fire Protection District for emergency medical transport and basic life support.

Discussion

This is a revised version of the 2014 MOU between CVFPD and the County. It contains updated wording to meet current EMS Department oversight functions. Financial reimbursement amounts remain unchanged.

Fiscal Impact

\$5,000 annually. Budgeted in FY2019/2020

**AGREEMENT BETWEEN THE COUNTY OF MONO AND THE
CHALFANT VALLEY FIRE PROTECTION DISTRICT
FOR COUNTY FINANCIAL CONTRIBUTION TO THE DISTRICT'S PROVISION OF
BLS EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services program (Mono County EMS) that includes operating and staffing advanced life support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas and areas designated as non-exclusive operating areas by the 2004 Exclusive Operating Area Plan for Mono County (the "EOA Plan"); and

WHEREAS, the EMS system throughout Mono County relies on the provision of first-responder, basic life support (BLS) services by local volunteer fire districts, which often are the first to respond in an emergency; and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency (LEMSA) for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the community of Chalfant Valley, ("Chalfant Valley Community"), is not presently designated as an exclusive operating area under the EOA Plan, but is instead designated as non-exclusive Operating Area 4; and

WHEREAS, Mono County EMS and Symons Ambulance of Bishop, California, provide ALS and ambulance transport services within the Chalfant Valley Community, but response times can be lengthy due to the remote location of these communities. BLS services are provided by volunteers of the Chalfant Valley Fire Protection District ("District"); and

WHEREAS, the County shares the District's interest in improving the response times and services of BLS triage, assessment, and transport they provide, and recognizes that the District presently has limited financial resources with which to provide incentives and training to volunteers within the District; and

WHEREAS, the County would like to assist the District in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payments as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the District hereby agree as follows:

1. County agrees to pay \$300.00 to the District for each call the District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance

provider. County additionally agrees to provide or reimburse District for consumable medical supplies used in providing the EMS and/or transport services described in this paragraph and/or in providing training to District volunteers providing such services, and to pay District a lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.

2. District will submit monthly invoices to Mono County EMS for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall additionally transfer \$1,000 to the District's account in January of each year.
3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
5. If the District has been provided with an EMS vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, Mono County EMS, other first responders, and with other emergency medical transport entities.
6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.

7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall apply such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, 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 District or District's volunteers, 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 District, its volunteers, 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. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made. The District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. District shall provide professional liability insurance (medical malpractice) in the amount of not less than two million dollars (\$2,000,000.00) each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). 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, the District must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the services described in this Agreement.

12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This Agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days' written notice. This Agreement will be renewed automatically for two two-year terms (i.e., through June 17, 2025), unless terminated by either party pursuant to this section.
15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT /EMS training when sufficient space for volunteers is available.
16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

CHAFANT VALLEY FIRE PROT. DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

RISK MANAGEMENT

**AGREEMENT BETWEEN COUNTY OF MONO
AND CHALFANT VALLEY FIRE PROTECTION DISTRICT
FOR COUNTY FINANCIAL CONTRIBUTION TO THE DISTRICT'S
PROVISION OF BLS EMERGENCY MEDICAL TRANSPORT SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement shall constitute the Business Associate Agreement (the "Agreement") between the County of Mono, (the "Business Associate") and the Chalfant Valley Fire Protection District (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("E PHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the Agreement Between the County of Mono and the Chalfant Valley Fire Protection District for County Financial Contribution to the District’s Provision of BLS Emergency Transport Services.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. **Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer,

subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at:
Mono County Privacy Officer
Mono County Risk Manager
P.O. Box
Bridgeport, CA 93517

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the address on file with the County Finance Director.

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

CHAFANT VALLEY FPD

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

RISK MANAGEMENT



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Public Health

TIME REQUIRED

SUBJECT Ryan White HIV/AIDS Program Grant
Agreement # 18-10877

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health, Ryan White HIV/AIDS Program pertaining to Grant agreement # 18-10877.

RECOMMENDED ACTION:

Approve Ryan White HIV/AIDS Program Grant Agreement # 18-10877 and authorize the Public Health Director's signature on the following documents: CDPH 1229, Certification Regarding Lobbying, Contractor Certification Clauses 04/2017, Darfur Contracting Act Certification, and California Civil Rights Laws Attachment Certification. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the 5-year contract period of April 1, 2019 - March 31, 2024 with approval as to form by County Counsel.

FISCAL IMPACT:

There is no impact to the Mono County General Fund. The Ryan White HIV/AIDS Program provides an allocation of \$44,550 per fiscal year, totaling \$222,750 for the 5-year contract period.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760 924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Grant Agreement](#)

History

Time	Who	Approval
6/12/2019 7:42 AM	County Administrative Office	Yes
6/11/2019 1:37 PM	County Counsel	Yes
6/5/2019 3:49 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. Box 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. Box 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: June 18, 2019
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Health Program Manager/PHN
SUBJECT: Ryan White HIV/AIDS Program Grant Agreement # 18-10877,
Fiscal Years 2019-2024

Recommendation:

That the Board of Supervisors approve County entry into the Ryan White HIV/AIDS Program Grant Agreement # 18-10877 and authorize the Public Health Director's signature on the following documents:

- 4 copies of CDPH 1229
- 1 copy of Certification Regarding Lobbying
- 1 copy of Contractor Certification Clauses 04/2017
- 1 copy of Darfur Contracting Act Certification
- 1 copy of California Civil Rights Laws Attachment Certification

Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the 5-year contract period of April 1, 2019 - March 31, 2024 with approval as to form by County Counsel.

Discussion:

The Health Department contracts with the California Department of Public Health, Office of AIDS for the provision of Ryan White HIV/AIDS services. The purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout California. The 3 components of this program include:

- To minimize new HIV infections
- To maximize the number of people with HIV who access appropriate care, treatment, and support
- Reduce HIV/AIDS related health disparities

Mono County achieves these goals in a number of ways. For individuals who are HIV negative or unaware of their HIV status, a free universal HIV/STD testing program is available which encompasses all high-risk populations without stigmatization. Clients receive risk-reduction education, HIV antibody testing, and targeted counseling.

Individuals who test positive are linked into care and treatment, referred to supportive services, and provided education and assistance on how to navigate the HIV system of care. Additionally, for Mono County residents who are low income and living with HIV, clients receive assistance to maintain their health which may include gas cards to attend out-of-county HIV specialists, food vouchers to maintain a healthy diet, help with paying utilities bills to stay warm in the winter, or health insurance premium or copayment assistance.

Fiscal Impact/Budget Projections:

There is no impact to the Mono County General Fund.

The Ryan White HIV/AIDS Program provides an allocation of \$44,550.00 per fiscal year, totaling \$222,750.00 for the 5-year contract period.

For questions regarding this item, please call Bryan Wheeler (760) 924-1835.

Submitted by: Bryan Wheeler, Health Program Manager/PHN

Reviewed by: Sandra Pearce, Public Health Director

California Ryan White HIV/AIDS Program – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Mono, hereinafter “Grantee”

Implementing the project, “HIV Care Program”, hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10877

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout California.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$222,750.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on April 1, 2019 and terminates on March 31, 2024. No funds may be requested or invoiced for services performed or costs incurred after March 31, 2024.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Mono
Jessica Heskin, Chief	Bryan Wheeler, Health Program Manager
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	P.O. Box 3329 Mammoth Lakes, CA 93546
Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: jessica.heskin@cdph.ca.gov	Telephone: (760) 924-1835 Fax: (760) 924-1831 Email: bwheeler@mono.ca.gov

Direct all inquiries to:

California Department of Public Health	County of Mono
Patricia Bittle, Care Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5988 Fax: (916) 449-5959 Email: patricia.bittle@cdph.ca.gov	Bryan Wheeler, Health Program Manager P.O. Box 3329 Mammoth Lakes, CA 93546 Telephone: (760) 924-1835 Fax: (760) 924-1831 Email: bwheeler@mono.ca.gov

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Mono FISCAL ID: 0000004354 Cashier – Kimberly Bunn, Fiscal & Administrative Officer P.O. Box 476 Bridgeport, CA 93517 Telephone: (760) 932-5587 Fax: (760) 924-1831 Email: kbunn@mono.ca.gov

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF INTENT
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS*
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
- EXHIBIT F FEDERAL TERMS AND CONDITIONS

* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Intent (Exhibit A).”

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, polices, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Sandra Pearce, Public Health Director
County of Mono
P.O. Box 3329
Mammoth Lakes, CA 93546

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



KAREN L. SMITH, MD, MPH
 Director and State Public Health Officer

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



GAVIN NEWSOM
 Governor

Exhibit A
 Letter of Intent

January 29, 2019

Kimberly Bunn & Bryan Wheeler
 Mono County Public Health Department
 P.O. Box 3329,
 Mammoth Lakes, CA 93546

Dear Ms. Bunn & Mr. Wheeler,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to Mono County for the Ryan White HIV/AIDS Program (Part B) (RWHAP)/HIV Care Program (HCP) and, if applicable, the Minority AIDS Initiative (MAI).

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (Grant No. X07HA12778, DUNS 799150615). As the State grantee for RWHAP, CDPH/OA allocates those funds for the administration of the HCP and MAI through grants with Local Health Jurisdictions and Community Based Organizations for the provision of medical and support services to low-income people living with HIV.

These funds will be available to County of Mono on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$222,750 for the purpose of serving persons living with HIV in the County of Mono.

	Year 1	Annual Amount for Years 2 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$44,550	\$44,550	\$222,750
Minority AIDS Initiative	Not applicable	Not applicable	Not applicable
Emerging Communities	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is



reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under RWHAP Part B. For guidance see the Scope of Work

(https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HCPMAI%20SOWFINAL_Nov2018_ADA.pdf). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by February 28, 2019. The documents should be e-mailed to your assigned [HIV Care Program Advisor](#).

If you have any questions, please feel free to contact me at (916)-449-5269 or abel.martinez@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abel Martinez', with a stylized flourish at the end.

Abel Martinez, MPH
Chief, Care Operations Unit
Office of AIDS, California Department of Public Health

**Exhibit A1
List of Allocations**

County of Mono
18-10877

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$6,832,707
Butte (Includes Glenn)	\$172,438	\$140,259	\$140,259	\$140,259	\$140,259	\$733,472
Contra Costa	\$611,187	\$480,375	\$480,375	\$480,375	\$480,375	\$2,532,688
Humboldt (Includes Del Norte)	\$160,401	\$135,165	\$135,165	\$135,165	\$135,165	\$701,061
Imperial	\$153,036	\$116,601	\$116,601	\$116,601	\$116,601	\$619,441
Inyo	\$80,355	\$80,355	\$80,355	\$80,355	\$80,355	\$401,777
Kern	\$876,915	\$765,179	\$765,179	\$765,179	\$765,179	\$3,937,629
Kings	\$85,732	\$66,226	\$66,226	\$66,226	\$66,226	\$350,637
Long Beach	\$1,347,497	\$1,104,424	\$1,104,424	\$1,104,424	\$1,104,424	\$5,765,194
Los Angeles	\$5,000,000	\$8,501,444	\$8,501,444	\$8,501,444	\$8,501,444	\$39,005,776
Madera	\$98,794	\$77,958	\$77,958	\$77,958	\$77,958	\$410,626
Marin	\$196,406	\$161,170	\$161,170	\$161,170	\$161,170	\$841,086
Merced	\$124,811	\$95,393	\$95,393	\$95,393	\$95,393	\$506,381
Mono	\$44,550	\$44,550	\$44,550	\$44,550	\$44,550	\$222,750
Monterey (Includes San Benito)	\$342,999	\$270,701	\$270,701	\$270,701	\$270,701	\$1,425,804
Nevada	\$49,862	\$38,366	\$38,366	\$38,366	\$38,366	\$203,324
Orange	\$2,705,624	\$2,315,662	\$2,315,662	\$2,315,662	\$2,315,662	\$11,968,272
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$233,694	\$181,513	\$181,513	\$181,513	\$181,513	\$959,744
Riverside	\$1,454,431	\$1,149,316	\$1,149,316	\$1,149,316	\$1,149,316	\$6,051,693
Sacramento (includes El Dorado, Placer and Yolo)	\$1,262,278	\$986,066	\$986,066	\$986,066	\$986,066	\$5,206,543
San Bernardino	\$943,680	\$943,680	\$943,680	\$943,680	\$943,680	\$4,718,401
San Diego	\$2,291,806	\$2,291,806	\$2,291,806	\$2,291,806	\$2,291,806	\$11,459,032
San Francisco	\$3,248,921	\$2,672,237	\$2,672,237	\$2,672,237	\$2,672,237	\$13,937,869
San Joaquin	\$552,736	\$464,049	\$464,049	\$464,049	\$464,049	\$2,408,933
San Mateo	\$384,482	\$302,549	\$302,549	\$302,549	\$302,549	\$1,594,678
Santa Barbara	\$257,928	\$214,474	\$214,474	\$214,474	\$214,474	\$1,115,824
Santa Clara	\$1,105,107	\$883,493	\$883,493	\$883,493	\$883,493	\$4,639,080
Santa Cruz	\$144,818	\$114,195	\$114,195	\$114,195	\$114,195	\$601,598
Solano	\$234,144	\$234,144	\$234,144	\$234,144	\$234,144	\$1,170,719
Stanislaus	\$186,573	\$186,573	\$186,573	\$186,573	\$186,573	\$932,865

**Exhibit AI
List of Allocations**

County of Mono
18-10877

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689	\$245,689	\$245,689	\$245,689	\$245,689	\$1,228,447
Ventura	\$562,354	\$286,072	\$286,072	\$286,072	\$286,072	\$1,706,640
Ampla Health (Colusa, Sutter, Yuba)	\$154,493	\$119,904	\$119,904	\$119,904	\$119,904	\$634,110
Caring Choices (Shasta, Tehama, Trinity)	\$209,439	\$159,995	\$159,995	\$159,995	\$159,995	\$849,419
Community Medical Center (Fresno)	\$713,515	\$568,065	\$568,065	\$568,065	\$568,065	\$2,985,777
CCMC (Lake)	\$49,426	\$49,426	\$49,426	\$49,426	\$49,426	\$247,132
John C. Fremont (Mariposa)	\$44,195	\$44,195	\$44,195	\$44,195	\$44,195	\$220,977
MCAVHN (Mendocino)	\$73,622	\$58,020	\$58,020	\$58,020	\$58,020	\$305,702
Queen of the Valley (Napa)	\$83,148	\$65,247	\$65,247	\$65,247	\$65,247	\$344,137
Access Support Network (San Luis Obsispo)	\$122,100	\$93,227	\$93,227	\$93,227	\$93,227	\$495,008
Santa Rosa CHC (Sonoma)	\$334,949	\$265,809	\$265,809	\$265,809	\$265,809	\$1,398,185
Sierra Hope (Amador, Calaveras, Tuolumne)	\$133,451	\$104,013	\$104,013	\$104,013	\$104,013	\$549,505
Total	\$28,444,129	\$28,444,129	\$28,444,129	\$28,444,129	\$28,444,129	\$142,220,645

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Invoice Desk
California Department of Public Health
CARE Program
MS 770
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$222,750.

Exhibit B

Budget Detail and Payment Provisions

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
 - I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
 - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
 - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
 - C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- 4. Business Continuity / Disaster Recovery Controls**
- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
 - B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.
- 5. Paper Document Controls**
- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
 - C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
 - D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
 - E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

**Exhibit F
Federal Terms and Conditions**

(For Federally Funded Grant Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. **Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) 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;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

8. **Human Subjects Use Requirements**

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the

CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Care Program
P.O. Box 997377, MS 7700
Sacramento, CA 95899-7426

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Letter of Support for Caltrans
Application for the Proposition 68
Wildlife Corridor and Fish Passage
Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the Board of Supervisors to the California Department of Fish and Wildlife in support of the California Department of Transportation District 9 application for the Wildlife Corridor and Fish Passage grant program.

RECOMMENDED ACTION:

Approve and authorize Chair to sign proposed letter as drafted or as revised.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: X5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
6/12/2019 7:41 AM	County Administrative Office	Yes
6/10/2019 5:17 PM	County Counsel	Yes

6/11/2019 3:01 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

June 18, 2019

Chuck Bonham
Chair, State of California Wildlife Conservation Board
C/O CDFW
PO Box 944209
Sacramento, CA 94244
WCBcorridors@wildlife.ca.gov

RE: Caltrans District 9 Proposition 68 grant submittal for the Mono County Wildlife Corridor Improvement Project

Dear Mr. Bonham,

The Mono County Board of Supervisors strongly supports the California Department of Transportation (Caltrans) District 9 application for project funding through the Wildlife Conservation Board's Wildlife Corridor and Fish Passage Program. Caltrans District 9 is seeking funding for the planning phase of the Mono County Wildlife Corridor Improvement project, which would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on United States Route 395 (US 395) and State Route 203 (SR 203) in Mono County, California. This corridor has a high concentration of WVCs, primarily involving mule deer, and is considered a high-priority corridor by the Bureau of Land Management and the National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362). This project is a collaboration between many state, federal, local, and non-profit groups and agencies, garnering widespread support.

Caltrans is requesting \$2,000,000 of the \$5,920,893 total project cost to complete environmental planning documents. We fully support Caltrans's efforts to complete the planning documents necessary to move toward implementation of the US 395 wildlife overcrossing and undercrossing project. This project fully meets the Wildlife Corridor and Fish Passage Program priorities and solicitation focus, as outlined on the Wildlife Conservation Board's website.

The areas along these roadways host significant wildlife habitat, supporting populations of resident and migratory species, including the Bi-State sage grouse which is proposed to be listed as Threatened under the Endangered Species Act, and play an especially critical role for migrating mule deer in the spring and fall. In 2016, Caltrans District 9 completed the feasibility study for wildlife-vehicle collision reduction, which makes it clear that the proposed project area needs mitigation efforts in order to reduce deer mortality on these roadways:

“The seven mile stretch of US Highway 395, from Crowley Lake Dr. to the junction with SR 203, accounts for more than double the number of deceased deer removed by Caltrans Maintenance forces compared to any other seven mile stretch of US 395 within District 9 and accounts for 43% of reported collisions for this area of US 395. This seven mile stretch of highway also contains the largest hotspot, or a specific location of concentrated DVCs [deer vehicle collisions], within the district...”

As your agency is no doubt aware, numerous case studies show that wildlife crossings and other mitigation efforts effectively decrease wildlife mortality and increase habitat connectivity. If awarded, funding will also allow Caltrans District 9 and their partners to seek additional State and Federal funding to support completion of subsequent project development phases as well as the full implementation of this important project.

We look forward to working with Caltrans and their partners during the planning and implementation phases of this project, and respectfully request the Wildlife Conservation Board’s consideration of this funding request.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors

CC:
Caltrans District 9
Senator Andreas Borgeas
Assemblyman Frank Bigelow



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

TIME REQUIRED

SUBJECT Agricultural Commissioner's Office
Department Update June 2019

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

June 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[June 2019 Report](#)

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes
6/10/2019 9:48 AM	County Counsel	Yes
6/10/2019 11:12 AM	Finance	Yes



DEPARTMENT REPORT

June 2019

Agriculture

County staff recently participated with the California Department of Food and Agriculture (CDFA) in a seed inspection “garlic walk”. During these inspections, our personnel walk through garlic fields and select random plants for disease sampling. Our area has very little history of disease in garlic, so a large amount of California’s garlic industry relies on seed garlic produced in our area. Mono County actually has a specific quarantine designated in state law for this reason, and garlic cannot be grown there without a permit in order to prevent disease spread.



Inspectors conducting a garlic walk in Big Pine

Industrial hemp continues to be a hot topic throughout the state. Mono County still has a moratorium, and Inyo County requires a conditional use permit (CUP) to be obtained for the property where industrial hemp cultivation is proposed. Several other counties are looking at the same model. Inyo does have one CUP in progress for such cultivation, and we have had meetings with several other interested parties. All of these potential growers are current cannabis licensees that are waiting on state licensing or their CUP for cannabis to be completed.

The Inyo and Mono Counties 2018 Crop and Livestock Report was recently completed and printed. Presentations will occur on June 11th in Inyo County and on June 18th in Mono County. The report will be posted on our website following the presentation on the 11th.

Weights and Measures

Weights and Measures staff continue to conduct inspections of aggregate and concrete plants as they come back online. We check the scales at these plants, which can range from platform scales used to measure water and other liquids, to vehicle scales, to hopper scales that measure aggregate batches of up to 100,000 lbs.

Another credit card skimmer was found in Inyo County last month installed in a retail fuel meter. We continue to look for these devices whenever we are conducting inspections.

Our 50 lb. test weights were recently recertified. We are still waiting for news from the Division of Measurement Standards (DMS) regarding when we can take our 1000 lb. weights to Sacramento for recertification. It has been very difficult for us to maintain our basic certifications required by law since DMS had it’s budget cut years ago. At this point, DMS cannot keep up with needs, which is a sad statement given California’s ranking as the 5th largest economy in the world. Most of this economic activity involves weights and measures at some point for consumer protection as well as equality in business transactions.

Mosquito Abatement

With the weather finally beginning to warm consistently, mosquito activity is on the rise. Runoff is also beginning to really increase significantly. We have had a few small issues so far, but larger and more frequent hatches are possible as breeding habitat increases and warmer temperatures speed up the mosquito life cycle.

Most of our issues this year have involved manipulation of Owens River levels. Earlier, water release fluctuations out of Pleasant Valley Reservoir created ideal conditions for floodwater mosquito hatches. Luckily temperatures were cooler then and mosquitoes were taking longer to hatch, so the effects were minimized. The recent pulse flows conducted on the Lower Owens River Project (LORP) area, however, were a different story. Crews spent a lot of time down in the LORP spreading larvicide as more and more active breeding sites were detected. This work seems to have paid off, with just a few problem areas being detected during recent trapping.

We continue to issue a weekly report on activities which is available on our website.

Invasive Plant Management

The invasive plant management program has been working hard to fulfill the requirements of our various projects. More grant funding was recently obtained from CDFA, but our program has had a difficult time finding adequate field staff to take care of the various grant projects. Add to that the other work that regional land managers count on our program to complete for the protection of endangered species and watershed, and we are really finding it hard to get everything done. Luckily, it seems that we have found a Project Coordinator candidate to fill the shared position with OVMAP.

Inyo County Commercial Cannabis Permit Office

A second cannabis licensing window is set to open June 10th in Inyo County. This window will stay open until August 9th or until 60 days after we receive our first application for a specific license type/zone for those areas where no applications are received during the official application acceptance window. We are also working with current licensees to ensure they get everything we need to us by June 30 so that they can renew for 2019-2020.

Our inspection personnel were able to attend a CDFA CalCannabis meeting in California City recently as well as follow along with CDFA and Santa Barbara County inspection staff on some commercial cannabis inspections. Staff reports that both of these opportunities were worthwhile, with the inspection training particularly useful.



June 2019 Calendar

June 6

Unified Command Meeting
OVMAP Presentation
(Bishop)

June 18

Mono Board of Supervisors
2018 Crop and Livestock Report Presentation
(Mammoth Lakes)

June 11

Inyo Board of Supervisors
2018 Crop and Livestock Report Presentation
(Independence)

June 27-28

Southern Agricultural Commissioner and
Sealer's Association Meeting
(Ventura)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

TIME REQUIRED

SUBJECT Application for Alcoholic Beverage License - Fern Creek Lodge in June Lake, LLC

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Fern Creek Lodge in June Lake, LLC.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Application

History

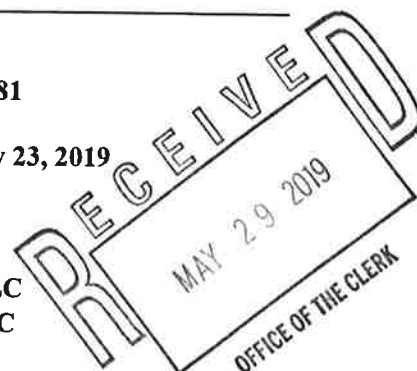
Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes
6/10/2019 5:14 PM	County Counsel	Yes
6/11/2019 3:01 PM	Finance	Yes

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **606199**
 Receipt Number: **2572981**
 Geographical Code: **2600**
 Copies Mailed Date: **May 23, 2019**
 Issued Date:



DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **FERN CREEK LODGE IN JUNE LAKE, LLC**
 Name of Business: **FERN CREEK LODGE IN JUNE LAKE LLC**
 Location of Business: **4628 HIGHWAY 158
 JUNE LAKE, CA 93529**

County: **MONO**

Is Premise inside city limits? **No** Census Tract **0001.01**

Mailing Address: **PO BOX 735
 JUNE LAKE, CA 93529**
 (If different from premises address)

Type of license(s): **20**

Transferor's license/name: **526640 / COATS, JAMES ROY** Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
20 - Off-Sale Beer And Win.	ANNUAL FEE	NA	Y	0	05/14/19	\$296.00
20 - Off-Sale Beer And Win.	PERSON-TO-PERSON TRANSFER	NA	Y	0	05/14/19	\$50.00
NA	FEDERAL FINGERPRINTS	NA	N	3	05/14/19	\$72.00
NA	STATE FINGERPRINTS	NA	N	3	05/14/19	\$117.00
Total						\$535.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **MONO**

Date: **May 14, 2019**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

FERN CREEK LODGE IN JUNE LAKE, LLC



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

TIME REQUIRED

SUBJECT Inyo National Forest - Mammoth
Ranger District Proposed Frisbee
Golf Course

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mammoth Ranger District of the Inyo National Forest is soliciting input for the proposed Shady Rest Frisbee Golf Course. The Forest Service is proposing to permit the Town of Mammoth Lakes to develop 18 tee pads with removable baskets and tee signs through the project area, which is proposed adjacent to Shady Rest Park.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
6/12/2019 7:41 AM	County Administrative Office	Yes
6/10/2019 5:15 PM	County Counsel	Yes
6/11/2019 3:01 PM	Finance	Yes



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: 1950
Date: June 4, 2019

Dear Interested Citizen:

The Mammoth Ranger District of the Inyo National Forest (INF) is soliciting input for the proposed Shady Rest Frisbee Golf Course. The Forest Service is proposing to permit the Town of Mammoth Lakes to develop 18 tee pads with removable baskets and tee signs throughout the project area.

This project is proposed adjacent to Shady Rest Park, which is operated under Forest Service Special Use Permit by the Town of Mammoth Lakes. The attached map depicts the project area. Your comments on this proposal are being sought at this time.

Purpose and Need

The purpose of the proposed course is to allow space for the sport of Frisbee Golf in an approved area on the Inyo National Forest. This area will replace an informal course presently located in the area.

Proposed Action

The Town of Mammoth Lakes Proposes to

- Install 18 tee pads 6' wide by 20' wide and excavated up to 20" deep (pads will be level with ground for accessibility compliance). Pads will be constructed with treated timbers and anchored with rebar then filled with aggregate.
- Install 18 removable "baskets" (hole 12" wide by 24" deep) and 18 removable tee signs (hole 12" wide by 24" deep) and one kiosk near Shady Rest parking lot (3 holes 12" wide by 24" deep).
- Anticipated paths along course route – no construction anticipated. However, some maintenance may be required (not likely as area is flat and covered with deep pine needle cast) over time to reduce erosion (such as covering areas with pine needles) along paths or tee pads and baskets.

Environmental Analysis

My preliminary assessment is that this proposal falls within a Forest Service category of actions under 36 CFR 220.6 that may be excluded from documentation in either an environmental assessment (EA) or an environmental impact statement (EIS) and that no extraordinary circumstances exist that would preclude use of a categorical exclusion. Scoping comments (Forest Service specialist and public comments) along with a complete resource analysis will determine whether these projects can be categorically excluded. This proposal is consistent with category 36 CFR 220.6(e)(3): *"Approval, modification or continuation of minor special uses of National Forest System lands that require less than five contiguous acres of land."*



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

How to Comment and Timeframe

The proposed action is currently available for a 30-day scoping period. This scoping period is intended to provide those interested in or affected by this proposal an opportunity to make their concerns known prior to a decision being made by the Responsible Official. While comments are welcome at any time, they would be most useful if received by June 10, 2019. We would like to invite your comments regarding issues, opportunities, concerns, and suggestions for the proposed project.

Written comments can be submitted to: Alecia Rutledge, P.O. Box 148 Mammoth Lakes, CA 93546. The office business hours for those submitting hand-delivered comments are: 8:30-4:30, Monday through Friday, excluding holidays. Oral comments must be provided during normal business hours via telephone to Alecia Rutledge at (760) 924-5508, or in person, or electronically. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to comments-pacificsouthwest-inyo@fs.fed.us, with subject line, "Shady Rest Frisbee Golf Course."

If you have questions regarding this project, you may contact Alecia Rutledge, Inyo National Forest, Mammoth Ranger District Office, by phone at (760) 924-5508 or email to alecia.rutledge@usda.gov.

Sincerely,

TARO PUSINA
Acting District Ranger *FOR GORDON MARTIN*
Mono Lake and Mammoth Ranger Districts



Legend

 Project Location

0 0.225 0.45 0.9 Kilometers

TOML Shady Rest Disc Golf
Old Mammoth Quadrangle
T.3S. R.27 E., Section(s) 25,31, 36





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

TIME REQUIRED

SUBJECT Emergency and Public Services
Provided in Eastern Madera County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Madera County Board of Supervisors response to a letter from the Mono County Board of Supervisors May 7, 2019 letter regarding the public safety and public service issues in the Reds Meadow / Middle Fork San Joaquin River area of eastern Madera County.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
6/12/2019 7:40 AM	County Administrative Office	Yes
6/12/2019 11:32 AM	County Counsel	Yes
6/12/2019 11:41 AM	Finance	Yes



MEMBERS OF THE BOARD

BRETT FRAZIER, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
MAX RODRIGUEZ, District No. 4
TOM WHEELER, District No. 5

RHONDA CARGILL, Chief Clerk of the Board

May 31, 2019

John Peters, Chairman
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Re: Emergency and Public Services Provided in Eastern Madera County

Dear Chairman Peters and Members of the Board:

Thank you for your detailed May 7, 2019 letter. The Madera County Board of Supervisors obviously shares your concerns for the public safety and public service issues in the Reds Meadow Valley/Middle Fork San Joaquin River area of eastern Madera County, and we appreciate your Board's commitment to working with us on this matter.

In that regard, however, we believe that the public safety and service requirements for this area can best be addressed and fulfilled by continuing to operate within the framework of our counties' 1994 Memorandum of Understanding (or potentially an amended version thereof). As noted in your letter, our obligation to facilitate multi-agency coordination to provide public safety services in this area exists no matter where the administrative line between our two counties is located. Accordingly, we do not believe that a county boundary adjustment would serve any appreciable purpose, and our Board therefore respectfully declines your request to agendize that matter for consideration at this time.

I would observe that, to our knowledge, we have never had any operational issues with the numerous agencies named as stakeholders in your letter, and we continue to have a good working relationship with them currently, including the Mono County Sheriff's Office. We look forward to continued cooperation with these agencies in providing the requisite public services to this area, and we are confident that can be done through the parties' current MOU.

Again, we sincerely thank you for your thoughtful consideration of these matters, and we look forward to continuing to work with you on this, and all other issues of mutual importance to our counties.

Sincerely,

Brett Frazier
Chairman



John Peters, Chairman
Mono County Board of Supervisors
May 31, 2019
Page 2

cc: Regina A. Garza, County Counsel
Town of Mammoth Lakes
Mammoth Lakes Fire Protection District
Inyo National Forest
Devils Postpile National Monument
Eastern Sierra Transit Authority
California Department of Transportation
Great Basin Air Pollution Control District
California Department of Fish & Wildlife
Mono County Fish & Wildlife Commission
Mammoth Mountain Ski Area
Reds Meadow Resort and Pack Station
Mammoth Lakes Recreation
Mammoth Lakes Tourism
Senator Andreas Borgeas
Assembly Member Frank Bigelow



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Clerk of the Board

TIME REQUIRED 35 minutes (20 minute presentation, 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Rich Boccia, Mammoth Lakes Foundation

SUBJECT Mammoth Lakes Foundation Update

AGENDA DESCRIPTION:

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

An update from Rich Boccia, Executive Director of Mammoth Lakes Foundation.

RECOMMENDED ACTION:

Informational only.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: 760-709-6616 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
3/26/2019 4:07 AM	County Administrative Office	Yes
4/9/2019 4:00 PM	County Counsel	Yes
6/5/2019 4:11 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Public Works - Engineering Division

TIME REQUIRED 15 minutes (5 minutes presentation, 10 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Summary Road Vacation on Western Portion of Raymond Avenue

AGENDA DESCRIPTION:

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

Summary Vacation of a portion of Raymond Avenue "excess right-of-way" in June Lake that has never been constructed and contains wetlands.

RECOMMENDED ACTION:

1. Receive staff report regarding the Summary Road Vacation for a portion of Raymond Avenue in June Lake. Provide any desired direction to staff. 2. Consider and potentially adopt Resolution No. R19-__, A Resolution of the Mono County Board of Supervisors for Summary Vacation of Excess Right-of-Way along the Western Portion of Raymond Avenue" in June Lake, California; and, 3. Direct the Clerk of the Board to record a certified copy of the fully-executed resolution with the County Recorder. 4. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301 and §15061(b)(3). Direct the Public Works Director to file a Notice of Exemption for the project consistent with 14 CCR §15062.

FISCAL IMPACT:

None. This action will not increase or decrease road maintenance revenues or expenditures.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
resolution
Exhibit A

History

Time	Who	Approval
6/12/2019 7:43 AM	County Administrative Office	Yes
6/13/2019 12:40 PM	County Counsel	Yes
6/11/2019 2:59 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: June 18, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Summary Road Vacation on Western Portion of Raymond Avenue

Recommended Action:

1. Receive staff report regarding the Summary Road Vacation for a portion of Raymond Avenue in June Lake. Provide any desired direction to staff.
2. Consider and potentially adopt Resolution No. R19-___, "A Resolution of the Mono County Board of Supervisors for Summary Vacation of Excess Right-of-Way along the Western Portion of Raymond Avenue" in June Lake, California"; and,
3. Direct the Clerk of the Board to record a certified copy of the fully-executed resolution with the County Recorder.
4. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301 and §15061(b)(3). Direct the Public Works Director to file a Notice of Exemption for the project consistent with 14 CCR §15062.

Fiscal Impact:

None. This action will not increase or decrease road maintenance revenues or expenditures.

Background:

The 25-foot-wide Raymond Avenue Right-of-Way was created by the Silver Lakes Pines Tract No. 1 Subdivision Map and was never accepted into the County Road System. Currently, the eastern portion of Raymond Avenue is an unimproved dirt road that ends at Brenner Street (This portion of Brenner Street is now referred to as Raymond Avenue – See related item on Brenner Street Name Change). The western end of the Right-of-Way is a wetland and there is no through access to Alderman Street.

The County has not maintained Raymond Avenue nor treated it as a part of the County Road System. However, in 2015 the County re-constructed County-maintained roads and drainages throughout the June Lake Village area. As part of that work, the County accepted a drainage easement within and beneath the offer of dedication for Raymond Avenue (per R15-33) and constructed a storm drain underneath the eastern portion of Raymond Avenue.

Because of its wetland status, and to eliminate confusion regarding road naming, staff proposes that the western portion of right-of-way be vacated via a Summary Vacation proceeding under the provisions of Part 3, Chapter 4 of the Streets and Highways Code, Section 8334(a) "Excess right-of-way". See a draft resolution attached with Exhibit "A" showing the portion of Raymond Avenue proposed to be vacated.

The vacation process terminates unaccepted offers of dedication for streets, highways, public service easements, and other property interests offered to the County for public use, but not accepted. The vacation of an unaccepted offer of dedication terminates the offer of dedication but does not generally affect other rights over the lands in question (e.g., private easements). In this case, the proposed resolution specifically reserves the drainage easement accepted by R15-33.

The proposed Road Vacation of the western portion of Raymond Avenue is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 and "common sense" exemptions (14 CCR §§ 15301 and 15061(b)(3), respectively) of the CEQA Guidelines. There is no possibility that the Summary Road Vacation of Raymond Avenue may have a significant effect on the environment.

Please contact either Walt Lehmann at 760.932.5445, or me at 760.924.1802 if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
County Engineer

Attachment: Draft Resolution with Exhibit "A" Showing the Portion to be Vacated



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS FOR SUMMARY VACATION OF EXCESS RIGHT-OF-
WAY ALONG THE WESTERN PORTION OF RAYMOND AVENUE**

WHEREAS, pursuant to the recommendation of the Public Works Department, this Board, in accordance with the summary procedures for vacating a street, highway, or service easement set forth in §§ 8334 of the Streets and Highways Code, considered whether to adopt a resolution vacating approximately 226 feet of excess right-of-way of the western portion of Raymond Avenue in the community of June Lake; and,

WHEREAS, on July 7, 1925 the Mono County Board of Supervisors approved the final tract map for the Silver Lake Pines (No. 1) Subdivision, in June Lake, California (the "Map"), which was duly recorded in the office of the Mono County Recorder; and,

WHEREAS, the Map offered for dedication to the public all roads, streets, and avenues (hereinafter "roads") within the Silver Lake Pines Subdivision including Raymond Avenue; and,

WHEREAS, the offer of dedication was rejected by the Board in 1925 and the County has not thereafter accepted, performed any work, maintained, or otherwise expended public monies on Raymond Avenue (or Brenner Street south of Knoll Avenue which adjoins Raymond Avenue), which roads are, and remain, privately maintained roads; and

WHEREAS, the western portion of Raymond Avenue does contain underground utilities maintained by the June Lake Public Utility District, and that a road vacation of that portion of right-of-way would not interfere or affect those utility improvements; and

WHEREAS, the western portion of Raymond Avenue was never constructed due to the wetland conditions in the area; and

WHEREAS, on May 19, 2015 the County confirmed acceptance of a 25-foot wide drainage easement within and beneath the surface of the offer of dedication for Raymond Avenue per Resolution R15-33.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: A portion of Raymond Avenue shown in Exhibit A was never constructed, maintained or included on the County's official "Maintained Mileage"; and, consequently, that portion of road right-of-way is unnecessary for the public convenience; and that, for this reason, it is prudent and reasonable for the County to vacate the excess right-of-way.

1 **SECTION TWO:** For these reasons and pursuant to Section 3 of Chapter 4 of the Streets
2 and Highways Code (commencing with section 8330), from and as of the effective date of this
3 resolution, Mono County hereby vacates the western portion of Raymond Avenue as shown on
4 Exhibit A, Mono County, California.

5 **SECTION THREE:** The drainage easement accepted by Resolution R15-33 is
6 specifically reserved.

7 **SECTION FOUR:** The Clerk of the Board is directed to record a certified copy of this
8 resolution as provided in Streets and Highways Code § 8325.

9 **SECTION FIVE:** This Board finds that its adoption of this resolution will be seen with
10 certainty that there is no possibility that this action may have a significant effect on the
11 environment; consequently, this Board finds that its adoption of this resolution is categorically
12 exempt from further review under the California Environmental Quality Act (CEQA) pursuant to
13 the Class 1 exemption (14 CCR §§ 15305), and directs the Public Works Department to post a
14 notice of this finding in accordance with CEQA.

15 **PASSED, APPROVED and ADOPTED** this 18th day of June, 2019, by the following
16 vote, to wit:

17 **AYES:**

18 **NOES:**

19 **ABSENT:**

20 **ABSTAIN:**

21 _____
22 John Peters, Chair
23 Mono County Board of Supervisors

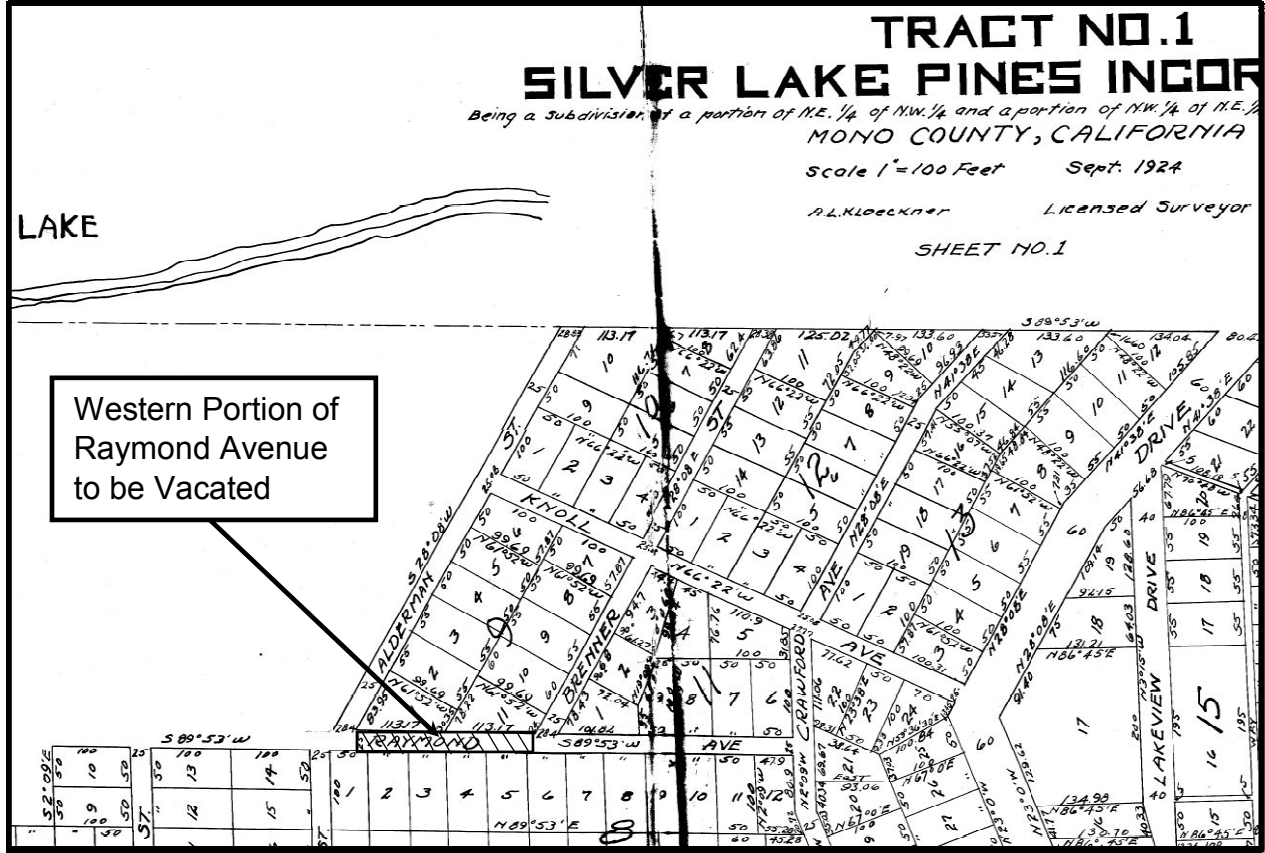
24 **ATTEST:**

25 **APPROVED AS TO FORM:**

26 _____
27 Clerk of the Board

28 _____
29 County Counsel

EXHIBIT "A"



Source: detail view of Map Book 1, Page 2



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Public Works Department

TIME REQUIRED	PUBLIC HEARING 10 AM: 15 minutes (5 minutes presentation, 10 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Rename Southern Portion of "Brenner Street" to "Raymond Avenue"		

AGENDA DESCRIPTION:

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

Public Hearing Regarding Proposed Name Change of a Portion of "Brenner Street" to "Raymond Avenue" [June Lake, California]

RECOMMENDED ACTION:

1. Conduct a Public Hearing on proposed name change to the portion of "Brenner Street" south of Knoll Avenue to "Raymond Avenue" in June Lake, California.
2. Following the Public Hearing, make the following findings:
 - A. That the portion of Brenner Street under consideration is a public road;
 - B. That the existing name of the portion of Brenner Street under consideration is confusing, duplicative, or otherwise undesirable;
 - C. That, the the confusing, duplicative or otherwise undesirable name of the portion of Brenner Street under consideration has the potential to impede emergency response to the properties along the road; and
 - D. The threat to public health and safety posed by the confusing nature of the existing name of the portion of Brenner Street under consideration outweighs any expense or inconvenience that would be incurred by property owners along the road were the road named or renamed.
3. Direct the County Engineer to record documents memorializing the board of supervisor's action with respect to the name of the road and provide notice of the change to affected parties pursuant to requirements included in the Streets & Highways Code and Mono County Code.

FISCAL IMPACT:

None.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> staff report
<input type="checkbox"/> Resolution
<input type="checkbox"/> exhibit A
<input type="checkbox"/> Public Hearing Notice

History

Time	Who	Approval
6/12/2019 7:42 AM	County Administrative Office	Yes
6/13/2019 12:19 PM	County Counsel	Yes
6/11/2019 3:00 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: June 18, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, County Engineer
Subject: Rename Southern Portion of "Brenner Street" to "Raymond Avenue"

Recommended Action:

Conduct a Public Hearing to consider a proposed road name change on the portion of "Brenner Street" south of Knoll Avenue to "Raymond Avenue".

Make the following findings: 1. That the road under consideration is a public road; 2. That the road either lacks a name or that its existing name is confusing, duplicative, or otherwise undesirable; 3. That, the lack of name or the confusing, duplicative or otherwise undesirable name has the potential to impede emergency response to the properties along the road; and 4. The threat to public health and safety posed by the lack of a name for the road or the confusing nature of the road's existing name outweighs any expense or inconvenience that would be incurred by property owners along the road were the road named or renamed.

Direct the County Engineer to record documents memorializing the board of supervisor's action with respect to the name of the road and provide notice of the change to affected parties.

Fiscal Impact:

None.

Background:

The road names for Brenner Street and Raymond Avenue were established in 1924 by the Silver Lakes Pines Tract No. 1 Subdivision Tract Map (see attached Exhibit A). The north portion of Brenner Street was improved and accepted into the County Road System but the southern portion was not. Over time, the residents along the southern portion of Brenner Street have taken to calling it Raymond Avenue because of the natural loop it makes with Raymond Avenue. At some point, the two residences on the southern portion of Brenner Street were issued Raymond Avenue addresses in the County's GIS.

In the spring of 2018, we became aware of this discrepancy when one of the affected residents sent an email to Community Development requesting that the signage be "corrected" at the intersection of Knoll Avenue and Brenner Avenue. Staff desires to clean this up by legally changing the name to Raymond Avenue. The process defined in Mono County Ordinance 13.35.010 requires the Planning Commission to consider name changes before they go to the Board of Supervisors for consideration.

On March 21, 2019 the Planning Commission conducted a Public Hearing to consider a proposed road name change on the portion of "Brenner Street" south of Knoll Avenue to "Raymond Avenue" and recommend the Board of Supervisors change the name at a future meeting. In it's recommendation, the Planning Commission made the findings listed in the Recommended Action above.

County Code requires the Board to make the same findings and direct staff to record a document memorializing the Board's action with respect to the name of the road. See attached a resolution and exhibit for this purpose. The code also requires that notice of the naming or renaming of the road be given to: the owners of real property, as shown on the latest equalized assessment roll, along the affected road; the sheriff; the California Highway Patrol; the California Department of Transportation; the U.S. Postal Service; and all affected local public agencies, emergency response agencies, school districts, and utility providers.

This hearing has been noticed per Mono County Code Section 13.35.020(B).

If you have any questions regarding this item, please contact either Walt Lehmann, Engineering Technician III, at (760) 932-5445 or me at (760) 924-1802.

Respectfully submitted,



Garrett Higerd
County Engineer

Attachment: Draft Resolution with Exhibit "A" – Showing a Map of the Amended Road Names



R19-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CHANGING THE NAME OF PUBLIC ROADS: A PORTION OF BRENNER STREET
(SOUTH OF KNOLL AVENUE) TO RAYMOND AVENUE, IN JUNE LAKE,
CALIFORNIA**

WHEREAS, pursuant to the recommendation of the Public Works Department, the Mono County Planning Commission conducted a public hearing, set and noticed in accordance with the procedures for renaming a street or highway, as set forth in Mono County Code sections 13.35.020 and 13.35.030, for the purpose of renaming the portion of Brenner Street south of Knoll Avenue to Raymond Avenue in June Lake, California; and

WHEREAS, a duly noticed public hearing by the Mono County Planning Commission was held on the 21st day of March, 2019, at the hour of 10:00 a.m. to receive public comments on the proposed name change to that portion of Brenner Street; and

WHEREAS, at said public the Mono County Planning Commission received the Public Works Department's report on the need to rename that portion of Brenner Street, the proposed new name for that portion of Brenner Street, and public testimony, correspondence, and other information related to the renaming of that portion of Brenner Street. At the hearing no public comment against the proposed name change of that portion of Brenner Street was received and the Planning Commission found no objections to the proposed name change; and

WHEREAS, following the Planning Commission public hearing, the Mono County Planning Commission made the findings required by Mono County Code section 13.35.030(B) and recommended that the Board of Supervisors adopt the Public Works Department's renaming of that portion of Brenner Street; and

WHEREAS, upon receiving the Mono County Planning Commission's recommendation, the Public Works Department, on behalf of the Mono County Board of Supervisors, set and noticed in accordance with Streets and Highways Code section 970.5 and Mono County Code section 13.35.040 a public hearing on the Public Works Department's proposal to rename that portion of Brenner Street to be conducted at the Board of Supervisors' regular meeting agenda on June 18, 2019.

[CONTINUED ON NEXT PAGE]

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO RESOLVES** that:

3 1. Pursuant to Streets and Highways Code section 970.5 and Mono County Code
4 section 13.35.040, the Mono County Board of Supervisors conducted a public hearing on the
5 Mono County Public Works Department’s proposal to rename a portion of Brenner Street in
6 June Lake, California.

7 2. Pursuant to Streets and Highways Code section 970.5 and Mono County Code
8 section 13.35.050, the Board of Supervisors finds that (i) the portion of Brenner Street under
9 consideration is a public road; (ii) the portion of Brenner Street under consideration, as
10 currently named, is confusing, duplicative, or otherwise undesirable; (iii) the confusing,
11 duplicative or otherwise undesirable name of the portion of Brenner Street under consideration
12 has the potential to impede emergency response to the properties along the road; and (iv) the
13 threat to public health and safety posed by the confusing nature of the portion of Brenner Street
14 under consideration outweighs any expense or inconvenience that would be incurred by
15 property owners along the road were the road named or renamed.

16 3. The name change to the portion of Brenner Street under consideration, as
17 presented herein and shown in Exhibit A, be adopted and hereafter such road shall be known
18 by the name so designated.

19 4. The Clerk of the Board is directed to record a certified copy of this resolution as
20 provided in Streets and Highways Code section 970.5.

21 **PASSED, APPROVED and ADOPTED** this 18th day of June, 2019, by the following
22 vote, to wit:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 _____
John Peters, Chair
Mono County Board of Supervisors

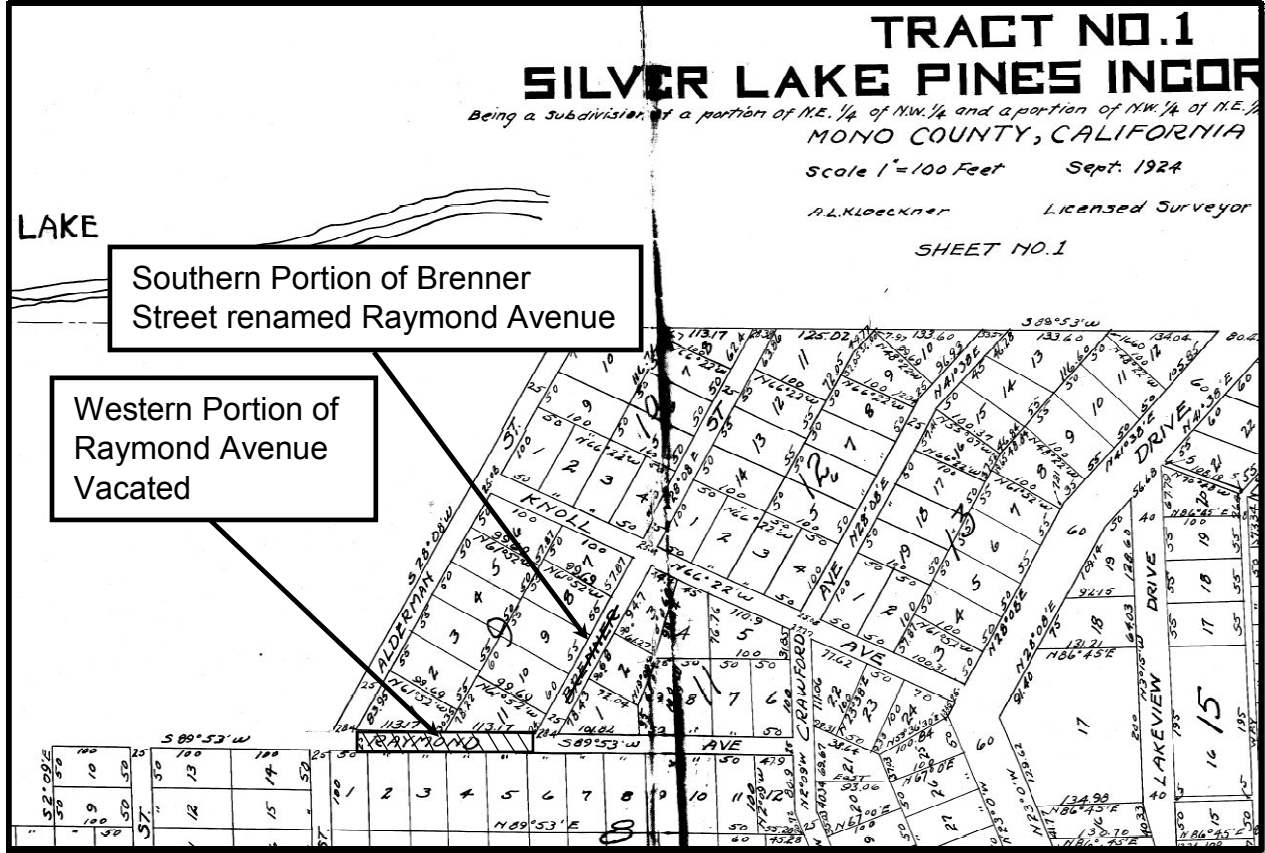
28 **ATTEST:**

29 **APPROVED AS TO FORM:**

30 _____
Clerk of the Board

31 _____
County Counsel

EXHIBIT "A"



Source: detail view of Map Book 1, Page 2

MONO COUNTY

Department of Public Works

PO Box 457
Bridgeport, CA 93517
760.932.5440, fax 932.5441
monopw@mono.ca.gov

June 4, 2019

To: The Sheet
From: Garrett Higerd, County Engineer
Re: Legal Notice for **June 8 and June 15** editions

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Board of Supervisors will conduct a public hearing **June 18, 2019**, in the Board of Supervisors Chambers, 437 Old Mammoth Road, Suite Z, Mammoth Lakes, CA (videoconference at the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA) to consider the following: **10:00 a.m. ROAD NAME CHANGE/June Lake**: Consider officially renaming portion of Brenner St. south of Knoll Ave. in June Lake to "Raymond Ave." The south portion of Brenner St. is an unimproved dirt road with a 25-foot-wide right of way created in 1924 by the Silver Lakes Pines No. 1 Subdivision Map and connects to the eastern portion of Raymond Ave. Maps and additional information: Mono County Department of Public Works, PO Box 457, Bridgeport, CA 93517 or phone 760.932.5440. INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Clerk of the Board of Supervisors, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Clerk of the Board of Supervisors at, or prior to, the public hearing.

###



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Public Works

TIME REQUIRED 15 minutes

PERSONS Chad Senior

SUBJECT Authorization to Bid the Eastside
Lane Rehabilitation Project - Phase 1

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane. The base bid for the project begins road rehabilitation at the Offal Road intersection and continues north on Eastside Lane for 1.3 miles. Project bid alternates are included for work to extend the road rehabilitation 0.5 miles to the Cunningham Lane intersection. The existing asphalt concrete will be recycled in-place for reuse on this project by implementing full-depth reclamation (FDR).

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the Eastside Lane Rehabilitation Project – Phase 1. Authorize the Public Works Department to advertise an Invitation for Bids. Provide any desired direction to staff.

FISCAL IMPACT:

This project is programmed for \$1,649,830 of federal State Transportation Improvement Program (STIP) funds (88.53 percent) and Caltrans Toll Credits (11.47 percent). Exact costs will be based on actual bids. Should Caltrans Toll Credits become unavailable, another funding source(s) would be needed for the local match (RTIP reserve shares or SB1 RMRA).

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 924-1812 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Project Manual
Project Plans

History

Time	Who	Approval
6/6/2019 1:53 PM	County Administrative Office	Yes
5/15/2019 11:53 AM	County Counsel	Yes
6/4/2019 2:42 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: May 21, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Authorization to Bid the Eastside Lane Rehabilitation Project – Phase 1

Recommended Action:

Approve bid package, including the project manual and project plans, for the Eastside Lane Rehabilitation Project – Phase 1. Authorize the Public Works Department to advertise an Invitation for Bids. Provide any desired direction to staff.

Fiscal Impact:

This project is programmed for \$1,649,830 of federal State Transportation Improvement Program (STIP) funds (88.53 percent) and a local match using Caltrans Toll Credits (11.47 percent). Exact costs will be based on actual bids. Should Caltrans Toll Credits become unavailable, another funding source(s) would be needed for the local match (RTIP reserve shares or SB1 RMRA).

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

Background:

This project will rehabilitate failing asphalt pavement on a portion of Eastside Lane in Walker, CA between the intersections of Offal Road and Cunningham Lane. The base bid for the project begins road rehabilitation at the Offal Road intersection and continues north on Eastside Lane for 1.3 miles. Project bid alternates are included for work to extend the road rehabilitation 0.5 miles to the Cunningham Lane intersection. The existing asphalt concrete will be recycled in-place for reuse on this project by implementing full-depth reclamation (FDR). This road rehabilitation treatment provides environmental sustainability by reducing the use of natural resources and minimizing fuel consumption, greenhouse gas emissions, and waste disposal.

The project was approved by the California Transportation Commission (CTC) at the May 15, 2019 meeting. Public works has requested an authorization to proceed (E-76) from the federal government to bid this project and proceed with construction. Upon receiving the E-76 and obtaining Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System for completion during the 2019 construction season. The project manual (contract documents, special provisions, technical specifications, project plans, etc.) is attached to this staff report for Board reference.

The project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption has been prepared for this project by the Public Works Department. This project is also subject to National Environmental Policy Act (NEPA)

requirements. A NEPA Categorical Exclusion (CE) was completed by Caltrans on February 21, 2019 in accordance with Chapter 3 of Title 23, United States Code Section 326 and a Memorandum of Understanding between FHWA and the State. Caltrans has determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26).

Please contact me at 760.924.1812 or by email at csenior@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
EASTSIDE LANE REHABILITATION PROJECT
Project No. RSTPL-I5947(056)

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & Construction Quality Assurance Program
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

March 2019

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Wednesday July 10, 2019

Public Works Conference Room

74 North School Street

Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday July 17, 2019

Clerk of the Board of Supervisors

74 North School Street / P.O. Box 237

Bridgeport, California 93517

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CERTIFICATION PAGE

County of Mono, Department of Public Works

Eastside Lane Rehabilitation Project

Project No. RSTPL-15947(056)

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:



APPROVED BY:

A handwritten signature in blue ink that reads "Garrett Higerd".

(Signature)

March 4, 2019

Date

Garrett Ralph Higerd
C70926, Expiration: 06/30/2019
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. RSTPL-I5947(056)*

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SECTION I



INVITATION FOR BIDS

Eastside Lane Rehabilitation Project

RSTPL-I5947(056)

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BIDS
EASTSIDE LANE REHABILITATION PROJECT
Project No. RSTPL-I5947(056)

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering and Asphalt Paving contractors for the **EASTSIDE LANE REHABILITATION PROJECT** ("Project"). The purpose of this Project is to rehabilitate approximately 1.7 miles of existing asphalt concrete pavement on a portion of Eastside Land between Offal Road and Cunningham Lane. Associated road drainage, signs, paint striping, and paint markings are included in the project.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide, in detail, the requirements for the Project. The Project Manual, Project Plans, and related Project documents are available on the Mono County Bid Management System. To access the system, go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of this Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder 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 Plan-holder List." 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 publicworks@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 (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County's Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am Wednesday July 10, 2019**. 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 plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, 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 Wednesday July 17, 2019 (“Bid Submission Deadline”)**.

As soon thereafter as is practicable, all bids received by the Clerk as of 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, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF
PUBLIC WORKS**INSTRUCTIONS TO BIDDERS**EASTSIDE LANE REHABILITATION PROJECT
Project No. RSTPL-I5947(056)**1. SECURING BID DOCUMENTS**

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on “view details” to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder 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 Plan-holder List.” 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 publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Wednesday, July 10, 2019**. 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 plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- 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 a submission of a bid constitutes agreement by a bidder that its representative 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 to direct the bidder’s attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only and are 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 the County 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 Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Eastside Lane Rehabilitation Project Proposal Forms ("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. Completed 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-30**) 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 by the County. 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 two additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternatives) for construction; and, if it chooses to do so, the County 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-4**.
- 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 contents and form of the Sample 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 evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that 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 each 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 Buy America, Disadvantaged Business Enterprises, 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. This Project is subject to Disadvantaged Business Enterprise (DBE) requirements. Mono County has calculated a **DBE goal of 8 percent**. Each bidder shall complete Exhibit 15-G, Construction Contract DBE Commitment form on page BD-25 and Exhibit 15-H, Proposer/Contractor Good Faith Efforts on page BD-27. Bidders are recommended to submit Exhibit 15-H even if you indicate on Exhibit 15-G that you will meet the proposed DBE requirement. Exhibit 15-H protects the bidder's eligibility for award of the contract if Mono County determines that the bidder failed to meet the DBE goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error. Exhibit 15-H shall be submitted to the County within five (5) business days from bid opening.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-30** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **EASTSIDE LANE REHABILITATION 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.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, July 17, 2019** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. 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 Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. 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 Bid Submission Deadline described above in Paragraph 5.I. 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 entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

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 their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful 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 (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample 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 in this Project Manual.
- C. The Contract Documents include a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor 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, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid 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 Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. 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 the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder'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 the contract price and provided such waiver is allowed by law.

11. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at csenior@mono.ca.gov.

Bid protests must be submitted in and include the following information: (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 of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, 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 bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, 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 take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, 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, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard 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, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could 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 that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The 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 Intent to Award will be the contract for the Project, 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 (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder 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 a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its 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, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project 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 a contract for the Project

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 bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful 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 and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- 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 Ten Thousand dollars (\$10,000.00), 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 bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (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 Director of the Department of Public Works, 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. INTEREST 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 bidders must employ, as far as possible, such methods and means in the carrying out the Project and related 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 Manual, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, bidders 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 Director of the Department of Public Works stating such fact. Substituted materials shall have the written approval of the Director of the Department of Public Works, or its authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and 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. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the 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 Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within **30 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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PROPOSAL FORMS

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-30**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **EASTSIDE LANE REHABILITATION PROJECT** (“Project”) in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein 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 Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

By submitting 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 on the Project pursuant to any contract executed pursuant to this Invitation for Bids 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 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the for questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Email Address: _____

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

Mono County Business License. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)

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BID SCHEDULE

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

CONTRACTOR'S NAME:

Eastside Lane Rehabilitation Sta 30+00 to Sta 97+00				Base Bid		A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS		
A2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
A3	12	Traffic Control, including Traffic Control Plan	1	LS		
A4	22, 30	Grind / Pulverize Existing Roadbed (6" Depth)	18015	SY		
A5	39	Hot Mix Asphalt (3-inch)	3040	Ton		
A6	19	Shoulder Backing (AC Grindings)	11448	LF		
A7	19	Shoulder Backing (Import)	2000	LF		
A8	84	Centerline (Paint)	6700	LF		
A9	84	4" Right-Edgeline (Paint)	13400	LF		
A10	66	18" CMP Culvert (Extension)	6	LF		
A11	70	Metal Flared End Section (18" CMP)	5	EA		
A12	70	Metal Flared End Section (24" CMP)	6	EA		
A13	82	Bike Sign - double (W11-1, W16-1)	2	EA		
Eastside Lane Rehabilitation Sta 30+00 to Sta 97+00 - Base Bid - A						- Subtotal:

Eastside Lane Rehabilitation Sta 97+00 to Sta 109+50				Alternate Bid		B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	8	Mobilization	1	LS		
B2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
B3	12	Traffic Control, including Traffic Control Plan	1	LS		
B4	22, 30	Grind / Pulverize Existing Roadbed (6" Depth)	3333	SY		
B5	39	Hot Mix Asphalt (3-inch)	563	Ton		
B6	19	Shoulder Backing (AC Grindings)	2100	LF		
B7	19	Shoulder Backing (Import)	400	LF		
B8	84	Centerline (Paint)	1250	LF		
B9	84	4" Right-Edgeline (Paint)	2500	LF		
B10	70	Metal Flared End Section (24" CMP)	2	EA		
Eastside Lane Rehabilitation Sta 97+00 to Sta 109+50 - Alternate Bid - B						- Subtotal:

BID SCHEDULE

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

CONTRACTOR'S NAME:

Eastside Lane Rehabilitation Sta 109+50 to Sta 122+00				Alternate Bid		C
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
C1	8	Mobilization	1	LS		
C2	13	Water Pollution Control, including SWPPP Prep.	1	LS		
C3	12	Traffic Control, including Traffic Control Plan	1	LS		
C4	22, 30	Grind / Pulverize Existing Roadbed (6" Depth)	3734	SY		
C5	39	Hot Mix Asphalt (3-inch)	630	Ton		
C6	19	Shoulder Backing (AC Grindings)	2504	LF		
C7	84	Centerline (Paint)	1250	LF		
C8	84	4" Right-Edgeline (Paint)	2500	LF		
C9	84	Stop Bar (Paint)	1	EA		
C10	84	"STOP" Marking (Paint)	1	EA		
C11	82	Bike Sign - double (W11-1, W16-1)	2	EA		
C12	82	Side Road Ahead Sign (W2-2L)	1	EA		
Eastside Lane Rehabilitation Sta 109+50 to Sta 122+00 - Alternate Bid - C						- Subtotal:

<p>BIDDER'S GRAND TOTAL *</p> <p>(Includes BASE BID A and BID ALTERNATES B and C)</p> <p><small>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER. NOTE, COUNTY SHALL RESERVE RIGHT TO CHOOSE AND CONSTRUCT THE BASE BID WITH OR WITHOUT THE ADDITION OF ALTERNATIVE BID B OR ALTERNATIVE BID C.</small></p>	
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EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-15947(056)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

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. In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater. 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. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
- 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. Fillable pdf forms of this exhibit are available for download at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter12/12b.pdf>
- D. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

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

Distribution: Original-Local Agency File

EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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

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. Fillable pdf forms of this exhibit are available for download at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter12/12b.pdf>

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

Distribution: Original-Local Agency File

ACKNOWLEDGEMENTS

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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

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.

Eastside Lane: 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. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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DISCLOSURES AND CERTIFICATIONS

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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

PUBLIC CONTRACT CODE SECTION 10162 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.

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder shall complete the following questionnaire under penalty of perjury:

PUBLIC CONTRACT CODE SECTION 10285.1 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 Public Contract Code Section 1101, with any "public entity," as defined in Public Contract Code Section 1100, the Regents of the University of California, or the Trustees of the California State University? The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 102985.1.

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.

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Note: The above Questionnaires and Statement are a part of the Proposal. Signing on the signature portion of this Proposal shall also constitute signature of this Questionnaire and Statement, and the Bidder declares 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.

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 conformance 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 its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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: The above Workers' Compensation Certification and Non-Collusion Affidavit are a part of the Proposal. Signing on the signature portion of this Proposal constitutes signature on the above certification and affidavit, and the Bidder declares 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 COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 (Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation). Refer to https://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor's Office of Federal Contract Compliance.

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 any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department 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 less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Non-compliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

Subcontractor Name

Subcontractor Signature

Date

Note: This Certificate constitutes a part of the proposal, and the contractor's signature on the signature portion of the proposal constitutes the Contractor's "Equal Employment Opportunity Compliance Certificate" 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, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicated, 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 three (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 thereof 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.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF STANDARD FORM - LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BIDDER'S QUALIFICATION STATEMENT

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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 provided in the Project Manual if circumstances warrant and to waive any error or defect in a Bidder's Qualification 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 Qualification 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 Sample Standard 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 Qualifications 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 (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) 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 (5) 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.

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, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

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. If necessary, use additional sheets to identify all principals and key personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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
 - ii. 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

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

- | | |
|---------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> 1. Grading & Earthwork | <input type="checkbox"/> 13. AC Full Depth Reclamation |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Asphalt Concrete Reconstruction |
| <input type="checkbox"/> 3. Hot Mix Asphalt Design | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Hot Mix Asphalt Paving | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization | <input type="checkbox"/> 17. Traffic Control |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization | <input type="checkbox"/> 18. SWPPP Preparation |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation | <input type="checkbox"/> 19. Roadway Sign Placement |
| <input type="checkbox"/> 8. Chip Sealing | <input type="checkbox"/> 20. Roadway Paint Striping |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays | <input type="checkbox"/> 21. Roadway Paint Markings |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer | <input type="checkbox"/> 22. Erosion Control Protection |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding |

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 form on the next page to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ROADWAY REHABILITATION AND/OR ASPHALT RECONSTRUCTION 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 provide 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

EASTSIDE LANE REHABILITATION PROJECT (FEDERAL PROJECT NO. RSTPL-I5947(056))

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.

PRINCIPAL:

Executed on: _____

By: _____

(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)

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Mono County 2. Contract DBE Goal: 8%

3. Project Description: _____

4. Project Location: _____

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

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

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

(Fillable pdf Exhibit 15-G is available for download at
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter15/15g.pdf>)

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). RSTPL-I5947(056) Bid Opening Date July 19, 2019

The County of Mono established a Disadvantaged Business Enterprise (DBE) goal of 8 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

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

H. Any additional data to support a demonstration of good faith efforts:

Fillable pdf Exhibit 15-H is available for download at
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter15/15h.pdf>

SECTION II



SAMPLE STANDARD AGREEMENT

Eastside Lane Rehabilitation Project

RSTPL-I5947(056)

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AGREEMENT BETWEEN COUNTY OF MONO AND
 Click here to enter text. **FOR THE CONSTRUCTION OF THE**
EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)

INTRODUCTION

WHEREAS, the County of Mono ("County") may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. ("Contractor") (County and Contractor may be referred to individually as a "Party" and collectively as the "Parties"), 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

Contractor shall furnish to County, upon its request, those services and work set forth in the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor's bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other: Federal Minimum Wage Rates

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

2. TERM

The term of this Agreement shall be from July 31, 2019, to July 31, 2020, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

- A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.
- B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.
- C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Click here to enter text. dollars (\$Click here to enter text.), or Click here to enter text. dollars (\$Click here to enter text.) in any twelve-month period, plus (for public works contracts) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.
- E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, completed at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. 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. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) 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 Four Hundred Ninety-nine

dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, 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, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total that 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, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence / Two Million dollars (\$2,000,000.00) general aggregate. If 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 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 Contractor must purchase "extended reporting" coverage for a minimum of five years

after completion of contract work.

- Pollution Liability Insurance.** A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.000) per claim or occurrence / Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. **Coverage and Provider Requirements.** Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) 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 County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; 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 County.

C. **Deductible, Self-Insured Retentions, and Excess Coverage.** Any deductibles or self-insured retentions must be declared and approved by County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to 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.

D. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

C. Contractor, its agents, officers and employees are, and at all times during the term of this

Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, 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 and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This Agreement is an agreement for the personal services of Contractor. 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 moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be 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 23 below.

18. 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that 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.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from 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 (2) 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 County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county

statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

<p>If to County:</p> <p>Mono County Public Works Department P.O. Box 457 Bridgeport, CA 93517 Phone: 760 932-5459</p>	<p>If to Contractor:</p> <p>Click here to enter text. Click here to enter text. Click here to enter text. Click here to enter text. Click here to enter text.</p>
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25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF**
THE EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)

TERM:

FROM: July 31, 2019

TO: July 31, 2020

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid item A (“Base Project”) and additive bid alternatives B and C.

The major work items of this the EASTSIDE LANE REHABILITATION PROJECT, Project No. RSTPL-I5947(056) (“Project”) are to rehabilitate the existing asphalt concrete on Eastside Lane between Offal Road and Cunningham Lane, install associated drainage structures, paint traffic markings, install roadway signs, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2015) issued by the California Department of Transportation, and the AASHTO Green Book (2018) 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 County’s 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 this reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION OF THE
EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)

TERM:

FROM: July 31, 2019

TO: July 31, 2020

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)), unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

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ATTACHMENT B2

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
EASTSIDE LANE REHABILITATION PROJECT
RSTPL-15947(056)

BID SCHEDULE

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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, 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 written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- 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, 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 these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency 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:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** 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 Contractor 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 Limit 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, and 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.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. 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 work until final acceptance of 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.
- C. 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.
- D. 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 Engineer 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.
- E. 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, to the fire department and law enforcement agency having jurisdiction over the project area, 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 Engineer. 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.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Mono County Sheriff's Department
Southern CA Edison
Mono County Fire / Rescue Department
United States Bureau of Land Management

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

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.

The following biological environmental commitments shall be met for the Project:

1. A qualified biologist will conduct pre-construction surveys for nesting birds within 14 days prior to construction start, between the dates of February 15 and September 30.
2. A qualified biologist will conduct pre-construction surveys for culvert dwelling within 14 days prior to construction start.
3. A 'no work' buffer may be implemented if the biologist determines that project activities are impacting nesting bird behaviors.
4. A full-time biological monitor may be required if the biologist determines that project activities are impacting nesting bird behaviors.

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 et seq. 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, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

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 either to 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 work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 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, subcontractor, or lower-tier contractor. 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 and 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 including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

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.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

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.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

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.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

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 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 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 Special Provisions, any QAP, 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 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.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

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.

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 7.4 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 Unexcusable 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 fails to follow applicable legal 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 be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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 Sections 7.2 or 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 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 or as otherwise permitted in writing by the Engineer.

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 latest edition of the Occupational Safety and Health Administration (OSHA).

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.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," 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 AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

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. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

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 the Special Provisions, the QAP, 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. 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 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 timeframes.

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 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. The work shall be diligently prosecuted to completion before the expiration of **30 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 **\$8,300.00 per day**, as liquidated damages, for each and every working 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, Chapter 12, page 17-18, available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.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 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

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EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT

PREVAILING WAGES AS OF: _____ [DATE]

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 California Labor Code section 1771, 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 (Scope of Work) of this Agreement that constitute a public work.

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 that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, 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 California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, 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. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the EASTSIDE LANE REHABILITATION PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) 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 that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, 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 Attachment A (Scope of Work) 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.

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 Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, 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 Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) 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 Attachment A (Scope of Work) 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.

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 that constitute a public work, as described in Attachment A (Scope of Work) 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 California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor 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 Attachment A (Scope of Work) of this Agreement,

for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

(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 two hundred dollars (\$200) 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 forty dollars (\$40) 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 eighty dollars (\$80) 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 one hundred twenty dollars (\$120) 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) If 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 this section and Sections 1771, 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.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) 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.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(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) If 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) Before 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 supplying 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 if the contractor agrees to be bound by those standards. However, 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. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, 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 who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who 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 Administrator of Apprenticeship 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) If 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) (A) 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 Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) 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.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that

county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(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. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(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) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**
EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-I5947(056)

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, 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. 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 County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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DRAFT

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to Contractor _____ [NAME], hereafter designated as the "Contractor", a contract for the work described as follows:

EASTSIDE LANE REHABILITATION PROJECT as described in the Project Manual.

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

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DRAFT

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its 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:

EASTSIDE LANE REHABILITATION PROJECT as described in the Project Manual.

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 Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance 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

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DRAFT

SAMPLE WARRANTY BOND

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 the EASTSIDE LANE REHABILITATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (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

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DRAFT

EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION OF THE
EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should 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. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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EXHIBIT 6
AGREEMENT BETWEEN THE COUNTY OF MONO AND [contractor] FOR THE
CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)

FEDERAL-AID CONTRACTS
(For Local Assistance Construction Projects, LAPM Exhibit 12-G)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

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

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

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

a. DBE Commitment Submittal

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 calendar days of the request.

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

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

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

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

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

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

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

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

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

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

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

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

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

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

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract

acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

2. **BID OPENING**

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.

3. **BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD**

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown 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, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **THIRTY**

(30) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Mono the sum of **\$8,300.00 per day**, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the Requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification—First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification- Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non-material supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the

Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA, as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued

pursuant to this contract.

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0 .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of Mono:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain County of Mono approval for this submitted information before you start work. The County of Mono credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of Mono and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the

classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Mono reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

EXHIBIT 9

AGREEMENT BETWEEN COUNTY OF MONO AND

Click here to enter text. **FOR THE CONSTRUCTION
OF THE EASTSIDE LANE REHABILITATION PROJECT
RSTPL-I5947(056)**

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates obtained from <https://www.wdol.gov>

General Decision Number: CA190020 02/15/2019 CA20

Superseded General Decision Number: CA20180031

State: California

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

Counties: Inyo, Kern and Mono Counties in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is

higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019

ASBE0005-001 07/02/2018

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 41.63	21.64

ASBE0005-005 07/02/2018

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 19.93 11.27

 ASBE0016-003 08/01/2018

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 51.71	23.28

 BOIL0092-005 03/01/2018

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

 BOIL0549-003 10/01/2016

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 39.68	35.71

 * BRCA0004-005 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.92	14.15

*The wage scale for prevailing wage projects performed in
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
 Palms, Needles and 1-15 corridor (Barstow to the Nevada
 State Line) will be Three Dollars (\$3.00) above the
 standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

BRCA0018-011 07/01/2017

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-012 07/01/2017

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-006 07/01/2018

Rates Fringes

CARPENTER

(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 41.84	17.48
(02) Millwright.....	\$ 42.91	17.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 42.54	17.48
(04) Shingler (Commercial).	\$ 36.91	15.50
(05) Table Power Saw Operator.....	\$ 36.88	15.50
(06) Pneumatic Nailer or Power Stapler.....	\$ 37.03	15.50
(07) Roof Loader of Shingles (Commercial).....	\$ 25.84	15.50
(08) Saw Filer.....	\$ 36.87	15.50
(09) Scaffold Builder.....	\$ 28.55	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

ELEC0428-001 12/01/2018

Rates Fringes

CABLE SPLICER

China Lake Naval Weapons Center, Edwards AFB.....	\$ 52.78	3%+19.29
Remainder of Kern County....	\$ 46.53	3%+19.39

ELECTRICIAN

China Lake Naval Weapons Center, Edwards AFB.....	\$ 48.55	3%+19.29
Remainder of Kern County....	\$ 42.30	3%+19.39

ELEC0428-003 01/01/2019

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System Installer		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 34.69	17.53
KERN COUNTY.....	\$ 31.56	17.44

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2018

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 38.29	3%+24.24

CABLE SPLICER: \$1.50 above Electrician.
TUNNEL WORK: 10% above Electrician.

* ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25

GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25

GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high-pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene

or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and

including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San

Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-002 07/01/2018

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee

bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person;

Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2018

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or

shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or

water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services;
Rock slinger; Rotary scarifier or multiple head concrete
chipping scarifier; Steel headerboard and guideline setter;
Tamper, Barko, Wacker and similar type; Trenching machine,
hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump
person, and asphalt spreader boxes (all types); Concrete
core cutter (walls, floors or ceilings), grinder or sander;
Concrete saw person, cutting walls or flat work, scoring
old or new concrete; Cribber, shorer, lagging, sheeting and
trench bracing, hand-guided lagging hammer; Head rock
slinger; Laborer, asphalt- rubber distributor boot person;
Laser beam in connection with laborers' work; Oversize
concrete vibrator operator, 70 lbs. and over; Pipelayer
performing all services in the laying and installation of
pipe from the point of receiving pipe in the ditch until
completion of operation, including any and all forms of
tubular material, whether pipe, metallic or non-metallic,
conduit and any other stationary type of tubular device
used for the conveying of any substance or element, whether
water, sewage, solid gas, air, or other product whatsoever
and without regard to the nature of material from which the
tubular material is fabricated; No-joint pipe and stripping
of same; Prefabricated manhole installer; Sandblaster
(nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing
and blasting of all powder and explosives of whatever type,
regardless of method used for such loading and placing;
Driller: All power drills, excluding jackhammer, whether
core, diamond, wagon, track, multiple unit, and any and all
other types of mechanical drills without regard to the form
of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump
person; Dump person (outside); Swamper (brake person and
switch person on tunnel work); Tunnel materials handling
person; Nipper; Pot tender, using mastic or other materials
(for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading
agitator cars; Vibrator person, jack hammer, pneumatic
tools (except driller); Bull gang mucker, track person;

Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface

in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.05	19.22

PAIN0036-021 07/01/2018

INYO AND MONO COUNTIES

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 26.68	14.90

(2) Repaint.....	\$ 24.40	14.82
(4) All other work.....	\$ 26.68	14.90
(5) Industrial.....	\$ 32.52	15.44

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2018

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN1247-001 05/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.85	14.56

PLAS0200-007 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:

\$3.00 additinal per hour.

PLAS0500-002 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 35.75 22.48

PLUM0078-001 07/01/2016

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.16 25.19
Sewer & Storm Drain Work....\$ 44.16 25.19

PLUM0460-002 07/01/2013

Rates Fringes

PLUMBER (Plumber, Pipefitter,
Steamfitter, Refrigeration)

0 to 40 miles radius from
6718 Meany Avenue in
Bakersfield.....\$ 40.57 22.84
40 to 75 miles radius.....\$ 45.07 22.84
75 miles to 100 miles
radius.....\$ 47.57 22.84
over 100 miles radius.....\$ 51.07 22.84

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 01/01/2019

Rates Fringes

ROOFER.....\$ 28.21 14.21

FOOTNOTE: Work with pitch, pitch base or pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

SFCA0669-007 04/01/2018

Rates Fringes

SPRINKLER FITTER.....\$ 39.73 21.90

SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 44.28	28.46

SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.88	27.49

TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59

GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Eastside Lane Rehabilitation Project

RSTPL-I5947(056)

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TECHNICAL SPECIFICATIONS

EASTSIDE LANE REHABILITATION PROJECT

Project No. RSTPL-I5947(056)

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2. **BIDDING**

Contractor Registration:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Job Site and Document Examination:

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

Bid Item List:

Submit a bid based on the bid item quantities the Department shows on the Bid Item List.

Disadvantaged Business Enterprise Goal:

Mono County shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown in the *Instruction to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possess the work codes applicable to the type of work the firm will perform on the Contract.

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

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

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

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The County uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE Commitment Submittal

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form. Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

Complete and submit the DBE Good Faith Efforts Documentation form, Exhibit 15-H (included in the Proposal Forms) showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. It is recommended that each bidder submit Exhibit 15-H even if the bid proposal meets the proposed DBE goal.

Submit good faith efforts documentation within five (5) business days from bid opening to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The County considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

Bid Proposal Forms Submittal Schedule:

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following required items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.
2. Exhibit 15-H: Proposer/Contractor Good Faith Efforts may be submitted up to five (5) business days from bid opening (no later than 3:00 pm on the 4th business day after bid opening).

4. SCOPE OF WORK

The **EASTSIDE LANE REHABILITATION PROJECT** (hereinafter referred to as the project) is for the purpose of rehabilitating the asphalt concrete on a portion of Eastside Lane in Walker, CA. Signs and pavement markings will be applied after the paving operations are complete. The project also includes repair of existing culverts and installation of flared end sections on existing culverts crossing under Eastside Lane.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, 2015 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with Federal Project Requirements, the Federal requirement shall prevail and be upheld by the Contractor.

The Contract Intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

Changes and Extra Work:

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Work-Character Changes:

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

Differing Site Conditions:

Promptly notify the Engineer if you find either of the following conditions:

1. Subsurface or latent physical conditions at the site that differ materially from those indicated in the contract.
2. Unknown 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.

The party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before affected work is performed. Include details explaining the information relied upon and the specific material differences discovered. If Contractor fails to promptly notify the Engineer, Contractor waives claim of a differing site condition for the period between the discovery of the differing site condition and the notification to the engineer. If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume work.
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

5. CONTROL OF WORK**General:**

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 5, "CONTROL OF WORK".

A Notice to Proceed must be issued before commencement of any work.

No weekend or night work allowed.

Exemptions to scheduled days off may be granted by written approval from Mono County for specific Project operations and/or for periods of limited duration.

Hot Mix Asphalt pavement mix design must be approved before any grinding / pulverizing activities commence.

A pre-construction meeting is required prior to the start of work.

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

Perform sampling and testing required by Appendix A, Table 1, Schedule of Minimum Sampling and Testing for Acceptance.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the Department's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Inspector's Authority:

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

Engineer's Authority:

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

Subcontracting:

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the Department may exercise the remedies provided in Public Contract Code §4110. The Department may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30

percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract. Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

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

Disadvantaged Business Enterprises:

Use each DBE as listed on the DBE Commitment form unless you receive authorization for a substitution. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

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

Before the 15th day of each month for the previous month's work, submit:

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

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

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 30 days of Contract acceptance. The County withholds \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

If a DBE goal is shown on the *Instruction to Bidders*:

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if it shows any

of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractor's License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause under 49 CFR 26.53.

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

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

If the County authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The County may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the County authorizes a request to terminate or substitute a listed DBE, the County does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Storm Water Pollution Prevention Program (SWPPP)
3. Traffic Control Plan
4. Asphalt Concrete Mix Design
5. Shoulder Backing Material Manufacturer's Specifications (imported only)
6. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
7. Corrugated Metal Pipe / Flared End Section Certificates of Compliance
8. Quality Control personnel certifications, laboratory certifications, required test data, laboratory test results, field test reports, and evaluation reports

9. Subcontracts, as requested
10. Certified Payroll
11. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2019 between July and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates for Walker / Coleville:

- Eastern Sierra ATV & UTV Jamboree: September 24 – September 28, 2019

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract. Erect and maintain the bulletin board at a conspicuously assessable location on the Project and remove and dispose of it after final Project acceptance.

Portions of Eastside Lane are located within a right-of-way granted by with the United States Bureau of Land Management (BLM). The Contractor shall conform to any BLM requirements.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas. The proposed storage area is adjacent to the Mono County operated Walker Landfill and Transfer Station.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

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 Engineer 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.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in the community and notify 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 the Mono County Department of Public Works.

The Contractor shall provide Advance Notice and coordinate the work with the following parties:

Mono County Sheriff's Department	760-932-7549
Antelope Valley Fire Protection District	530-495-2900
Southern California Edison	760-924-4810

Record Retention:

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Record Inspection, Copying, and Auditing:

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

Cost Accounting Records:

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account
 - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing

4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

Payment:

There is no separate payment for CONTROL OF WORK.

6. CONTROL OF MATERIALS

General

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

Buy America

Crumb Rubber (Pub Res Code § 42703(d)):

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

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

Steel and Iron Materials:

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in

- the domestic production of the steel and iron materials
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

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

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

Quality Assurance (QA) and Quality Control (QC):

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract.

Quality Control Program:

Develop, implement, and maintain a QC program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

County Acceptance (QA):

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

Job Site Inspection and Testing:

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

Certificates of Compliance

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

Payment:

There is no separate payment for CONTROL OF MATERIALS.

8. PROSECUTION AND PROGRESS**General:**

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.

Submittals:

Construction Schedule

Mobilization:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

Payment:

There is no separate payment for PROSECUTION AND PROGRESS.

The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including 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, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

9. PAYMENT

Payment Scope:

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. Permits, licenses, agreements, certifications, or any combination of these and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item

12. TEMPORARY TRAFFIC CONTROL

General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Accommodate traffic according to the MUTCD, the approved traffic control plan, and this section.

Construction:

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

The Contractor shall leave the street open to traffic.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, 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.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

For shoulder drop-offs of 3 inches or less, provide "Low Shoulder" warning signs. For shoulder drop-offs in excess of 3 inches, provide 1V:3H fillet with "Should Drop-Off" warning signs.

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. The sign shall be placed as approved by the Engineer.

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.

Submittals:

Temporary Traffic Control Plan (TTC). The TTC shall include the relevant CT Standard Plans.

Payment:

The contract LUMP SUM price paid for "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 plans, 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 CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

13. WATER POLLUTION CONTROL

General:

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

Submittals:

Stormwater Pollution Prevention Plan (SWPPP)
Fiber Roll must be certified seed proof

Materials:

Fiber Rolls
Other BMP's per SWPPP and as determined in the field

Construction:

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

The SWPPP, Waste Discharge Identification (WDID), and associated permits, records, and inspection forms shall be kept on-site and made available for inspection when requested. At the

completion of the Project, the complete SWPPP, including inspection forms, logs, monitoring reports, and any other information added during the Project shall be provided to Mono County.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as specified in the approved Stormwater Pollution Prevention Plan (SWPPP), as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for preparing and obtaining an approved Stormwater Pollution Prevention Plan (SWPPP), obtaining necessary permits, and for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as specified in the SWPPP, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. PROTECTION OF EXISTING FACILITIES

General:

All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the CT Specifications and these Technical Specifications.

Construction:

Existing underground utility lines are not 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. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

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 Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

Payment:

Full compensation for PROTECTION OF EXISTING FACILITIES and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

17. CLEARING AND GRUBBING

General:

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

Clearing:

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

Grubbing:

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots,

buried logs, and other vegetative or objectionable material.

Disposal of Materials:

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer. Dispose of hazardous material according to Federal, state, and local regulations.

Payment:

Full compensation for CLEARING AND GRUBBING shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

18. DUST CONTROL**General:**

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Construction:

The Contractor shall perform necessary work to control dust at all times, as required by regulation.

Water shall be used to suppress dust as necessary on:

1. Construction staging, material storage, and layout areas
2. Compacted soil or aggregate base roads or driveways
3. Paved surfaces
4. Active haul roads and detours

If necessary, sweep up or vacuum any residue on pavement before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

Payment:

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

19. EARTHWORK**19.1 General**

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

Unsuitable Material:

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

Buried Man-Made Objects:

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

19.3 Structure Excavation and Backfill

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, pipes, rods, deadmen, cutoff walls, and other facilities
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

Structure Backfill:

Structure backfill must be free of organic or other unsatisfactory material.

Structure backfill must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
3"	100

Slurry Cement Backfill:

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water.

The aggregate must be one of the following:

1. Commercial-quality concrete sand
2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
1"	80-100
3/4"	60-100
3/8"	50-100
No. 4	40-80
No. 100	10-40

The water must be free from oils, salts, and other impurities that adversely affect the backfill.

Proportion slurry cement backfill by weight or volume. The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be pumped without segregation during placement.

Mix materials thoroughly by machine. Use a pugmill, rotary drum, or other authorized mixer. Mix until cement and water are thoroughly dispersed.

You may use slurry cement backfill as structure backfill for pipe culverts.

Place slurry in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts.

Remove foreign material that falls into trenches.

Do not backfill over or place material over slurry cement backfill until at least 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

If slurry cement backfill is used for structure backfill, you may reduce the excavation width such that the clear distance between the outside of the pipe and the side of the excavation on each side of the pipe is at least (1) 6 inches for pipes 42 inches or less in diameter or span and (2) 1 foot for pipes over 42 inches in diameter or span.

Place slurry cement backfill only for that portion of structure backfill (1) below the original ground or grading plane or (2) below the top of the embankment placed before excavating for the culvert pipe. Compact earth plugs at each end of the pipe before placing the backfill to completely contain slurry in the pipe trench.

Culvert Bedding:

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade. Headers may be left in place.

Sand Beddings:

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 4	90–100
No. 200	0–5

Structure Construction:

Change order work includes:

1. If structure excavation is more than 0.5 foot from the depth shown and you request an adjustment for the increased depth

2. The Engineer orders an adjustment for a decreased depth

Place material from structure excavation not used as structure backfill in roadway embankments

Structure Compaction:

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures. Backfill layers must be at most 0.67 foot thick before compacting.

Compact structure backfill to a relative compaction of at least 95 percent of maximum dry density.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

Payment:

The payment quantity for structure backfill does not include:

1. Volume of pervious backfill material within the limits of the structure backfill
2. Volume occupied by the new structure

For culverts:

1. Depth of structure excavation is the vertical distance between original ground and the bottom of the culvert trench.
2. Increased depth due to unsuitable material or rock or other unyielding material below the planned grade is not considered in determining the depth of structure excavation.

Full compensation for STRUCTURE EXCAVATION AND BACKFILL is included in bid item EXTEND EXIST CMP CULVERT measured in Linear Feet (LF) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, placing, disposal, compaction, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

19.9 Shoulder Backing

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

Materials:

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60
No. 30	10–35
No. 200	5–15

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	70–100
No. 4	30–80

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
Sand Equivalent		
Single type of material except RAP		10-35
Combination of all type of materials including RAP	California Test 217	10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

If aggregate base is used for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Construction:

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

Remove weeds, grass, and debris from the area to receive shoulder backing.

Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

Payment:

SHOULDER BACKING is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The Department does not increase the embankment quantity if subsidence or consolidation occurs after you start placing the backing material.

The contract unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

22. FINISHING ROADWAY

Perform finishing activities after completing all other construction activities.

Construction:

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes
2. At medians

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes

Trim slopes of gutters without lining or surfacing to the required grade and cross section. Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels constructed under the Contract. Clean out sewers, culverts, and other drainage facilities and appurtenant structures constructed

under the Contract.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes
2. Medians
3. Finished roadbed

Dispose of material resulting from finishing activities. If authorized, soil and rock resulting from finishing activities may be used along the roadway.

Finishing roadway includes removal, loading, and hauling of excess asphalt road grindings necessary to finish grade the roadway.

Payment:

Full compensation for FINISHING ROADWAY shall be considered as included in the prices paid for the various items of work involved (GRIND / PULVERIZE EXISTING ROADBED), and no separate payment will be made therefor.

30. RECLAIMED PAVEMENTS

Pulverized Roadbed:

Includes specifications for constructing a uniform reclaimed pavement base by pulverizing the asphalt concrete pavement and underlying material.

Submittals:

Material sampling shall be done on the first day of road pulverization (test strip) to confirm the gradation meets the requirements.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown in the following table:

Pulverized Roadbed Quality Characteristic Sampling Locations and Testing Frequencies

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Depth of cut	NA	500 feet	Both sides of reclaiming machine along cut length
In-place wet density	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125

Relative compaction	ASTM D6938 or CT 231	Minimum one test per 5000 sq. ft. of road area	Compacted roadbed
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County Acceptance:

The County accepts pulverized roadbed based on:

1. Visual inspection including:
 - 1.1. Segregation, tearing, and scarring of the finished surface
 - 1.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 1.3. Uniform surface texture throughout the work limits
 - 1.4. Repaired areas
2. Compliance with the following table:

Pulverized Roadbed Requirements for Acceptance

Quality characteristic	Test method	Requirement
Relative compaction (min, %)	ASTM D6938 or CT 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the thickness shown

Materials:

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

Pulverized Roadbed Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Gradation (% passing) Sieve Size: 2 inch 1 1/2 inch	California Test 202	100 90-100
Depth of cut (ft)	NA	Not more than 0.05 ft less than the thickness shown
In-place wet density (lb/cu ft)		Report only
Relative compaction (min, %)	ASTM D6938 or CT 231	95

Supplementary Aggregate:

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in section 26.

Construction Equipment:

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the

Compacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatic-tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

Finishing:

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation.

Repair damaged pulverized roadbed with minor HMA.

Payment:

Payment for GRIND/PULVERIZE EXIST ROADBED shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, finishing roadway, hauling material, incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

39. ASPHALT CONCRETE

This item shall consist of pavement courses composed of mineral aggregate and an approved asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished and approved before placement of the next course.

Hot Mix Asphalt (HMA) binder shall be PG 64-28, modified (preferred) or unmodified, per Section 92 of the Caltrans Standard Specifications (Type A or Type B). Aggregate Gradation shall be $\frac{3}{4}$ -inch.

Submittals:

Submit the proposed **HMA mix design** including location of all commercial mixing plants to be used for approval prior to the start of work. A separate job-mix formula (JMF) shall be supplied for each plant proposed for use on the project. Asphalt Binder PG64-28 certificate of compliance from the manufacturer shall be included with the mix design submittal. HMA mix design shall be approved by the Engineer in writing prior to the start of HMA production.

Should a change in sources of materials be made, a new JMF must be approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and Caltrans Independent Assurance Program. **A copy of the laboratory's current accreditation and accredited test methods** shall be submitted to the Engineer prior to start of construction.

Contractor Quality Control shall be performed for the project including inspection, sampling, and testing necessary to maintain process control and meet minimum testing requirements. An organizational list of personnel with associated responsibilities and relevant certifications and relevant Laboratory certifications shall be provided prior to construction. An action plan shall be developed to correct situations when deviations from required specifications occur.

Composition of Hot Mix Asphalt (HMA):

The HMA mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets grading requirements of the job mix formula (JMF).

Job Mix Formula (JMF):

The job mix formula shall meet the design requirements in CT Standard Specifications, Section 39. The submitted JMF shall be stamped or sealed by the responsible professional Engineer and shall include the following at minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF.
- Certified material test reports for the course and fine aggregate and mineral filler.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt binder content
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP), if used.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results or Hamburg wheel test.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

The Contractor shall submit to the Engineer the results of verification testing of at least three (3) asphalt samples prepared at the optimum asphalt content.

Reclaimed Asphalt Pavement:

Reclaimed asphalt shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt. The RAP shall be of a consistent gradation and asphalt content and properties. Up to and including 15 percent of recycled asphalt pavement (RAP) material, by mass, may be used in the mix without adjusting asphalt binder grade

Hot Mix Asphalt Production:

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

Hot Mix Asphalt Construction

Where the pavement thickness shown is greater than 0.30 foot, you may place HMA in multiple lifts not less than 0.15 foot each. If placing HMA in multiple lifts:

1. Apply a tack coat before placing a subsequent lift
2. The Engineer evaluates each HMA lift individually for compliance

Spread HMA at the ambient air and surface temperatures shown in the following table:

Minimum Ambient Air and Surface Temperatures

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
<0.15	55	50	60	55
≥0.15	45	45	50	50

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade. Engineer may waive air and surface temperature requirements.

General Construction:

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Hauling:

Use vehicles with tight, clean, and smooth beds for hauling asphalt concrete mixes.

Coat the beds with an approved material to prevent asphalt concrete mix from adhering to the beds. Do not use petroleum derivatives or other coating material that contaminates or alters the characteristics of the mix. Drain the bed before loading.

Equip each truck with a canvas cover or other suitable material of sufficient size to protect the asphalt concrete mix from weather. When necessary to maintain temperature, use insulated truck beds and securely fastened covers.

HMA Pavers:

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling. If, during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued and satisfactory equipment shall be provided by the Contractor.

Material Transfer Vehicle:

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Compaction Equipment:

Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition. All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be sized to achieve the required compaction results. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

Operate rollers according to the recommendation of the manufacturer. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

The use of equipment which causes crushing of aggregate will not be permitted.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

Asphalt Production Start-up Procedures (Control Strip):

An asphalt concrete control strip shall be constructed prior to the start of production asphalt paving to correlate the nuclear gauge(s) to obtained asphalt core densities and confirm compliance with project specifications.

The amount of HMA shall be sufficient to construct a test section 300 feet long and 24 feet wide, at minimum, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160° F. The cold joint must be constructed using the same procedure that will be used during production. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. Construct the control strip using asphalt concrete mix production, lay-down, and compaction procedures intended for the entire mix production.

Nuclear density gauge readings shall be taken behind each roller pass at final compaction to determine the roller pattern necessary to achieve required density.

Cores of the compacted HMA control strip shall be obtained to correlate the nuclear gauge(s) to the HMA mix using the following procedure:

1. Establish a minimum of 5 random test site locations after placement and compaction of the control strip.
2. Determine in-place density of the asphalt using the nuclear gauge (ASTM D2950) and obtain a set of two cores (4" or 6" diameter) from within the outlined test position of the nuclear gauge for each of the 5 test site locations.
3. Determine average core density for each test site location (CT 308).
4. Determine the gauge correlation factor for each test site by subtracting the average nuclear density from the average core density for each test location.

5. Compute the average correlation factor for all the test site locations and compute the standard deviation. If any correlation value varies from the average correlation value by more than two standard deviations at the 95% confidence level, consider this correlation value statistically invalid and exclude it from the data.
6. Determine the final correlation factor by averaging the valid correlation factors.

Note, a correlation factor must be developed for each nuclear gauge used on the project. The obtained correlation factor shall remain with the gauge and be applied to all compaction testing results for the duration of the project. A new correlation factor shall be established whenever there is a change in lift thickness of 0.5" or more, underlying material, material source, mix design, or recalibration of the nuclear density gauge.

Compaction:

After placing, the HMA shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the HMA has attained sufficient stability so that rolling does not cause undue displacement, cracking or shoving. Sequence of rolling operations and type of rollers used shall be at discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the HMA to the roller, the wheels shall be equipped with a scraper and kept properly moistened, but excessive water will not be permitted.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

Monitor the compaction process during the final compaction stage using a nuclear density gauge that has been correlated to the control strip. Take nuclear density gauge readings behind each roller pass to achieve required density.

Tack Coat:

Tack coat must comply with the specifications for asphaltic emulsion, CT Specifications, Section 37

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers

3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Equipment for the application of tack coat must comply with CT Specifications, section 37-1.03B.

Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

Tack Coat Application Rates for HMA

HMA over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

Longitudinal and Transverse Joints:

The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid HMA except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods all contact surfaces shall be coated with an asphalt tack coat before placing any fresh HMA against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back 3 inches (75 mm) to 6 inches (150 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material shall be removed from the project. Asphalt tack coat or other product approved by the Engineer shall be applied to the clean, dry joint, prior to placing any additional fresh HMA against the joint. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The cost of this work shall be considered incidental to the cost of the HMA.

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 1.0 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed, if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA thickness greater than 0.15 foot, you must place HMA on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Paving operations shall be scheduled so no transverse joints are made except for unscheduled breakdowns. Transverse joints in one course shall be offset by at least ten (10) feet from transverse joints in the previous course.

Perform compaction testing on the completed longitudinal joint as follows:

1. Perform density tests using a calibrated nuclear gauge at a rate of 1 test for every 750-foot section along the longitudinal joint. Select random locations for testing within each 750-foot section.
2. Perform density tests at the centerline of the joint, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine theoretical maximum density (CT 309).
4. Determine percent relative compaction of the longitudinal joint as the ratio of the daily average density obtained from the nuclear gauge to the theoretical maximum density test results (CT 309) from that days production.

Other Road Connections:

If a driveway or a road connection is shown, place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

HMA Material Acceptance Sampling and Testing:

Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring, as required in this section, shall be completed and paid for by the Contractor. Refer to Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard lot shall be equal to one day's production or 2,000 tons whichever is smaller. Measurement in tons shall be the U.S. ton (short ton) which is equal to 2000 lbs. Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant.

A. Hot Mix Asphalt

Plant-produced HMA will be tested for asphalt content (CT 382) and theoretical maximum density (CT 309) on a lot basis. Sampling shall be from a random location from the windrow or loose mat behind paver per CT 125. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled per lot from the batch plant during HMA production for sieve analysis. If RAP is part of the JMF, RAP will be collected concurrently with the coldfeed at the batch plant for sieve analysis and the gradation shall be combined. Coordinate sampling with the batch plant to obtain coldfeed / RAP samples that correspond to field sampled HMA tonnage. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

B. In-Place HMA

HMA placed in the field shall be tested for mat and longitudinal joint density on a lot basis. Testing locations for relative compaction shall be on a random basis with frequencies per Appendix A, Table 1, *Eastside Lane Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

In-place Density:

Relative compaction shall be calculated from the peak density obtained from the nuclear

gauge during compaction divided by the Theoretical Maximum Density obtained from that days production (CT 309). **Relative compaction shall be 91 to 96 percent of the obtained theoretical maximum density.**

Payment:

Payment for TACK COAT is included in the payment for HOT MIX ASPHALT (3-INCH).

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity.

The payment quantity for HOT MIX ASPHALT (3-INCH) is measured based on the combined mixture weight (TONS) based on batch weights or truck scale weights with a licensed Weighmaster's Certificate.

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Full compensation for the Quality Control is included in the contract prices paid per ton for HMA as designated in the bid schedule and no additional compensation will be allowed therefor.

Full compensation for the performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract price paid per ton for HMA as designated in the Bid Schedule and no additional compensation shall be allowed therefor.

Full compensation for reclaimed asphalt pavement, if applicable, is included in the contact price paid per ton for HMA as designated in the Bid Schedule and not compensation shall be allowed therefor.

61. CULVERT AND DRAINAGE PIPE JOINTS

Specifications for constructing joint systems and couplers for culverts and drainage pipes.

Joint systems and couplers for culverts and drainage pipes are classified as standard, positive, or downdrain.

Submittals:

Submit a certificate of compliance for each classification of joint systems and couplers.

Performance Specifications:

Joint systems or couplers must:

1. Perform their intended function
2. Possess durability equivalent to that of the pipe
3. Comply with the quality characteristics shown in the following table:

Joint Classification Requirements

Quality characteristic	Requirement		
	Standard	Positive ^a	Downdrain ^b
Shear strength (min, %)	2	5	5
Moment strength (min, %)	0	15	15
Tensile strength			
6"–42" dia ^c (min, lb)	0	0	5,000
45"–84" dia ^c (min, lb)	0	0	10,000
Joint overlap ^d			
Integral			
12" and smaller dia ^e (min, in)	1/4	1/2	--
15"–33" dia ^e (min, in)	1/2	3/4	--
36" and larger dia ^e (min, in)	3/4	1	--
Sleeve width (min, in)	10-1/2	10-1/2	10-1/2
Watertightness	Where described	Where described	Required

^aPositive joints must comply with either (1) shear strength, moment strength, and joint overlap-sleeve properties, or (2) shear strength and joint overlap-integral characteristics.

^bJoints for downdrains have at least the specified values when tested with joints sealed to comply with the watertightness requirement.

^cLimits for corrugated metal pipe arch depend upon the equivalent diameter of circular pipe under AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

^dJoints designed to comply with required values by means other than joint overlap as shown in the table may be used if authorized.

^eInside diameter of circular pipes or inside horizontal dimension of oval or arch pipes.

Storm drains, side storm drains, and fittings must be open, clean, and free draining upon final completion of the work.

Materials:

Resilient joint material must be a neoprene expanded rubber or sheet rubber gasket, "O" ring rubber gasket, butyl rubber base joint sealant, or other authorized resilient material.

All joints, including any connection, must be capable of transferring the required shear across the joint.

Payment:

Full compensation for CULVERT AND DRAINAGE PIPE JOINTS shall be included in the price for bid item 18" CMP CULVERT (EXTENSION), paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

66. CORRUGATED METAL PIPE

Corrugated metal pipe shall meet CT Specifications, Section 66, and installation shall comply with CT Specifications, Section 61.

Excavation, backfill, and shaped bedding must comply with Section 19.

Submittals:

Submit a certificate of compliance for:

1. Corrugated steel materials
2. Corrugated aluminum materials

Materials:

Corrugated metal pipe must be corrugated aluminum pipe or corrugated steel pipe as described. Do not mix aluminum and steel materials in any installation, except coupling band fastening hardware.

Ship, handle, and lay corrugated metal materials in a way that prevents bruising, scaling, or breaking of the galvanized surface, aluminized surface, or protective coating.

Dimensions and Thickness:

Dimensions and thicknesses shown are nominal and must comply with AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

Coupling Bands:

The metal bands must be corrugated, dimpled, or otherwise formed in a way that will effectively engage the corrugations of the pipe ends.

Coupling bands for corrugated steel pipe must comply with AASHTO M 36. Coupling bands for corrugated aluminum pipe must comply with AASHTO M 196.

If channel or wing channel coupling bands are used, the interior bend radii of the pipe flange and the channel must be at least the thickness of the metal of which they are formed

Corrugated Steel Pipe:

Corrugated steel materials must comply with AASHTO M 36 and be fabricated from either zinc-coated steel sheet or aluminum-coated steel sheet as shown.

Zinc-coated steel sheet must comply with AASHTO M 218, except the coating weight is determined under ASTM A123/A123M and A153/A153M.

Aluminum-coated steel sheet must comply with AASHTO M 274.

Fabrication:

Corrugated steel pipe must be fabricated by one of the following methods:

1. Riveting
2. Helically corrugated steel pipe with a continuous helical lock seam
3. Continuous helical welded seam paralleling the corrugation

Pipes fabricated from 0.050-inch-thick sheets must be helically corrugated steel pipe with a continuous helical lock seam or a continuous helical welded seam.

Annular corrugated steel pipe must be fabricated from sheets having either 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

Damaged Galvanizing:

If you burn the galvanized surfaces by welding, thoroughly clean all the surfaces of the welded connections by wire brushing and remove all traces of the welding flux and loose or cracked galvanizing before repair.

Repair damaged galvanized surfaces as follows:

1. Clean by thoroughly wire brushing damaged areas and removing loose and cracked coating.
2. Paint cleaned areas with 2 applications of organic zinc-rich primer. Do not use aerosol cans.

Corrugated Aluminum Pipe:

Corrugated aluminum materials must comply with AASHTO M 196 and AASHTO M 197.

Fabrication:

Corrugated aluminum pipe must be fabricated by riveting or with a continuous helical lock seam paralleling the corrugations. Annular or helically corrugated pipe must be fabricated from sheets having 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

Construction:

Excavate a pipe trench to the lines and grades established by the Engineer. Grade and prepare the trench bottom to provide a firm and uniform bearing throughout the entire pipe length.

Lay annular corrugated pipe in a trench with:

1. Outside laps of circumferential joints upgrade
2. Longitudinal laps positioned other than in the invert
3. Separate sections spaced not more than 1-1/2 inches apart and then firmly joined together

Lay helical corrugated pipe in a trench with separate sections spaced not more than 1-1/2 inches apart and then firmly joined together with corrugations in alignment.

Corrugations or projections on the coupler must properly engage the corrugations of the pipe section before bolts are tightened.

Connect new corrugated metal pipe to new or existing drainage facilities as shown. Wherever pipes are connected to inlet and outlet structures, place the ends of the pipes flush or cut them off flush with the structure face.

Payment:

The payment quantity for corrugated metal pipe is the length measured along the centerline of the pipe and parallel with the slope line. The payment quantity includes the length of pipe joint systems, couplers, reducers, bends, wyes, tees, and other branches to the point of

intersection. Pipe reducers are paid for as pipe of the larger diameter connected to the reducer.

If pipes are cut to fit a structure or slope, the payment quantity is the length of pipe necessary to be placed before cutting, measured in 2-foot increments.

The contract unit price paid for 18" CMP CULVERT (EXTENSION) shall be per the LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structure excavation / backfilling, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

70. MISCELLANEOUS DRAINAGE FACILITIES

Metal Flared End Sections:

Metal flared end sections must be prefabricated steel or aluminum sections.

Prefabricated steel flared end sections must comply with AASHTO M 36 and AASHTO M 218.

Prefabricated aluminum flared end sections must comply with AASHTO M 196 and AASHTO M 197.

Payment:

Payment for METAL FLARED END SECTION shall be per EACH (EA) end section installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including backfilling, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

82. SIGNS AND MARKERS

GENERAL:

Section includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs. Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, *California Standard Specifications* (2015), Section 82, and the FHWA publication *Standard Highway Signs and Markings*.

Submittals:

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and/or a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Screened-process colors
4. Nonreflective, opaque, black film
5. Protective-overlay film

Construction:

You may cut the ends of wood posts at the job site. If cutting or boring is performed after treating posts with preservative, manually apply preservative to the cuts and holes.

Drill 2 holes in each wood post to provide the breakaway feature shown.

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Backfill the space around wood posts with earth or sand that is free of rocks or other deleterious material. Backfill around laminated wood box posts with granular material. Place the backfill material in layers approximately 1/3 foot thick. Moisten and thoroughly compact each layer.

Unless surplus excavated material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

The Engineer will reject damaged signs, defective signs, and signs with spelling errors before or after installation.

Payment:

The price paid for signs (BIKE SIGN – DOUBLE (W11-1, W16-1) and SIDE ROAD AHEAD SIGN (W2-2L)) shall be per EACH (EA) sign installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

84. MARKINGS**General:**

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

Submittals:

Submit manufacturers specification sheet for approval prior to the start of work. Submit a certificate of compliance for all Paint Materials including glass beads prior to placement. Certificate of compliance shall include product name, lot or batch number, and manufacturer date.

Materials:

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of $250 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for white and $125 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for yellow when measured under ASTM E1710.

Paint type shall be Waterborne traffic line (State Specification PTWB-01R2, or as approved by the Engineer) and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84 and applied in each coat of paint.

Construction:

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation

2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 4-inch-wide yellow stripes of a double traffic stripe.

If the two 4-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes.

At least 48 hours shall elapse between asphalt paving and/or application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

- Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 5, Detail 18 and Detail 21.
- Right Edgeline shall be constructed in conformance with CT Standard Plan A20B – Detail 27B.
- "STOP" Marking shall be constructed in conformance with the Pavement Marking Words on CT Standard Plan A24D – STOP.

- Stop Bar shall be constructed in conformance with CT Standard Plan A24E. – LIMIT LINE (STOP LINE)

Apply Glass Beads to paint per CT Specifications Section 84.

Inspection:

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

A double traffic stripe consisting of two 4-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

Payment quantity of CENTERLINE (Paint) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT EDGELINE (Paint) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of STOP BAR (Paint) will be measured by EACH (EA) painted line at the location designated on the plans.

Payment quantity of "STOP" (Paint) marking will be measured by EACH (EA) marking painted at the location designated on the plans.

APPENDIX A

TABLE 1
EASTSIDE LANE REHABILITATION PROJECT
SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE
 Project No. RSTPL-I5947(056)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Aggregate Base Subbase Asphalt Grindings	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	Sieve Analysis	CT 202	Minimum 1 per material/type	
	Sand Equivalent	CT 217		
	Durability Index	CT 229		
	R-Value	CT 301	At Engineer's Discretion	
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 square feet of work area	In-Place Compacted Aggregate
Structure Backfill	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
Select Backfill	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202	Minimum 1 per Lot (Lot = 1 day's production or 2,000 tons, whichever is smaller)	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217		
	Theoretical Maximum Specific Gravity and Density	CT 309		
	Asphalt Binder Content	CT 382		
	HMA Moisture Content	CT 370		
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375	Minimum of 10 test per 500 tons of HMA placed AND 1 test on the longitudinal joint per every 750 foot section	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 200 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 308	As directed by Engineer* (3 cores per 500 tons of HMA; 1 core per 750 ft of longitudinal joint)	At randomly determined Project Location

*Asphalt coring will be required if compaction results do not meet specification; Coring and laboratory testing (CT 308) will be at contractor's expense.

ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

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DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

Table of Contents

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C. Independent Assurance Program (IAP)	5
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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf.

A. DEFINITION OF TERMS

- Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- CT— California Department of Transportation (Caltrans)
- Certificate of Compliance— A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications
- Independent Assurance Program (IAP)— Verification that AT is being performed correctly by qualified testers and laboratories.
- Material Acceptance Program— Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications.
- Quality Assurance Program (QAP)— A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).
- Source Inspection— Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

B. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. *Field Sampling and Acceptance Testing*
2. *Manufacturer's Certificate of Compliance* (with attachments if required)
3. *Source Inspection and Testing*
4. *Visual Inspection* (for minor quantities)

1. Field Sampling and Acceptance Testing (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

General:

- Acceptance sampling and testing shall be performed by certified materials personnel.
- Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A materials testing results log shall be maintained for any test method performed more than once on a project.
- The test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order.

- Justification shall be provided for any failing material allowed to remain in place.
- At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

Sampling and Testing Locations and Frequencies:

- Sample and testing locations and frequencies shall be in accordance with the contract specifications.
- If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table.**
- When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

- The test methods used shall be *as specified in the contract documents.*
- For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative compaction	ASTM D1557, D6938, D2950
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP. Laboratories shall comply with part C. *Independent Assurance Program* of this document.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1) Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
 - a) AASHTO Materials Reference Laboratory (AMRL)
 - b) Cement and Concrete Reference Laboratory (CCRL)
 - c) Caltrans' Reference Samples Program (RSP)

The AT laboratory qualification shall occur annually.

A copy of the current laboratory qualification shall be kept in the project records.

- 2) Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a) Caltrans District Materials Engineer
 - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.

Proficiency tests shall be performed for testers to be certified on Sieve Analysis, Sand Equivalent, and

Cleanness Value. All other types shall be witness tests.

A copy of each tester's current and applicable certifications shall be kept in the project files.

- 3) Laboratory and Testing Equipment— The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

Reporting Acceptance Testing Results:

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by email or telephone.

2. Manufacturer's Certificate of Compliance

General:

- Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
- Where required by the contract specifications, the contractor shall submit a certificate of compliance.
- Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance.
- The RE may perform sampling and testing on such materials at any time.
- Certificates of compliance **shall**:
 - Be submitted by the Contractor before the material is incorporated into the work;
 - Accompany the material to the job site.
 - Identify the lot (or heat) number for each lot delivered;
 - Include the contract number;
 - Include test data and other documents if required.
 - State that the material complies with the contract specifications; and
 - Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

3. Source Inspection and Testing

- Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected.)
- Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
- The RE may reject source inspected material at the job site if deemed unacceptable. For example:
 - Material damage in shipment or installation.
 - Defective material; source inspection is usually a random sampling and may not have checked 100% of the material.
- A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

4. Visual Inspection

Relatively minor quantities of construction materials may be accepted without testing.

The following 3 conditions must be met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
 - 100 tons per day, nor
 - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
 - 50 tons per day.
 - If project total is less than 500 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
 - 100 gallons per project

C. INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated. All AT performed on the project shall use certified testing personnel and a qualified laboratory.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

D. RESIDENT ENGINEER'S CERTIFICATION OF PROJECT MATERIALS

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

E. PROJECT QAP RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:



Garrett Higerd

(Signature)

Date: February 5, 2019

(Date Signed)

NAME: Garrett Higerd

(Print)

C70926 Exp Jun 30, 2019

(CE# and Expiration Date)

TITLE County Engineer

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ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
(Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Excavation / Embankment	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	Subgrade	In-Place Density, Moisture content, and Relative Compaction	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Excavation bottom, compacted lift or subgrade
	Imported Borrow			
Aggregate Base	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	Subbase	Sieve Analysis	Minimum 1 per material/type	
	Asphalt Grindings	Sand Equivalent		
		Durability Index	CT 229	At Engineer's Discretion
		R-Value	CT 301	
		In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot
Structure Backfill	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
Select Backfill	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202	Minimum 1 per day for placement of 500 tons or more per day	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217		
	Theoretical Maximum Specific Gravity and Density	CT 309	Minimum 1 per day for placement of 500 tons or more per day	Random Location per CT 125
	Asphalt Binder Content	CT 382		
	HMA Moisture Content	CT 370		
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375	Minimum of 1 test per 500 tons	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 500 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 308	At Engineer's discretion	At randomly determined Project Location
	Smoothness	12-foot Straightedge	As necessary to confirm contract compliance	Final pavement surface

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
 (Projects off the State Highway System)

Material	Property or Characteristic	Test Method*	Frequency	Sampling Point
Portland Cement Concrete (Structural)	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices.

** If the concrete mix design contains fly ash or similar additive, frequency shall be 7 days and 42 days.

ACI - American Concrete Institute
 ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

SECTION IV



PROJECT PLANS

Eastside Lane Rehabilitation Project

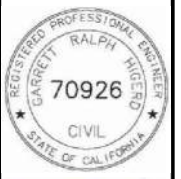
RSTPL-I5947(056)

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EASTSIDE LANE REHABILITATION PROJECT

FEDERAL PROJECT NO. RSTPL-I5947(056)

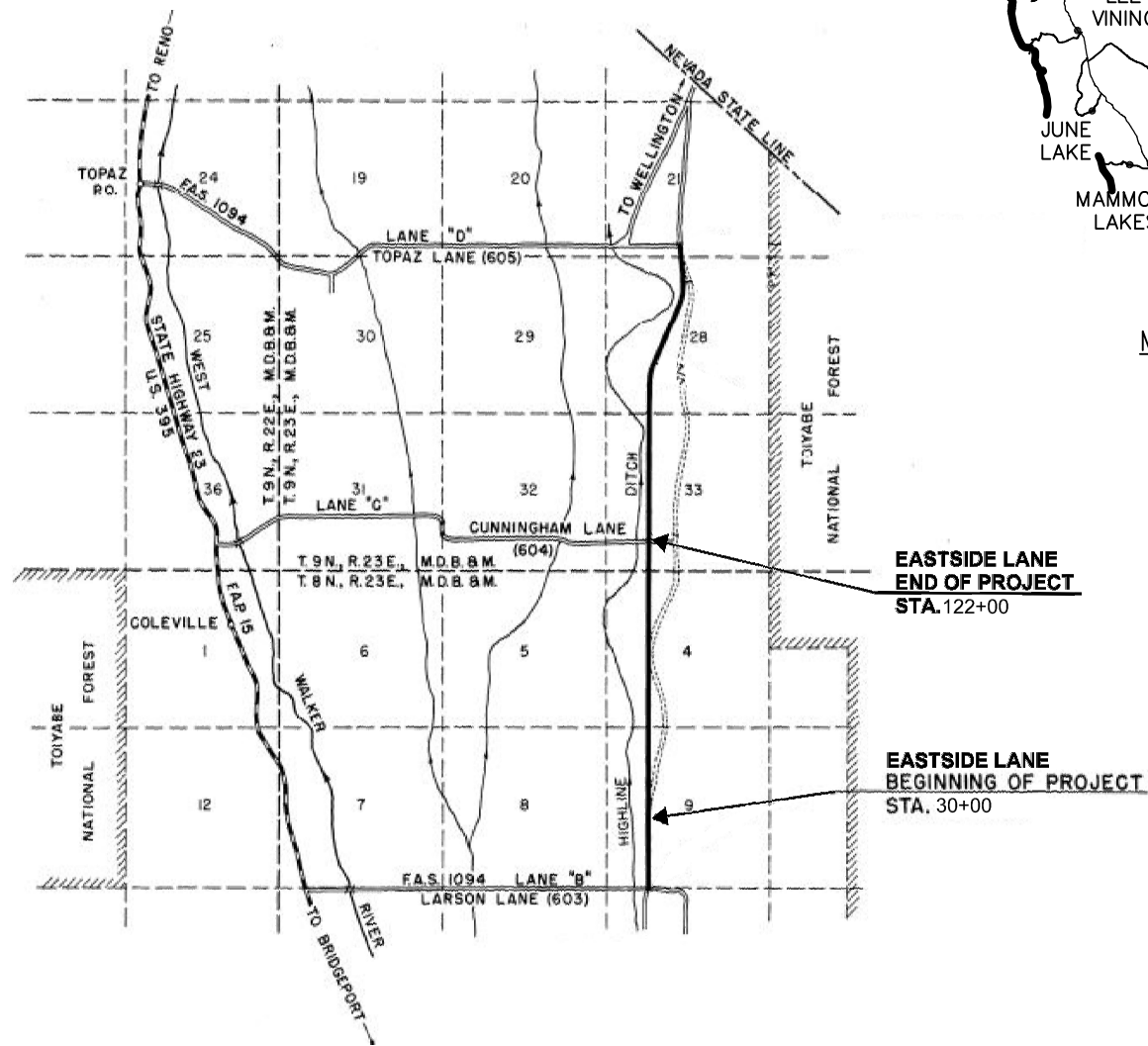
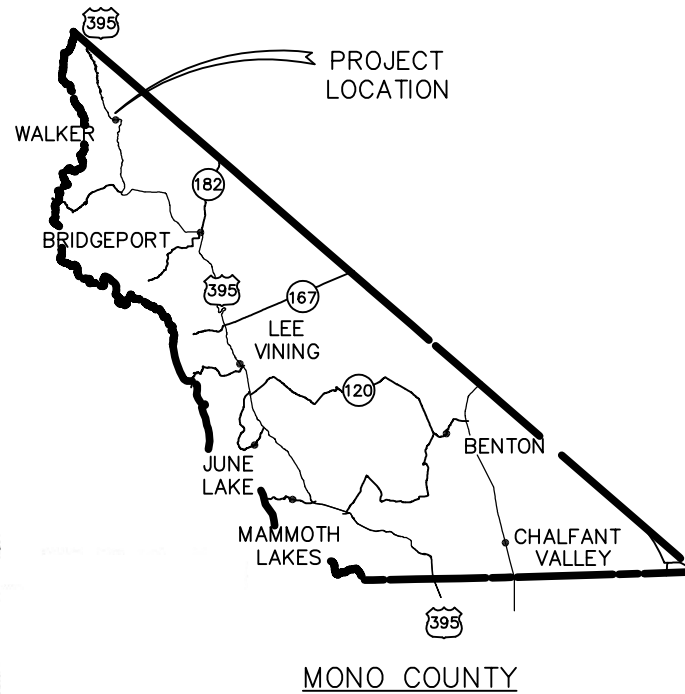


Garrett Ralph Hickey

EXP. 6/30/2019

SIGNED:

2019 MAR 12



PROJECT LOCATION MAP
NO SCALE

LEGEND

- ROAD RIGHT-OF-WAY
- ROAD CENTERLINE
- EXISTING GROUND CONTOUR & ELEV.
- PROPOSED ASPHALT CONCRETE PAVING AREA
- TEMPORARY BENCHMARK PER NAVD 88: PAINTED WHITE "X" MARKING LABELED "76" ON OFFAL ROAD. NORTHING: 2389907.263 EASTING: 6858763.831 ELEVATION: 5378.40

ABBREVIATIONS

AB	AGGREGATE BASE	HMA	HOT MIX ASPHALT
AC	ASPHALT CONCRETE	HP	HIGH POINT
BTM	BOTTOM	INV	INVERT
BVCE	BEGIN VERTICAL CURVE ELEVATION	K	RATE OF VERTICAL CURVATURE
BVCS	BEGIN VERTICAL CURVE STATION	LF	LINEAR FEET
CMP	CORRUGATED METAL PIPE	LP	LOW POINT
CY	CUBIC YARDS	LVC	LENGTH OF VERTICAL CURVE
CT	CALTRANS	MAX	MAXIMUM
EG	EXISTING GRADE	MIN	MINIMUM
ELEV	ELEVATION	PVI	POINT OF VERTICAL INTERSECTION
EPS	EDGE OF PAVEMENT SURFACE	R/W	RIGHT-OF-WAY
EVCE	END VERTICAL CURVE ELEVATION	SQYD	SQUARE YARDS
EVCS	END VERTICAL CURVE STATION	STA	STATION
ETW	EDGE OF TRAVELED WAY	STD	STANDARD
EXIST	EXISTING	SDP	STORM DRAIN PIPE
FG	FINISH GRADE	TYP	TYPICAL
FL	FLOW LINE	VC	VERTICAL CURVE
FS	FINISH SURFACE		
GB	GRADE BREAK		

REFERENCED CALTRANS STANDARD PLANS (2015):

1. A20A: PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
2. A20B: PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
3. A20D: PAVEMENT MARKINGS WORDS
4. A24E: PAVEMENT MARKINGS, WORDS, LIMIT, AND YIELD LINES

SHEET & PLAN SET INDEX

- T1: TITLE SHEET AND LOCATION MAP
- T2: TYPICAL ROAD SECTIONS GENERAL CONSTRUCTION NOTES

BASE BID A:

- C1: EASTSIDE LN PLAN & PROFILE STA 30+00 TO 36+00
- C2: EASTSIDE LN PLAN & PROFILE STA 36+00 TO 46+00
- C3: EASTSIDE LN PLAN & PROFILE STA 46+00 TO 56+00
- C4: EASTSIDE LN PLAN & PROFILE STA 56+00 TO 66+00
- C5: EASTSIDE LN PLAN & PROFILE STA 66+00 TO 76+00
- C6: EASTSIDE LN PLAN & PROFILE STA 76+00 TO 87+00
- C7: EASTSIDE LN PLAN & PROFILE STA 87+00 TO 97+00

ALTERNATE BID B:

- C8: EASTSIDE LN PLAN & PROFILE STA 97+00 TO 108+00
- C9: EASTSIDE LN PLAN & PROFILE STA 108+00 TO 109+50

ALTERNATE BID C:

- C9: EASTSIDE LN PLAN & PROFILE STA 109+50 TO 119+00
- C10: EASTSIDE LN PLAN & PROFILE STA 119+00 TO 122+00
- C11: EASTSIDE LN STRIPING PLAN AND DETAILS

MONO COUNTY PUBLIC WORKS DEPARTMENT			
Revision	Date	Rev.#	
Drawing Date: 2019 MAR 04	Prepared By: CAS	Checked By: GRH	

EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-I5947(056)
TITLE SHEET
LOCATION MAP & SHEET INDEX

SHEET
T1

GENERAL CONSTRUCTION AND SITEWORK SPECIFICATIONS

GENERAL:

1. ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS, AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2015 EDITION). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE CONFLICT.
2. 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.
3. CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE THE MONO COUNTY PLANNING DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
5. A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT AGENCIES.
6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). 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.
7. 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 THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
8. 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.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.

GRADING:

10. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
11. TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
12. SURPLUS OR WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE WAYS.
13. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
14. FINAL CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 UNLESS OTHERWISE NOTED ON THESE PLANS.
15. FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A PONDING CONDITION OCCURS, EXCEPT WHERE NOTED.

EROSION CONTROL:

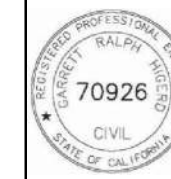
16. CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNATED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON-SITE AT ALL TIMES DURING CONSTRUCTION.
17. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
18. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
19. ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RE-SEEDED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). SEEDED SLOPES SHALL BE PROTECTED BY INSTALLATION OF AN EROSION CONTROL BLANKET, SECURED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
20. AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.

MATERIALS:

21. COMPACTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER AS REQUIRED IN THE PROJECT SPECIFICATIONS. SHOULD ANY COMPACTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFICIENCY SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
22. BOTTOM SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
23. STRUCTURAL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY. SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES. EXISTING SLOPES OF 3:1 OR STEEPER TO RECEIVE FILL SHALL BE KEPT WITH EQUIPMENT-WIDTH BENCHES PRIOR TO COMPACTION AND FILL PLACEMENT.
24. EARTHEN MATERIAL IMPORTED OR EXCAVATED ON THE PROPERTY MAY BE UTILIZED IN THE FILL, PROVIDED THAT EACH MATERIAL HAS BEEN DETERMINED TO BE SUITABLE BY THE GEOTECHNICAL AND RESIDENT ENGINEER. ALL FILL MATERIAL SHALL BE FREE OF ROCKS GREATER THAN 1.5-INCHES IN DIAMETER AND ORGANIC DELETERIOUS MATERIAL. SOILS OF POOR GRADATION, EXPANSION POTENTIAL, OR STRENGTH CHARACTERISTICS SHALL BE PLACED IN AREAS DESIGNATED BY THE ENGINEER OR SHALL BE MIXED WITH OTHER SOILS TO SERVE AS SATISFACTORY FILL MATERIAL AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
25. AGGREGATE BASE SHALL BE CLASS 2, 0.75" MAXIMUM GRADING, AND CONFORM TO THE PROVISIONS OF SECTION 26 OF THE PROJECT SPECIFICATIONS. ASPHALT GRINDINGS, APPROVED BY THE COUNTY ENGINEER, MAY BE SUBSTITUTED FOR AGGREGATE BASE. AGGREGATE BASE AND ASPHALT GRINDINGS SHALL BE MOISTURE-CONDITIONED AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY.
26. ASPHALT CONCRETE PAVING SHALL BE GRADE PG 64-28 WITH 0.75" MAXIMUM GRADING, CONFORMING TO THE PROVISIONS OF SECTION 39, OF THE PROJECT SPECIFICATIONS. ASPHALT MAY CONTAIN UP TO 15% RAP. AN ASPHALT CONCRETE MIX DESIGN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY MONO COUNTY PRIOR TO THE START OF PAVING. PAVEMENT LIFTS SHALL BE COMPACTED AS SPECIFIED IN SECTION 39 OF THE PROJECT SPECIFICATIONS.
27. CORRUGATED METAL PIPE SHALL BE 14 GAUGE AND THE FABRICATION AND INSTALLATION SHALL CONFORM TO THE PROVISIONS OF SECTION 61 AND 66 OF THE PROJECT SPECIFICATIONS.
28. FLARED END SECTIONS SHALL CONFORM TO THE PROVISIONS OF SECTION 75 "MISCELLANEOUS METAL" AND SECTION 70 "MISCELLANEOUS FACILITIES" OF THE PROJECT SPECIFICATIONS.

ENVIRONMENTAL REQUIREMENTS:

29. A QUALIFIED BIOLOGIST SHALL CONDUCT PRE-CONSTRUCTION SURVEYS FOR NESTING BIRDS WITHIN 14 DAYS PRIOR TO THE START OF CONSTRUCTION, BETWEEN THE DATES OF FEBRUARY 15 AND SEPTEMBER 30.
30. A QUALIFIED BIOLOGIST SHALL CONDUCT PRE-CONSTRUCTION SURVEYS FOR CULVERT DWELLING WITHIN 14 DAYS PRIOR TO THE START OF CONSTRUCTION.
31. A "NO WORK" BUFFER MAY BE IMPLEMENTED IF THE BIOLOGIST DETERMINES THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BIRD BEHAVIORS.
32. A FULL-TIME BIOLOGICAL MONITOR MAY BE REQUIRED IF THE BIOLOGIST DETERMINES THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BIRD BEHAVIORS.

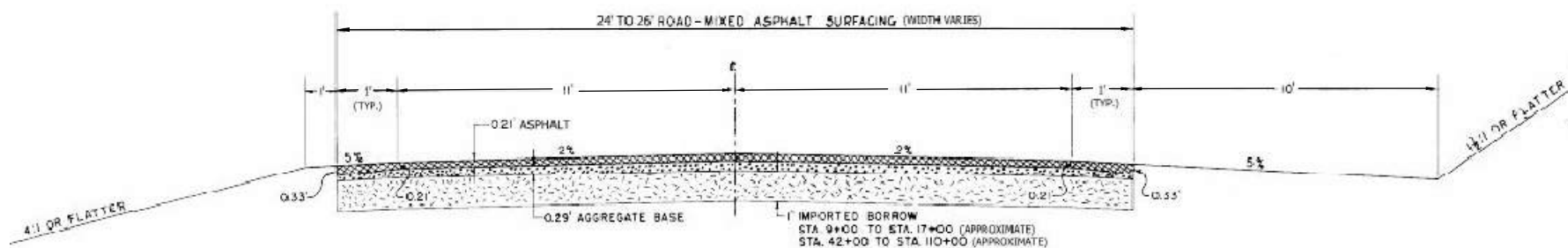


EXP. 6/30/2019

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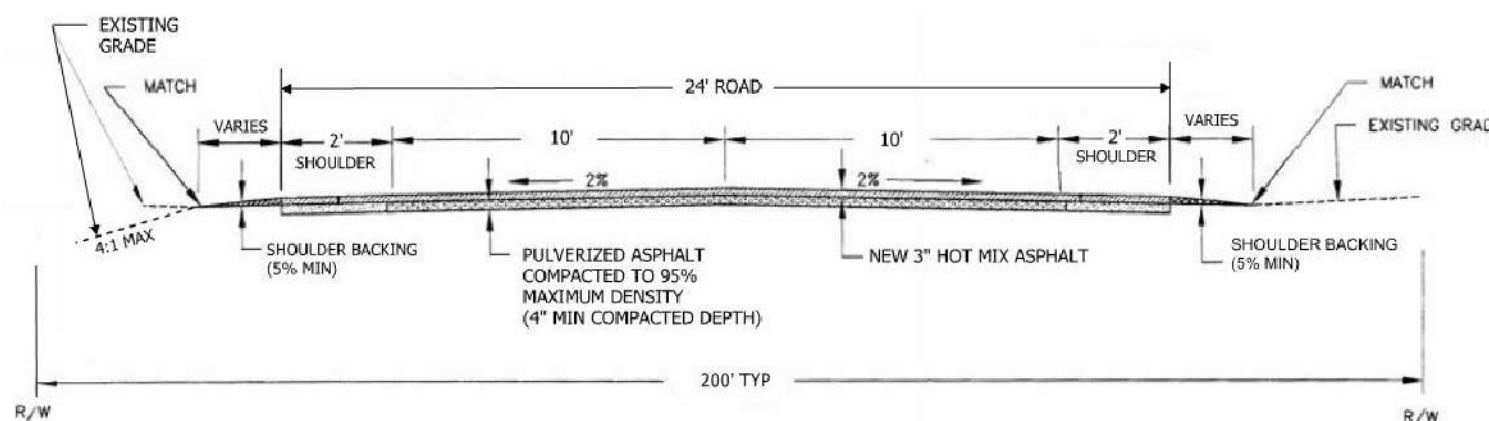
2019 MAR 12

MONO COUNTY PUBLIC WORKS DEPARTMENT		Revision	Date
		Rev.#	Date
Drawing Date: 2019 MAR 04		CAS	GRH
Prepared By:		CAS	GRH
Checked By:		CAS	GRH



EXISTING EASTSIDE LANE CROSS SECTION

NOT TO SCALE



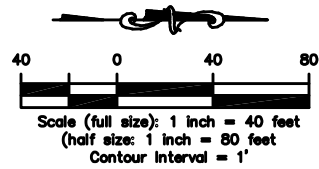
PROPOSED EASTSIDE LANE CROSS SECTION

STA 30+00 TO STA 122+00

NOT TO SCALE

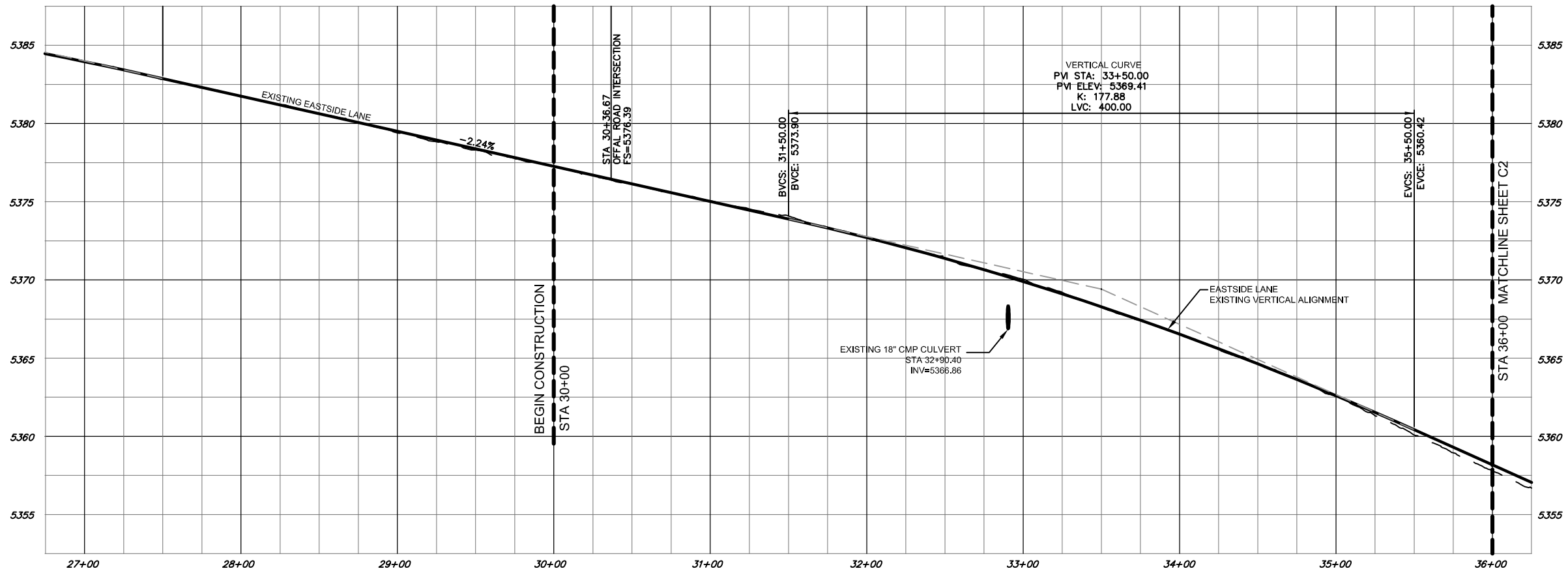
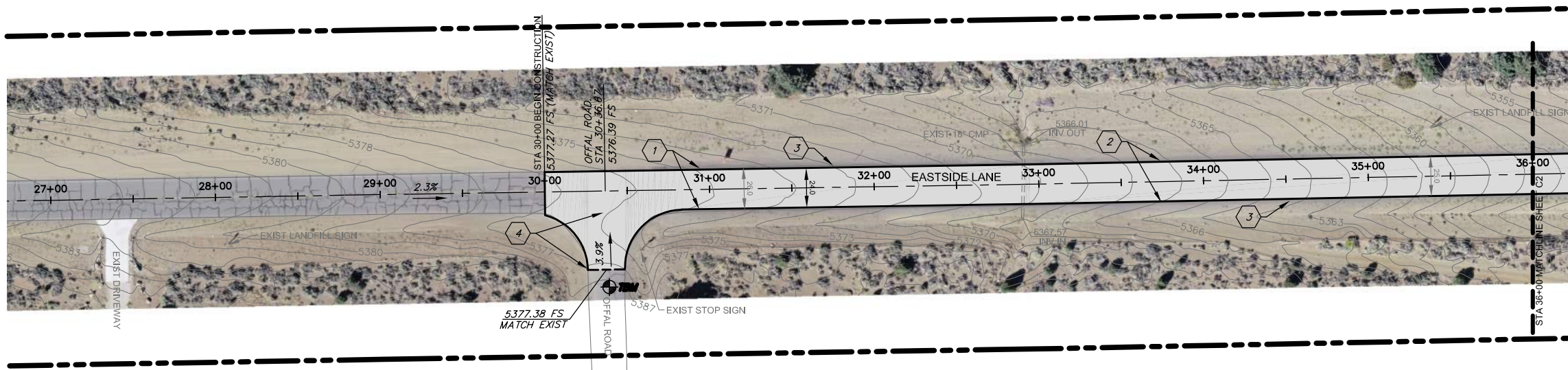
EASTSIDE LANE REHABILITATION PROJECT
 FEDERAL PROJECT NO. RSTPL-15947 (056)
 CONSTRUCTION NOTES AND
 TYPICAL ROAD SECTION

SHEET
T2



CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
2. PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER SECTION 39 OF PROJECT TECHNICAL SPECIFICATIONS.
3. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100 LINEAR FEET OF EXISTING CULVERT LOCATIONS OR WATERCOURSES.
4. SAWCUT EXISTING OFFAL ROAD. CONSTRUCT APRON TO MATCH EXISTING ROAD ELEVATION.



EASTSIDE LANE ROAD PROFILE - STA 30+00 TO STA 36+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



Garrett Anderson
EXP. 6/30/2019

SIGNED:
2019 MAR 12

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
2019 MAR 04	
Prepared By: CAS	GRH
Checked By:	

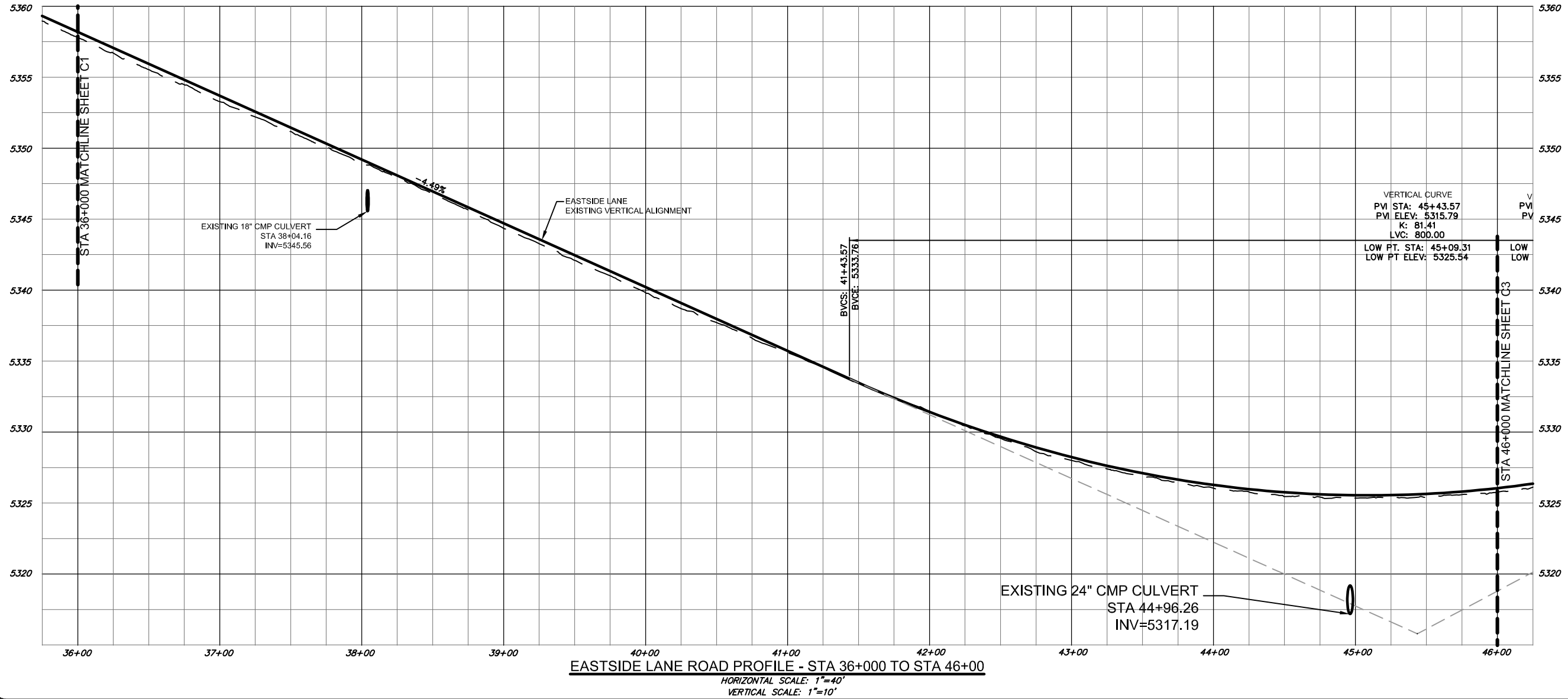
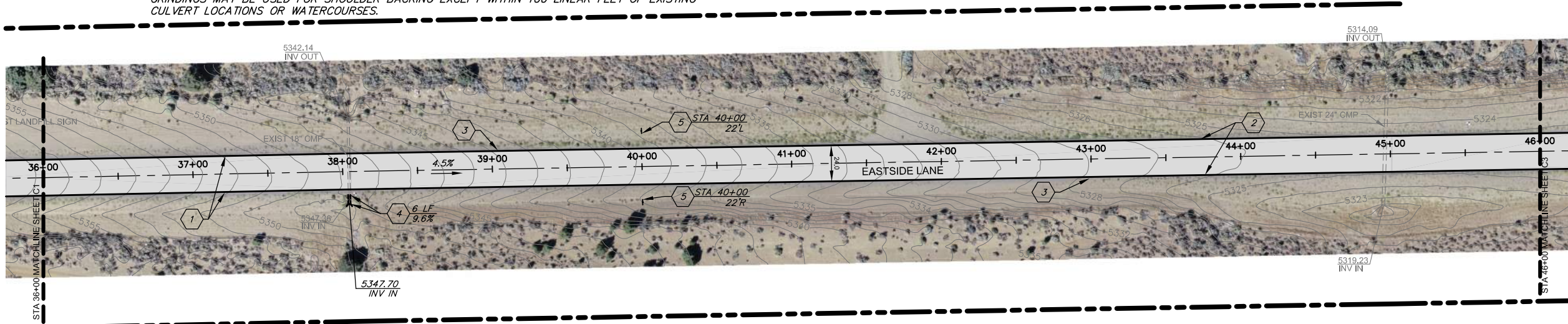
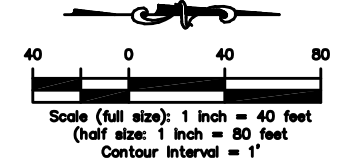
EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-15947 (056)
ROAD PLAN AND PROFILE
BASE BID A: STA 30+00 TO STA 36+00

SHEET
C1

CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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4. REMOVE PORTION OF DAMAGED 18" CMP CULVERT (APPROX. 3') AND PLACE NEW 18" CMP SECTION EXTENDING CULVERT 3' (6' CMP LENGTH). RE-ATTACH EXISTING METAL FLARED END SECTION. GRADE ROADSIDE TO MAINTAIN POSITIVE DRAINAGE TO CULVERT. RELOCATE EXISTING CULVERT DELINEATOR.
5. INSTALL BIKE WARNING SIGN WITH SUPPLEMENTAL SIGN (30"x30" W11-1, 18"x24" W16-1) PER ROADWAY SIGN PLACEMENT DETAIL ON SHEET 11.

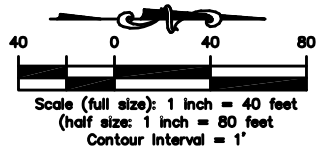


Garrett Ralph Hibberd
 EXP. 6/30/2019
 SIGNED:
 2019 MAR 12

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Revision	
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Rev.#	
Drawing Date: 2019 FEB 08	
Prepared By: CAS	
Checked By: GRH	

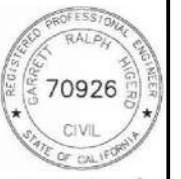
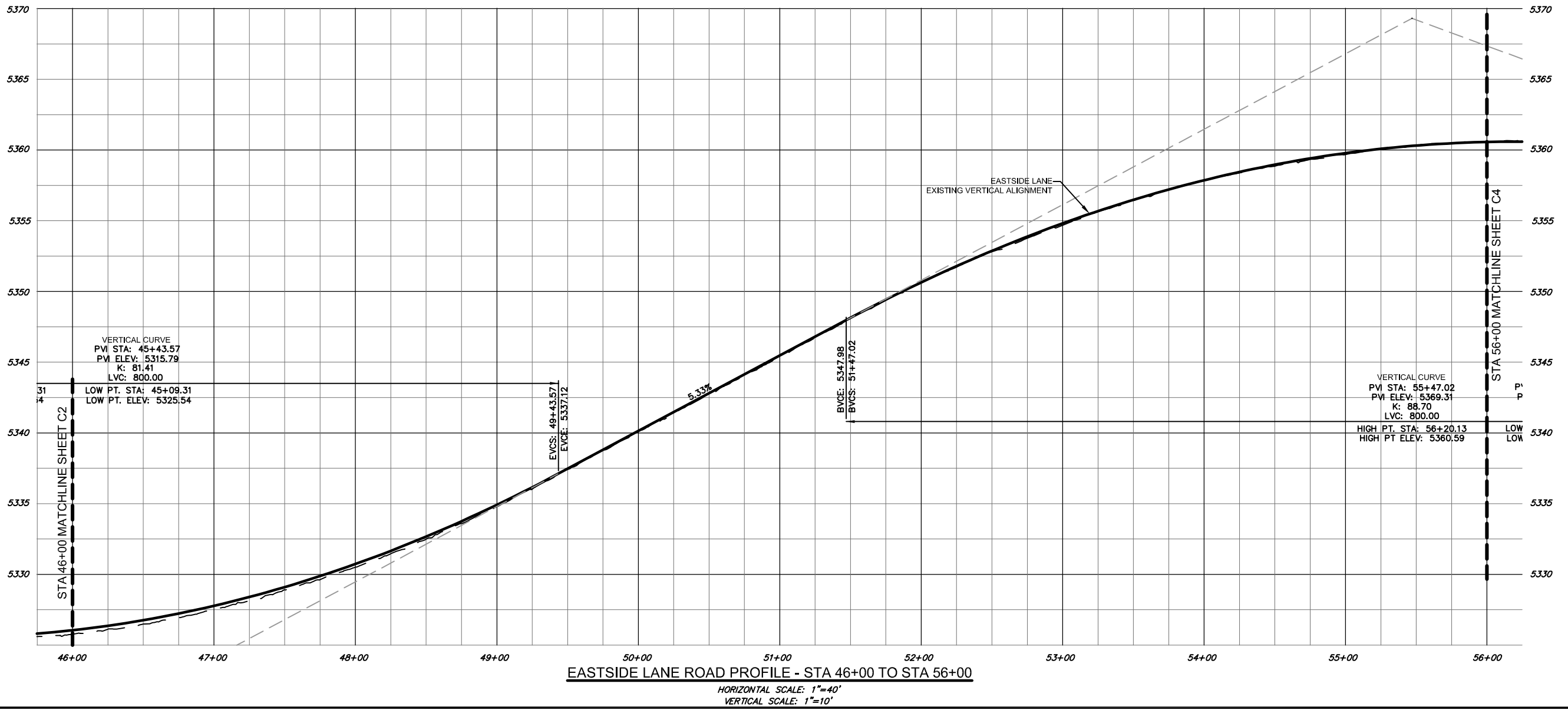
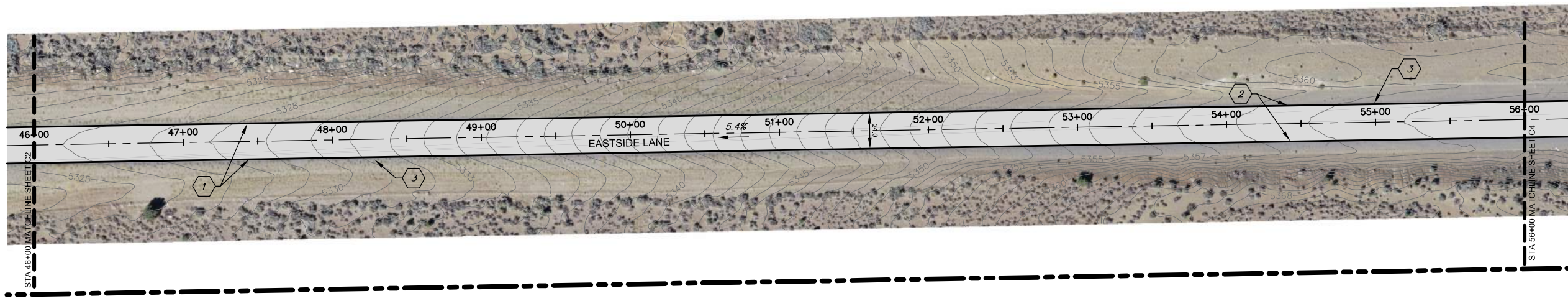
EASTSIDE LANE REHABILITATION PROJECT
 FEDERAL PROJECT NO. RSTPL-15947(056)
 ROAD PLAN AND PROFILE
 BASE BID A: STA 36+00 TO STA 46+00

SHEET
C2



CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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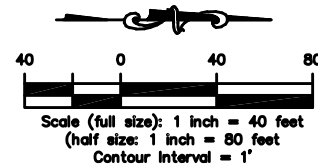
SIGNED: 2019 MAR 12
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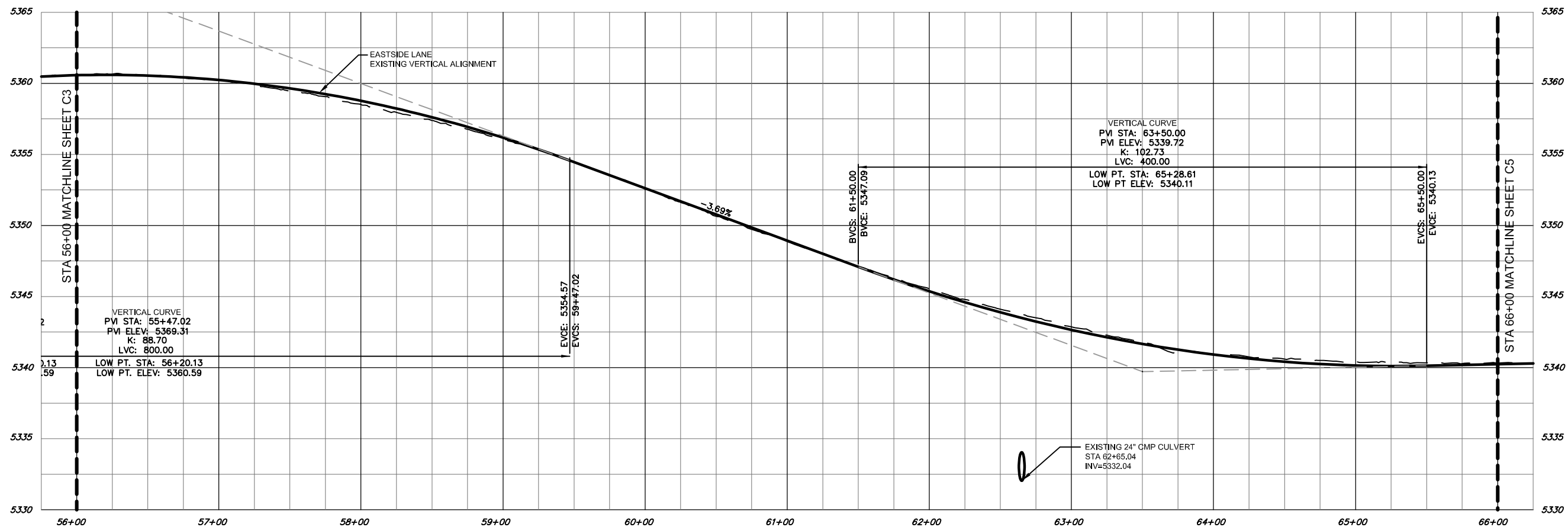
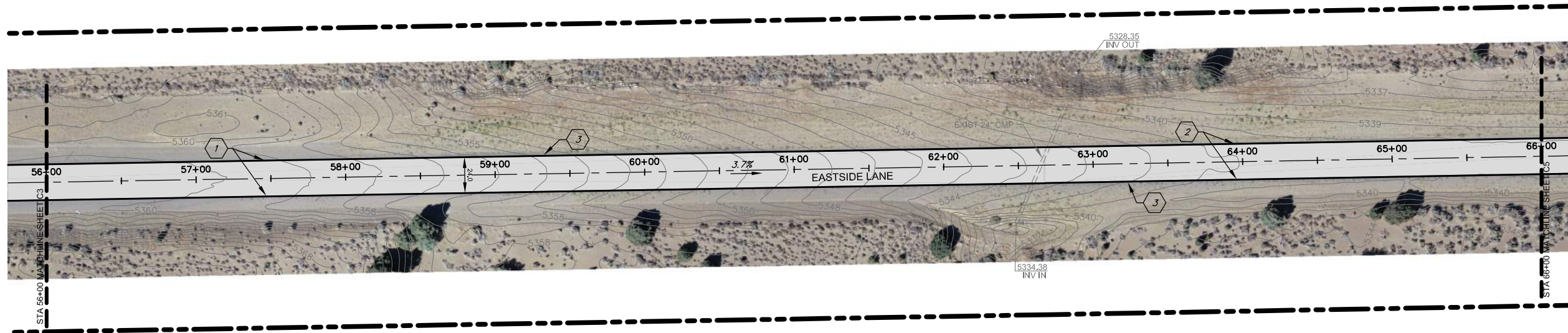
EASTSIDE LANE REHABILITATION PROJECT
 FEDERAL PROJECT NO. RSTPL-15947(056)
 ROAD PLAN AND PROFILE
 BASE BID A: STA 46+00 TO STA 56+00

SHEET
C3



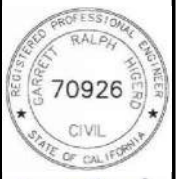
CONSTRUCTION LEGEND

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EASTSIDE LANE ROAD PROFILE - STA 56+00 TO STA 66+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



Garrett Ralph Hibbert
EXP. 6/30/2019

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MONO COUNTY PUBLIC WORKS DEPARTMENT

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EASTSIDE LANE REHABILITATION PROJECT

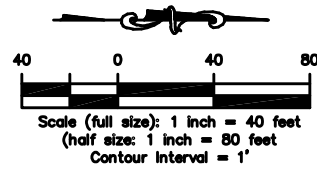
FEDERAL PROJECT NO. RSTPL-15947(056)

ROAD PLAN AND PROFILE

BASE BID A: STA 56+00 TO STA 66+00

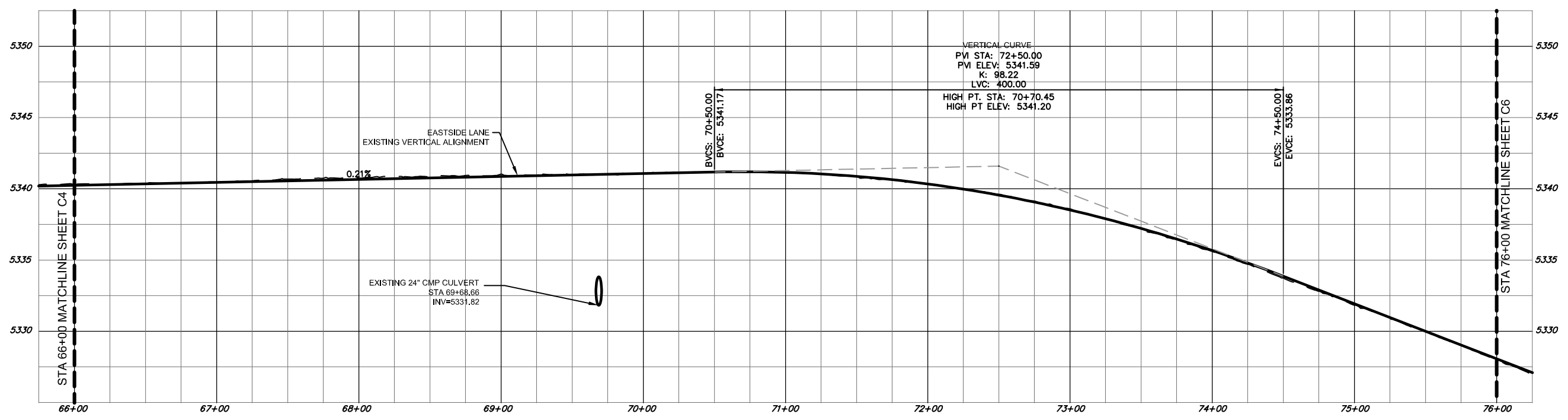
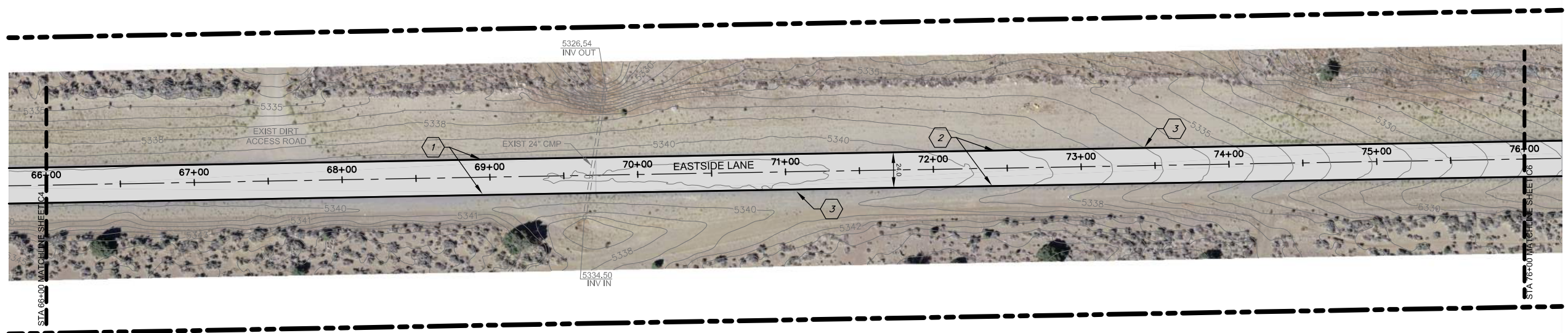
SHEET

C4



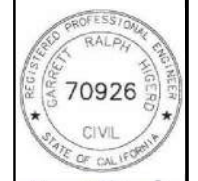
CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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EASTSIDE LANE ROAD PROFILE - STA 66+00 TO STA 76+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

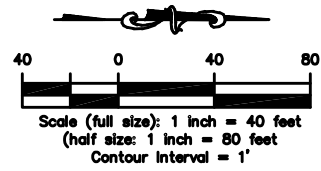


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Drawing Date: 2019 FEB 08	Rev. #
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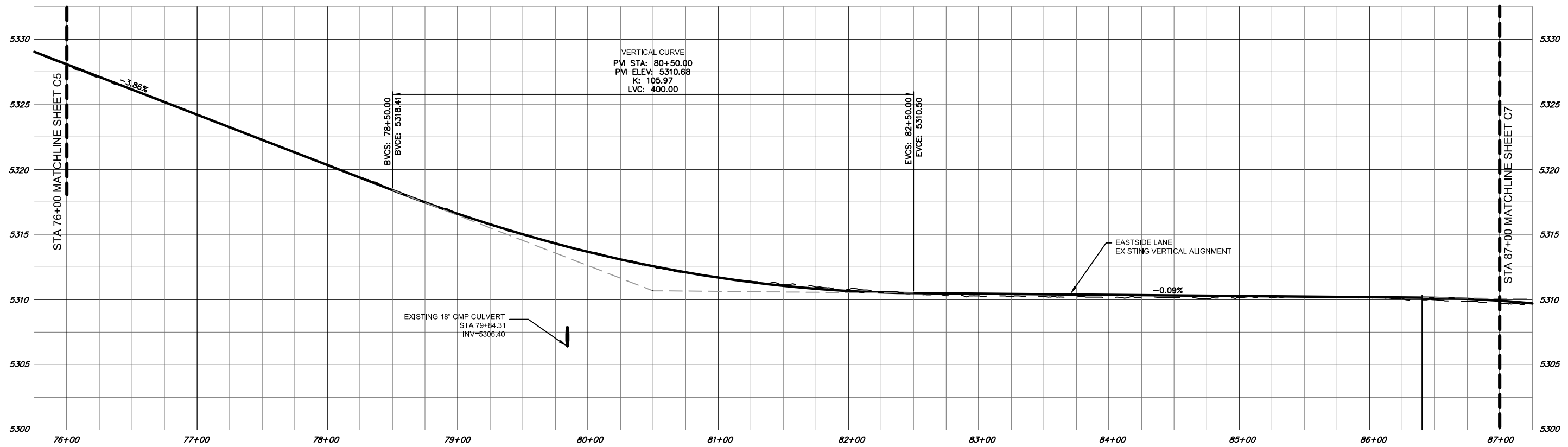
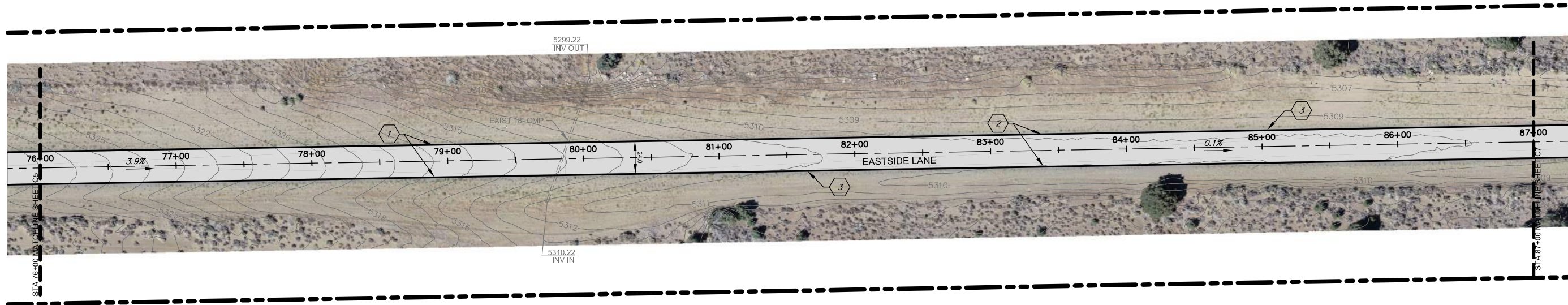
EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-15947(056)
ROAD PLAN AND PROFILE
BASE BID A: STA 66+00 TO STA 76+00

SHEET
C5



CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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EASTSIDE LANE ROAD PROFILE - STA 76+00 TO STA 87+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

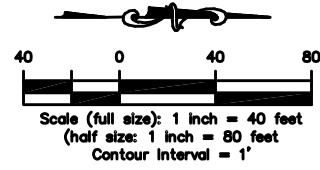


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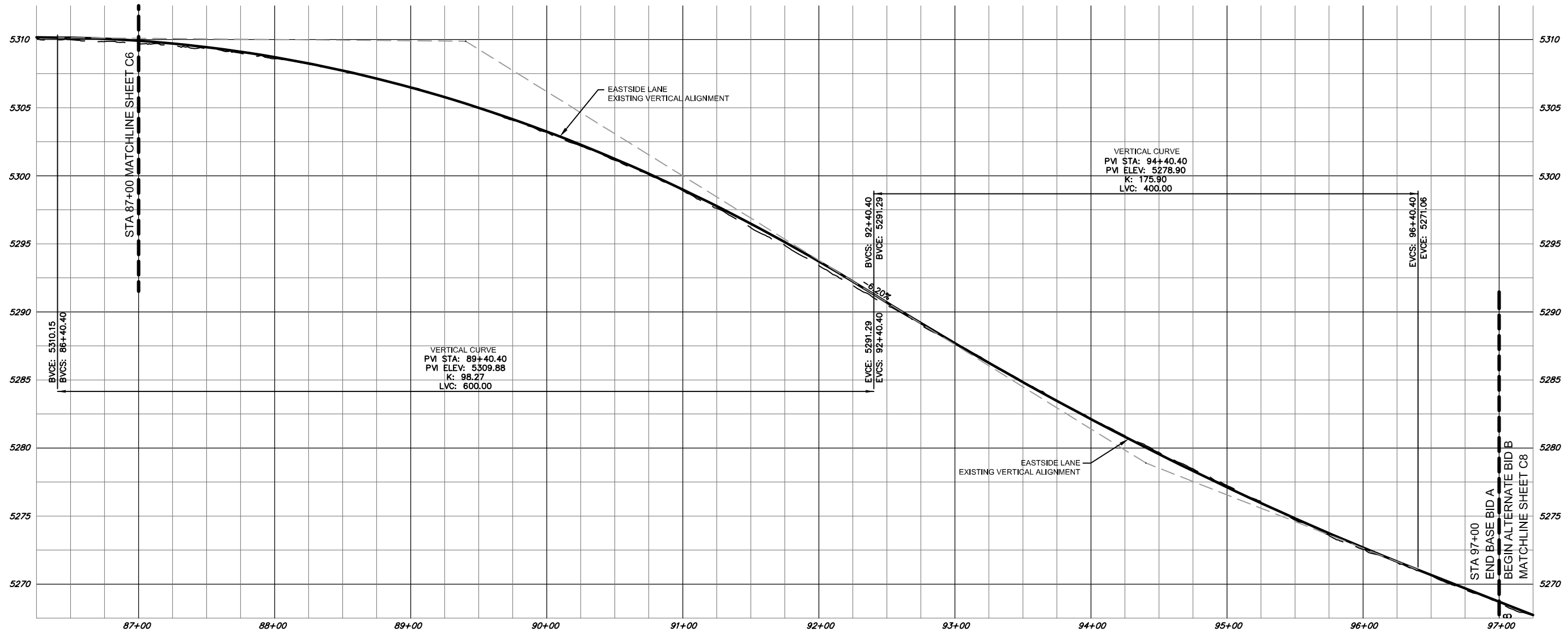
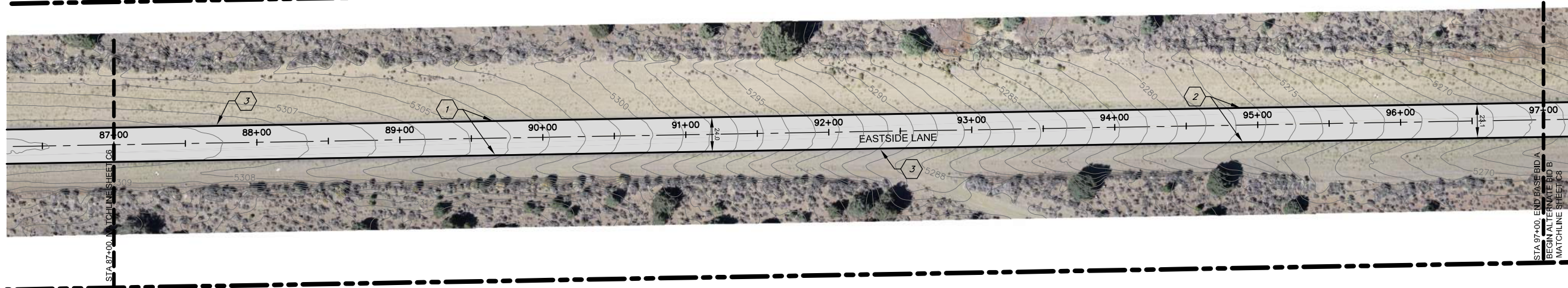
EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-15947(056)
ROAD PLAN AND PROFILE
BASE BID A: STA 76+00 TO STA 87+00

SHEET
C6



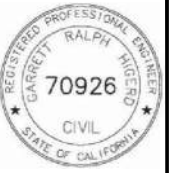
CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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EASTSIDE LANE ROAD PROFILE - STA 87+00 TO STA 97+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

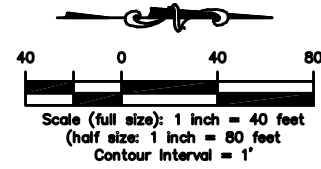


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EXP. 6/30/2019
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2019 MAR 12

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Prepared By: CAS	Date
Checked By: GRH	Rev.#

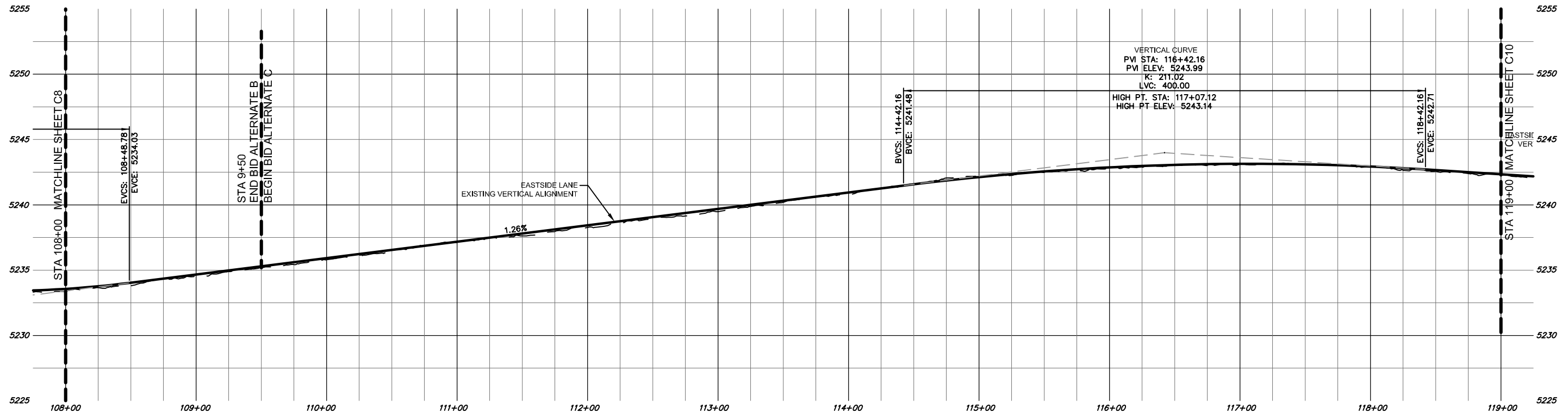
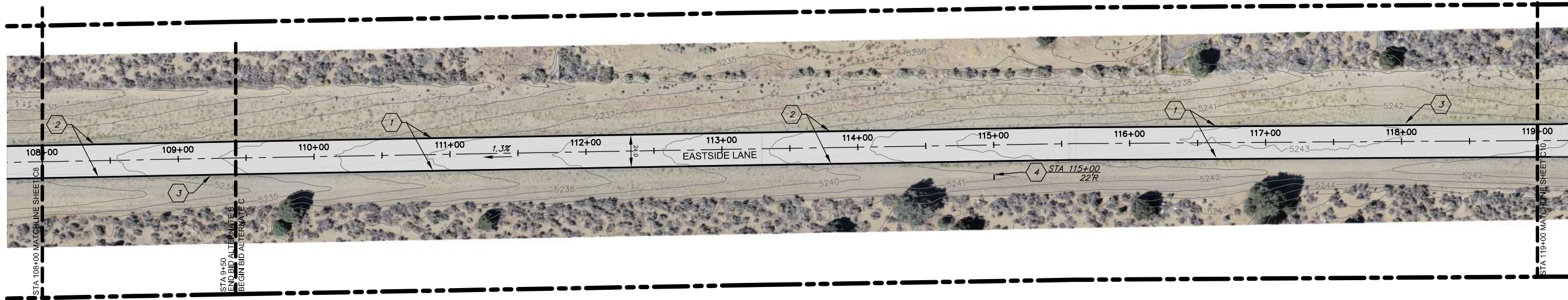
EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-15947(056)
ROAD PLAN AND PROFILE
BASE BID A: STA 87+00 TO STA 97+00

SHEET
C7



CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
2. PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER SECTION 39 OF PROJECT TECHNICAL SPECIFICATIONS.
3. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING EXCEPT WITHIN 100 LINEAR FEET OF EXISTING CULVERT LOCATIONS OR WATERCOURSES.
4. INSTALL SIDE ROAD SIGN (30"x30" W2-2L) PER ROADWAY SIGN PLACEMENT DETAIL ON SHEET 11.



EASTSIDE LANE ROAD PROFILE - STA 108+00 TO STA 119+00

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



SIGNED: *Garrett Ralph Hildebrand*
2019 MAR 12

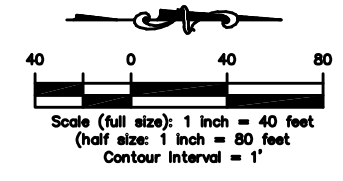
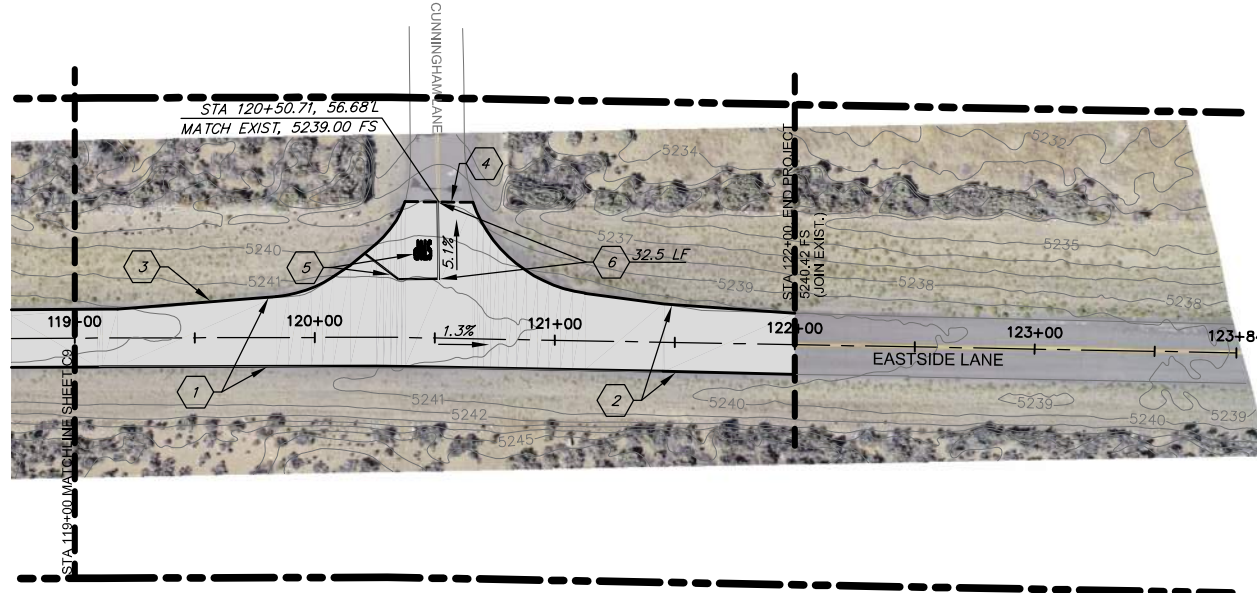
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
Date	
Drawing Date: 2019 FEB 08	
Prepared By: CAS	
Checked By: GRH	

EASTSIDE LANE REHABILITATION PROJECT
FEDERAL PROJECT NO. RSTPL-15947(056)
ROAD PLAN AND PROFILE
STA 108+00 TO STA 109+50; STA 109+50 TO STA 119+00

SHEET
C9

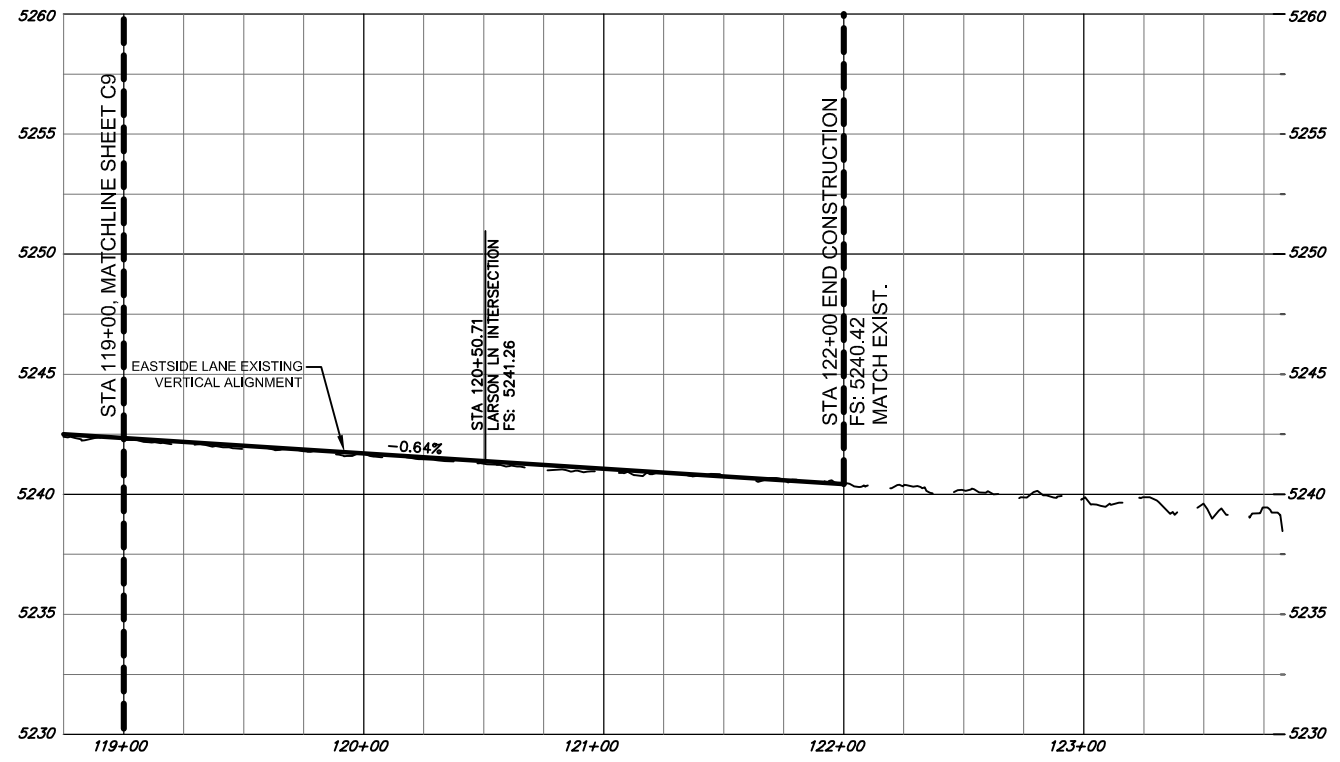


EXP. 6/30/2019
SIGNED:
2019 MAR 12



CONSTRUCTION LEGEND

1. GRIND/PULVERIZE EXISTING ROADBED (DEPTH=6") AND GRADE ROAD TO MATCH EXISTING VERTICAL ALIGNMENT. COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY; MINIMUM COMPACTED THICKNESS SHALL BE 4" AT BASE GRADE.
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4. SAWCUT EXISTING AC ON CUNNINGHAM LANE. CONSTRUCT APRON PER PLAN AND MATCH EXISTING ELEVATIONS.
4. PAINT "STOP" MARKING PER CT STD PLAN A24D AND LIMIT LINE PER CT STD PLAN A24E ON SHEET 11.
5. PAINT CENTERLINE PER CENTERLINE CT A20A, DETAIL 21 ON SHEET 11.

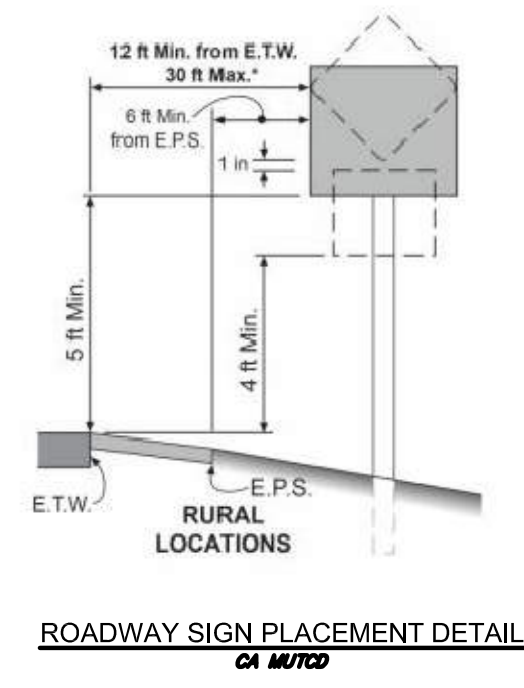
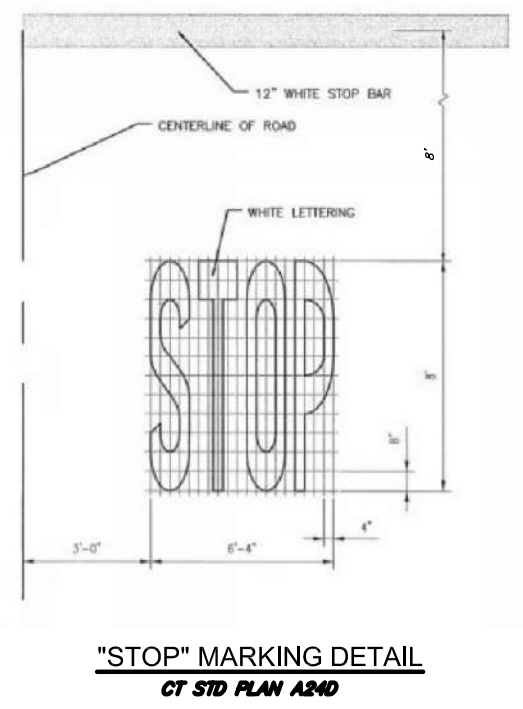
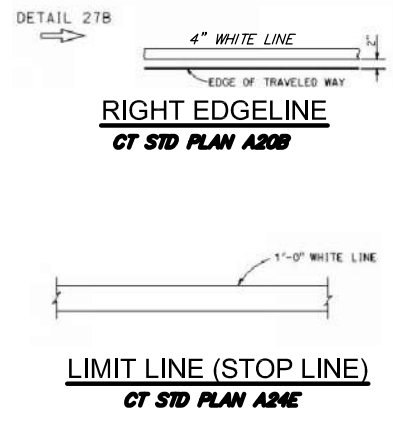
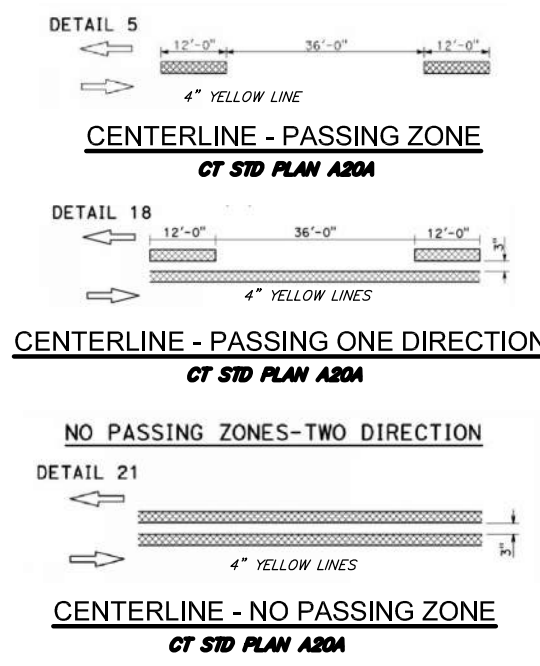
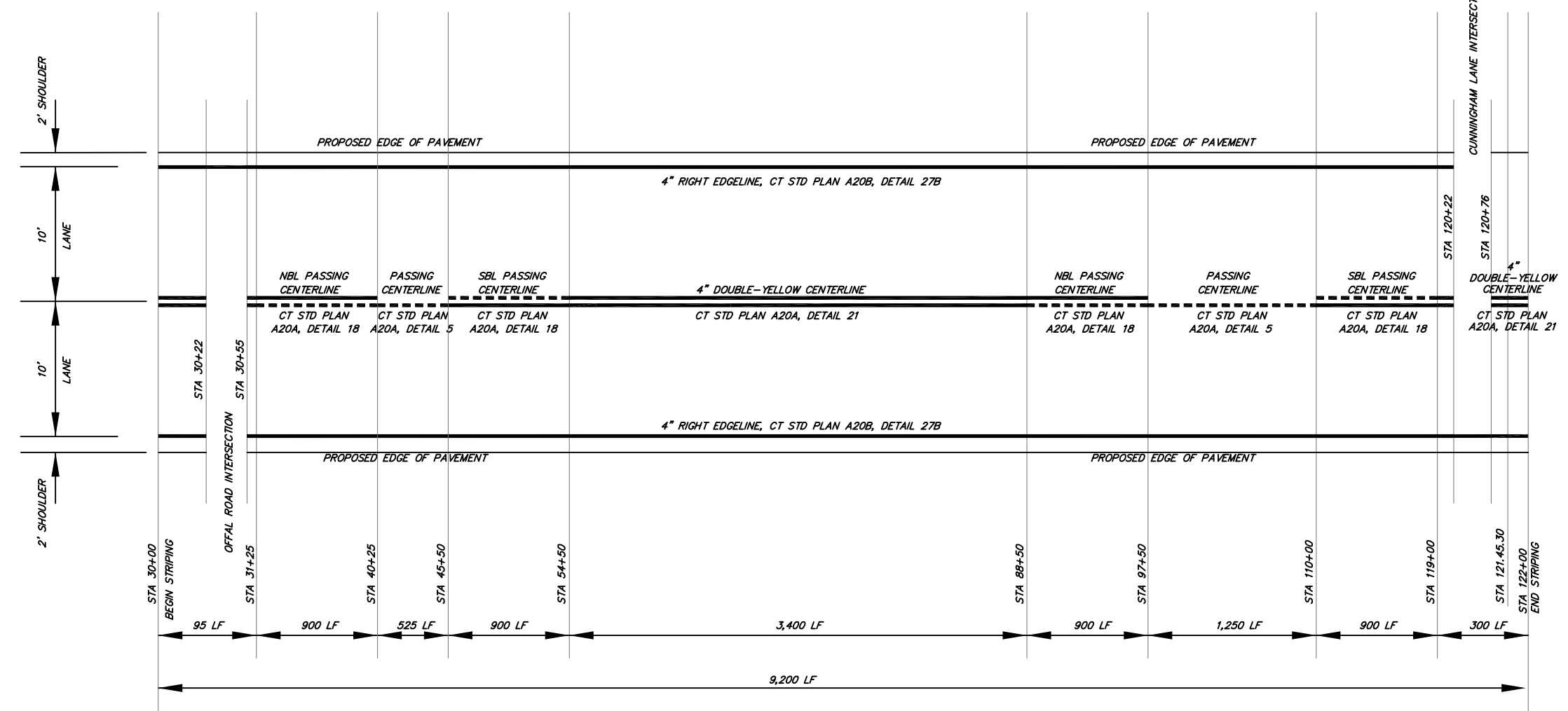
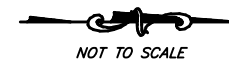


EASTSIDE LANE ROAD PROFILE - STA 119+00 TO STA 122+00
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

MONO COUNTY PUBLIC WORKS DEPARTMENT	Rev.#	Date	Revision
	Drawing Date: 2019 FEB 08		
	Prepared By: CAS		GRH
Checked By:			

EASTSIDE LANE REHABILITATION PROJECT
 FEDERAL PROJECT NO. RSTPL-15947(056)
 ROAD PLAN AND PROFILE
 BID ALTERNATE C: STA 119+00 TO STA 122+00

SHEET
C10



Garrett Ralph
 EXP. 6/30/2019
 SIGNED:
 2019 MAR 12

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Revision	
Date	
Rev.#	
Prepared By: CAS	GRH
Checked By:	

EASTSIDE LANE REHABILITATION PROJECT
 FEDERAL PROJECT NO. RSTPL-15947(056)
 ROAD STRIPING PLAN AND DETAILS
 STA 30+00 TO STA 122+00

SHEET
C11



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: CAO, Finance

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Wilbrecht, Janet Dutcher

SUBJECT FY 2019-2020 Budget Update

AGENDA DESCRIPTION:

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

CAO and Finance will update the Board about the FY 2019-2020 budget development and process.

RECOMMENDED ACTION:

Receive information and provide direction to staff, if desired.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report - FY 2019-2020 budget update
<input type="checkbox"/> Budget Update Presentation - June 18, 2019 v3

History

Time	Who	Approval
6/12/2019 7:41 AM	County Administrative Office	Yes
6/11/2019 1:32 PM	County Counsel	Yes
6/12/2019 5:28 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

*Stephanie M. Butters
Assistant Finance Director
Auditor-Controller*

*Janet Dutcher, CPA, CGFM
Director of Finance*

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

Date: June 18, 2019
To: Honorable Board of Supervisors
From: Janet Dutcher, Finance Director
Dave Wilbrecht, Interim CAO
Subject: FY 2019-2020 Budget Update

Action Requested: Receive information and provide direction to staff if desired.

Discussion:

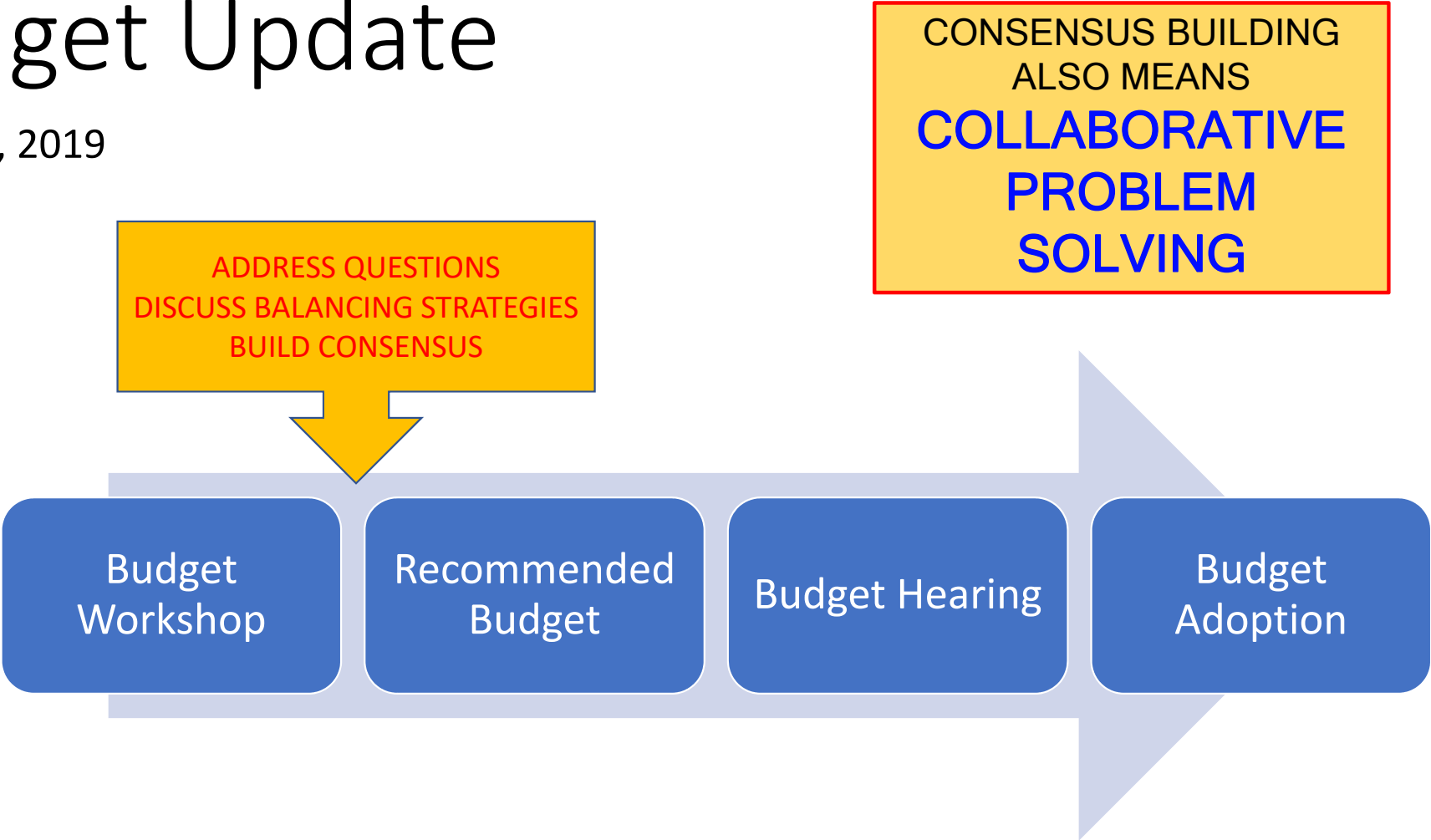
This is a continuing agenda item for discussing budget updates with your Board and deliberating about important matters affecting the recommendation of next year's budget and its adoption.

This budget update will include the following discussion:

- Continue discussing County budgetary needs and addressing Board questions.
- Continue discussing the various strategies for reducing appropriations and/or increasing revenues to achieve a General Fund budget deficit of \$3 million, from the requested departmental budget aggregating to a budget deficit of \$4,112,000.
- Continuing building consensus among your Board about the selection of these balancing strategies and obtain direction from your Board about the content of the recommended budget planned for release on July 5, 2019.

Budget Update

June 18, 2019



AMENDED BUDGET CALENDAR

	Original	#3
DAYS TO PUBLISH BUDGET	3 DAYS	12 DAYS
NO. OF BOARD MEETINGS	1	2
PUBLISH RECOMMENDED BUDGET	JUNE 7	JULY 5
PUBLIC HEARING	JUNE 18	JULY 16 <i>1 pm</i>
BUDGET ADOPTION	JUNE 18	JULY 16 <i>1 pm</i>

BUDGET UPDATES WITH THE BOARD

June 4 ✓

June 11 ✓

June 18

July 2

BOARD
COMMITMENT –
GF DEFICIT OF
\$3 MILLION

- **YES**, if POSSIBLE
- \$4,112,036 request **EXCEEDS** resources
- Budgeting strategies, **version #3** – continue discussing and identifying **CHOICES**
- Achieve **CONSENSUS**

STRATEGIES

*Achieve GF Deficit of \$3 Million
Current requested is \$4,112,036*

GF Revenue Increases

Current Secured Property Taxes	\$300,000
Transient Occupancy Taxes	100,000
Sales taxes	10,000
Prop 172 Public Safety	58,000
TOTAL REVENUE INCREASES	\$468,000

OTHER BUDGET SAVINGS (COSTS)

Adjust Pension UAL to actual	\$216,275
Overbudgeted retirement payout	31,400
Ag Commissioner	30,000
Farm Advisor	(2,540)
ESCOG	(10,000)
Civic Center – Cover cost of move	(65,000)
TOTAL BUDGET IMPACT	\$200,135

GF VACANT POSITIONS	STRATEGY	COST OF VACANCIES	POSSIBLE SAVINGS
ANIMAL CONTROL ATTENDENT (pt)		\$16,571	\$--
CADASTRAL MAPPER	Recruitment underway	107,068	--
ASSISTANT CAO (9 months)		154,094	--
COMMUNICATIONS DIR (9 months)	Could use for housing coordinator	114,664	--
ELECTIONS ASSISTANT (pt)		12,433	--
PARAMEDIC II (frozen 6 months)		55,614	--
DEPUTY SHERIFF II	Recruitment underway Will fill 9/1	170,982	28,497
DEPUTY SHERIFF II	Use to underfill promotion request	131,231	131,231
JAIL SERGEANT	3 months savings	133,772	33,443
PUBLIC SAFETY OFFICER I	Filled	85,991	--
UNDERSHERIFF	1 months savings + DSA II vacancy for 5 months	255,775	75,995
TOTALS		\$1,238,195	\$269,166

GF DISCRETIONARY REQUESTS	REQUESTED	RECOMMEND	PROPOSED SAVINGS
EMS EXPANSION <i>(use \$25,000 carryover)</i>	\$252,000	\$227,000	\$25,000
PROMOTE 2 PSOs TO 2 DSA I + Academy <i>(start Jan 1)</i>	344,614	172,307	172,307
UNFREEZE 2 PSO POSITIONS	176,166	--	176,166
TBID/BID CONSULTING	60,000	20,000	40,000
PT ADMIN REFUNDS	20,000	20,000	--
TRI-VALLEY OVGWMA SUBSIDIES	46,000	46,000	--
FIRST FIVE – HOME VISITING	150,000	150,000	--
AFFORDABLE HOUSING	200,000	200,000	--
TOURISM	10,000	10,000	--
COMMUNITY GRANTS	64,000	49,000	15,000
AIR SUBSIDY	100,000	35,000	65,000
FISH ENHANCEMENT	128,737	103,737	25,000
TOTALS	\$1,551,517	\$1,033,044	\$518,473

STRATEGY RESULTS	REQUESTED	ADJUSTMENTS	TARGET
REVENUES	\$36,675,000	\$468,000	\$37,143,000
FILLED POSITIONS	25,106,000	(248,000)	24,858,000
VACANCIES	1,238,000	(269,000)	969,000
SERVICES & SUPPLIES	10,906,000	(17,000)	10,889,000
DEBT SERVICE	48,000	--	48,000
TRANSFERS OUT	1,937,000	65,000	2,002,000
DISCRETIONARY REQUESTS	1,552,000	(518,000)	1,034,000
TRANSFER TO RESERVES	--	343,000	343,000
BUDGET SAVINGS (unallocated)	--	--	--
	\$(4,112,000)	\$1,112,000	\$(3,000,000)

What is included

- Maximum precision
 - Revenues
 - Salaries and benefits
- Six month plan for filling ALL existing funded positions for the GF
- Funds housing or communications position with \$114,664
- Continues EMS Tri-Valley pilot program
- Promotes 2 PSO Employees to Deputy Sheriff
- \$20,000 for TBID exploration
- First Five – home visiting with \$150,000
- Add another \$200,000 to affordable housing reserve
- Add \$343,000 to economic stabilization reserve
- Earmarks \$65,000 for Civic Center move
- Fund at same level as FY 2019
 - Community grants
 - Fish enhancement
- Returns airport subsidy to FY 2018 funding level of \$35,000

WORKSHOP QUESTIONS AND COUNTY NEEDS

- **Budget communications director in CAO Office?**
 - *How many months?*
- **Fund housing position now or wait?**
 - *Partial months?*
- **Contribute money to affordable housing reserve?**
 - *Current balance c/o to FY 2019-20 is \$200,000*
- **Budget vacant Animal Control Officer I/II costing about \$70,000 for a full year?**
 - *Budget partial year?*
 - *Collect, bill animal license fees*

- **Move excess Ag Commissioner revenues to trust?**
 - *FY 2019 revenues = \$68,000*
 - *FY 2020 revenues = \$94,000*
 - *Difference = \$26,000*
- **Digitizing BOS records? Now or at mid-year?**
 - *Assessor budget - \$42,000 digitize 20,000 records*
- **CCP Allocation**
 - *Requested Budget – excludes \$150,000 position funding*
 - *CCP Executive Committee – recommend FY 2019-20 Budget?*
 - *Meeting scheduled June 26, 2019*
 - *Board workshop*

- **EMS expansion into the Tri-Valley area**

- *FY 2019-20 Request \$302,500*
- *FY 2019-20 without capital expenditures \$252,000*
- *FY 2018-19 balance at 5-31-2019 = \$65,112*
- *Board update on activities – Revenue generation, Service delivery*
- *5 Year plan?*

- **EMS Fees**

- Cost/Benefit – contracting with insurance companies
- Increased fee for NR incidents
- Resident subscription fee program

- ***Critical Fee Updates***

- *Animal Control*
- *Public Health, Environmental Health*

- **Information Technology Questions**

- Move to New Building – budget additional equipment?
 - Increase appropriations?
 - Loan from Tech Refresh?
- EMPG grant – up to \$127,000 of radio equipment
 - Budget match? Salaries and benefits, equipment maintenance
- Hire FTS so IT staff can do IT work?

- **Social Services Questions?**

- Meals on Wheels workshop (Social Services)
- Senior Center – what are the needs? Impose Cap?
- Public Guardianship – increased workload

- **Behavioral Health Questions?**

- Staffing restructure – Adequate staffing to respond to MH needs?
- Need for additional administrative position

- **What to do with Conway property?**
 - Annual maintenance = \$10,000
 - Capital needs = \$18,000
 - Grazing plan?
 - Dispose of property?
- **Full costing of Facilities work for CSAs?**
- **Solid Waste – Succession planning?**
 - *Vacancies*
 - *Closing landfill(s)*
- **Campgrounds**
 - *Fees*
 - *Carryover balance of \$76,000*

- **Motor pool**

- Sheriff vehicles – reimbursement from court realignment?
- Status of ambulance replacements
- CARB workshop

- **Capital Improvement Planning, Projects**

- CIP fund has carryover of \$360,000, identify by project
- Benton ballfield
- Water tanks
- Walker senior center parking lot
- Bridgeport museum
- June Lake CC – windows \$7,500
- Budget summer projects
- Address capacity to deliver projects

- **Civic Center Project**

- Unanticipated costs
 - Fees and permits
 - Construction manager
- Logistics and cost of move, furniture

- **Jail Construction Project**

- Restart project – achieve project establishment
- Local match balance = \$1,188,000 (General Fund)
- CCP Contribution?

- **Sheriff Questions**

- Pay increase for court screeners
- Address 4 frozen positions (2 DSA, 2 PSO)
- Parking tickets?
- Involvement in jail construction project

- **Agenda item – suicide response program**

- Sheriff, BHS, EMS

- **Economic Development / Tourism Questions**
 - Businesses paying a living wage?
 - Visitor study?
 - Business Improvement District consultant - \$60,000
 - Fish or Air subsidy?
 - Fishery Commission - \$25,000 discretionary request
 - Air subsidy request of \$100,000
 - Community grants program – contribute set amount or specify allocation by types of community groups?
 - Tourism marketing – TOT 1%
 - Tourism commission budget recommendations
 - Carryover of \$75,000 for emergencies
 - BOS policy on use of carryover balances



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: County Counsel

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Jason Canger

SUBJECT Ordinance Proposing an Amendment to Mono County Code Section 10.17.100 – Use Restrictions in County Skateboard Parks

AGENDA DESCRIPTION:

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

Proposed Ordinance No.19-__: An ordinance of the Mono County Board of Supervisors amending Chapter 10.17, Section 10.17.100 of the Mono County Code to add the Crowley Lake Skate Park to the list of Skateparks to which certain use restrictions apply.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 921-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Ordinance
<input type="checkbox"/> Exh A 2 Ordinance

History

Time

Who

Approval

6/12/2019 7:41 AM	County Administrative Office	Yes
6/11/2019 9:05 AM	County Counsel	Yes
6/11/2019 3:22 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

OFFICE OF THE
COUNTY COUNSEL

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Honorable Chair Peters and Members of the Board of Supervisors

From: Jason Canger, Deputy County Counsel

Date: June 18, 2019

RE: Ordinance Proposing Amendment to Mono County Code Section 10.17.100 – Use Restrictions in County Skateboard Parks

Recommended Action:

Introduce, read title, and waive further reading of proposed ordinance amending Mono County Code Section 10.17.100 – Use Restrictions in County Skateboard Parks.

Fiscal Impact:

None.

Discussion:

California Health and Safety Code section 115800(a)¹ requires owners and operators of skateparks to prohibit persons from riding skateboards in skateparks unless those persons wear helmets, elbow pads, and knee pads. This provision makes liable both public and private skatepark owners and operators for personal injuries occurring at the skatepark if they do not require skateboarders wear the specified protective equipment. However, the immediately following subsection provides a statutory immunity from the liability imposed by Section 115800(a) for local public agencies that own skateparks not supervised on a regular basis. (Health & Saf. Code, § 115800(b).) In order to take advantage of this statutory immunity, however, local public agencies must do two things: (1) adopt an ordinance requiring persons riding skateboards at skateparks owned by local public agencies to wear helmets, elbow pads, and knee pads; and (2) post signs at skateparks owned by local public agencies that provide reasonable notice that persons riding skateboards at these skateparks must wear helmets, elbow pads, and knee pads, and that failure to do so will subject such persons to citation. (Health & Saf. Code, § 115800(b)(1) & (2).)

The County owns and operates two skateparks, the Bridgeport Skate Park and the Crowley Lake Skate Park. In order to take advantage of the immunity provided by Section 115800(b), the County previously adopted an ordinance amending the Mono County Code to add Section

¹ Hereinafter, all section references are to the California Health and Safety Code unless otherwise provided.

Mono County Board of Supervisors

RE: Ordinance Amending Mono County Code Section 10.17.100 – Use Restrictions in
County Skateboard Parks

June 18, 2019

Page 2 of 2

10.17.100 of Chapter 10.17. Because this ordinance was adopted prior to the construction of the Crowley Lake Skate Park, Mono County Code Section 10.17.100 references only the Bridgeport Skate Park. Although the County has posted signs that satisfy the requirements of Section 115800(b)(2) at both the Bridgeport Skate Park and the Crowley Lake Skate Park, the County needs to update Section 10.17.100 to include references to the Crowley Lake Skate Park to be immunized from liability for accidents that might occur at both of the skateparks that the County owns.

The proposed changes to Section 10.17.100 also includes language that would immunize the County should it decide to construct additional skateparks in the future and cleanup amendments for the internal consistency of Section 10.17.100.

If adopted by the Board, the attached ordinance would go into effect 30 days from the date of its adoption and final passage

If you have any questions regarding this item, please contact me at (760) 924-1712 or via email at jcanger@mono.ca.gov.

Sincerely,

Jason Canger
Deputy County Counsel

Attachment: Ordinance No.19-__ : AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 10.17, SECTION 10.17.100 OF THE MONO COUNTY CODE TO ADD THE CROWLEY LAKE SKATE PARK TO THE LIST OF SKATEPARKS TO WHICH CERTAIN USE RESTRICTIONS APPLY



ORDINANCE NO. 19 - ____

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING CHAPTER 10.17, SECTION 10.17.100 OF THE MONO COUNTY CODE
TO ADD THE CROWLEY LAKE SKATE PARK TO THE LIST OF SKATEPARKS TO
WHICH CERTAIN USE RESTRICTIONS APPLY**

WHEREAS, subsection (a) of section 115800 of the California Health and Safety Code requires operators of skate parks to prohibit persons from riding skateboards in skate parks unless those persons are wearing helmets, elbow pads, and knee pads; and

WHEREAS, subsection (b) of section 11580 of the California Health and Safety Code provides that local public agencies that own skate parks that are not supervised on a regular basis may satisfy the requirements of subsection (a) of section 11580 of the California Health and Safety Code by (i) adopting an ordinance requiring persons riding skateboards at skate parks owned by local public agencies to wear helmets, elbow pads, and knee pads; and (ii) posting signs at skate parks owned by local public agencies affording reasonable notice that persons riding skateboards at local public agencies' skate parks must wear helmets, elbow pads, and knee pads, and that persons failing to do so will be subject to citation; and

WHEREAS, the County owns two skate parks that it does not supervise on a regular basis, the Bridgeport Skate Park and the Crowley Lake Skate Park; and

WHEREAS, the County has posted signs at both the Bridgeport Skate Park and the Crowley Lake Skate Park that afford reasonable notice that persons riding skateboards at the two skate parks must wear helmets, elbow pads, and knee pads and that persons failing to do so will be subject to citation; and

WHEREAS, the Board of Supervisors previously enacted an ordinance amending the Mono County Code to add Section 10.17.100 of Chapter 10.17, which requires persons riding skateboards at the Bridgeport Skate Park to wear helmets, elbow pads, and knee pads; and

WHEREAS, Section 10.17.100 of Chapter 10.17 was added to the Mono County Code prior to the construction and opening of the Crowley Lake Skate Park; and

WHEREAS, in order for the County to satisfy the requirements of subsection (a) of section 11580 of the California Health and Safety Code, Section 10.17.100 of Chapter 10.17 of the Mono County Code must be amended to reference the Crowley Lake Skate Park.

///

///

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO ORDAINS** as follows:

3 **SECTION ONE:** Section 17.10.100 of Chapter 17.10 of the Mono County Code is
4 hereby amended as set forth in Exhibit A attached hereto and incorporated herein by this
5 reference.

6 **SECTION TWO:** This ordinance shall become effective 30 days from the date of its
7 adoption and final passage, which appears immediately below.

8 **SECTION THREE:** The Clerk of the Board of Supervisors shall post this ordinance and
9 also publish it in the manner prescribed by Government Code Section 25124 no later than 15
10 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance
11 within said 15-day period, then the ordinance shall not take effect until 30 days after the date of
12 publication.

13 **PASSED, APPROVED, AND ADOPTED** this _____ day of June 2019, by the
14 following vote, to wit:

15 **AYES:**

16 **NOES:**

17 **ABSENT:**

18 **ABSTAIN:**

19
20 _____
21 John Peters, Chair
22 Mono County Board of Supervisors

23
24 **ATTEST:**

25 **APPROVED AS TO FORM:**

26 _____
27 Clerk of the Board

28 _____
29 County Counsel

EXHIBIT A

10.17.100 – Use restrictions in county skateboard parks.

- A. Only skateboards, roller skates, and in-line skates are allowed in **any skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park**. All other transportation vehicles, including, but not limited to, any bicycles, scooters, and/or motorized vehicles are prohibited.
- B. Any person riding a skateboard, roller skates, or in-line skates within any skateboard park owned and/or operated by Mono County, including **but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park**, must wear a helmet, an elbow pad on each elbow, and a knee pad on each knee while skating. Said helmet, elbow pads, and knee pads shall be commercially manufactured, maintained in good condition, and properly fastened while skating.
- C. Pets are prohibited from being within any skateboard park owned and/or operated by Mono County.
- D. No unauthorized obstacles, materials, or other pieces of equipment are allowed in **any skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park**.
- E. No skating is permitted on wet, snowy, or icy surfaces within **any skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park**.
- F. **All skateboard parks owned and/or operated by Mono County, including but not limited to the The Bridgeport Skate Park and the Crowley Lake Skate Park, shall be closed from sunset to sunrise. The Bridgeport Skate Park is closed and during inclement weather. Skating in the Bridgeport Skate Park** Use of any skateboard park owned and/or operated while ~~the facility~~ a skateboard park is closed is prohibited and will be considered trespassing.
- G. Spectators are not allowed in or on any ~~county owned and/or operated skateboard park~~ bowls, ramps, features, or other elements of ~~it's~~ the skating surface of any skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park.
- H. No glass containers are allowed in any ~~county owned and/or operated~~ skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park. No littering is permitted within any ~~county owned and/or operated~~ skateboard park owned and/or operated by Mono County.
- I. No food is permitted within any ~~county owned and/or operated~~ skateboard park owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park.

EXHIBIT A

- J. No alcohol, drugs, or tobacco are allowed in any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park.~~ Being under the influence of alcohol ~~and/or~~ and/or drugs is prohibited while within any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County.~~
- K. No part of any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park,~~ can be defaced by any means. As such, no graffiti or tagging is permitted within any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County.~~ Stickers, paint, markers, and other such items are not permitted in any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County.~~
- L. No person shall operate or permit the operation of, any sound amplification system within any ~~county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park,~~ which can be heard from fifty or more feet away. Amplified music is prohibited at times during which organized sports teams are making use of the baseball field adjoining the Bridgeport Skateboard Park.
- M. Throwing or launching of objects, including, but not limited to, skateboards, roller skates, or in-line skates, is prohibited within ~~any county owned and/or operated~~ skateboard park ~~owned and/or operated by Mono County, including but not limited to the Bridgeport Skate Park and the Crowley Lake Skate Park.~~
- N. Any person who violates any provision of this section, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties, and/or costs incurred by ~~the county~~ Mono County in remediation of any violation(s) of ten dollars for the first violation, twenty dollars for the second violation, and forty dollars for any subsequent violation.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Health Department; County Counsel

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Louis Molina

SUBJECT Amendment to Mono County Code
Chapter 7.08 - Retail Food Facilities

AGENDA DESCRIPTION:

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

Amendment to Chapter 7.08 - Retail Food Facilities, which will incorporate and adopt the California Retail Food Code, by reference, with a single change to restroom requirements for food facilities with onsite customer seating.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Louis Molina

PHONE/EMAIL: (760) 924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance- Amendment to Chapter 7.08
Exhibit to Ordinance - Amendment to Chapter 7.08
Current MCC Chapter 7.08 Food Handling Establishments

History

Time	Who	Approval
6/12/2019 7:37 AM	County Administrative Office	Yes

6/4/2019 1:26 PM

County Counsel

Yes

6/5/2019 4:13 PM

Finance

Yes



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

P O .B O X 476, B R I D G E P O R T, C A 93517 P H O N E (760) 932-5580 • F A X (760) 932-5284
P O .B O X 3329, M A M M O T H L A K E S, C A 93546 P H O N E (760) 924-1830 • F A X (760) 924-1831

May 28, 2019

To: Honorable Board of Supervisors
From: Louis Molina, Environmental Health Director
Subject: Mono County Code, Chapter 7.08 Amendment – Retail Food Facilities

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Discussion: The last update to Chapter 7.08 of the Mono County Code, which relates to Food Handling Establishments, took place many decades ago. In that time, the California Retail Food Code (CRFC (excerpts from the California Health and Safety Code)) which dictates requirements and standards for retail food facilities in California, has had many changes. It is for this reason that the current Chapter 7.08 will be amended. The amended ordinance will fully incorporate the state-wide standards for retail food facilities set forth in the CRFC in place and instead of the current standards set forth in Chapter 7.08.

In addition, the current version of Chapter 7.08 requires that newly constructed, or extensively remodeled food establishments, have two restrooms available for its guests when there are on-site eating facilities available. Following a presentation to the Mono County Board of Supervisors in February of this year, the Board agreed that this requirement should be amended to allow for smaller food facilities to have a single, unisex restroom, under certain conditions. The amended Chapter 7.08 will allow retail food facilities with onsite eating facilities with 15 or fewer seats, and where no alcoholic beverages are sold, to have at least one toilet facility accessible by either sex, for use by employees and patrons. All other retail food facilities with onsite eating facilities shall still be required to have at least two toilet facilities for use by employees and patrons, which are accessible by either sex.

Fiscal Impact: No fiscal impact.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Sandra Pearce, Public Health Director Date



R19-__

**ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING CHAPTER 7.08 OF THE MONO COUNTY CODE
PERTAINING TO RETAIL FOOD FACILITIES**

WHEREAS, Mono County Code Chapter 7.08 (“Chapter 7.08”) sets standards for the sanitation, hygiene, construction and operation of retail food facilities within Mono County and provides for regulation of such facilities; and

WHEREAS, the California Retail Food Code, Health and Safety Code section 113700 *et seq.* (“Retail Food Code”) sets state-wide standards for sanitation, hygiene, construction and operation of retail food facilities within the State of California; and

WHEREAS, in order to clarify that the state-wide standards in the Retail Food Code apply to all retail food facilities within Mono County and eliminate any confusion caused by any discrepancies between current Chapter 7.08 and the Retail Food Code, the Mono County Board of Supervisors wish to amend Chapter 7.08 to fully incorporate the state-wide standards for retail food facilities set forth in the Retail Food Code in place and instead of the current standards set forth in Chapter 7.08; and

WHEREAS, the Mono County Board of Supervisors wish to retain the current standard in Chapter 7.08 requiring retail food facilities to have two toilet facilities which are accessible to both sexes, and accessible to both employees and patrons, and thereby retain a stricter standard for Mono County than the standard set forth in the Retail Food Code; and

WHEREAS, the Mono County Board of Supervisors wish to amend Chapter 7.08 to require that all retail food facilities with an occupancy of 15 or fewer seats, and where no alcohol is served, have a single toilet facility for use by employees and patrons, and thereby impose a stricter standard for Mono County than the standard set forth in the Retail Food Code; and

WHEREAS, the Mono County Board of Supervisors has reviewed the proposed amendment to Chapter 7.08 appearing in the Exhibit hereto.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MONO COUNTY ORDAINS as follows:

Chapter 7.08 – RETAIL FOOD FACILITIES

7.08.010 - Purpose.

It is the purpose of this chapter to establish minimum standards of sanitation, hygiene, construction and operation of retail food facilities within Mono County and to provide for the regulation of all retail food facilities.

7.08.020 - Incorporation and Adoption of Retail Food Code

All definitions, authority, scope, responsibilities, requirements, standards, conditions, exemptions, procedures and penalties described within the California Retail Food Code, California Health and Safety Code Section 113700 *et seq.* (“Retail Food Code”) are hereby adopted and incorporated by reference.

7.08.030 - Conflicts with Other Laws

Laws and regulations enacted by the State of California that surpass the requirements of this chapter and pertain to the Retail Food Code shall take precedence.

7.08.040 – Construction Standards

Retail food facilities with onsite eating facilities shall have at least two toilet facilities for use by employees and patrons, which are accessible by either sex. Retail food facilities with onsite eating facilities with 15 or fewer seats, and where no alcoholic beverages are sold, shall have at least one toilet facility accessible by either sex, for use by employees and patrons, and designed for use by no more than one person at a time. All other provisions regarding toilet facilities outlined in the California Retail Food Code shall apply.

Chapter 7.08 - FOOD HANDLING ESTABLISHMENTS

Sections:

7.08.010 - Purpose.

It is the purpose of this chapter to establish minimum standards of sanitation, hygiene, construction and operation of food handling facilities within Mono County and to provide for the regulation of all food facilities.

(Ord. 82-507 § 1 (part), 1982.)

7.08.020 - Definitions.

As used in this chapter:

- A. "Approved" means acceptable to the department of public health based on its determination as to conformance with appropriate standards and good public health practice.
- B. "Commissary" means a food establishment in which food, containers, equipment or supplies are stored or handled for use in vehicles, mobile food preparation units, food carts or vending machines.
- C. "Department" means the Mono County department of public health.
- D. "Employee" means any person working in a food facility covered by this chapter.
- E. "Equipment" means all cooking units, hoods, cutting blocks, processing machines, tables, refrigerators, freezers, sinks, dishwashing machines, steam tables, and other items used in a food facility.
- F. "Extensively remodeled" means remodeling to the extent that the cost equals or exceeds fifty percent of the fair market value of the establishment.
- G. "Food" means any raw or processed substances, ice, beverage or ingredient intended to be used for human consumption.
- H. "Food cart" means a non-self-propelled, wheeled vehicle limited to serving nonpotentially hazardous foods or commissary wrapped food maintained at proper temperatures or limited to the assembly and serving of hot dogs.
- I. "Food establishment" means any room, building or place, or portion thereof, maintained, used or operated for the purpose of storing, preparing, serving, packaging, transporting, salvaging, or otherwise handling food intended for distribution or sale. Food establishment does not include a food vehicle, vending machine, food cart, temporary food stand or mobile food preparation unit; a cooperative arrangement wherein no permanent facilities are used for storing or handling food; a private home; nor a church, private club or other nonprofit association which gives or sells food at occasional events, provided such sale is made to members and guests only.
- J. "Food facility" means food establishment, food cart, vehicle, produce stand, open-air market, retail dairy, temporary food stand and mobile food preparation unit as defined in this section. Food facility also includes places used in conjunction with such operations including storage facilities for food-related utensils, equipment and materials.
- K. "Food preparation" means packaging, processing, or any operation which changes the form, flavor, or consistency of food, but does not include trimming of produce.
- L. "Frozen food" means a food maintained at a temperature at which all moisture therein is in a solid state, not to exceed zero degrees Centigrade (thirty-two degrees Fahrenheit).

- M. "Food vehicle" means any vehicle upon which food is transported, displayed, sold, offered for sale, or given away to the public, but not including "mobile food preparation unit" or "food cart" as defined in this section. N. "Health officer" means the health officer of Mono County or his duly authorized representative.
- O. "Mobile food preparation unit" means any vehicle or portable food service unit, except food carts as defined in this section, upon which food is prepared, wrapped, packaged or portioned for service, sale or distribution.
- P. "Multiuse utensil" means a utensil intended for use more than one time by an employee or consumer.
- Q. "Occasional event" means an event which occurs not more than three days in any ninety-day period.
- R. "Open-air market" means a food establishment which has one side open to the outside air during business hours and which sells, offers for sale, or gives away only produce and/or shell eggs except that, additionally, no greater than ten percent of the floor space of the food sales and storage area may be devoted to packaged foods.
- S. "Permit" means a written authorization to operate issued by the Mono County department of public health.
- T. "Person" means any individual, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate, political subdivision or any other group or combination acting as a unit.
- U. "Potentially hazardous food" means food capable of supporting rapid and progressive growth of microorganisms likely to cause food infections or intoxications. Potentially hazardous food shall not include edible, uncracked shell eggs.
- V. "Produce" means any fruit or vegetable in its raw or natural state.
- W. "Produce stand" means an open-air market which sells, offers for sale, or gives away only produce and/or shell eggs produced on the land containing the stand.
- X. "Refrigeration unit" means a mechanical unit which extracts heat from an area through liquification and evaporation of a fluid by a compressor, flame or thermoelectric device. Refrigeration unit also includes a cold plate permanently connected to a compressor or any other unit approved by the department.
- Y. "Retail dairy" means a food establishment at which milk or milk products constitute over fifty percent of the sales volume and, additionally, at which no greater than ten percent of the floor space of the food sales and storage area may be devoted to nondairy packaged food.
- Z. "Single service utensil" means a utensil which is designed for use only once and which shall be discarded after use.
- AA. "Temporary food stand" means any facility or place, profit or nonprofit, where food is prepared, dispensed, stored in connection with a fair, circus, carnival, sports event, public exhibition or public gathering, offering for sale or gift to the general public for a temporary period of time, not to exceed fourteen consecutive days in one fixed location.
- BB. "Utensil" means any kitchenware, tableware, cutlery, glassware, containers, implements, wrappers, high chair trays, or other items with which food comes in contact during storage, transportation, display, preparation, serving, sale, or through use by an employee or consumer.

(Ord. 82-507 § 1 (part), 1982.)

7.08.030 - Permits—Required—Application—Term—Posting.

- A. A food facility shall not operate without a valid permit issued by the health officer.

- B. A permit to operate a food facility shall be issued by the health officer when investigation has determined that the proposed facility and its method of operation will conform with the requirements of this chapter.
- C. Permits are nontransferable, shall be valid only for the person, location, type of food sales or distribution activity approved and, unless suspended or revoked for cause, for a period of one year or as indicated on the permit. Permits may be issued for a lesser period of time for temporary food facilities, temporary food stands or other food facilities operating for a limited period of time as approved by the health officer.
- D. A permit shall be posted in a conspicuous place within the food facility.
- E. Any person proposing to build or remodel a food facility shall submit three complete sets of plans and specifications to the health department for review and approval. Such plans shall be approved or rejected within ten working days after receipt by the health department and the applicant shall be notified of such decision. The building department shall not issue a building permit for a food facility until after it has received plans approved by the health department.
- F. Any fee for the permit and related services shall be determined by resolution of the Mono County board of supervisors.

(Ord. 82-507 § 1 (part), 1982.)

7.08.040 - Enforcement.

- A. The Mono County health officer is charged with the enforcement of this chapter.
- B. The health officer may enter and inspect any food facility suspected of being such, at any reasonable hour, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be supplied or mailed to the operator, manager, or owner of the food facility on all routine inspections. A written report on a follow-up inspection shall be at the discretion of the health officer.
- C. Based upon substantial evidence, the health officer may:
 1. Embargo or destroy any food which is found to be, or suspected of being, contaminated or adulterated;
 2. Embargo equipment or utensils which are found to be unsanitary or in disrepair such that food, equipment or utensils may become contaminated or adulterated, the health officer may attach an embargo tag to such equipment or utensils which shall be removed only by the enforcement officer following verification that the condition has been corrected;
 3. No food, equipment or utensils so embargoed shall be used prior to removal of the embargo tag.
- D. Any person who violates any provision of this chapter or regulation adopted pursuant to this chapter is guilty of a misdemeanor. Each offense shall be punished by fine of not less than twenty-five dollars, nor more than one thousand dollars, or by imprisonment in the county jail for a term not exceeding six months, or by both such fine and imprisonment.
- E. The owner, manager, operator of any food facility is responsible for any violation of any provision of this chapter by an employee. Each day's violation is a separate and distinct offense.
- F. Violation of this chapter relating to facilities held in a common or shared by more than one food facility shall be deemed a violation for which the permittee of each such food facility is responsible.

(Ord. 99-10 § 2, 1999; Ord. 82-507 § 1 (part), 1982.)

7.08.050 - Permit—Suspension, revocation and appeal.

- A. Any permit may be suspended or revoked by the health officer for violation of this chapter. Any food facility for which the permit has been suspended shall close and remain closed until the permit has been reinstated. Any food facility for which the permit has been revoked shall close and remain closed until a new permit has been issued.
- B. If an immediate danger to the public health or safety is found, unless the danger is immediately corrected, the enforcement officer may suspend the permit, and order the food facility immediately closed. Immediate danger to the public health and safety means any condition, based upon substantial evidence that can cause food infection, food intoxication, disease transmission or hazardous condition, such as unsafe food temperature, sewage contamination, nonpotable water supply or an employee who is a carrier of a communicable disease.
- C. Whenever a permit is suspended as the result of an immediate danger to the public health or safety, the health officer shall issue to the permittee a notice setting forth the acts or omissions with which the permittee is charged, specifying the pertinent code sections and informing the permittee of the right to a hearing.
- D. At any time within fifteen calendar days after service of such notice, the permittee may request in writing a hearing before a hearing officer to show cause why the permit suspension is not warranted. Such hearing shall be held within fifteen calendar days of the receipt of request for a hearing. A failure to request a hearing within fifteen calendar days shall be deemed a waiver of the right to such hearing.
- E. At the conclusion of the hearing of suspension or revocation, the hearing officer shall issue a written notice of decision to the permittee within five working days following the hearing. In the event of a suspension or revocation, the notice shall specify the acts or omissions with which the permittee is charged and the terms of the suspension or that the permit has been revoked.
- F. A permit may be reinstated or a new permit issued if the health officer or a hearing officer or authorized agent determines that conditions which promoted the suspension or revocation no longer exist.

(Ord. 82-507 § 1 (part), 1982.)

7.08.060 - Sanitation requirements for food facilities.

- A. All potentially hazardous food shall be held below seven degrees Centigrade (forty-five degrees Fahrenheit) in a refrigeration unit or shall be kept above sixty degrees Centigrade (one hundred forty degrees Fahrenheit) at all times. A thermometer accurate to plus or minus one degree Centigrade (two degrees Fahrenheit) shall be provided for each refrigeration unit and be located to indicate the air temperature in the warmest part of the unit and affixed to be readily visible. Containers of potentially hazardous food displayed for service may be placed in ice bed or held by a similar means which maintains the food below seven degrees Centigrade (forty-five degrees Fahrenheit). Except for vending machines, an accurate, easily readable metal probe thermometer, suitable for measuring the temperature of food, shall be readily available.
- B. All food shall be manufactured, produced, prepared, compounded, packed, stored, transported, kept for sale, and served so as to be pure, free from adulteration and spoilage, shall have been obtained from approved sources, shall otherwise be fully fit for human consumption, and shall conform to the applicable provisions of Division 21 (commencing with Section 26000) of the California Health and Safety Code. No food shall be offered for sale, advertised, misrepresented by means of menu or menuboard, or depicted or described in any other manner which is adulterated or misbranded as defined in Sections 26520 through 26570 of the California Health and Safety Code. It is unlawful for any person, business or organization to disseminate any false advertisement of any food. An advertisement is false if it is false or misleading in any manner.
- C. No food prepared or stored in a private home shall be used, stored, served, offered for sale, sold or given away in a food facility.

- D. It is unlawful for any person to serve, or offer for sale or gift, any article of good which has been previously served to another person except:
1. Food which has been individually packaged and such package has not been opened or unsealed;
 2. Sugar, salt, and other dry condiments which are kept in bowls or containers with self-closing, tight-fitting lids, or in shakers;
 3. Liquid condiments and seasonings which are kept in pitchers with self-closing, tight-fitting covers or pouring spouts, or squeeze bottle containers with spouts with small openings;
 4. Fruit and nuts whose skins or shells are clean and unbroken.
- E. Bakery products sold directly to a restaurant, catering services, retail bakery or sold over the counter directly to the consumer by the manufacturer or baker distributor are exempt from the provisions of this subsection. French style, hearth-baked or hard-cruste loaves and rolls shall be considered properly wrapped if in an open-end bag of sufficient size to enclose such loaves or rolls. Every baker product, box lunch or sandwich prepared for sale, gift or distribution, other than on the premises where prepared, shall be securely wrapped and labeled as prescribed by Division 21 of the California Health and Safety Code.
- F. Food Storage, Display and Transport.
1. Adequate and suitable space shall be provided for the storage of food. Except for large or bulky food containers, all food shall be stored at least fifteen centimeters (six inches) off the floor, or under such other conditions as are approved. Containers may be stored on dollies, racks or pallets not meeting this height requirement, provided such items are easily moveable. All cartons, boxes, or other materials used in the packaging of any food shall be protected at all times from dirt, vermin, and other forms of contamination or adulteration. All returned or damaged food products and food products from which the label has been removed shall be separated and stored in separate area and in such a manner as to prevent adulteration of other food and shall not contribute to a vermin problem. Bulk food not stored in original packaging shall be stored in containers identifying the food by common name.
 2. Displays of unpackaged food shall be shielded so as to intercept a direct line between the customer's mouth and the food being displayed. This subsection shall not apply to produce sold or given away in retail grocery stores.
 3. All food shall be prepared, stored, displayed, dispensed, placed, transported, sold and served as to be protected from dirt, vermin, unnecessary handling, droplet contamination, overhead leakage, or other contaminations.
 4. The vehicles and equipment to be used in the transport of food shall be subject to the approval of the health officer.
- G. All frozen food shall be kept at a temperature which will keep such food in a frozen state until ready for processing or preparation. No food which has been thawed shall be refrozen unless it has been cooked or processed. Food has been "thawed" when any portion is raised above zero degrees Centigrade (thirty-two degrees Fahrenheit).

Potentially hazardous frozen foods shall be thawed only:

1. In refrigeration units;
2. Under potable running water of sufficient velocity to flush loose food particles into the overflow drain;
3. In a microwave oven;
4. As part of the normal cooking process.

(Ord. 82-507 § 1 (part), 1982.)

7.08.070 - Health requirements.

- A. All employees preparing, serving, or handling food or utensils shall wear clean, washable outer garments or other clean uniforms and shall keep their hands clean at all times. All such employees shall wash their hands and arms with cleanser and warm water before commencing work immediately after using toilet facilities, and at other times as are necessary to prevent contamination of food. Legible signs shall be posted in each toilet room directing attention to this requirement. All such employees shall wear hairnets, caps, or other suitable coverings when reasonably required to confine all hair. Employees serving food shall use tongs or other implements, whenever practical, rather than their hands. No employee shall expectorate or use tobacco in any form in any area where food is prepared or stored or utensils are cleaned or stored. No employee shall commit any act which may result in contamination or adulteration of any food, food contact surface or utensil. The employer shall post and maintain "No Smoking" signs in food preparation, food storage, utensil cleaning and utensil storage area.
- B. When information as to the possibility of disease transmission is presented to the enforcement officer, he or she shall investigate conditions and take appropriate action. The health officer may, after investigation and for reasonable cause, require any or all of the following measures to be taken:
 - 1. The immediate exclusion of any employees from the affected food facility;
 - 2. The immediate closing of the food facility until, in the opinion of the health officer, no further danger of disease outbreak exists. Any appeal of the closure shall be made to the health officer of the jurisdiction or his designee;
 - 3. Medical examination of any employee, with such laboratory examination as may be indicated, or should such examination be refused, then the immediate exclusion of the refusing employee from that or any other food facility, until a medical or laboratory examination shows that the employee is not affected with a disease in a communicable form.

(Ord. 82-507 § 1 (part), 1982.)

7.08.080 - Utensils, equipment and maintenance standards.

- A. All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) Standards or be approved by the health officer. All equipment shall be installed and arranged to be readily cleanable and so that the surrounding area can be properly cleaned and maintained.
- B. All food facilities and all equipment, utensils and facilities shall be kept clean, fully operative and in good repair. Discarded or inoperative food equipment shall be removed from the premises and discarded in a lawful manner.
- C. All food establishments in which food is prepared or utensils are used shall have, in addition to a janitorial sink, at least a two-compartment metal sink with two integral metal drainboards. The sink compartments and drainboards shall be large enough to accommodate the largest utensil used. A one-compartment utensil sink which is in use on the effective date of these regulations may be continued in use until replaced, or until the health officer no longer approves such use.
- D. Handwashing of utensils using a three compartment metal sink with dual integral metal drainboards where the utensils are first scraped, washed by hot water and a cleanser until they are clean, then rinsed in clear, hot water before being immersed in a final warm sanitizing solution is acceptable.
- E. Manual sanitization shall be accomplished in the final sanitizing rinse by one of the following:
 - 1. Contact with a solution of one hundred parts per million available chlorine solution for thirty seconds;
 - 2. Contact with a solution of twenty-five parts per million available iodine for one minute;

3. Contact with a solution of two hundred parts per million quaternary ammonium for one minute;
 4. Contact with water of at least eighty degrees Centigrade (one hundred eighty degrees Fahrenheit) for thirty seconds;
 - a. In-place sanitizing shall be as in subdivisions 1, 2, 3 or 4 of this subsection,
 - b. Other methods may be used if approved by the department,
 - c. Testing equipment and materials shall be provided to adequately measure the applicable sanitization method.
- F. Machine washing of utensils in machines using a hot water or chemical sanitizing rinse shall conform to National Sanitation Foundation Standards, and shall be installed and operated in accordance with such standards, and such machines shall be of a type, and shall be installed and operated as approved by the department. The velocity, quantity, and distribution of the washwater, type and concentration of detergent used therein, and the time the utensils are exposed to the water, shall be such as to clean the utensils. The quantity and pressure of rinse water and the time of exposure shall be such as to provide bactericidal effectiveness equivalent to that provided by compliance with National Sanitation Foundation Standards, or that approved by the department. All new spray-type dishwashing machines designed for hot water sanitizing shall be equipped with a self-seating temperature and pressure test plug. The test plug shall be located immediately up-stream of the rinse manifold in a horizontal position and on the machine exterior. Other methods may be used if approved by the department.
- G. All utensil washing equipment, except undercounter dish machines, shall be provided with two integral metal drainboards of adequate size and construction. One such drainboard shall be attached at the point of entry for soiled items and one shall be attached at the point of exit for cleaned and sanitized items. Where an undercounter dish machine is used, there shall be two metal drainboards, one for soiled utensils and one for clean utensils, located adjacent to the machine. Such drainboards shall be sloped and drained to an approved waste receptor.
- H. All utensils, display cases, windows, counters, shelves, tables, refrigeration units, sinks, dishwashing machines, and display of food shall be made on nontoxic, noncorrosive materials, shall be constructed, installed, and maintained to be easily cleaned, and shall be kept clean and in good repair.
- I. Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-serving utensils shall be obtained only in sanitary containers or approved sanitary dispensers, shall be stored in a clean, dry place until used, handled in a sanitary manner, and used once only.
- J. Any food establishment constructed or extensively remodeled on or after the effective date of the ordinance codified in this chapter shall have at least a one compartment, nonporous janitorial sink, used exclusively for general cleaning purposes and for the disposal of mop bucket wastes and other liquid wastes. Hot and cold running water shall be provided through a mixing valve and protected with a backflow prevention device.
- K. A room or area separated from any food preparation or storage area or utensil washing and storage area shall be provided for the janitorial sink and for the storage of cleaning equipment and supplies such as mops, buckets, brooms, cleansers, and waxes. This room or area shall be ventilated to permit the mops and other equipment to dry and shall be kept clean at all times.
- L. On or after the effective date of this code hot and cold water shall be provided in areas approved for cleaning of solid waste containers and such areas shall be adequately drained to approved sewerage.

(Ord. 82-507 § 1 (part), 1982.)

7.08.090 - Construction standards.

- A. The water supply shall be from a water system approved by the health officer or as specified in the California Safe Drinking Water Act. Any hose used for conveying potable water shall be constructed of nontoxic materials, used for no other purpose, and shall be clearly labeled as to its use. It shall be stored and used so as to be kept free of contamination.
- B. Hot and cold water under pressure shall be provided through a mixing valve to each sink compartment in all food establishments constructed after the effective date of these regulations.

All plumbing and plumbing fixtures shall be installed in compliance with the Uniform Plumbing Code and maintained so as to prevent any contamination and shall be kept clean, fully operative, and in good repair. All liquid wastes shall be disposed of through the plumbing system which shall discharge into the public sewerage or into an approved private sewage disposal system.

- C. All steamtables, ice machines and bins, food preparation sinks, display cases and other similar equipment which discharge liquid waste shall have this waste conveyed by a closed system, such as by a tube or rigid pipe, to an approved sewer line and disposed therein by an indirect connection. Drainage from refrigeration units shall be conducted in a sanitary manner to a floor sink or other approved device by an indirect connection or to a properly installed and functioning evaporator. Indirect waste receptors shall be located to be readily accessible for inspection and cleaning. Dishwashing machines may be connected directly to the sewer immediately downstream from a floor drain or they may be drained through an approved indirect connection.
- D. Each food establishment providing on-site eating facilities constructed or extensively remodeled on or after the effective date of this code shall be provided with a minimum of two toilet rooms, one for each sex, for use by employees and patrons. For all other food establishments constructed or extensively remodeled on or after the effective date of this code there shall be provided at least one employee toilet room. Two or more food establishments in the same building may use common (public) toilet rooms, except that in no case shall toilet rooms be more than sixty meters (two hundred feet) from any of these food establishments. Toilet facilities which are provided for use by patrons shall be so situated that patrons do not pass through food preparation, food storage or utensil washing areas. Toilet rooms for employees shall be located within the food establishment. Where there are five or more employees of the opposite sex, separate toilets shall have lavatories and shall be provided for the persons of each sex. Toilet rooms shall be separated from other portions of the food establishment by well fitting, self-closing doors. Toilet tissue shall be provided in a permanently installed dispenser at each toilet. Every restaurant or itinerant restaurant where alcoholic beverages are sold or given away for consumption on the premises shall be provided with, for the use of the public, at least one urinal in the men's toilet room. Toilet rooms shall be vented to the outside air by means of an operable, screened window, an air shaft or a light-switch activated exhaust fan, consistent with the requirements of the Uniform Building Code. On all new construction, toilet rooms shall be equipped with mechanical exhaust ventilation which provides a minimum of five air changes per hour.
- E. Handwashing facilities shall be provided within or adjacent to toilet rooms and shall be equipped with an adequate supply of hot and cold running water under pressure. Facilities constructed after the effective date of the ordinance codified in this chapter shall have such water provided from a combination faucet, or water from a premixing faucet which supplies warm water for a minimum of ten seconds while both hands are free for washing. The number of handwashing facilities required shall be in accordance with the Uniform Building Code and Uniform Plumbing Code. Handwashing cleanser and single use sanitary towels or hot-air blowers shall be provided in permanently installed dispensers. Food establishments constructed or extensively remodeled on or after the effective date of this code shall provide facilities exclusively for handwashing within or adjacent to each kitchen.
- F. A dressing room, separated from toilets, food storage and food preparation areas, shall be provided where employees may change and store clothes. No employee shall store clothing or personal effects in any other area on the premises. Where there are a minimum of four employees on any shift, lockers or wardrobe closets will be accepted in lieu of the dressing room requirement. Individual toilet room vestibules may be used as dressing rooms provided the toilets are not available to the public. Offices, hallways or common vestibules shall not be used as dressing rooms. Dressing room

and enclosure wall surface shall be finished smooth, durable and washable. Dressing rooms shall be well lighted, adequately ventilated and maintained clean and in good repair.

- G. All areas shall have sufficient ventilation to remove gases, odors, steam, heat, grease, vapors, or smoke. At or above all cooking equipment there shall be provided mechanical exhaust ventilation equipment as required in the Uniform Mechanical Code. The exhaust equipment shall be operated whenever the cooking equipment is in use. The provisions of this section shall not apply to cooking equipment when such equipment has been submitted to the department for evaluation, and it has found that the equipment does not produce toxic gases, smoke, grease, vapors, and heat when operated under conditions recommended by the manufacturer. There shall be a minimum of thirty-minute air change in the kitchen and dishwashing areas (two changes per hour).
- H. The floor surfaces in all areas in which food is prepared, packaged or stored, where any utensil is washed or refuse or garbage is stored, where janitorial facilities are located, dressing rooms, and in all toilet and handwashing areas, shall be smooth concrete with sealer, fire clay tile, ceramic tile, terrazzo, solid sheet or vinyl or similar impervious, durable material. Such floor surfaces shall extend upward into the wall at least five and one-half inches with a cove having a radius of at least five-eighths inch. The vertical surface of all masonry islands shall be provided with a cove having a radius of at least three-eighths inch except in areas where food is stored only in unopened bottles, cans, cartons, sacks or other original shipping containers.

Upon new construction or extensive remodeling on or after the effective date of the ordinance codified in this chapter, floor drains shall be installed as follows:

1. In floors that are water-flushed for cleaning;
2. Floors that receive discharges of water or other fluid waste from equipment;
3. In areas where pressure spray methods for cleaning equipment are used;
4. In floor areas immediately adjacent to doors serving walk-in refrigerators.

Except for dining and serving areas, the use of sawdust, wood shavings, peanut hulls or similar materials is prohibited.

This section shall not prohibit the use of approved dust-arresting floor sweeping and cleaning compounds during floor cleaning operations or the use of approved antislip floor materials in areas where necessary for safety reasons.

- I. The walls and ceilings in rooms, or portions thereof, where food or drink is prepared, packaged, handled or stored, and in areas where dishes and utensils are washed, and of toilet rooms, vestibules and dressing rooms shall be of smooth fire clay tile, ceramic tile, plaster, stainless steel or other approved materials which is smooth, durable, nonabsorbent, washable and light in color. Conduits of all types shall be installed within walls as practicable; when otherwise installed they shall be mounted or enclosed so as to facilitate cleaning.
- J. Adequate and suitable space shall be provided for the storage of clean linens, including apparel, towels and cleaning cloths.
- K. In every room and area in which any food is prepared, manufactured, processed, or packaged or in which utensils are washed, sufficient natural or artificial lighting shall be provided to produce an intensity of not less than two hundred fifteen lux (two hundred foot-candles) as measured seventy-six centimeters (thirty inches) above the floor, except that the working surfaces on which alcoholic beverages are prepared or where utensils used in the preparation or serving of alcoholic beverages are cleaned shall be provided with at least one hundred eighty lux (ten foot-candles) of light. Light fixtures in areas where food is prepared or where open food is stored or where utensils are cleaned shall be of shatterproof construction or shall be protected with shatterproof shields and shall be readily cleanable.

During general cleanup activities, at least two hundred fifteen lux (twenty foot-candles) of light, measured seventy-six centimeters (thirty inches) above the floor, shall be provided in the area being cleaned, including, but not limited to, areas where alcoholic beverages are prepared or served.

- L. When, in the judgment of the department or other administrative authority, waste pretreatment is required, a grease interceptor shall be installed in a manner approved by the health officer.

Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning and removal of intercepted grease. A grease interceptor may not be installed in any part of the building where food is prepared or handled. Proper location of the grease interceptor shall meet the Uniform Plumbing Code and the approval of the department. Waste discharge from toilets, urinals and other fixtures containing fecal material shall not flow through the interceptor.

The interceptors shall be maintained in efficient operating condition by periodic removal of all accumulated grease. No such collected grease shall be introduced into any drainage piping or public or private sewer.

Abandoned grease interceptors shall be emptied, removed or filled as required for abandoned septic tanks in Section 1119 of the Uniform Plumbing Code.

- M. No sleeping accommodation shall be maintained or kept in any room where food is prepared, stored, or sold. All living and sleeping quarters shall be separated from the food establishment. No door or other opening shall be permitted in the partition which separates the food establishment from the living or sleeping quarters.
- N. The department shall adopt and approve first aid instructions designed and intended for use in removing food which may become stuck in a person's throat. Such instructions shall be limited to first aid techniques not involving the use of any physical instrument or device inserted into the victim's mouth or throat.

The department shall supply to the proprietor of every on-site eating establishment such adopted and approved instructions. The proprietor shall post the instructions in a conspicuous place or places, which may include an employee notice board, in order that the instructions may be consulted by anyone attempting to provide relief to a victim in a choking emergency.

(Ord. 82-507 § 1 (part), 1982.)

7.08.100 - Miscellaneous.

- A. No insecticide, rodenticide, or other poisonous substance shall be stored in any food preparation area except in a separate cabinet provided for that purpose. All poisonous substances, detergents, bleaches, cleaning compounds, or similar materials shall be specifically and plainly labeled as to contents and hazardous use and shall be stored only in their original, labeled container. No such product shall be used or stored in a manner as to cause contamination or adulteration of food, food contact surfaces or utensils.
- B. All food facilities shall at all times be so constructed, equipped, maintained and operated as to prevent the entrance and harborage of animals, birds and vermin, including, but not limited to, rodents and insects. Food services passing through opening shall not exceed four hundred thirty-two square inches (three square feet) and shall be equipped with an effective fly exclusion device. Openings shall remain closed when not in use.
- C. Each food facility shall be provided with such facilities and equipment as necessary to store or dispose of all waste material. All food waste and rubbish containing food waste shall be kept in leakproof and rodentproof containers covered with close-fitting lids, except that containers kept inside establishments need not be covered during periods of use. All food waste and rubbish shall be removed and disposed of in a sanitary manner as frequently as may be necessary to prevent the creation of a nuisance. Putrescible waste, when stored in waste receptacles commonly known as bins or dumpsters, shall first be placed in heavy duty plastic bags and then sealed. Waste receptacles shall be cleaned as often as necessary to prevent the harboring of flies, odors, or the creation of a public nuisance. The owner, manager or operator shall maintain the refuse storage area in a clean and sanitary manner at all times. The premises of all food facilities shall be kept clean and free of litter, rubbish and vermin.

- D. No live animal, bird, or fowl shall be kept or allowed in any food facility. This section shall not apply to dogs being used by the blind, signal dogs, for such dogs in training under proper supervision, or to dogs under the control of uniformed law enforcement officers or of uniformed employees of a private patrol service who are licensed pursuant to Chapter 11 (commencing with Section 7500), Division 3 of the Business and Professions Code, while such employees are acting within the course and scope of their employment as private patrolmen. All such dogs shall be excluded from food preparation and utensil wash areas. Aquariums and aviaries shall be allowed for decorative purposes if enclosed so as not to create a public health problem.

(Ord. 82-507 § 1 (part), 1982.)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Agricultural Commissioner

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nathan D. Reade, Agricultural
Commissioner

SUBJECT 2019 Crop and Livestock Report

AGENDA DESCRIPTION:

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

Presentation by Nathan Reade regarding 2019 Mono County Crop and Livestock Report.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Presentation
<input type="checkbox"/> 2018 Crop Report

History

Time	Who	Approval
6/12/2019 7:36 AM	County Administrative Office	Yes
6/10/2019 5:14 PM	County Counsel	Yes

6/10/2019 11:11 AM

Finance

Yes



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Date: June 18, 2019

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: 2018 Crop and Livestock Report

Recommended Action:
None, informational only.

Fiscal Impact:
None.

Discussion:
One of the most important mandates of the County Agricultural Commissioner's Office is to gather data about the gross production and value of the county's agricultural industry. This data is used for analysis and it also combined at the state and national levels to provide aggregate information on the health of our agriculture industry. This short workshop will present the figures from the 2018 growing season and allow board members to ask questions and provide discussion on this topic. A copy of the presentation including the Mono County figures is included with this item.



2018 CROP AND LIVESTOCK REPORT

COUNTIES OF INYO AND MONO AGRICULTURAL COMMISSIONER'S OFFICE

BOARD OF SUPERVISORS PRESENTATION

MONO COUNTY

JUNE 18, 2019



COUNTIES OF INYO AND MONO

AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAINMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

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California Department of Food and Agriculture

Teresa Marks, Acting Director
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Bob Gardner

Fred Stump

I am pleased to present the 2018 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. These values reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2018 totaled \$53,846,000, representing an increase of more than 7% from 2017 production values. It is important to note that despite overall increases over two consecutive years, our local industry still has a long way to go to recover from losses incurred in the extended 2011-2016 drought.

The two most significant commodity groups for both counties continue to be livestock and livestock products, and field crops. Both of these commodity groups maintained increases in 2018. In Inyo County, the increases in these two commodity groups coupled with an increase in the nursery products group led to an overall 13% growth in production value. Total production in Inyo was valued at \$21,499,000. Mono County saw increases in every reporting commodity group except for nursery products, which remained static. Mono County's overall increase was 4%, bringing total production value to \$32,347,000.

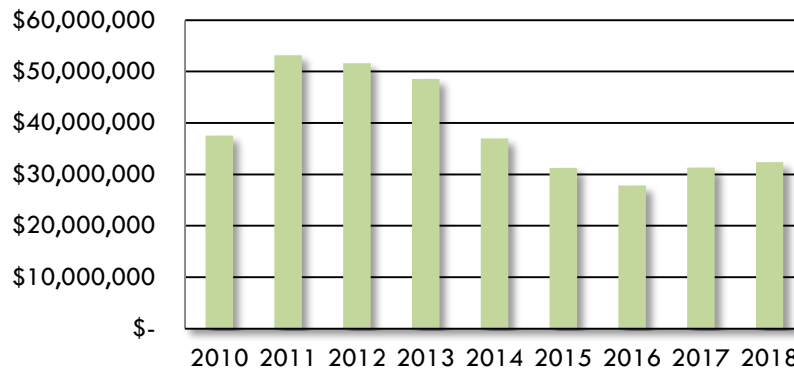
I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade
Agricultural Commissioner

- Combined production = \$53,846,000
 - Inyo: ▲ 13% (\$21,499,000)
 - Mono: ▲ 4% (\$32,347,000)
- Producers still have a long way to go to recover cumulative drought losses (2011 = +\$79,000,000)
- The two largest contributors to total value had increases
 - Field Crops
 - Livestock and Livestock Products

Mono County Ag Production



Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDEA CalCannabis to regulate local cannabis businesses.



2018

Mono County Crop and Livestock Statistics

Mono County General Information

County Seat:	Bridgeport
County Population:	14,202 (2010 census)
Land Area:	3,044 sq. miles
Population Density:	4.67 person per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

Unincorporated Area

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topop
Coleville	Tom's Place
Hammill Valley	Walker

Incorporated Cities

Mammoth Lakes

Average Climate

	High	Low
Bridgeport:	81°	8°
Hammill Valley:	98°	22°

Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total		
Cattle & Calves	2018	Head	9,180	\$1,182	\$10,851,000		
	2017		8,830	\$1,130	\$9,978,000	▲ 9%	
Sheep & Lambs*	2018	Head	16,370	\$158	\$2,586,000		
	2017		16,705	\$187	\$3,124,000	▼ 17%	
Wool	2018	Lbs	76,800	\$2.82	\$217,000		
	2017		98,306	\$2.17	\$213,300	▲ 16%	
Miscellaneous**	2018				\$2,290,000		
	2017				\$2,440,000	▼ 6%	
Total Value					2018	\$15,944,000	
					2017	\$15,755,000	▲ 1%

*Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

Field Crops

	Year	Unit	Production	Value per Unit	Total		
Alfalfa Hay	2018	Ton	58,100	\$198	\$11,504,000		
	2017		56,100	\$170	\$9,537,000	▲ 21%	
Pasture, Irrigated	2018	Acre	20,500	\$70	\$1,435,000		
	2017		26,000	\$70	\$1,820,000	▼ 21%	
Pasture, Rangeland	2018	Acre	1,078,000	\$1.39	\$1,498,000		
	2017		1,072,000	\$1.36	\$1,458,000	▲ 3%	
Miscellaneous*	2018	-	1,532	-	\$1,798,000		
	2017		1,473**	-	\$2,565,000	▼ 30%	
Total Value					2018	\$16,235,000	
					2017	\$15,380,000	▲ 6%

*Includes garlic, grain hay, sudangrass, and other hay.

**Corrected.

Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
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	2017		1,473	-	\$2,565,000	
Total Value				2018	\$16,235,000	▲ 6%
				2017	\$15,380,000	

Forest Products

	Year	Total	
Timber and Firewood	2018	\$86,300	▲ 23%
	2017	\$70,100	
Total Value	2018	\$86,300	▲ 23%
	2017	\$70,100	

Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2018	Acres	17	-	\$61,200	▲ 39%
	2017		18	-	\$44,200	
Total Value	2018				\$61,200	▲ 39%
	2017				\$44,200	

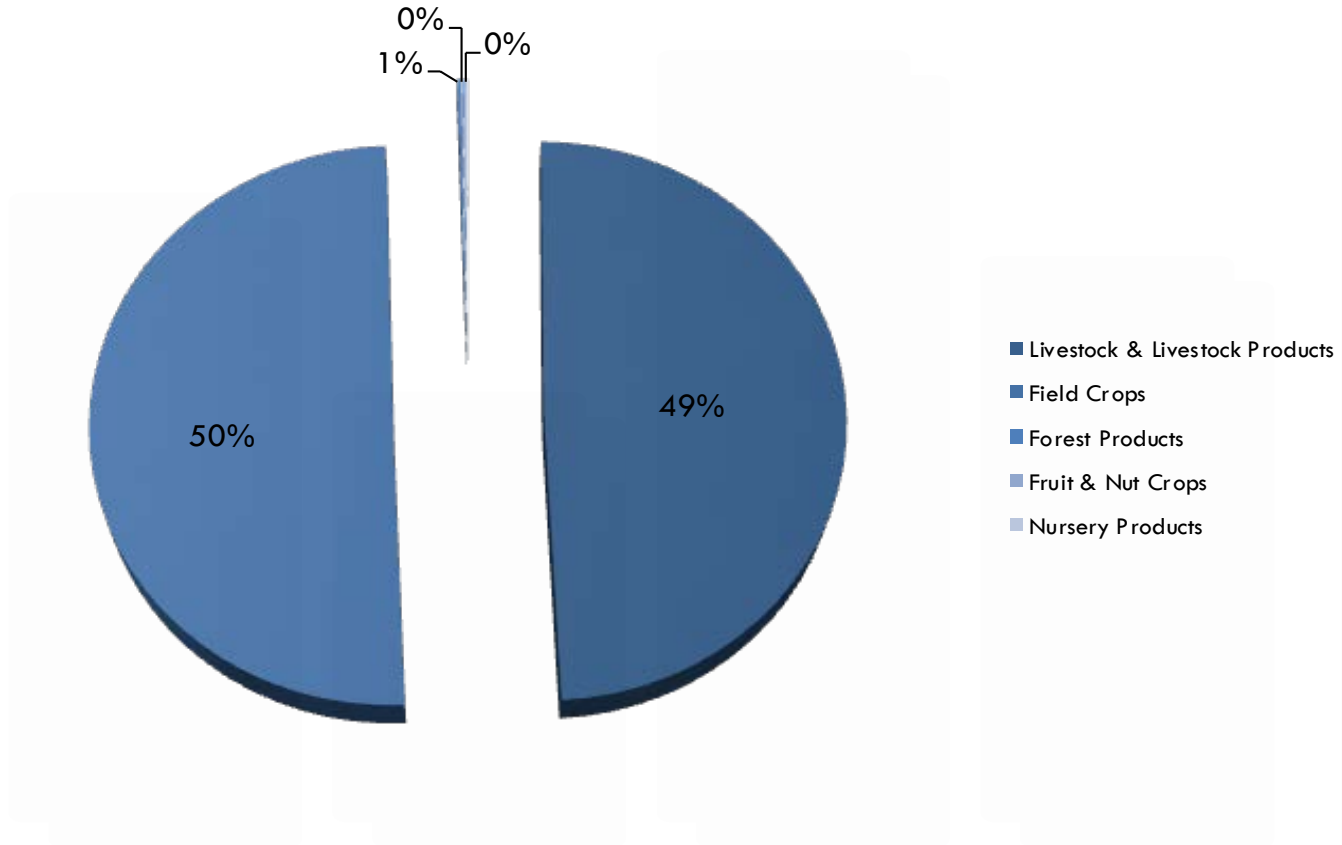
Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2018	Acre	1	-	\$20,000	= 0%
	2017		1	-	\$20,000	
Total Value	2018				\$20,000	= 0%
	2017				\$20,000	

Mono County Totals

	Year	Total	
Livestock & Livestock Products	2018	\$15,944,000	▲ 1%
	2017	\$15,755,000	
Field Crops	2018	\$16,235,000	▲ 6%
	2017	\$15,380,000	
Forest Products	2018	\$86,300	▲ 23%
	2017	\$70,100	
Fruit & Nut Crops	2018	\$61,200	▲ 39%
	2017	\$44,200	
Nursery Products	2018	\$20,000	= 0%
	2017	\$20,000	
Total Value	2018	\$32,347,000	▲ 4%
	2017	\$31,269,000	

Mono County Agricultural Production



Any Questions?

BOARD OF SUPERVISORS PRESENTATION
MONO COUNTY
JUNE 18, 2019

2018

INYO AND MONO COUNTIES CROP AND LIVESTOCK REPORT



Counties of Inyo and Mono Agricultural Commissioner's Office 2018 Crop and Livestock Report

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Ryan Cappello Alan Dominguez

Chris Leeson Gabriel Mesquitez

Carl Olsen Aaron Parker





COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
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- Sustainable Agriculture

Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.



2018

Inyo County Crop and Livestock Statistics

Inyo County General Information

County Seat:	Independence	<u>Average Climate</u>	
County Population:	18,546 (2010 census)	High	Low
Land Area:	10,142 sq. miles	Bishop:	98° 22°
Population Density:	1.83 persons per sq. mile	Death Valley:	115° 37°
Highest Elevation:	14,505 ft. (Mount Whitney)		
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)		

Unincorporated Areas

Big Pine	Olancha
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

Land Ownership

Federal:	92.0%
City of Los Angeles:	3.9%
State of California:	2.4%
Private:	1.7%

Incorporated Cities

Bishop



LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2018	Head	8,550	\$1,182	\$10,106,000	▲ 7%
	2017		8,230	\$1,130	\$9,300,000	
Sheep & Lambs*	2018	Head	4,410	\$158	\$697,000	▼ 16%
	2017		4,415	\$187	\$825,400	
Eggs	2018	Dozen	3,250	\$4.75	\$15,400	▼ 14%
	2017		3,765	\$4.75	\$17,900	
Wool	2018	Lbs	37,000	\$2.82	\$104,000	▲ 112%
	2017		22,700	\$2.17	\$49,200	
Miscellaneous**	2018				\$347,000	▲ 139%
	2017				\$145,000	
Total Value				2018	\$11,269,000	▲ 9%
				2017	\$10,338,000	

* Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2018	Ton	16,200	\$206	\$3,337,000	▲ 16%
	2017		15,184	\$190	\$2,885,000	
Pasture, Irrigated	2018	Acre	14,000	\$66	\$924,000	▼ 6%
	2017		14,000	\$70	\$980,000	
Pasture, Rangeland	2018	Acre	1,150,000	\$1.08	\$1,242,000	▼ 2%
	2017		1,150,000	\$1.10	\$1,265,000	
Miscellaneous*	2018	-	842	-	\$1,744,000	▲ 3%
	2017		625	-	\$1,696,000	
Total Value				2018	\$7,247,000	▲ 6%
				2017	\$6,826,000	

*Includes garlic, grain hay, sudangrass, and other hay

NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2018	Acre	181	-	\$2,582,000	▲ 18%
	2017		139	-	\$1,185,000	
			Total Value	2018	\$2,582,000	▲ 18%
				2017	\$1,185,000	

*Includes palms, turf, and miscellaneous plants.

FRUIT & NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2018	Acres	32	-	\$203,000	▼ 43%
	2017		35	-	\$358,200	
			Total Value	2018	\$203,000	▼ 43%
				2017	\$358,200	

* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

APIARY PRODUCTION

	Year	Unit	Production	Value per Unit	Total	
Honey	2018	Lb	56,100	\$3.00	\$168,000	▼ 24%
	2017		88,400	\$2.49	\$219,800	
Miscellaneous*	2018	-	-	-	\$5,400	= 0%
	2017		-	-	\$5,400	
			Total Value	2018	\$173,000	▼ 23%
				2017	\$225,000	

* Includes beeswax and pollen.

VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2018	Acres	3	-	\$25,000	▼ 1%
	2017		3	-	\$25,200	
			Total Value	2018	\$25,000	▼ 1%
				2017	\$25,200	

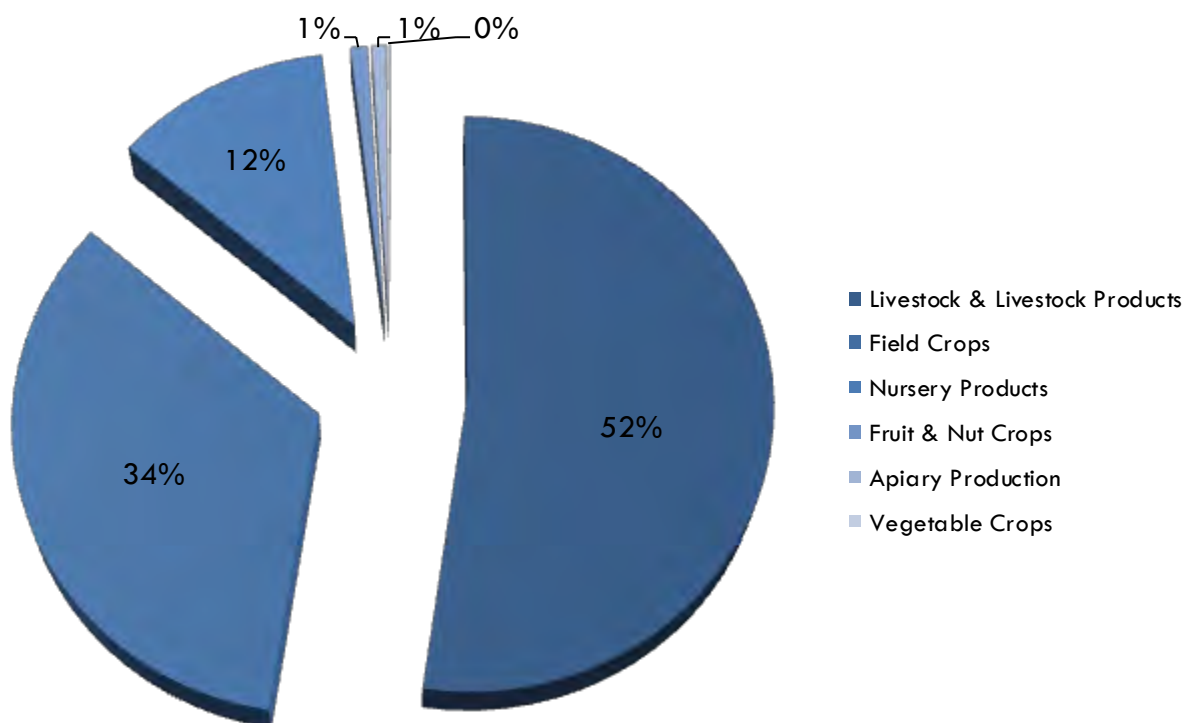
* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.



INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2018	\$11,269,000	▲ 9%
	2017	\$10,338,000	
Field Crops	2018	\$7,247,000	▲ 6%
	2017	\$6,826,000	
Nursery Products	2018	\$2,582,000	▲ 18%
	2017	\$1,185,000	
Fruit & Nut Crops	2018	\$203,000	▼ 43%
	2017	\$358,200	
Apiary Production	2018	\$173,000	▼ 23%
	2017	\$225,200	
Vegetable Crops	2018	\$25,000	▼ 1%
	2017	\$25,200	
Total Value	2018	\$21,499,000	▲ 13%
	2017	\$18,958,000	

INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



2018

Mono County Crop and Livestock Statistics

Mono County General Information

County Seat:	Bridgeport
County Population:	14,202 (2010 census)
Land Area:	3,044 sq. miles
Population Density:	4.67 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

Incorporated Cities

Mammoth Lakes

Average Climate

	High	Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2018	Head	9,180	\$1,182	\$10,851,000	▲ 9%
	2017		8,830	\$1,130	\$9,978,000	
Sheep & Lambs*	2018	Head	16,370	\$158	\$2,586,000	▼ 17%
	2017		16,705	\$187	\$3,124,000	
Wool	2018	Lbs	76,800	\$2.82	\$217,000	▲ 16%
	2017		98,306	\$2.17	\$213,300	
Miscellaneous**	2018				\$2,290,000	▼ 6%
	2017				\$2,440,000	
Total Value				2018	\$15,944,000	▲ 1%
				2017	\$15,755,000	

*Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2018	Ton	58,100	\$198	\$11,504,000	▲ 21%
	2017		56,100	\$170	\$9,537,000	
Pasture, Irrigated	2018	Acre	20,500	\$70	\$1,435,000	▼ 21%
	2017		26,000	\$70	\$1,820,000	
Pasture, Rangeland	2018	Acre	1,078,000	\$1.39	\$1,498,000	▲ 3%
	2017		1,072,000	\$1.36	\$1,458,000	
Miscellaneous*	2018	-	1,532	-	\$1,798,000	▼ 30%
	2017		1,473**	-	\$2,565,000	
Total Value				2018	\$16,235,000	▲ 6%
				2017	\$15,380,000	

*Includes garlic, grain hay, sudangrass, and other hay

**Corrected

Forest Products

	Year	Total	
Timber and Firewood	2018	\$86,300	▲ 23%
	2017	\$70,100	
Total Value	2018	\$86,300	▲ 23%
	2017	\$70,100	

Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2018	Acres	17	-	\$61,200	▲ 39%
	2017		18	-	\$44,200	
Total Value	2018				\$61,200	▲ 39%
	2017				\$44,200	

* Includes grapes (wine), pome fruit, and stone fruit.

Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2018	Acre	1	-	\$20,000	= 0%
	2017		1	-	\$20,000	
Total Value	2018				\$20,000	= 0%
	2017				\$20,000	

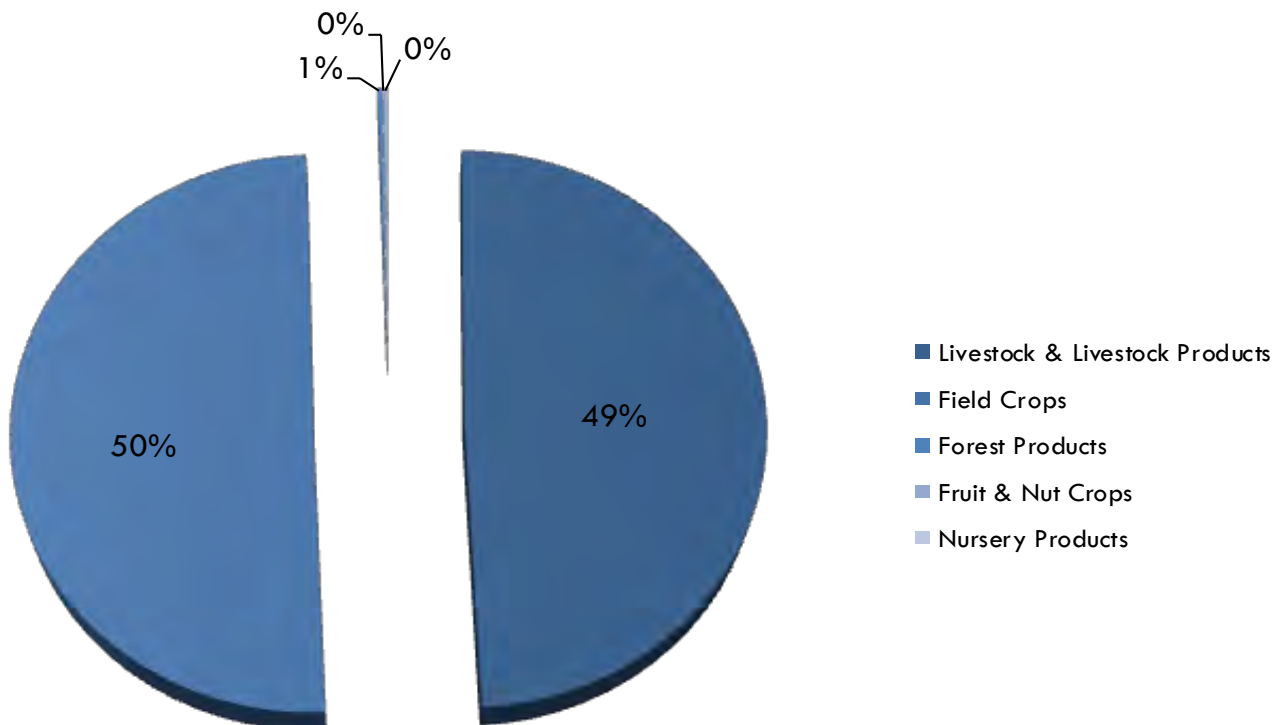
* Includes various ornamental plants



Mono County Totals

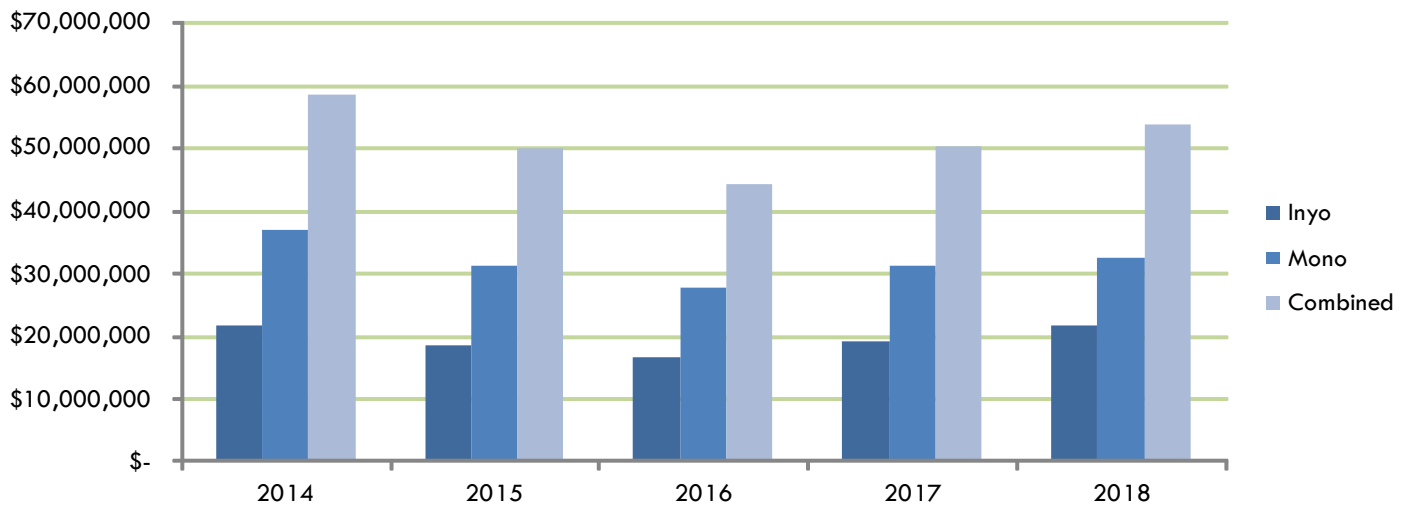
	Year	Total	
Livestock & Livestock Products	2018	\$15,944,000	▲ 1%
	2017	\$15,755,000	
Field Crops	2018	\$16,235,000	▲ 6%
	2017	\$15,380,000	
Forest Products	2018	\$86,300	▲ 23%
	2017	\$70,100	
Fruit & Nut Crops	2018	\$61,200	▲ 39%
	2017	\$44,200	
Nursery Products	2018	\$20,000	= 0%
	2017	\$20,000	
Total Value	2018	\$32,347,000	▲ 4%
	2017	\$31,269,000	

Mono County Agricultural Production

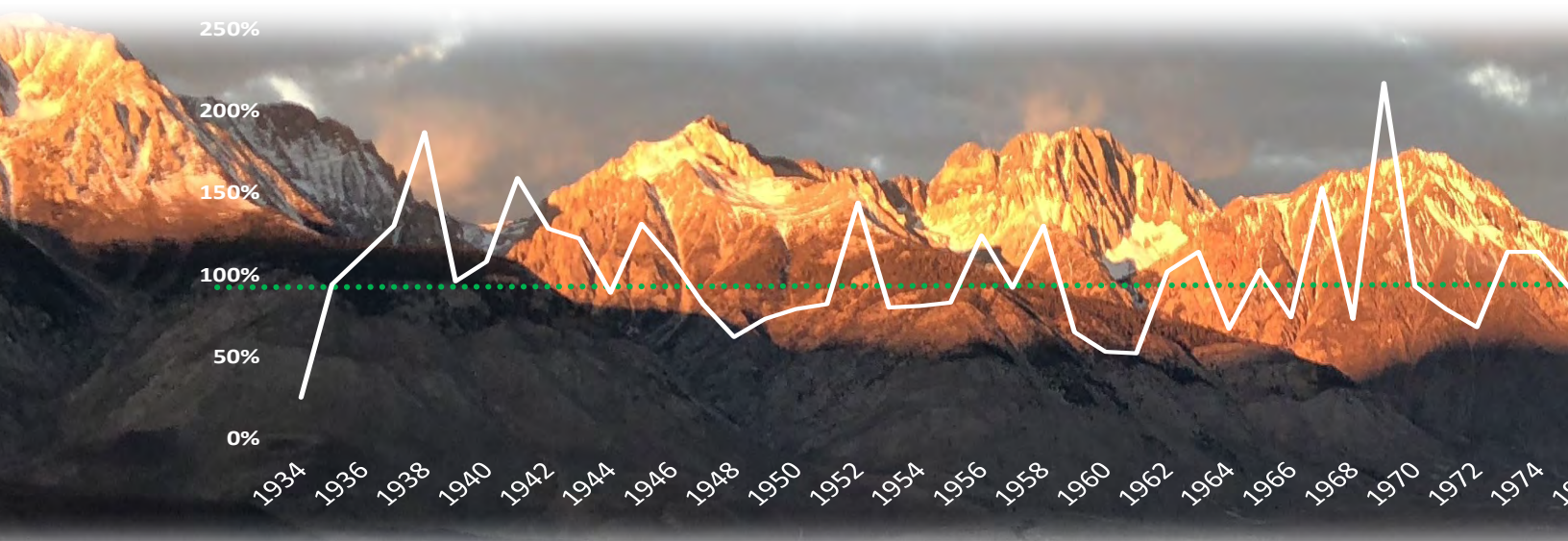


FIVE YEAR COMPARISON

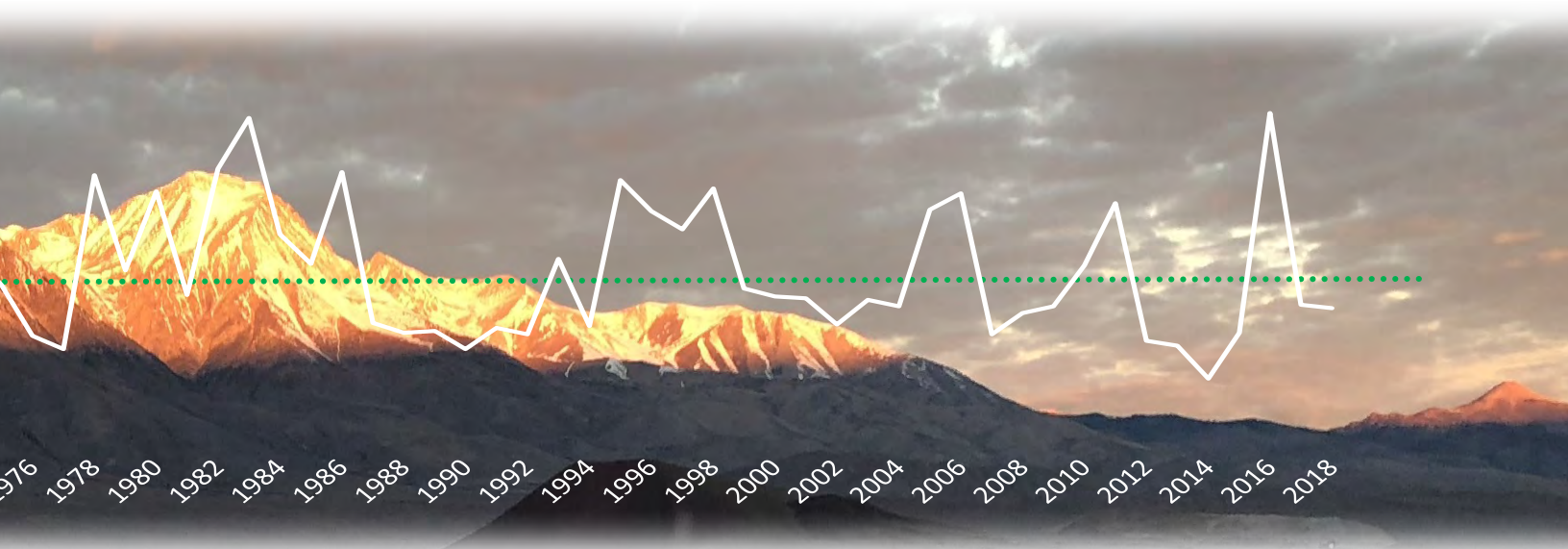
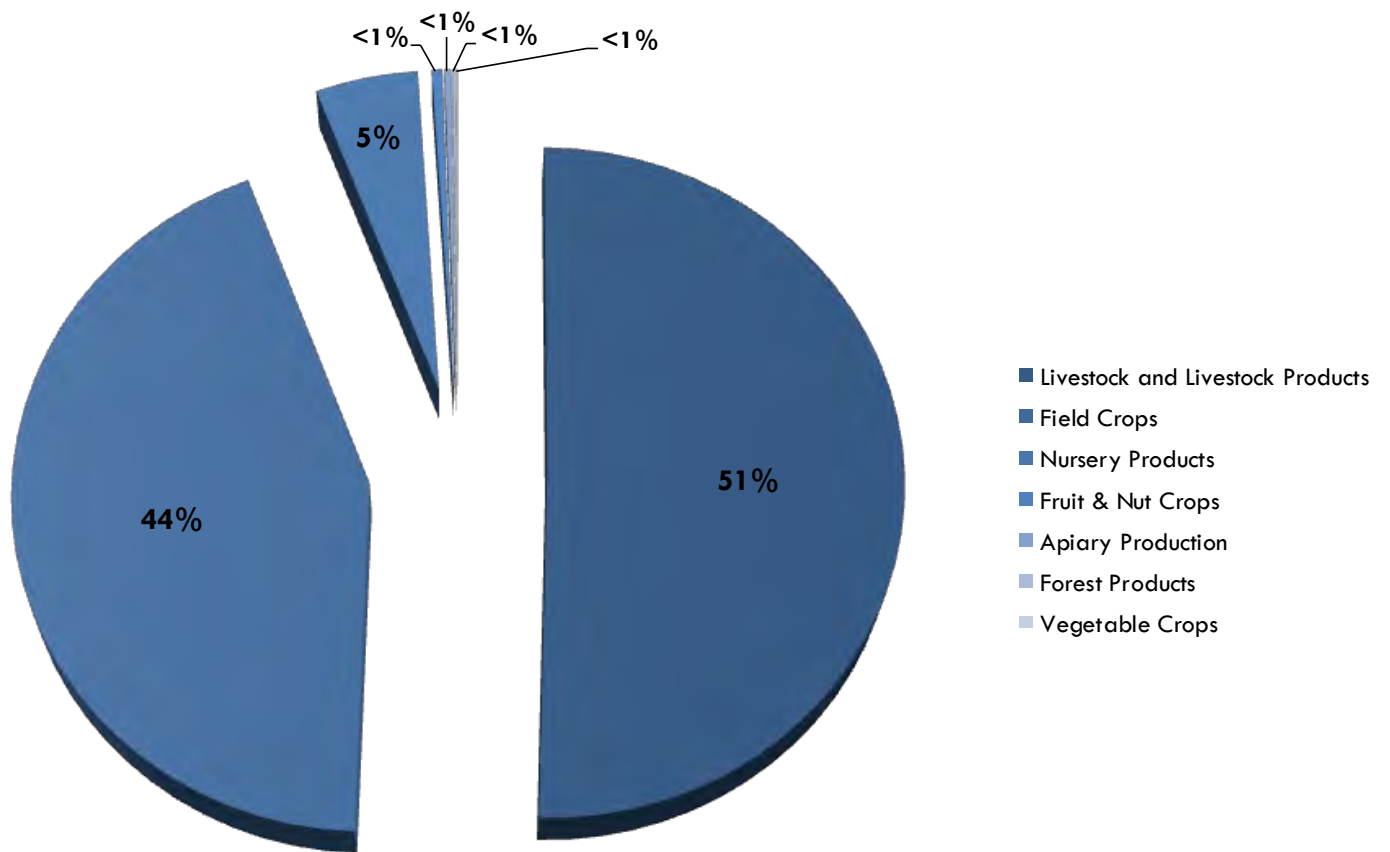
	2014	2015	2016	2017	2018
Inyo County Totals	\$21,659,000	\$18,511,000	\$16,368,000	\$18,958,000	\$21,499,000
Mono County Totals	\$36,947,000	\$31,242,000	\$27,787,000	\$31,269,000	\$32,347,000
Combined Totals	\$58,606,000	\$49,753,000	\$44,155,000	\$50,227,000	\$53,846,000



EASTERN SIERRA RUNOFF CHART



Combined Agricultural Production



DIRECT MARKETING

Commodities Grown by Certified Producers

Basil, chives, cilantro, dill, epazote, parsley, rosemary, sage, savory, tarragon, thyme, lemon balm, lavender, lovage, oregano, mint, spinach, watercress, corn, eggplant, tomato, squash, cucumber, peppers, green onions, potatoes, pumpkins, okra, onions, beets, fennel, garlic, artichoke, carrots, radishes, leek, lettuce, broccoli, kale, kohlrabi, chard, bok choy, cabbage, collard, parsnips, shallots, turnip, grapes, apples, peaches, pears, pecans, nectarines, apricots, cherries, plums, pomegranates, pluots, rhubarb, figs, watermelons, cantaloupes, honeydew, raspberries, blackberries, elderberries, currants, peas, sweet peas, various bean varieties, almonds, pistachios, walnuts, cut flowers, and eggs.

SUSTAINABLE AGRICULTURE AND OUTREACH

Invasive Plant Targets

<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Gross Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	3 sites	250
Yellow Starthistle	Mechanical/Herbicide	3 sites	12
Russian Knapweed	Herbicide	3 sites	100
Canada Thistle	Herbicide	2 sites	20
Spotted Knapweed	Herbicide	2 sites	3
Halogeton	Mechanical	5 sites	4,400
Scotch Thistle	Herbicide	8 sites	1,311
Camelthorn	Herbicide	1 site	40
Saltcedar	Herbicide	2 sites	85
Perennial Pepperweed	Herbicide	53 sites	12,000

Outreach Program

During 2018, the Inyo/Mono Counties' Agriculture Department conducted:

- 2 SpraySafe events in Inyo and Mono Counties with over 100 professional card holders and private applicators attending, to meet California state continuing education requirements;
- 6 educational workshops for local groups;

The Department's inspection surveillance area, which encompasses over 10,000 square miles, provided outreach from northern Mono County, including several California and Nevada field crop growers located in the Antelope Valley area, to the southern tip of Inyo County, including a large commercial turf grass farm in the Sandy Valley, near Las Vegas, Nevada. The Inyo/Mono Agricultural Commissioner's office is tasked with the surveillance of 50% of the California/Nevada border for pests that could endanger the agricultural industry of California.

WEIGHTS & MEASURES

Device Inspection Program

We are responsible for inspection, certification, or condemnation of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. Of the 1,200+ devices inspected, six Notices of Violation were issued. Two consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also oversee all commercial advertisements of such products including price signs and labeling. While conducting these inspections, staff will also check for credit card skimming devices. Several such devices were discovered and removed in 2018.

Package Inspections

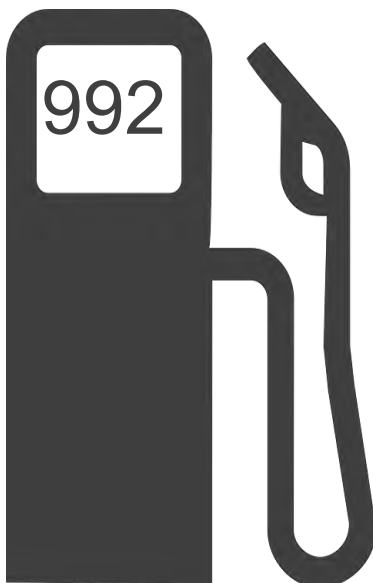
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

Weighmaster Enforcement

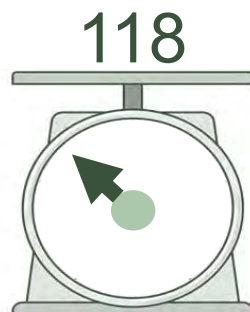
Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

Device Repairman Regulation

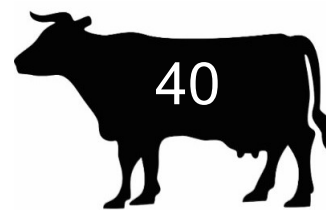
Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Retail Fuel Meters



Counter and Computing Scales



Livestock Scales



Vehicle Scales



Aggregate Scales



MOSQUITO ABATEMENT

What is the mosquito control program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancha to Round Valley and in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitos are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitos to further gauge population density.

Biocontrol

Mosquito Fish - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

Larviciding - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

Adulticiding

When larvaciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.





The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 139 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provided for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the marketplace (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmer's good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

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): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. 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: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Board of Supervisors

TIME REQUIRED 1 hour

SUBJECT Lundy Hydroelectric Project - Water Management Issues

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A member of the public notified the Board of Supervisors by email on May 31, 2019, and during public comment on June 4th, that changes to water releases from Southern California Edison's (SCE) Lundy hydroelectric plant, specifically the redirection of water exiting the plant into Mill Creek, resulted in the dewatering of Wilson Creek during early May. The Board requested that the matter be agendized for further discussion and possible action.

RECOMMENDED ACTION:

No recommendation from staff.

People for Mono Basin Preservation (PMBP) requests that Mono County initiate legal action to prevent water exiting the Lundy hydroelectric plant from being returned to Mill Creek until such time as the State Water Resources Control Board, or the court, addresses public trust impacts resulting from the diminishment of water supplied to Wilson Creek.

FISCAL IMPACT:

None at this time.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>

History

Time	Who	Approval
6/12/2019 7:42 AM	County Administrative Office	Yes
6/12/2019 6:10 PM	County Counsel	Yes
6/11/2019 3:02 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2019

Departments: Community Development, Social Services, IMACA

TIME REQUIRED 30 minutes (10 minute presentation, 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** W Sugimura, L Emerson, K Peterson

SUBJECT Transitional Housing Proposal

AGENDA DESCRIPTION:

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

There is a demonstrated need for Transitional Housing in Mono County. Currently there are no available beds in the County for people that are homeless but that can be assisted and placed in appropriate housing. The last point-in-time count of persons experiencing homelessness on January 24, 2019, indicates that only one person was sheltered and 68 were unsheltered. Homeless service providers in the Eastern Sierra receive frequent requests for this type of housing because it takes a significant amount of time to place participants. The Eastern Sierra Continuum of Care has identified the county-owned Birch Creek Condominium located at 40 Willow Avenue, #5, June Lake, CA as a potential site for transitional housing. If approved, the condominium would be a resource for Eastern Sierra Continuum of Care (CoC) service providers and assist individuals or families experiencing or at imminent risk of homelessness transition to permanent housing.

RECOMMENDED ACTION:

Direct County staff to move forward a proposal by Inyo Mono Advocates for Community Action ("IMACA") to purchase a County owned condo located at 40 Willow Avenue, Birch Creek #5, June Lake, CA 93529 for use as transitional housing.

FISCAL IMPACT:

There is no fiscal impact related to this item. If a sale is to occur, the terms will be brought forward at a future date.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 760/924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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staff report
Transitional Housing Proposal

History

Time	Who	Approval
6/12/2019 7:43 AM	County Administrative Office	Yes
6/10/2019 4:58 PM	County Counsel	Yes
6/11/2019 3:13 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

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To: Mono County Board of Supervisors
From: Kathy Peterson, Social Services Director *KP*
Date: June 1, 2019
Re: Transitional Housing Project Proposal

Recommended Action:

Direct County staff to move forward a proposal by Inyo Mono Advocates for Community Action ("IMACA") to purchase a County owned condo located at 40 Willow Avenue, Birch Creek #5, June Lake, CA 93529 for use as transitional housing.

Fiscal Impact:

There is no fiscal impact related to this item. If a sale is to occur, the terms will be brought forward at a future date.

Discussion:

Currently, there is no transitional housing available in Mono County. Transitional housing is designed to provide individuals and families that are homeless or at imminent risk of homelessness with the interim stability and support to successfully obtain and maintain permanent housing. This type of supportive transitional housing is short-term, typically less than 24 months.

Transitional housing is not the same as an emergency homeless shelter. Rather, it serves as an intermediate step between emergency crisis shelter and permanent housing. It is more service-intensive and private than emergency shelters, yet remains time-limited. It is meant to provide a safe, supportive environment where residents can begin to address the issues that led to homelessness or kept them homeless.

The following are examples of transitional housing needed by individuals and families:

- Participants of the Housing Disability Income Advocacy Program, which assists disabled individuals who are experiencing homelessness with the process of applying for disability benefits and provides interim housing assistance until such benefits are secured.

- Those assisted through the Victim Witness program, where transitional housing provides a safe, supportive environment where residents can overcome trauma, and begin to rebuild their support network.

The Eastern Sierra Continuum of Care (CoC) is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding and implement strategies to assist people experiencing homelessness. The CoC identified as a *potential* site for transitional housing the County-owned two-bedroom Birch Creek Condominium located at 40 Willow Avenue, Birch Creek #5, June Lake, CA. At the Board's direction, the County has been pursuing a deed restricted sale of the Birch Creek Unit for low income housing. The Birch Creek Unit was originally acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map. As such, it should remain as a community housing resource in perpetuity. Transitional housing meets that community housing need and therefore is an appropriate use.

IMACA is interested in purchasing the Birch Creek Unit from the County, on behalf of the CoC, using CoC funds. IMACA is the collaborative applicant and administrative entity for the CoC and may contract with other agencies (such as the County of Mono) and organizations within the service area for services and projects which help meet the communities' needs.

Please see the attached ***Transitional Housing Project*** proposal from IMACA for a detailed description of the sources of funding, administration and operation, and agreeable terms of a purchase agreement.

At this time, IMACA wishes the Board to consider its proposal to purchase the Birch Creek Unit for use as transitional housing, and if agreeable, to direct County staff to work with IMACA and the CoC to move the Transitional Housing Project proposal forward.

Transitional Housing Project Proposal

Inyo Mono Advocates for Community Action

PROPOSAL SUMMARY- JUNE LAKE TRANSITIONAL HOUSING PROJECT

Inyo Mono Advocates for Community Action, Inc. (IMACA) proposes to purchase the condominium located at 40 Willow Avenue, Birch Creek #5, June Lake, CA 93529 from the County of Mono to help address the need for transitional housing (“June Lake Transitional Housing Project”).

Transitional housing is designed to provide individuals and families that are homeless or at imminent risk of homelessness with the interim stability and support to successfully obtain and maintain permanent housing. This type of supportive transitional housing is short-term, typically less than 24 months.

There is a demonstrated and significant need for transitional housing in Mono County. Currently there are no available beds in the County for people that are homeless but that can be assisted and placed in appropriate housing. The last point-in-time count of persons experiencing homelessness on January 24, 2019, indicates that only one person was sheltered and 68 were unsheltered. Homeless service providers in the Eastern Sierra receive frequent requests for transitional housing because it takes a significant amount of time to place participants. There is simply not enough affordable housing in the community to meet the demand.

The two-bedroom condominium would be a resource for Eastern Sierra Continuum of Care (Eastern Sierra CoC or CoC) service providers to assist individuals or families experiencing homelessness or at imminent risk of homelessness transition to permanent housing. The Eastern Sierra CoC is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding and implement strategies to assist people experiencing homelessness. CoC stakeholders may apply for and receive funding from the U.S. Department of Housing and Urban Development (HUD), the California Department of Housing and Community Development (HCD), and other state and federal agencies for Rapid Rehousing, Emergency Shelter, Homelessness Prevention, Transitional Housing, Supportive Housing and other activities designed to end homelessness.

IMACA is the collaborative applicant and administrative entity for the CoC and may contract with other agencies and organizations within the service area for services and projects to help meet the needs of the communities. The following sections describe the sources of funding, administration and operation, and agreeable terms of a purchase agreement for the condominium. This proposal may form the framework for a formal purchase agreement between the County and IMACA.

IMACA & SOURCES OF FUNDING

1. HEAP Block Grant

In late 2018, IMACA received a Homeless Emergency Aid Program (HEAP) block grant from the California Business, Consumer Services and Housing (BCSH) Agency. HEAP provides a flexible source of funding for CoCs to address emergency solutions for homelessness in their respective service areas. Capital improvements, including the purchase of real property, are an eligible use of funds.

2. California Emergency Solutions and Housing (CESH) Program Block Grant

A second block grant was awarded to IMACA by the California Department of Housing and Community Development (HCD) in early 2019 through the California Emergency Solutions and Housing (CESH)

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Program for innovative projects to reduce the incidence and duration of homelessness. Supportive services for transitional housing projects are an approved budget expenditure for this block grant.

Operating subsidies in the form of a 15-year capitalized reserve account for the project could be approved and funded by the CoC through the 2019 CESH Program. These monies could supplement the other sources and applied toward ongoing homeowner association fees, maintenance and the costs associated with occupant move-out. Additionally, program income paid by participants based on their available income is another source of funding for ongoing condominium service and maintenance costs. Program participants would only pay what they can afford while managing their other monthly household expenses, as determined by an experienced and trained case manager.

Supportive services will be provided by one or more CoC stakeholders as determined through the CESH comprehensive assessment process. For example, County staff working with Housing and Disability Advocacy Program (HDAP) participants may provide supportive service for the transitional housing participants. These services may include, but are not limited to, employment training, case management, life skills counseling and training, mental health counseling, assistance applying for Social Security and Disability, General Assistance, food subsidy programs and housing placement.

OPERATION AND ADMINISTRATION

Both HEAP and CESH require the CoC to employ Housing First principals, utilize a Coordinated Entry System (CES), and report outcomes through a Homeless Management Information System (HMIS) or equivalent database. IMACA complies with these program mandates and proposes to operate the June Lake Transitional Housing Project in a manner consistent with these standards.

Housing First is the principal that participants are provided shelter with a low barrier to entry and without preconditions. Housing enables families to stabilize and gain support necessary to become more self-sufficient thereby reducing the likelihood of returning to homelessness. The CoC will select families to occupy the June Lake Transitional Housing Project unit through use of the CES. Families that present themselves at any of the designated CoC point of entry locations, such as Mono County Social Services or the IMACA Child Care Connection, will receive an assessment by a case worker to determine their vulnerability and risk factor.

Participants will be placed on a priority list and individuals/families with the highest vulnerability score will be selected to occupy the transitional housing unit. Supportive services such as employment training, counseling, linkage to additional sources of income, and other assistance will be available from other agencies as determined with the CES comprehensive assessment to help eligible families obtain permanent housing.

We anticipate that families will occupy the condominium for between two and five months, but not more than 24 months, depending on their needs and the availability of permanent housing. In the unlikely event there are no qualified homeless or at-risk families to occupy the condominium, IMACA would place low-income residents in the condominium for a limited time utilizing the same HOME Partnership criteria used for the Glass Mountain Apartments located in Mammoth Lakes.

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CONSISTENCY WITH MONO COUNTY ZONING AND GENERAL PLAN

Transitional housing is a permitted use in all land use designations in Mono County except Agricultural (AG) and Commercial (C). This unit is located in a Commercial Lodging – Medium (CL-M) land use designation, and therefore no planning permits or discretionary approvals are required.

This property purchase proposal is also consistent with applicable policies in the Housing Element of the General Plan, including:

Program 1:28 In compliance with Government Code Section 65583(a)(4), allow transitional and supportive housing as a residential use in all land use designations where similar housing types are allowed. Amend the General Plan Land Use Element to a) include definitions of transitional and supportive housing; b) allow transitional and supportive housing as a residential use in all land use designations where similar housing types are allowed; and c) stipulate that transitional and supportive housing must be subject only to the restrictions that apply to other residential uses of the same type in the same designation.

TERMS OF PURCHASE AGREEMENT

IMACA agrees to purchase the condominium for a negotiated sum from the County of Mono.

IMACA finds acceptable a deed restriction limiting occupancy of the condominium to families experiencing or at imminent risk of homelessness. If no families meet these criteria, then the unit could be occupied by a low-income family for a time-limited period such as a month-to-month agreement.

Additionally, IMACA is amenable to including a first option in the deed restriction to the County in the event that IMACA wishes to sell the home, the home is no longer necessary for this program, funding is no longer available to operate the program as originally intended, or other similar circumstance.

IMACA also commits to report outcomes annually to the County with information collected through HMIS. This includes, but is not limited to, exits to permanent housing, length of time homeless, returns to homelessness, and increases in different types income, e.g. earned income, Social Security (SS), Social Security Disability Income (SSI), General Assistance, Unemployment Insurance, and Worker's Compensation. Finally, IMACA agrees to comply with all applicable regulations in the Mono County Code of Ordinances, including Zoning Ordinance, related to transitional housing.

This Agreement must also be considered and approved by the IMACA Board of Directors and the terms and allocation of funds granted by the CoC and the BCSH.

Respectfully submitted by Larry Emerson, Housing and Planning Director
Inyo Mono Advocates for Community Action, Inc. (IMACA)
June 10, 2019