



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.

Teleconference Only - No Physical Location

Regular Meeting September 15, 2020

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/91821240408>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 918 2124 0408.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 918 2124 0408.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d

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).

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS

A. Presentation of Digital Counties Survey Award to Mono County Information Technology

Departments: Information Technology

10 minutes

(Nate Greenberg) - Each year the Center for Digital Government (CDG) and National Association of Counties (NACo) conduct the Digital Counties Survey. The survey identifies the best technology practices among U.S. counties including initiatives that streamline the delivery of government service, encourage collaboration and shared service, enhance cyber-security, and contribute to disaster response efforts. Participants in the survey are evaluated among their cohort in five separate population categories based on the size of the county.

This year, Mono County is being recognized as the first-place winner in the up to 150,000 population category.

This item will allow the Board of Supervisors to present the award to the IT Department.

Recommended Action: Present the 2020 Digital Counties Survey award to the IT Department.

Fiscal Impact: 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. Memorandum of Understanding with the Mono Basin Historical Society

Departments: Public Works

(Joe Blanchard, Pam Smitheman) - Proposed memorandum of understanding with the Mono Basin Historical Society related to its placement and maintenance of structures and personal property, including a new storage shed, at Gus Hess Park in Lee Vining, California.

Recommended Action:

- (1) Approve County entry into proposed memorandum of understanding and authorize the County Administrative Office to execute a memorandum of understanding (MOU) on behalf of the County with the Mono Basin Historical Society (Historical Society) for placement and maintenance of structures and personal property at Gus Hess Park in Lee Vining, California (Park);
- (2) Find that the County's entry into the MOU and the placement and maintenance of a storage shed at the Park is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303 (Class 3: New Construction or Conversion of Small Structures) and direct staff to file a Notice of Exemption with the County Clerk's Office; and
- (3) Provide any desired direction to staff.

Fiscal Impact: None at this time. Nominal future costs and charges for providing electricity and other utilities to the Historical Society structures located at the Park.

B. Authorization to Bid - Airport Road Rehabilitation Project

Departments: Public Works

(Chad Senior) - This project will rehabilitate failing asphalt pavement on Airport Road and a portion of Hot Creek Hatchery Road, between Highway 395 and the Airport Road intersection. These roadways provide direct access to the Mammoth-Yosemite Airport. 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. Existing roadways will be widened to provide paved bike lanes. Additionally, roadway drainage, signs, and traffic paint striping will be rehabilitated as part of this project.

Recommended Action: Approve bid package, including the project manual and project plans, for the Airport Road Rehabilitation Project. Authorize the Public Works Department to advertise an Invitation for Bids upon receiving authorization to proceed (E-76) from the federal government. Provide any desired direction to staff.

Fiscal Impact: Total programmed federal funding is \$1,503,817. \$1,400,000 is programmed for this project in the State Transportation Improvement Program (STIP), and \$103,817 in Highway Improvement Program (HIP) funds. Federal

reimbursement of 88.53 percent is funded with STIP / HIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits. SB1-RMRA funds in the amount of \$181,954 have been allotted to provide 10 percent contingency and a portion of construction engineering costs for this project, if needed. Total available project funds are \$1,685,771. Exact costs will be based on actual bids received. This project is included in the FY 2020-21 adopted budget.

C. Contract Award - Twin Lakes Road Maintenance Project

Departments: Public Works Engineering

(Kalen Dodd) - Agreement with Sierra Nevada Construction, Inc. for the construction of the Twin Lakes Road Maintenance Project (Project No. 9309).

Recommended Action:

- (1) Identify Sierra Nevada Construction, Inc. of Sparks, NV (Sierra Nevada Construction) to be the lowest responsive bidder for the Twin Lakes Road Maintenance Project (Project).
- (2) Approve agreement with Sierra Nevada Construction for the construction of the Project in an amount not to exceed \$467,007.00 and authorize the Public Works Director to execute that agreement on behalf of the County.
- (3) Authorize the Public Works Director, in consultation with County Counsel, to administer the agreement with Sierra Nevada Construction, including making minor amendments to the agreement from time to time as the Public Works Director may deem necessary, and issue change orders to the agreement in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the Project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: The agreement includes a "not to exceed" limit of \$469,007.00, not including change orders. The Project has been identified in the 5-year Road Capital Improvement Plan (CIP), will be funded with Senate Bill 1 (SB1) revenues, and was included in the FY 2020-21 adopted budget.

D. FY 2019-20 Year-End Clean Up Budget Adjustment

Departments: Finance

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are not sufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units is not available. (Requires 4/5ths approval)

Recommended Action: Approve and direct the Finance Director to make the FY 2019-20 year-end cleanup budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Fiscal Impact: If approved as recommended, General Fund expenditure contingencies is reduced by \$100,000 and additional spending is offset by an increase in unanticipated revenues of \$60,000. In non-General Fund accounts, additional spending is offset by an increase in unanticipated revenues of \$335,000 and use of fund balance of \$120,000.

E. Resolution to Approve Adjustment to Spa Permit Fees

Departments: Public Health

(Louis Molina) - Proposed resolution to provide a prorated fee reduction for Spa Pool Permits for the period of time in which they have been ordered to be closed due to COVID-19 and no inspection or monitoring has been performed.

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

Fiscal Impact: No General Fund impact. Potential loss of permit fee revenue to the Health Department up to \$33,591, dependent on the amount of time that spas are required to remain closed in the current FY.

F. Vista Pacifica Enterprises Contract for Services

Departments: Behavioral Health

Proposed contract with Vista Pacifica Enterprises, Inc. pertaining to the provision of residential behavioral health treatment services.

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

Fiscal Impact: The total amount of this contract is \$262,800, and is not to exceed \$131,400.00 per 12 month period. This contract will be paid with 1991 Mental Health Realignment funding.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Letter from Madeleine "Mickey" Brown re: Assessment Appeals Board Resignation

Letter from Madeleine "Mickey" Brown resigning from appointment on the Assessment Appeals Board.

B. Letter from Abbie Bridges re: Bridgeport Jail

Letter from Abbie Bridges regarding the proposed new jail construction within the town of Bridgeport.

C. Federal Energy Regulatory Commission (FERC) Letter re: Southern California Edison Company's Plan and Schedule to Address FERC Comments

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Mr Wayne Allen that submitted a plan and schedule to address FERC comments regarding the Fourth Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are parts of the Lee Vining Creek Project, FERC No. 1388.

D. 2019-20 Grand Jury Report and Response

The 2019-20 Mono County Grand Jury Final Report is the product of concentrated group effort and contains recommendations for improving various aspects of governmental operations. When it is completed, the Final Report is submitted to the presiding judge of the Superior Court. After release by the court, it is directed to agency representatives for review and response and to the communications media.

Recommended Action: All findings and recommendations in the 2019-20 Report were related to emergency response/radio communications. The Sheriff has provided the required response on behalf of Mono County. No further action is required of the Board.

E. Letter re: US Forest Service Illegal Activity Report

A letter from Hillary Hansen Jones to the Board regarding the USFS Illegal Activity Report on the September 8, 2020 Board of Supervisors meeting agenda.

7. REGULAR AGENDA - MORNING

A. Update on Wildfires and Review of Open Fire Ban and Campground Closure

Departments: Board of Superivisors
20 minutes

(Various) - Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County and Closing County Campgrounds Due to Extreme Fire Danger.

Recommended Action: Hear update and determine whether to terminate open fire prohibition and Lundy Campground closure. If Board takes no action, then prohibition and closure remain in effect. Provide any desired direction to staff.

Fiscal Impact: None.

B. Election Update

Departments: Elections

10 minutes

(Shannon Kendall) - Update on November 3, 2020 General Election.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

Departments: CAO

1 hour

(Robert C. Lawton) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. CARES Act Spending Plan - Community Support Programs

Departments: Finance, CAO

30 minutes

(Janet Dutcher, Kathy Peterson, Alicia Vennos) - The Board received a presentation about the proposed CARES Act spending plan on September 1, 2020. Since then, spending projections have been updated resulting in \$250,000 available for community support programs. Staff recommend using these funds for a Right to Recover program, Latinx outreach, and a Small Business Grant program. Recommended program statements are included and County staff will make a presentation about each and answer questions.

Recommended Action:

- (1) Approve the proposed CARES Act spending plan, the Right to Recover program, the Latinx outreach proposal, and the Small Business Grant Program, as presented or revised.
- (2) Authorize the County Administrative Officer to shift funds between spending categories if one area has unspent funds.
- (3) Provide any direction to staff, if desired.

Fiscal Impact: Allows distribution of \$250,000 of federal funding of which \$232,000 will disburse directly to citizens and businesses of Mono County to offset financial hardships resulting from the COVID-19 public health emergency.

E. Funding Mammoth Lakes Recreation Clean-Up Events

Departments: Economic Development

15 minutes

(Jeff Simpson) - Presentation by Jeff Simpson regarding a \$5,000 expenditure from the Fish and Game Fine Fund to Mammoth Lakes Recreation for organized clean-up events of fish and wildlife habitat locations.

Recommended Action: Approve the recommendation by the Mono County Fish and Wildlife Commission for a \$5,000 expenditure from the Fish and Game Fine Fund to Mammoth Lakes Recreation for clean-up events.

Fiscal Impact: Mono County receives roughly \$7,500 on an annual basis from the California Department of Fish and Wildlife and the fund has a carryover balance of \$59,349. Currently \$59,000.00 is the remaining budgeted appropriations for the 20-21 fiscal year. If approved, the \$5,000.00 expenditure would bring the remaining available budgeted balance in this account to \$54,000.

F. Eastern Sierra Council of Governments (ESCOG) Fiscal Services Agreement

Departments: Finance

10 minutes

(Janet Dutcher) - Proposed contract with the Eastern Sierra Council of Governments (ESCOG) pertaining to the provision of fiscal services to the ESCOG by Mono County.

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

Fiscal Impact: Provides annual revenue to the Mono County Department of Finance of \$4,992 to cover the actual cost of providing fiscal services.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Public Employee Evaluation

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 2.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

11. REGULAR AGENDA - AFTERNOON

A. Census 2020 Update

Departments: CAO

30 minutes

(Emilio Vaca, Deputy Director of Outreach - Census 2020) - Census 2020 update for Mono County by Emilio Vaca, Deputy Director of Outreach.

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

Fiscal Impact: None.

B. Presentation - Moving Towards Equity: Understanding the Impact of Racism in Communities

Departments: Board of Supervisors

Item will start at 2:00 PM (2 hours)

(Dr. Jei Africa (Marin County), Robin Roberts (Behavioral Health), Kasandra Montes (Behavioral Health), Sheriff Ingrid Braun, Jazmin Barkley (Probation)) - Presentation by Dr. Jei Africa on the impacts of racism on communities, and a discussion of how Mono County can address these impacts.

Recommended Action: Presentation, discussion, and further direction to staff on training and implementation of programs and policies to increase equity in county government.

Fiscal Impact: None.

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 September 15, 2020

Departments: Information Technology

TIME REQUIRED 10 minutes

PERSONS Nate Greenberg

SUBJECT Presentation of Digital Counties
Survey Award to Mono County
Information Technology

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Each year the Center for Digital Government (CDG) and National Association of Counties (NACo) conduct the Digital Counties Survey. The survey identifies the best technology practices among U.S. counties including initiatives that streamline the delivery of government service, encourage collaboration and shared service, enhance cyber-security, and contribute to disaster response efforts. Participants in the survey are evaluated among their cohort in five separate population categories based on the size of the county.

This year, Mono County is being recognized as the first-place winner in the up to 150,000 population category.

This item will allow the Board of Supervisors to present the award to the IT Department.

RECOMMENDED ACTION:

Present the 2020 Digital Counties Survey award to the IT Department.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Survey](#)

History

Time	Who	Approval
9/10/2020 3:21 PM	County Administrative Office	Yes
9/9/2020 12:59 PM	County Counsel	Yes
9/9/2020 10:12 AM	Finance	Yes

For Immediate Release

2020 Digital Counties Survey Recognizes Leaders in Use of Advanced Analytics, Digital Equity Initiatives, and COVID-19 Response; and Announces the 2020 Future Ready Award Winner

Center for Digital Government survey commends counties that deploy technology practices for social betterment.

Sacramento, Calif. – Sept. 1, 2020 – The Center for Digital Government (CDG) and the National Association of Counties (NACo) announced the winners of the 18th annual Digital Counties Survey. The survey, [conducted by CDG](#) in partnership with [NACo](#), identifies the best technology practices among U.S. counties, including initiatives that streamline delivery of government services, encourage open data, collaboration and shared services, enhance cybersecurity and contribute to disaster response and recovery efforts.

“Innovative counties are utilizing technology and data to better serve their citizens, respond quickly to citizen needs around COVID-19, and support digital experience initiatives,” said Phil Bertolini, co-director, CDG. “The Center for Digital Government congratulates this year’s winners for their hard work and their efforts to use technology to make government better.”

“We applaud this year’s Digital Counties Survey winners for maximizing the benefits of technology in serving our residents, especially during a time when technology has become even more instrumental in connecting people and places,” said NACo Executive Director Matthew Chase. “The Digital Counties Survey demonstrates how we embrace cutting-edge approaches to strengthening our communities and achieving healthy, safe and vibrant counties across America.”

This year’s [first-place winners](#) include:

- **County of Los Angeles, Calif. (1,000,000 or more population category):**
Los Angeles County successfully aligned leadership and IT programs. All department IT budget requests are aligned to the county’s five IT strategic goals, which are aligned to overall county goals. The county also established key performance indicators (KPIs) via collaboration with 12 departments in the Justice Metrics Framework. The KPIs combined with advanced analytics provide insights into which programs and services reduce involvement of vulnerable populations in the justice system.
- **County of Ventura, Calif. (500,000 – 999,999 population category):**
Ventura County made network upgrades to support its COVID-19 response on short notice. In addition, the county created partnerships to provide telemedicine to citizens, and the county’s Lean Six Sigma program and STEM for young women program have become county best practices.

- **Chesterfield County, Va. (250,000-499,999 population category):**
 Chesterfield County handled sudden work-from-home orders well in part due to its 10-year technology modernization plan and enterprise approach to data-driven government. For example, the county created the “StratIS” (Strategic Information Sharing) data program. In addition, the county’s chatbot, “ChesterBot,” helped the county manage a sudden surge in phone call volume during the pandemic’s initial stages.
- **Arlington County, Va. (150,000-249,999 population category):**
 Arlington County’s digital equity program is a national model. The county provides digital connections for the most disadvantaged populations, and offers education, training, and programs to enable residents to take full advantage of available resources. For example, libraries and other county facilities offer outdoor, drive-up digital hot spots.
- **County of Mono, Calif. (up to 150,000 population category):**
 County IT leads a task force for GIS, web, network, and other technology resources. The county created a COVID-19 response app to effectively communicate with the public during the pandemic. Response to dozens of cybersecurity threats each week is also excellent – the county has had no significant security issues in the last two years. In addition, the county has achieved off-site redundancy in data centers that are 60 miles apart.

The Center for Digital Government thanks the underwriters of this year’s survey: Akamai, Amazon Web Services, Crown Castle, EasyVote Solutions, Google Cloud, Laserfiche, Medallia Inc., Oracle, SHI, Spectrum Enterprise, TeamDynamix, and Tyler Technologies.

For the full list of winners, [CLICK HERE](#).

FUTURE READY AWARD 2020: The Future Ready Award, sponsored by Google Cloud, is presented to jurisdictions that are laying the foundation for the disruptive and converging forces that are shaping an uncertain future -- through technology or process changes; innovation; engagement with partners; and by harnessing emerging technologies to solve problems.

CDG presented the Future Ready award to the County of Los Angeles, Calif. The county’s future-ready accomplishments include: establishment of a \$10 million Information Technology Fund for innovative technology or multi-department solutions; development of an Enterprise IT Strategic Plan with over 200 business and IT professionals from 37 county departments; establishment of a \$20 million Legacy Modernization Fund to modernize mission critical systems; and the use of artificial intelligence and machine learning to predict homelessness among adults receiving county services.

About the Center for Digital Government:

The [Center for Digital Government](#) is a national research and advisory institute focused on technology policy and best practices in state and local government. CDG is a division of [e.Republic](#), the nation’s only media and research company focused exclusively on state and local government and education.

About NACO:

The [National Association of Counties](#) (NACo) strengthens America’s counties, including nearly 40,000 county elected officials and 3.6 million county employees. Founded in 1935, NACo unites county officials to advocate for county government priorities in federal policymaking; promote exemplary county

policies and practices; nurture leadership skills and expand knowledge networks; optimize county and taxpayer resources and cost savings; and enrich the public's understanding of county government.

Contacts:

Paul Guequierre
Communications Director
National Association of Counties
(202) 942-4271
pguequierre@naco.org

Janet Grenslitt
Director of Surveys and Awards
e.Republic | Center for Digital Government
916-932-1363
jgrenslitt@erepublic.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Public Works

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Joe Blanchard, Pam Smitheman

SUBJECT Memorandum of Understanding with
the Mono Basin Historical Society

AGENDA DESCRIPTION:

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

Proposed memorandum of understanding with the Mono Basin Historical Society related to its placement and maintenance of structures and personal property, including a new storage shed, at Gus Hess Park in Lee Vining, California.

RECOMMENDED ACTION:

- (1) Approve County entry into proposed memorandum of understanding and authorize the County Administrative Office to execute a memorandum of understanding (MOU) on behalf of the County with the Mono Basin Historical Society (Historical Society) for placement and maintenance of structures and personal property at Gus Hess Park in Lee Vining, California (Park);
- (2) Find that the County's entry into the MOU and the placement and maintenance of a storage shed at the Park is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303 (Class 3: New Construction or Conversion of Small Structures) and direct staff to file a Notice of Exemption with the County Clerk's Office; and
- (3) Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. Nominal future costs and charges for providing electricity and other utilities to the Historical Society structures located at the Park.

CONTACT NAME: Jason Canger, Joe Blanchard, Pam Smitheman

PHONE/EMAIL: (760) 924-1712, (760) 932-5443, (760) 932-5446 / jcanger@mono.ca.gov,
jblanchard@mono.ca.gov, psmitheman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[MOU](#)

History

Time	Who	Approval
9/10/2020 3:20 PM	County Administrative Office	Yes
9/9/2020 1:07 PM	County Counsel	Yes
9/9/2020 5:27 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Anne M. Larsen
Christian E. Milovich

Deputy County Counsel
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: Mono County Board of Supervisors

FROM: Joe Blanchard, Pam Smitheman, Jason Canger

DATE: September 15, 2020

RE: Memorandum of Understanding with the Mono Basin Historical Society for Use of Gus Hess Park in Lee Vining, California

Recommended Action

- (1) Approve County entry into proposed memorandum of understanding and authorize the County Administrative Office to execute a memorandum of understanding (MOU) on behalf of the County with the Mono Basin Historical Society (Historical Society) for placement and maintenance of structures and personal property at Gus Hess Park in Lee Vining, California (Park);
- (2) Find that the County's entry into the MOU and the placement and maintenance of a storage shed at the Park is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303 (Class 3: New Construction or Conversion of Small Structures) and direct staff to file a Notice of Exemption with the County Clerk's Office; and
- (3) Provide any desired direction to staff.

Fiscal Impact

None at this time. Nominal future costs and charges for providing electricity and other utilities to the Historical Society structures located at the Park.

Discussion

The Historical Society is a non-profit citizens group comprised of residents of Mono County and others dedicated to discovering, procuring, promoting, and preserving whatever may relate to the natural, civil, literary, economic, and/or ecclesiastical history of the Mono Basin in general, and to maintaining the Old Mono Lake Schoolhouse as a museum displaying artifacts pertinent to the Mono Basin. Since approximately 1988, the County has informally agreed to allow the Historical Society to place and maintain structures and personal property related to its mission and purpose at the Gus Hess Park (Park) in Lee Vining, California, and pay for the nominal costs related to the provision of utility services to some of those structures. The land where the park is located is owned by the City of Los Angeles, managed by its Los Angeles Department of Water and Power (LADWP), but leased to the County pursuant to a business lease entered into by the County and LADWP in 1995. The County and the Historical Society have never entered into a formal agreement for the Historical Society's use of the Park (e.g., lease, license, or memorandum of understanding) or otherwise required the Historical Society to provide

Mono County Board of Supervisors

RE: STAFF REPORT – Memorandum of Understanding with the Mono Basin Historical Society for
Use of Gus Hess Park in Lee Vining, California

September 15, 2020

Page 2 of 2

evidence of insurance and to indemnify the County for its use of the Park or the activities that it carries out at the Park.

At the end of March 2020, the Historical Society submitted a complete request to the Mono County Project Review Committee for the placement and maintenance of an additional structure at the Park, specifically a pre-fabricated storage shed to store historic artifacts and allow space for exhibit preparation, research and administration, to support the Historical Society's mission, purpose, exhibits, and other activities. Under the lease between the County and LADWP, any new or additional use of the Park must be approved by LADWP and the County. In July 2020, LADWP approved the Historical Society's request to place and use a storage shed at the Park subject to the terms and conditions of the County-LADWP lease. Thereafter, staff took the opportunity to formalize its relationship with the Historical Society for its use of the Park, including but not limited to the placement and maintenance of Historical Society structures (including the new storage shed) and personal property at the Park.

The attached MOU formalizes the roles and relationships of the County and the Historical Society for the use of the Park. Among other things, the MOU memorializes the parties' understanding that LADWP owns the Park and the County leases the Park; that the Historical Society must obtain permission from LADWP and the County before any new uses occur, or any new structures or personal property are placed or maintained, at the Park; that the Historical Society's use of the Park shall be subject to the requirements of the County-LADWP lease; that the County may remove the Historical Society's structures and personal property should its use be found to contravene or violate the County-LADWP lease; that the Historical Society is responsible for obtaining all necessary permits and approvals for its use of the Park (and all related costs); and that the Historical Society shall carry insurance and indemnify the County to the same extent as any similar user of County property. With respect to the new pre-fabricated shed, the MOU approves of the project and specifies that the County (specifically, the Public Works Department) will be responsible for certain site work (grading and leveling) prior to the foundation being laid while the Historical Society will be responsible for completing all remaining foundation work (i.e., framing the pad, pouring concrete, setting the footings), obtaining building permits and approvals for electrical work, and installing electrical wiring and circuitry. The MOU also provides that the County may pay the nominal cost of providing utility services (i.e., electricity) to the Historical Society's structures at the Park. Finally, the MOU will remain in effect until terminated by either the County or the Historical Society. In so doing, the MOU appropriately allocates risk among the parties for the Historical Society's use of the Park like all other agreements with County contractors and consultants, lessees and sublessees, and any person or party with which it maintains a business relationship.

If you have any questions regarding this staff report or the MOU, please contact Joe Blanchard at (760) 932-5443 or jblanchard@mono.ca.gov; Pam Smitheman at (760) 932-5446 or psmitheman@mono.ca.gov; or Jason Canger at (760) 924-1712 or jcanger@mono.ca.gov.

Sincerely,

Jason Canger
Mono County Counsel's Office

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
MONO AND THE MONO BASIN HISTORICAL SOCIETY FOR THE USE
AND PLACEMENT AND MAINTENANCE OF STRUCTURES AND
PERSONAL PROPERTY AT GUS HESS PARK IN LEE VINING,
CALIFORNIA**

This memorandum of understanding (this “MOU”) is entered into by and between the County of Mono (the “County”), a political subdivision of the State of California, and the Mono Basin Historical Society (the “Historical Society”), a non-profit citizens group, as of this _____ day of September 2020 (the “Effective Date”).

RECITALS

A. Hereinafter, the County and the Historical Society may be referred to individually as a “Party” or collectively as the “Parties.”

B. The Historical Society is a non-profit citizens group comprised of residents of Mono County and others dedicated to discovering, procuring, promoting, and preserving whatever may relate to the natural, civil, literary, economic, and/or ecclesiastical history of the Mono Basin in general, and to maintaining the Old Mono Lake Schoolhouse as a museum displaying artifacts pertinent to the Mono Basin. The Historical Society endeavors to further the educational opportunities for the peoples of the Mono Basin. Consistent with this mission and purpose, the Historical Society has, since 1988, placed and maintained several structures and items of personal property at or on the Gus Hess Park in Lee Vining, California (the “Park”) to showcase and preserve the history of the Mono Basin. These include, but are not limited to, the Mono Basin Old Schoolhouse History Museum, the Nellie Bly O'Bryan Upside Down House, certain historical farming and mining equipment, as well as other related outdoor and indoor artifacts and exhibits.

C. The Historical Society neither owns nor holds any real property right or interest, including any leasehold interest, to the Park and land where it is located. The Park is located on land owned by the City of Los Angeles and managed by the Los Angeles Department of Water and Power (“LADWP”) but is operated by the County pursuant to a lease with LADWP, specifically LADWP Business Lease No. BL-1454. The designated Uses identified in the lease included use of the land “as a site for a museum.” Both the County and LADWP must approve any use of the Park, including the placement and maintenance of any structure and personal property, prior to that use occurring.

D. To date, the Parties have had an informal relationship and understanding for the Historical Society’s use of the Park for its mission and purposes, including but not limited to the placement and maintenance of Historical Society structures and personal property on or at the Park. According to this relationship and understanding, over the years, the County has recognized the Park as an appropriate site for the locating of Historical Society structures and personal property and supported the

continued use of the Park for the Historical Society's mission and purposes, including providing certain services free of charge to the Historical Society's structures and for the Historical Society's activities.

E. The County and the Historical Society have never entered into any lease, sublease, license, sublicense, or other formal agreement (i) governing the Historical Society's use of the Park, including but not limited to its placement and maintenance of structures or personal property at or on the Park; (ii) requiring the Historical Society to pay any rent or other fee or charge for its use of the Park, including but not limited to its placement and maintenance of any Historical Society structure or personal property at or on the Park; (iii) otherwise requiring the Historical Society to obtain and maintain any insurance policy or coverage for its use of the Park, including but not limited to its placement and maintenance of any structure or personal property at or on the Park; or (iv) indemnifying and/or releasing the County from liability for injury and harm that might be caused or the result of the Historical Society placing and maintaining structures at or on the Park and carrying on other activities related to its purpose and mission.

F. The Parties acknowledge and agree that since the County originally granted the Historical Society permission to use the Park that an integral part of the County's operations and responsibilities include risk management, including limiting and mitigating the County's exposure to risk and liability on and at all properties and facilities that the County owns and operates by, among other things, taking affirmative steps to allocate risk and liability among its contractors and consultants, lessees and sublessees, and any person or party with which it conducts any kind of business. In light of the foregoing, one of the express purposes of this MOU is to memorialize the Parties' respective roles and responsibilities for the Historical Society's use of the Park and require the Historical Society to obtain and provide to the County evidence of certain insurance and related assurances with respect to indemnification and assumption of risk related to the Historical Society's use of the Park.

G. In addition to those structures and personal property (historic artifacts) that have been placed and maintained at the Park for several years, the Historical Society now wishes to place a new structure, specifically a storage shed (the "Project"), at or on the Park near the Old Schoolhouse Museum to store historic artifacts and allow space for exhibit preparation, research and administration, to support the Historical Society's mission, purpose, exhibits, and other activities. The placement and maintenance of the Project at the Park will require, among other things, site work and preparation, the delivery of a pre-fabricated shed, and the installation of certain electrical equipment. In addition, some parts or portions of the Project, as well as the structures and personal property currently placed and maintained at or on the Park, may require continual County staff, resources, management, and oversight.

H. Consistent with terms and conditions of its lease with LADWP for the use of the Park, the County is willing to make the Park available to the Historical Society for the placement and maintenance of the Project, as well as those structures and personal property currently placed and maintained at the Park, and, by and through its Public

Works Department, is willing to assist with work and tasks needed to place and maintain the Project at or on the Park provided the Historical Society agrees to, and continues to comply with, the terms and conditions set forth in this MOU.

I. In light of the foregoing, the Parties wish to set forth and memorialize their understanding of their respective roles and responsibilities for the Historical Society's use of the Park, including but not limited to placing and maintaining new and existing structures and personal property at or on the and the construction, placement, and maintenance related to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements contained in this MOU, with reference to the above recitals, and intending to be legally bound hereby, the Parties agree as follows:

1. USE OF GUS HESS PARK; NO SUBLEASE OR ASSIGNMENT

A. Historical Society Use of Park. The Historical Society shall use the Park, including the placement and maintenance of its structures and personal property, only for nonprofit purposes related to its mission and purpose as described in the Recitals. The Historical Society shall not use the Park, or any of its structures and personal property placed or maintained thereon, for commercial purposes of any kind. The Historical Society's agreement to the requirements of this Section 1.A is a material inducement to the County agreeing to permit and allow the Historical Society to use the Park.

B. No Interest in the Park; No Right to Sublease or Assign. Neither this MOU nor any provision, term, or condition hereof shall confer on the Historical Society any real property right or interest to the Park or any right or interest to sublease or assign any privilege or permission afforded to the Historical Society hereby. Any such sublease or assignment, or attempt thereof, in contravention of this Section 1.B shall be void.

C. MOU Subject to Paramount Rights of LADWP and the County. Notwithstanding anything in this MOU to the contrary, this MOU and the privileges and permissions afforded to the Historical Society hereby shall be and remain at all times subject to the rights of the City of Los Angeles, as the owner of the Park, and the County, as lessee of the Park. The County expressly reserves the right to take any action it deems reasonable or necessary, including the immediate removal of all of the Historical Society's structures and personal property (and all parts thereof and items therein), in order to avoid breaching or otherwise contravening the terms of its lease with the City of Los Angeles for the County's use of the Park. The Historical Society acknowledges and agrees that the County may exercise this reserved right in its sole and absolute discretion.

2. PLACEMENT AND MAINTENANCE OF HISTORICAL SOCIETY STRUCTURES AND PERSONAL PROPERTY

A. Except as provided in this Section 2, the Historical Society's placement and maintenance of structures and personal property, including the location thereof, at or on the Park shall be approved in writing and in advance by the County or its authorized representative, and any structure or item of personal property placed or maintained at or on the Park without the County's prior written approval may be removed by the County in its sole and absolute discretion.

B. In addition to the prior written approval of the County, the Historical Society shall also obtain the written permission of LADWP, and provide copies thereof to the County, prior to placing or maintaining any structure or personal property at or on the Park.

C. The Historical Society acknowledges that the County, as a California local government and public agency, has certain responsibilities under the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. ("ADA"), to ensure that the facilities that it owns and operates, including the Park, does not discriminate against any person based on any disability. Accordingly, when placing and maintaining any structure or other item of personal property at or on Gus Hess Park, the Historical Society shall place and maintain structures and personal property so that they comply with all requirements of the ADA, including but not limited to accessibility and "path of travel" requirements, as may be amended from time to time. The inability to place, maintain, or otherwise locate a structure or item of personal property at or on the Park pursuant to the requirements of this Section 2.C shall be grounds for the County to deny any request of the Historical Society to place, maintain, or otherwise locate a structure or personal property at or on the Park.

D. The Parties may enter separate agreements for the Historical Society's placement and maintenance of specific structures and personal property that provide additional requirements for the Historical Society's use, placement, maintenance, and location of structures and personal property at or on the Park so long as such any such separate agreement is consistent with and does not contravene the terms, conditions, and requirements of this MOU. Any such separate agreement shall reference and incorporate therein this MOU and all parts hereof.

E. Notwithstanding the foregoing requirements of this Section 2, the County hereby agrees and approves of (1) the Historical Society's use of the Park for its placement and maintenance (including the location) of all Historical Society structures and personal property existing at or on the Park as of the Effective Date and (2) the placement and maintenance of the Project at or on the Park as described in Section 8.

3. OWNERSHIP OF STRUCTURES AND PERSONAL PROPERTY

All structures and personal property placed and maintained by the Historical Society at or on the Park are owned and shall remain the property of the Historical Society. Nothing in this MOU shall operate or be interpreted to transfer ownership or title of such structures and personal property to the County.

4. MAINTENANCE AND REPAIR OF STRUCTURES AND PERSONAL PROPERTY PLACED OUTDOORS

The Historical Society, at its sole cost and expense, shall keep all structures and personal property placed and maintained at or on the Park, including every part thereof, in good condition and repair, appropriate to long-term care and preservation of historic artifacts, so as to protect the public and all users of the Park from physical harm and injury. The County will not be responsible for maintaining or repairing any Historical Society structure or personal property placed or maintained at or on the Park. The failure to maintain and repair as provided in this section shall be grounds for the County to terminate this MOU.

5. PERMITS, PLANS, AND APPROVALS

The Historical Society shall, at its sole cost and expense, be responsible for obtaining all permits and approvals for the placement and maintenance of any structure or item of personal property at or on the Park. The County will not be responsible for maintaining or otherwise ensuring compliance with the requirements of any permit or approval, including any cost or expense thereof, deemed necessary for placement or maintenance of Historical Society structures and personal property at or on the Park. If the Historical Society fails to maintain any applicable permit or approval, or otherwise comply with any requirement thereof, then the County, in its sole discretion, may remove the Historical Society's structures and personal property to avoid the County incurring any liability (civil or administrative) for the noncompliance of the Historical Society.

6. ENVIRONMENTAL REVIEW

The Historical Society acknowledges that the County is a public agency and that its actions, decisions, and approvals may be subject to the environmental review and permitting requirements of certain federal, state, and local government laws, statutes, regulations, and ordinances including but not limited to the National Environmental Policy Act and the California Environmental Quality Act. Prior to approving any request of the Historical Society related to the placement or maintenance of any structure or item of personal property at the Park, the County will determine, in its sole and absolute discretion, whether any environmental review or permit must be performed or obtained for the County's approval of any use of the Park, including any placement or maintenance of Historical Society structures or personal property at or on the Park. If the County determines that any environmental review or other permit work is necessary for or related to the County's approval of any such use or project, then the County will meet with the Historical Society to discuss the scope of any such use or project and whether the Historical Society wishes to proceed with its request for the County's approval of any such use or project. The Historical Society shall, at its sole cost and expense, be responsible for all costs of any environmental review or permit related work that the County determines necessary for its approval of any use or project of the Historical Society at or on the Park. If the Historical Society wishes to proceed with any necessary environmental review or permit related work, then the County may cause any such review or work to be performed by its own staff and employees or by using one or

more consultants selected and retained by the County. If the environmental review or permit related work is to be performed by a consultant, then the County shall select a consultant that the County, in its sole and absolute discretion, determines to be qualified and capable of performing the environmental review work and services required for the project. The Historical Society shall not have any authority to control or direct the County's selection of a consultant to perform environmental review or permit related work or the performance of any environmental review or permit related work performed by County staff or the selected consultant.

7. SIGNAGE

A. Existing Structures and Personal Property. Within thirty (30) days of the Effective Date, the Historical Society shall post, or cause to be posted, signs or signage at, near, or on all structures or personal property currently placed, maintained, or located at or on the Park that the County deems to be potentially dangerous or harmful to park visitors or users. The Historical Society shall contact the County's Public Works Department to review and determine which existing structures and personal property it deems to be potentially dangerous and harmful and the location of any necessary signs.

B. New Structures and Personal Property. As part of any request to the County for the placement and maintenance of a new structure or personal property, the Historical Society agrees to prepare, provide, and locate any signs or signage that the County deems, in its sole and absolute discretion, necessary to protect against any potentially dangerous or harmful structures or personal property, or parts or attributes thereof.

C. Content. The content of any sign or signage required pursuant to this Section 3 shall be approved by the County prior to being posted at, near, or on any Historical Society structure or item of personal property placed or maintained at or on the Park. The County may specify the content of any such sign or signage in a separate agreement executed by the Parties pursuant to Section 2.D.

8. HISTORICAL SOCIETY'S "PROJECT"

A. County Approval. Having received the written permission of LADWP, by letter dated July 9, 2020, for the construction, placement, and maintenance of a storage shed at the Park (which is attached hereto and incorporated herein by this reference as Exhibit A), County hereby approves of the Historical Society's request to place and maintain at or on the Park a pre-fabricated shed for the storage of certain personal property related to the Historical Society's mission, purpose, exhibits, and to provide an administrative workspace for activities as otherwise set forth in the Recitals (the "Project"). The Project and the Historical Society's use thereof shall comply with the provisions, terms, and conditions of this MOU and the additional requirements of this Section 8. The County's approval of the Project is limited to the project described herein and does not include approval of any addition (e.g., improvement or extension of any part of the pre-fabricated shed) or related service (e.g., additional utility services)

not set forth in Section 8.B and Section 8.C. Except as provided Sections 2 and this Section 8, any addition or improvement that the Historical Society may wish to make or include to its structures and personal property placed or maintained at or on the Park must be approved in writing by the County pursuant to Section 2.

B. Roles and Responsibilities of the County. The County shall provide labor and equipment to assist the Historical society with the following work and tasks related to the Project:

(i) any grading and leveling that the County determines necessary to properly prepare and construct the foundation by the Historical Society for the placement and maintenance of the shed at or on the Park; and

(ii) The County may pay the cost of any utility bill for the provision of electricity to the Project, as it has done in the past for the History Museum, through its account with the local utility provider.

C. Roles and Responsibilities of the Historical Society. The Historical Society shall be responsible for the following work and tasks related to the Shed Project:

(i) ordering, purchasing, taking delivery, and supplying of a pre-fabricated shed and materials related to its placement and maintenance of the shed at or on the Park;

(ii) assembling the shed and all parts or portions thereof for its placement and maintenance at or on the Park;

(iii) constructing the foundation, including but not limited to framing the foundation, pouring concrete, setting the footings, and preparing the pad, according to any direction specified by County staff for the placement and maintenance of the shed at or on the Park;

(iv) securing the shed, once properly and completely assembled, to the foundation constructed and the footings set; and

(v) preparing and obtaining, and paying all applicable costs and fees, any plans or permits determined necessary by the County's Building Division (and any other applicable regulatory agency) for the installation of electrical wiring and related circuitry to the Project by the County.

9. RELATIONSHIP OF THE PARTIES

A. All labor and equipment provided by the County pursuant to this MOU, including any labor and equipment provided in relation to the Project, shall at all times be subject to the direction and discretion of the County and authorized representatives thereof. The Historical Society shall have no authority to direct or control the work of County staff.

B. All work and labor to be performed by the Historical Society pursuant to this MOU, including any work, labor, and materials provided in relation to the Project, shall be performed and provided by the Historical Society, its staff, its volunteers, and its contractors, and not as any officer, employee, or agent of the County. The County shall have no responsibility to control any work or task that is the responsibility of the Historical Society under this MOU, and it is understood by the Parties that this MOU shall not, under any circumstances, create or otherwise be construed to create an employer-employee relationship or a joint venture.

10. MOU TERM; TERMINATION

A. Term. This MOU shall continue and not expire on any particular date or at the conclusion of any particular term until terminated as provided herein.

B. Termination. This MOU may be terminated by either Party upon providing the other Party fifteen (15) calendar days' written notice of such termination. Notwithstanding the foregoing, the County may terminate this MOU immediately and without notice should the Historical Society take any action, including but not limited to any action related to the placement and maintenance of structures or personal property at or on the Park, in contravention of the County's lease with LADWP for the Park. Upon any termination of this MOU, the County shall have the right to remove immediately any and all Historical Society structures and personal property from the Park to a location of its choice and may dispose of such structures and personal property if the same are not reclaimed by the Historical Society within a reasonable amount of time. The County may charge the Historical Society a reasonable rate for storing such structures and personal property until such time that the Historical Society reclaims the structures and personal property. Notwithstanding the foregoing, the County will work in good faith with the Historical Society to identify a place or site to store or relocate its structures and personal property following any termination of this MOU.

C. Utilities Payments. Upon the termination of this MOU, the County shall also have the right to discontinue paying any bills for utilities and services provided to Historical Society structures and personal property placed and maintained at or on the Park that the County may have agreed to pay.

11. INSURANCE

A. Worker's Compensation Insurance. The Historical Society shall provide statutory worker's compensation insurance coverage and employer's liability

coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees and volunteers engaged in Historical Society work, services, or activities at the Park. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to the County as an additional insured. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Historical Society, its officers, employees, agents, subcontractors, and volunteers.

B. General Liability. A policy of comprehensive general liability insurance which covers all the work, services, and activities to be performed by the Historical Society at the Park, including activities and completed activities, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to any project involving the placement or maintenance of any Historical Society structure or other personal property at or on the Park.

C. Other Insurance Requirements.

(i) Coverage and Provider Requirements. Insurance policies required by this MOU shall not exclude or except from coverage any of the work, services, or activities to be performed or provided by the Historical Society at or on the Park. 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, service, or activities at or on Gus Hess Park, the Historical Society shall provide the County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County, its officers, employees, and agents 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 thirty (30) days written notice to the County.

(ii) Primary Coverage. For any claim made related to this MOU or work, services, or activities performed or provided by the Historical Society at or on the Park, the Historical Society's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as with respect to the County, its officers, employees, and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Historical Society's insurance and shall not contribute with it.

(iii) Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by the County. If possible, the Historical Society's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officers, employees, and agents; or the Historical Society shall provide evidence satisfactory to the 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 the County as an additional insured.

(iv) Subcontractors. The Historical Society shall require and verify that all of its contractors and subcontractors, as well as all of its consultants and subconsultants, maintain insurance (including workers' compensation insurance) meeting all the requirements stated herein and that the County is an additional insured on insurance required of any such contractor, consultant, subcontractor, and subconsultant.

12. INDEMNIFICATION; ASSUMPTION OF RISK

A. This Historical Society shall defend with counsel acceptable to the County, indemnify, and hold harmless the County, its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this MOU or the actions of the Historical Society's officers, employees, agents, or volunteers. The Historical Society's obligation to defend, indemnify, and hold the County, its officers, employees, or agents harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. The Historical Society's obligation under this section 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 Historical Society, its officers, employees, agents, suppliers, or anyone directly or indirectly employed or controlled by any of them, or anyone for whose acts or omissions any of them may be liable. The Historical Society's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under this section is not limited to, or restricted by, any requirement in this MOU for the Historical Society to procure and maintain a policy of insurance and shall survive any termination of this MOU.

B. In addition to the foregoing, the Historical Society, its officers, employees, contractors, agents, and volunteers (and anyone under the control of any of them) hereby assumes all risk and irrevocably and unconditionally releases the County, its officers, employees, and agents, and affiliated entities (including but not limited to LADWP), and all persons acting by, through, under, or in concert with them, with respect to any and all liability, lawsuits, and/or claims for damages or injuries to persons or property (including but not limited to theft or loss of, or damage to, the Historical Society's structures and personal property) as a result of or in any way connected with the use or presence at or on the Park by the Historical Society, its officers, agents, volunteers or any other persons invited or visiting the Historical Society's structures and personal property placed or maintained at or on the Park.

13. MISCELLANEOUS

13.1. Entire Agreement. This MOU contains the entire agreement of the Parties regarding the matters herein, 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.

13.2. Modification. No modification, alteration, or variation (including any addition or deletion) to this MOU, or any provision, term, or language contained herein, shall be valid or binding on the Parties unless made pursuant to a subsequent written agreement executed by both Parties.

13.3. Applicable Law and Licenses. Any license, certificate, permit, or approval required by the federal, state, county, or municipal governments for the Historical Society to operate, maintain, or perform activities at or on the Park (including but not limited to the placement or maintenance of structures and personal property at or on the Park) or in relation to the Project, or any part thereof, must be procured by the Historical Society and be valid at the time that the Historical Society operates, maintains, or performs activities at or on the Park or in relation to the Project, or any part thereof. Such licenses, certificates, permits, or approvals will be procured and maintained in force during the entire term of this MOU by the Historical Society at no expense to the County.

13.4. Nondiscrimination. At all times while this MOU remains in effect, the Historical Society, its officers, employees, agents, contractors, and volunteers 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 MOU, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The Historical Society, its officers, employees, agents, contractors, and volunteers shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The Historical Society shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13.5. Notice. Any notice, communication, amendment, addition, or deletion to this MOU, including any change of address of any Party, made during the term of this MOU shall be in writing and may be personally served, sent by prepaid first-class mail, or sent via electronic mail to the Parties as follows:

If to the County:

Mono County Public Works Department
Attn: Joe Blanchard, Facilities and Parks
Superintendent
P.O. Box 457

If to the Historical Society:

Mono Basin Historical Society
Attn: Curator
129 Mattly Avenue
P.O. Box 31



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Public Works

TIME REQUIRED

PERSONS

Chad Senior

SUBJECT

Authorization to Bid - Airport Road
Rehabilitation Project

**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 Airport Road and a portion of Hot Creek Hatchery Road, between Highway 395 and the Airport Road intersection. These roadways provide direct access to the Mammoth-Yosemite Airport.

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. Existing roadways will be widened to provide paved bike lanes. Additionally, roadway drainage, signs, and traffic paint striping will be rehabilitated as part of this project.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the Airport Road Rehabilitation Project. Authorize the Public Works Department to advertise an Invitation for Bids upon receiving authorization to proceed (E-76) from the federal government. Provide any desired direction to staff.

FISCAL IMPACT:

Total programmed federal funding is \$1,503,817. \$1,400,000 is programmed for this project in the State Transportation Improvement Program (STIP), and \$103,817 in Highway Improvement Program (HIP) funds. Federal reimbursement of 88.53 percent is funded with STIP / HIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits. SB1-RMRA funds in the amount of \$181,954 have been allotted to provide 10 percent contingency and a portion of construction engineering costs for this project, if needed. Total available project funds are \$1,685,771. Exact costs will be based on actual bids received. This project is included in the FY 2020-21 adopted budget.

CONTACT NAME: Chad Senior

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Project Manual
Project Plan Set Part 1
Project Plan Set Part 2
Project Plan Set Part 3a
Project Plan Set Part 3b

History

Time	Who	Approval
9/10/2020 3:21 PM	County Administrative Office	Yes
9/9/2020 1:25 PM	County Counsel	Yes
9/10/2020 10:00 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: September 15, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: Authorization to Bid the Airport Road Rehabilitation Project; Federal Project No. RPSTPL-5947(059)

Recommended Action:

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

Fiscal Impact:

Total programmed federal funding is \$1,503,817. \$1,400,000 is programmed for this project in the State Transportation Improvement Program (STIP), and \$103,817 in Highway Improvement Program (HIP) funds. Federal reimbursement of 88.53 percent is funded with STIP / HIP federal funds and 11.47 percent is a local match funded with Caltrans Toll Credits. SB1-RMRA funds in the amount of \$181,954 have been allotted to provide 10 percent contingency and a portion of construction engineering costs for this project, if needed. Total available project funds are \$1,685,771. Exact costs will be based on actual bids received.

Strategic Plan Focus Area: Improve Public Safety – Infrastructure & Roads

Background:

This project was previously approved in the latest 5-year Road Capital Improvement Program. This project will rehabilitate failing asphalt pavement on Airport Road and a portion of Hot Creek Hatchery Road, between Highway 395 and the Airport Road intersection. These roadways provide direct access to the Mammoth-Yosemite Airport. 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. Existing roadways will be widened to provide paved bike lanes. Additionally, roadway drainage, signs, and traffic paint striping will be rehabilitated as part of this project.

The project was approved by the California Transportation Commission (CTC) at the August 12, 2020 meeting. An authorization to proceed (E-76) from the federal government is expected to be received by the public works department within a few weeks of the CTC approval. 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 2021 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 June 17, 2020 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).

The Program Supplement Agreement and Resolution 19-06: "A Resolution of the Mono County Board of Supervisors Authorizing the Execution of Agreements with the California Department of Transportation for Federal and State Aid Funding for the Airport Road Rehabilitation Project" was approved and signed on February 12, 2019.

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
AIRPORT ROAD REHABILITATION PROJECT
Project No. RPSTPL-5947(059)

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & 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

AUGUST 2020

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Monday October 5, 2020
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday October 14, 2020
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

Airport Road Rehabilitation Project

Project No. RSTPL-15947(059)

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". The signature is written in a cursive style.

(Signature)

June 26, 2020

Date

Garrett Ralph Higerd
C70926, Expiration: 06/30/2021
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. RPSTPL-5947(059)*

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SECTION I



INVITATION FOR BIDS

Airport Road Rehabilitation Project

RPSTPL-5947(059)

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BIDS
AIRPORT ROAD REHABILITATION PROJECT
Project No. RPSTPL-5947(059)

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 **AIRPORT ROAD REHABILITATION PROJECT** (“Project”). The purpose of this Project is to rehabilitate approximately 1.6 miles of existing asphalt concrete pavement on Airport Road and a portion of Hot Creek Hatchery Road. Hot Creek Hatchery Road will be widened approximately four feet on each side to provide paved bike lanes up to the Airport Road intersection from Highway 395. Airport Road will be widened approximately three feet on each side to provide paved bike lanes for the entire length of road. Existing culverts crossing under Airport Road will be repaired and/or replaced as necessary. Associated 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 **35 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. This meeting may be held online, if necessary, due to Corona virus mandates by the state of California or Mono County. Online web access to attend the meeting will be provided, if necessary. Access to the online meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **11:00 am Monday October 5, 2020**. 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, or any other reason, 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 October 14, 2020** (“**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, and, if necessary, advance notice will be posted on the Mono County Bid Management System for all interested parties to attend online via the web should in-person meetings not be permitted per the Corona virus mandates.



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF PUBLIC
WORKS**INSTRUCTIONS TO BIDDERS**
AIRPORT ROAD REHABILITATION PROJECT
Project No. RPSTPL-5947(059)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. A virtual web meeting will be scheduled for all interested parties to attend. Information to join the meeting will be posted on the Mono County Bid Management System prior to the scheduled meeting. The meeting is scheduled for **11:00 am, Monday, October 5, 2020**. 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, or any other reason, 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. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Grand Total**" on page **BD-4** of the proposal forms.
- 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 10 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. DBE submittal (Exhibit 15-G, 15-H, and copy of quote from each DBE) shall be submitted to the County no later than 4:00 pm on the 5th day after bid opening. If the last day for submitting the bid forms falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified. DBE forms may be delivered to the Clerk of the Board of Supervisors or submitted electronically to csenior@mono.ca.gov before the deadline.
- 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 **AIRPORT ROAD 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, October 14, 2020** ("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 via email to Chad Senior at csenior@mono.ca.gov or 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. Should any mandates by the State of California or Mono County due to Corona virus prohibit meeting in person, attendance for the bid opening will be provided online via the web. Advance notice will be posted on the Mono County Bid Management System providing web access for any interested parties to attend. Note, 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

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **thirty-five (35) working days** from the construction start date. 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.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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 **AIRPORT ROAD 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 35 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
Airport Road Rehabilitation Project
Project No. RPSTPL-5947(059)

Contractor's Name: _____

Miscellaneous			Bid Items			1 - 4
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control, SWPPP Prep/Monitoring	1	LS		
3	12	Traffic Control, including Traffic Control Plan	35	Days		
4	14	Contractor-Supplied Biologist	125	Hour		
Miscellaneous Bid Items 1 - 4						Subtotal:

Hot Creek Hatchery Road Sta 1+62.55 to Sta 16+60.67			Bid Items			5 - 18
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
5	19	Roadway Excavation / Embankment (8' Road Widening)	341	CY		
6	22, 30	Grind / Pulverize Exist Roadbed, Finish Roadway	4064	SY		
7	39	3" Hot Mix Asphalt (32'-Wide Road)	849	Ton		
8	19	Shoulder Backing (AC Grindings or Import)	2809	LF		
9	84	Centerline (Paint)	1665	LF		
10	84	6" Bike Lane Line (Paint)	2864	LF		
11	84	"STOP AHEAD" Marking (Paint)	1	LF		
12	84	Bike Lane Symbol Without Person Marking (Paint)	2	EA		
13	84	Bike Lane Arrow Marking (Paint)	2	EA		
14	82	Stop Ahead Sign 30" x 30" (W3-1)	1	EA		
15	82	Bike Lane Sign 18" x 24" (R81)	2	EA		
16	82	Bike Lane, Ends Sign (R3-17, R3-17bP)	1	EA		
17	82	Airport / Hot Creek Directional Sign - Double Post	1	EA		
18	82	End of Roadway Warning Sign (OM4-2)	1	EA		
Hot Creek Hatchery Road Sta 1+62.55 to Sta 16+60.67 , Bid Items 5 - 18						Subtotal:

BID SCHEDULE

Airport Road Rehabilitation Project

Project No. RPSTPL-5947(059)

Airport Road Sta 0+32.80 to Sta 69+04.03			Bid Items			19 - 39
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
19	19	Road Excavation / Embankment (6' Road Widening)	1080	CY		
20	22, 30	Grind / Pulverize Exist Roadbed, Finish Roadway	19842	SY		
21	39	3" Hot Mix Asphalt (32'-Wide Road)	3978	Ton		
22	19	Shoulder Backing (AC Grindings or Import)	13689	LF		
23	84	Centerline (Paint)	6848	LF		
24	84	6" Bike Lane (Paint)	13417	LF		
25	84	"STOP AHEAD" Marking (Paint)	1	LF		
26	84	Bike Lane Symbol Without Person Marking (Paint)	3	EA		
27	84	Bike Lane Arrow Marking (Paint)	3	EA		
28	84	"STOP" Marking (Paint)	1	EA		
29	84	Stop bar / Limit Line (Paint)	1	EA		
30	NA	Transverse Rumble Strips (Ground-In)	1	LS		
31	82	Steel Sign Post - Reuse Stop Sign, add "Airport Road" Sign	1	EA		
32	82	Stop Ahead Sign 30" x 30" (W3-1)	1	EA		
33	82	Deer Crossing Sign 30" x 30" (W11-3)	2	EA		
34	82	Bike Lane Sign 18" x 24" (R81)	3	EA		
35	82	End of Roadway Warning Sign (OM4-2)	1	EA		
36	75	Cattle Guard (8' x 32')	1	LS		
37	70	24"x18" CSP-Arch Culvert	223	LF		
38	70	24" x 18" CSP End Section	10	EA		
39	78	Reset Existing Survey Monument	2	EA		
Airport Road Sta 0+32.80 to Sta 69+04.03 , Bid Items 19 - 39					Subtotal:	

<p>BIDDER'S GRAND TOTAL*</p> <p>(INCLUDES BID ITEMS 1 THROUGH 39)</p> <p>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER.</p>	
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COUNTY OF MONO, DEPARTMENT
OF PUBLIC WORKS

EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1
AIRPORT ROAD REHABILITATION PROJECT
Project No. RPSTPL-5947(059)

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=displayPWCRegistrationForm>

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	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

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EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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			<\$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.
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

ACKNOWLEDGEMENTS
AIRPORT ROAD REHABILITATION PROJECT
Project No. RPSTPL-5947(059)

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

AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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.

EOUAL EMPLOYEMENT 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/eo1survey/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 w
- E. hich 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).
- F. 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.
- G. 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

AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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 paving 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. Micro-surfacing |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Slurry Sealing |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Roadway milling | <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. Full Depth Reclamation (FDR) | <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 /BMP |
| <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

AIRPORT ROAD REHABILITATION PROJECT (FEDERAL PROJECT NO. RPSTPL-5947(059))

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: 10%
 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). RPSTPL-5947(059) Bid Opening Date _____

The County of Mono established a Disadvantaged Business Enterprise (DBE) goal of 10% 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

Airport Road Rehabilitation Project

RPSTPL-5947(059)

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**AGREEMENT BETWEEN COUNTY OF MONO AND
[CONTRACTOR] FOR THE CONSTRUCTION OF
THE AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)**

INTRODUCTION

WHEREAS, the County of Mono (“County”) may have the need for the construction services of [CONTRACTOR], of [CITY, STATE] (“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 [BEGIN DATE], to [END DATE], 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 [X Dollars (\$X)], plus 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 (\$1,000,000.00) 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 policy(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>[NAME]]STREET] [CITY, STATE, ZIP] [Phone:]</p>
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25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. 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 _____, 2020.**

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 [CONTRACTOR] FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT RPSTPL-5947(059)

TERM:

FROM: [DATE]

TO: [DATE]

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items 1 through 39.

The major work items of this the AIRPORT ROAD REHABILITATION PROJECT, Project No. RPSTPL-5947(059) (“Project”) are to rehabilitate the existing asphalt concrete on Airport Road and a portion of Hot Creek Hatchery Road, widen the existing asphalt concrete roadways to a total width of thirty-two feet (32 feet) in width, install culverts and 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 (2018) 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
[CONTRACTOR] FOR THE CONSTRUCTION OF THE
EASTSIDE LANE REHABILITATION PROJECT
RPSTPL-5947(056)**

TERM:

FROM: [DATE]

TO: [DATE]

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed [X Dollars (\$X)], 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 [CONTRACTOR] FOR THE
CONSTRUCTION OF THE AIRPORT ROAD
REHABILITATION PROJECT
RPSTPL-5947(059)**

BID SCHEDULE

**AGREEMENT BETWEEN COUNTY OF MONO
AND [CONTRACTOR] FOR THE
CONSTRUCTION OF THE AIRPORT ROAD
REHABILITATION PROJECT
RPSTPL-5947(059)**

BID SCHEDULE

EXHIBIT 1

**AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC.
FOR THE CONSTRUCTION OF THE
AIRPORT ROAD REHABILITATION PROJECT
Federal Project No. RPSTPL-5947(059)**

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, 2015 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2015 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 2018 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.

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 employment.

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 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.

If specified on the plans, 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 **35 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 **\$4,000.00 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.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE AIRPORT ROAD 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 AIRPORT ROAD 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 [CONTRACTOR] FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

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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SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to [CONTRACTOR], hereafter designated as the "Contractor", a contract for the work described as follows:

AIRPORT ROAD 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 [X Dollars (\$ X)], 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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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:

AIRPORT ROAD 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 [X Dollars (\$ X)], 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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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 AIRPORT ROAD 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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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

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 AIRPORT ROAD REHABILITATION PROJECT

RPSTPL-5947(059)

REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(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 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 contract 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, click [here](http://www.dot.ca.gov/hq/bep/find_certified.htm).
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. 49CFR26.55 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 49CFR26.55(d)(1) as follows:

- 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.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, 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, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects 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 from other bidders when determining whether the low bidder made good faith efforts to meet or exceed 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, please 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 Resident Engineer or Inspector 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 (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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 the bidder 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 or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

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-FIVE (35) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County Mono the sum of **\$4,000.00 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 may 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 seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION
CONTRACTS**

- 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."

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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 and 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.

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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 work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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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.

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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.

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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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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.

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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 or 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 contractor). "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 Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- 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.

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2. 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 to 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 information of participant is not required to exceed that which is \$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	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	
	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 Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
178	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	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
181	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
CA San Diego	18.2	
	Non-SMSA Counties	
	CA Imperial	

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 (CARGO PREFERENCE ACT)

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.

Federal Trainee Program Special
Provisions (to be used when
applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

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 City/County of _____:

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 the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ 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 journeyman 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 City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the 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 City/County of _____ 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

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EXHIBIT 9

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT RPSTPL-5947(059)

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates obtained from <https://www.beta.sam.gov>

"General Decision Number: CA20200020 08/14/2020

Superseded General Decision Number: CA20190020

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 \$10.80 for calendar year 2020 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 \$10.80 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

2020. 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	01/03/2020
1	01/10/2020
2	01/24/2020
3	01/31/2020
4	03/06/2020
5	03/13/2020
6	04/17/2020
7	05/15/2020
8	05/29/2020
9	06/12/2020
10	07/03/2020
11	07/10/2020

12 07/17/2020
 13 07/24/2020
 14 07/31/2020
 15 08/07/2020
 16 08/14/2020

ASBE0005-001 09/01/2019

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 43.77	22.48

 ASBE0005-005 07/01/2019

INYO AND KERN

	Rates	Fringes
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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)....\$ 20.63 12.17

ASBE0016-003 01/01/2020

MONO

Rates Fringes

Asbestos Workers/Insulator
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings, and finishes to all
 types of mechanical systems).....\$ 54.26 23.39

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 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.52 18.47

*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 09/01/2018

Rates Fringes

TERRAZZO FINISHER.....\$ 31.25 13.41

TERRAZZO WORKER/SETTER.....\$ 38.39 14.18

BRCA0018-011 06/01/2019

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-012 06/01/2019

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65

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 12/01/2019

Rates Fringes

CABLE SPLICER

China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 54.54	3%+19.39
Remainder of Kern County....	\$ 48.29	3%+19.39

ELECTRICIAN

China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 50.15	3%+19.39
Remainder of Kern County....	\$ 43.90	3%+19.39

ELEC0428-003 01/01/2020

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

Rates Fringes

Communications System

Installer

China Lake Naval Weapons

Center.....\$ 42.50 3%+17.79

Edwards AFB.....\$ 38.99 3%+17.79

KERN COUNTY.....\$ 32.86 3%+17.79

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 06/01/2020

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 43.25	3%+24.83

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(4) Powderman.....	\$ 51.87	18.79

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 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.40	34.765+a+b

FOOTNOTE:

- a. 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.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20

GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment

(Cranes, Piledriving &

Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20

GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

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 economatic 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,m 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 08/01/2020

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

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 07/01/2020

KERN COUNTY

Rates Fringes

LABORER (TUNNEL)

GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04

LABORER

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

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, cabetender; 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 07/01/2020

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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.

Rates Fringes

LABORER (GUNITE)

GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

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 07/01/2019

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.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

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, cabledtender; 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 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

(1) Drilling Crew Laborer...\$ 37.85	15.99
(2) Vehicle Operator/Hauler.\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....\$ 39.87	15.99
(4) Electronic Tracking Locator.....\$ 41.87	15.99

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....\$ 39.06	19.01
GROUP 2.....\$ 40.36	19.01
GROUP 3.....\$ 42.37	19.01
GROUP 4.....\$ 44.11	19.01

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 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 38.05	19.52

* PAIN0036-021 07/01/2020

INYO AND MONO COUNTIES

Rates	Fringes
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Painters: (Including Lead
Abatement)

(1) Journeyman Painter.....\$ 28.68	17.10
(2) Repaint.....\$ 26.40	17.02
(4) All other work.....\$ 28.68	17.10
(5) Industrial.....\$ 35.52	17.64

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 06/01/2020

	Rates	Fringes
GLAZIER.....\$ 40.00		26.76

PAIN1247-001 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.55	13.78

PLAS0200-007 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING
 CENTER:
 \$3.00 additinal per hour.

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 38.49	20.43

PLUM0460-002 09/01/2019

Rates Fringes

PLUMBER (Plumber, Pipefitter,
Steamfitter, Refrigeration).....\$ 50.25 23.66

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 01/01/2020

Rates Fringes

ROOFER.....\$ 31.11 14.41

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 04/01/2020

Rates Fringes

SPRINKLER FITTER.....\$ 39.83 25.71

SHEE0105-003 01/01/2020

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.....	\$ 45.78	28.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 45.78	28.96

SHEE0105-004 07/01/2020

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.....	\$ 36.88	28.51

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

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.

END OF GENERAL DECISION"

SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Airport Road Rehabilitation Project

RPSTPL-5947(059)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

AIRPORT ROAD REHABILITATION PROJECT

Project No. RPSTPL-5947(059)

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2. BIDDING

BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project 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 County shows on the Bid Item List.

SUBCONTRACTOR LIST

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

Disadvantaged Business Enterprise Goal

The Department 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 on the *Notice 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 possesses 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.

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

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 Department 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.

[49 CFR 26.55(d)]

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 Commitment form (Exhibit 15-G) and copy of quote from each DBE shall be submitted no later than 4 p.m. on the 5th day after bid opening. If the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

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.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form (Exhibit 15-H) showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. DBE Good Faith Effort form (Exhibit 15-H) shall be submitted no later than 4 p.m. on the 5th day after bid opening.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met. The County recommends submitting the Good Faith Efforts form even if you intend to meet the proposed project DBE goal.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

Disabled Veteran Business Enterprises (DVBE), Small Business Enterprises (SBE), and California Companies

Disabled Veteran Business Enterprises, Small Business Enterprises and California Company preferences do not apply to this contract.

BID DOCUMENT COMPLETION AND SUBMITTAL

Use the bid forms provided in the Project Manual. Failure to submit the forms and information as specified may result in a nonresponsive bid.

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following 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-G: Proposer/Contractor DBE Commitment may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).
3. DBE Confirmation / Quote may be submitted up to five (5) days from bid opening (no later than 4:00 p.m. on the 5th day after bid opening)
4. Exhibit 15-H: Proposer/Contractor Good Faith Efforts may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

BID WITHDRAWAL

Bids are not filed with the County until the date and time of bid opening.

A bidder may withdraw or revise a bid after it has been submitted if this is done before the bid opening date and time.

BID OPENING

The County publicly opens and reads bids at the time and place shown on the *Invitation for Bids*.

The Department may reject:

1. All bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project

4. SCOPE OF WORK

The **AIRPORT ROAD REHABILITATION PROJECT** (hereinafter referred to as the project) is for the purpose of rehabilitating the existing asphalt concrete on Airport Road and a portion of Hot Creek Hatchery Road. Additionally, the existing roadways will be widened to provide bike lanes. Relevant road signs and pavement markings will be installed after the paving operations are complete. The project also includes repair / replacement of existing culverts crossing under Airport Road and installation of flared end sections.

There may be other items of work not mentioned above that are required by the 2018 State of California, Department of Transportation, Standard Specifications, 2018 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 (23 CFR 635.109)

Contractor's Notification

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive your claim of a differing site condition for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim.

Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

5. CONTROL OF WORK

GENERAL

A Notice to Proceed must be issued before commencement of any work.

A pre-construction meeting is required prior to the start of work.

Hot Mix Asphalt pavement mix design must be approved before any grinding / pulverizing activities commence.

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.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County'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.

Character of Workers - If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.

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 County may exercise the remedies provided in Public Contract Code §4110. The County 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.

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.

Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the County for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. County must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the County's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with this section disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

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. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
6. Buy America documentation and Certificates of Compliance
7. Corrugated Metal Pipe / Flared End Section Certificates of Compliance
8. Sign panel certificates of compliance
9. Quality Control personnel certifications, laboratory certifications, required test data, laboratory test results, field test reports, and evaluation reports
10. Subcontracts, as requested
11. Certified Payroll
12. 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 2021 between April 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:

- 4TH of July (July 2 – July 5)

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 (worker's rights, prevailing wage requirements, etc.). Erect and maintain the bulletin board at a conspicuously assessable location on the Project and remove and dispose of it after final Project acceptance.

Airport Road and portions Hot Creek Hatchery Road 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 staging area is adjacent to the Mono County / Town of Mammoth Lakes Borrow Pit entrance road north of the east end of Airport Road.

The contractor is responsible for providing water, as necessary, for all relevant construction activities. Any water meter charges shall be paid by the contractor.

Any construction staking shall be the responsibility of the contractor. Road alignments, road elevations, etc. can be provided for construction staking upon request.

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 post a notice of construction at the mailbox location on Hot Creek Hatchery Road. In addition, Contractor shall notify 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. Notice shall state that access to and from their property will be maintained on all roads during construction.

The Contractor shall provide Advance Notice and coordinate the work with the following parties:

Mammoth Ranger District (U.S. Forest Service)	760 924-5500
Mammoth Yosemite Airport	760 965-3620
Hot Creek Ranch	760 924-5637
Hot Creek Fish Hatchery	760 934-2664
Mono County Sheriff’s Department	760 932-7549
Southern California Edison	760-924-4810

NONCOMPLIANT AND UNAUTHORIZED WORK

Correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The County does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

If you fail to comply promptly with an order, the County may correct, remove, or replace noncompliant or unauthorized work. The County deducts the cost of this work.

Survey Monuments

Protect survey monuments on and off the roadway. Two survey monuments exist within existing asphalt concrete pavement of Airport Road which will need to be reset, as shown on the construction plans.

RECORDS

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

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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

Maintain separate records for change order work costs.

FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance. Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified below (Guarantee).

GUARANTEE

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with this section, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the Department may perform the work and bill you.

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. If possible, submit material source information on or before the preconstruction meeting. 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)

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. Refer to Mono County's Quality Assurance Program included in the Project Manual and Appendix A, Table 1, *Airport Road Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*, included herein, for project specific QA requirements.

COUNTY ACCEPTANCE

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

QUALITY CONTROL

Develop, implement, and maintain a Quality Control 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.

PAYMENT

There is no separate payment for CONTROL OF MATERIALS.

7. RESPONSIBILITY TO THE PUBLIC

PUBLIC CONVENIENCE

Compliance with this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When an abutting property owner's access across the right-of-way line is to be eliminated or replaced under the Contract, the existing access must not be closed until the replacement access facility is usable. Construct temporary approaches to a crossing and an intersecting highway.

Provide a reasonably smooth and even surface for use by traffic at all time during the excavation of a roadway and construction of an embankment. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate a roadway cut in layers and construct an embankment in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at

a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions, and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage caused by public use.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply a dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12. The County pays you for this work under section 12.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public

2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

PAYMENT

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

8. PROSECUTION AND PROGRESS

GENERAL

The Contractor shall submit a construction 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

TIME

Complete the work within the Contract time.

Meet each specified interim work-completion date.

The Engineer issues a Weekly Statement of Working Days form by the end of the following week.

The Weekly Statement of Working Days form shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delays

To request a delay-related time or payment adjustment, submit an RFI.

Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

Payment Adjustments

The County may make a payment adjustment for an excusable delay that affects your costs.

LIQUIDATED DAMAGES

The County specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for this project are \$4,000.00 per day.

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 (LS) 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

ELIMINATED ITEMS

If the Engineer eliminates an item, the Engineer notifies you and the Department pays your costs incurred before the notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

12. TEMPORARY TRAFFIC CONTROL

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.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the *California MUTCD*, Part 6, "Temporary Traffic Control."

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 maintain public access on all roads during construction. No roads may be closed to the public without permission from the County.

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 Plan(s) and shall be submitted for approval prior to the start of construction.

PAYMENT

The contract price paid per DAY for "TRAFFIC CONTROL, INCLUDING TRAFFIC CONTROL PLAN" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing and submitting the required traffic control plans, obtaining Caltrans Encroachment Permit, and providing construction and detour signs (including temporary in-ground signs within the Caltrans right-of-way), flaggers, pilot car, 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.

13. WATER POLLUTION CONTROL

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)

Note, SWPPP must be prepared using the latest template posted on the Construction stormwater website (Caltrans).

Within 48 hours after (1) the end of a storm event resulting in a discharge, (2) a non-stormwater discharge, or (3) receiving a written notice or an order from the RWQCB or another regulatory agency, submit the following information:

1. Date, time, location, and nature of the activity and the cause of the discharge, notice, or order
2. Type and quantity of the discharge
3. WPC practices in use before the discharge or before receiving the notice or order
4. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice

Refer to SWPPP Section below for submittal requirements based on Risk Level calculated for the project.

Certificates of Compliance for erosion control materials, as required.

MATERIALS

Fiber Rolls

Other BMP's per SWPPP and as determined in the field

CONSTRUCTION

Monitor the National Weather Service's forecast daily. Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

Install BMP facilities and devices before performing other job site activities. Install soil stabilization and sediment control materials in all active areas or before any storm event. No construction debris shall be allowed to exit the site.

Repair or replace facilities and devices used for BMP practices within 24 hours of discovering any damage.

You must submit a SWPPP and pay all associated costs if you do any of the following:

1. Disturb 1 ac or more of soil on a project without an erosivity waiver
2. Disturb more than 5 ac of soil on a project with an erosivity waiver
3. Fail to comply with the schedule for soil-disturbing activities for a project with an erosivity waiver and the delay voids the erosivity waiver

Do not start job site activities until (1) the SWPPP is authorized and (2) a waste discharge ID number is issued.

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.

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.

Continue SWPPP implementation during any suspension of work activities.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Preparing a stormwater pollution prevention plan includes developing and implementing the plan, providing a Water Pollution Control (WPC) manager, conducting WPC training, and monitoring, inspecting, and correcting WPC practices.

Submit the documents shown with an X in the following table corresponding to the project risk level:

Submittal Requirements					
Document	Risk level 1	Risk level 2	Risk level 3	EPA	Lake Tahoe Hydrologic Unit
SWPPP	X	X	X	X	X
Construction Site Monitoring Program	X	X	X	X	X ^a
Job site monitoring reports	X	X	X	X	X
Sampling and analysis plan	X	X	X	X	X
Sampling and analysis plan for nonvisible pollutants	X	X	X	X	X
Sampling and analysis plan for pH and turbidity	--	X	X	--	X
NAL reports	--	X	X	--	X
Receiving water monitoring trigger reports	--	--	X	--	--
Rain Event Action Plan	--	X	X	--	X
Annual Certification	X	X	X	X	X
Stormwater Annual Report	X	X	X	X	X

^aFor a project in the Lake Tahoe Hydrologic Unit, this program is referred to as the Construction Site Monitoring and Reporting Program

Refer to Caltrans Standard Specification 13-3 for specific SWPPP requirements for construction projects.

JOB SITE MANAGEMENT

Job site management work includes spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities.

Implement effective housekeeping practices for handling, storing, using, and disposing of materials to prevent pollution. Limit potential pollutants at their source before they come in contact with stormwater.

SPILL PREVENTION AND CONTROL

Keep material or waste storage areas clean, organized, and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. If you spill or your equipment or materials leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Prevent spills from entering stormwater runoff before and during cleanup activities. Do not bury the spill or wash it with water.

Immediately report spills to the WPC manager.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed in 40 CFR, parts 110, 117, and 302. Comply with section 14-11 for a spill or leak that produces hazardous waste.

MATERIAL MANAGMENT

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials, including fuel, oil, and grease
7. Asphalt and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

Minimize the use of hazardous materials if practicable.

Perform each of the following activities at least 100 feet from a concentrated flow of stormwater, a drainage course, or an inlet wherever it is performed (1) within the floodplain or (2) at least 50 feet outside the floodplain:

1. Stockpiling materials
2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling and maintaining vehicles and equipment

MATERIAL STORAGE

Store materials in their original containers with the original labels maintained in legible condition. Immediately replace damaged or illegible labels.

STOCKPILE MANAGEMENT

Minimize stockpiling of materials at the job site.

Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses.

Manage stockpiles by implementing WPC practices on:

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

Cover active and inactive soil stockpiles with soil stabilization material or a temporary cover and surround them with a linear sediment barrier.

Cover stockpiles of concrete and asphalt concrete rubble, HMA, AB, or AS with a temporary cover and surround them with a linear sediment barrier.

Place stockpiles of pressure-treated wood on pallets and cover them with an impermeable material.

Place stockpiles of cold mix asphalt concrete on an impervious surface and cover them with an impermeable material. Protect the stockpile from stormwater run-on and runoff.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier's height, remove the accumulated sediment.

PAYMENT

The contract LUMP SUM (LS) price paid for “WATER POLLUTION CONTROL, SWPPP PREP / MONITORING” 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, monitoring, 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.

14. ENVIRONMENTAL COMMITMENTS

General:

All work performed in connection with ENVIRONMENTAL COMMITMENTS shall conform to the provisions in CT Specifications Section 14 ENVIRONMENTAL STEWARDSHIP, the plans, environmental documents, and these Technical Specifications.

Project Specific Environmental Commitments:

Biological Resources:

1. Notify Caltrans Biologist 30 days prior to start of construction.
2. Pre-construction nesting bird surveys conducted by a qualified Biologist between February 15 and September 30, within 48 hours of construction start. Survey 250 feet from the Project Impact Area (PIA) for songbirds and 500 feet from the PIA for nesting raptors.
 - a. If nesting birds are found within 250 feet (songbirds), 500 feet (raptors) of the PIA, notify the Caltrans biologist. A no work buffer may be implemented if the Biologists determine that project activities are impacting nesting behaviors.

Cultural Resources:

1. If archaeological resources are discovered within or near construction limits, do not disturb the resources and immediately:
 - a. Stop all work within a 60-foot radius of the discovery.
 - b. Secure the area.
 - c. Notify the Engineer, County Project Manager, and Caltrans District 9 Archaeologist.
 - i. Do not move archaeological resources or take them from the job site. If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. Do not resume work within the radius of discovery until authorized.
2. All project work must occur within the limits shown on the APE Map dated 12/10/2019, unless otherwise cleared/authorized by Caltrans' archaeologist.

Contractor Supplied Biologist:

Contractor shall hire a qualified biologist to provide project specific environmental commitments, and to monitor, as necessary, the work activities during construction for the protection of regulated species.

The Contractor-supplied biologist must:

1. Monitor regulated species within the project area, as needed
2. Ensure that construction activities do not result in the take of regulated species

3. Ensure that construction activities comply with permits, licenses, agreements, and certifications, and approvals (PLACs)
4. Immediately notify the Engineer of any take of regulated species
5. Prepare, submit, and sign notifications and reports

All reports must include:

1. Description of the implementation of permits, licenses, agreements, certifications, and approval requirements
2. Names of the biologists conducting biological activity
3. Dates and times of monitoring
4. Locations and activities monitored
5. Representative photographs
6. Findings
7. Recommended protective measures if regulated species are observed
8. Name of the biologist who prepared the report
9. Signature of the biologist certifying the accuracy of the report

Biologist Qualifications:

Specialized activity/species	Requirements
Nesting Bird Survey & Bat Survey	Bachelor's degree; at least one year of experience conducting habitat assessments and/or non-breeding and breeding season surveys; familiarity with Mono County bird species; a least one reference that can verify the above qualifications
Biological Monitor	Bachelor's degree; at least one year of experience conducting habitat assessments and/or non-breeding and breeding season surveys; familiarity with Mono County bird species; familiarity with the appropriate state federal statutes, scientific research and conservation; a least one reference that can verify the above qualifications

Submittals:

Submit the name, resume, and statement of qualifications for a Contractor-supplied biologist within 7 days after Contract approval. If the submittal is incomplete, the County provides comments. Submit a revised statement of qualifications within 7 days of receiving comments.

If required under PLACs, the County sends the biologist's statement of qualifications to regulatory agencies for review. Biologists who perform specialized activities must have field experience working with the regulated species or performing the specialized task. All project-specific authorizations must be current and valid from start of work until work completion.

Do not start work until the Contractor-supplied biologist is authorized.

Biologist project inspection reports and/or final project inspection report including previously listed required information (Items 1-9).

Payment:

There is no separate payment for ENVIRONMENTAL COMMITMENTS.

The contract PER HOUR price paid for “CONTRACTOR-SUPPLIED BIOLOGIST” shall include full

compensation for providing all required services specified in the Project Specific Environmental Commitments, and for furnishing all reports, labor, materials, tools, equipment and incidentals, and for doing all the work involved as stated in the approved environmental documents for the project, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. EXISTING FACILITIES

All work performed in connection with 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. 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.

Not all 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.

Clean earth and other foreign material, including concrete, from material to be salvaged or incorporated into the work.

Dispose of removed facilities not to be salvaged or incorporated into the work.

If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

Repair or replace materials to be salvaged or incorporated into the work that are lost or damaged during work activities. The repair or replacement must be equal or better in quality than the original portion. Instead of this repair or replacement, the Department may deduct the repair or replacement cost

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 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

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.

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

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.

GRADE TOLERANCE

Immediately before placing subsequent layers of material, prepare the grading plane such that the grading plane:

1. Does not vary more than 0.05 foot above or below the grade established by the Engineer where HMA is to be placed.
2. Does not extend above the grade established by the Engineer where concrete base or pavement is to be placed.
3. Beneath structural approach slabs or the thickened portion of sleeper slabs do not extend above the grade established by the Engineer.
4. At any point is within 0.05 foot above the grade established by the Engineer if the material to be placed on the grading plane is paid by the cubic yard.

5. At any point is within 0.10 foot above the grade established by the Engineer if subbase or base material to be placed on the grading plane is paid by the ton

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

19.2 ROADWAY EXCAVATION

Roadway excavation consists of all excavation involved in the grading and construction of the roadway except structure excavation and any excavation paid for as a separate bid item.

Roadway excavation includes:

1. Excavating and stockpiling the selected material
2. Removing the stockpiled material and placing it in its final position
3. Removing surcharge material
4. Performing the removal of a slide or slipout which is paid for as the type of roadway excavation involved

Excavate to the described or authorized grade. If you over-excavate, backfill with an authorized material and compact it.

Remove pavement within the limits of roadway excavation. Pavement removal must comply with section 39 and 41.

Compaction must comply with section 19-5.

Construct embankments under section 19-6.

SURPLUS MATERIAL

If a quantity of surplus material is shown, the quantity is approximate.

Ensure enough material is available to complete the embankments before placing the material at other locations on the job site or disposing of it.

Obtain authorization before disposing of surplus material or using it for any of the following:

1. Widening embankments uniformly
2. Flattening slopes
3. Placing along the roadway or at other locations

If you cannot use surplus material within the highway, dispose of it.

If you dispose of any surplus material prematurely and later find a material shortage, replace the surplus material with an authorized material.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment such that surplus material must be disposed of, disposing of this material is change order work.

DEFICIENCY MATERIAL

If the quantity of acceptable material from excavation is not enough to construct the embankments, the quantity of material needed to complete the embankments must consist of local or imported borrow or asphalt grindings, as approved by the engineer.

SELECTED MATERIAL

Specific material excavated from a described location on the job site.

If selected material is not used for a specified layer, place the selected material in the roadway prism as embankment or structure backfill.

If selected material is used as a specified layer, spread and compact it under section 25.

If practicable and unless processing of material is required, haul selected material directly from the excavation to its final position in the roadway prism and compact it in place.

Selected material must remain in place until it can be placed in its final position unless stockpiling of selected material is ordered.

SLOPES

Construct slopes to the lines and grades established by the Engineer. Slope tolerances are measured perpendicular to the planned slope.

Any point on the completed excavation slope must be within 0.5 foot of the planned slope, unless the excavation is in rock, in which case, any point on the completed slope must be within 2 feet of the planned slope.

Slopes or portions of slopes must not encroach on the roadbed.

Round the tops of excavation slopes and ends of excavations.

Any point on the completed embankment slope must be within 0.5 foot of the planned slope for slopes within 4 feet of the shoulder grade. Slopes below 4 feet must be within 1 foot of the planned slope.

Maintain completed slopes. Repair any slope damage caused by erosion.

PAYMENT

The payment quantity for "ROAD EXCAVATION / EMBANKMENT (8' ROAD WIDENING)" and "ROAD EXCAVATION / EMBANKMENT (6' ROAD WIDENING)" is the volume of roadway excavation material measured in CUBIC YARDS (CY) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, grubbing, disposal, placing, scarification and compaction of embankment, 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. Note, excavation and embankment construction for placement and compaction of AC grindings to base grade within the road pavement envelope (road widening areas) are included in these bid items. Excavation and embankment construction for 3:1 slopes (outside pavement envelope) due to road widening are included in the payment for these bid items. Excess native excavation material may be placed to decrease any fill slopes to 4:1, horizontal to vertical.

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 shall be 3-inch minus material. Native trench spoils can be used provided all material over 3 inches is removed. Alternately, structure backfill may be slurry backfill per slurry cement backfill specifications.

Place material from structure excavation not used as structure backfill in roadway embankments.

SLURRY CEMENT BACKFILL

Slurry cement backfill (Lean Concrete Backfill) may be used as structure backfill for pipe culverts. If using slurry cement backfill, submit a Lean Concrete mix design from manufacturer for approval prior to construction.

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water. The aggregate must be commercial-quality concrete sand.

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 placed without segregation during placement.

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.

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.

Culvert bedding material may be native, excavated material if approved by the Resident Engineer or sand per sand bedding specifications.

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 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

Full compensation for structure excavation and backfill is included in bid item 24"x18" CSP-ARCH CULVERT measured in LINEAR FEET (LF) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, excavating, placing, disposal, backfilling, 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.

19.5 COMPACTION

Section 19-5 includes specifications for compacting all earthwork except structure backfill.

CONSTRUCTION

Relative compaction specifications apply to material whether in an excavation or an embankment.

The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained and the embankment is in a firm and stable condition.

Do not compact material that contains excessive moisture until the material is dry enough.

RELATIVE COMPACTION (95 Percent)

Compact earthwork to a relative compaction of at least 95 percent. All bottom of excavations shall be compacted to a relative compaction of at least 95 percent of maximum dry density.

PAYMENT

Full compensation for COMPACTION shall be considered as included in the prices paid for the various items of work involved Section 19, and no separate payment will be made therefor.

19.6 EMBANKMENT CONSTRUCTION

Constructing embankments includes:

1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
 - 2.1. Suitable material within roadway areas where unsuitable material has been removed
 - 2.2. Material in holes, pits, and other depressions within the roadway area
3. Constructing a temporary surcharge embankment above the grading plane
4. Constructing dikes

MATERIALS

Embankment material within the road pavement envelope must be AC grindings or imported class II aggregate base. If class II aggregate base is used for any portion, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Embankment material outside the road pavement envelope may be AC grindings, excavated suitable material from excavations, or from local or imported borrow.

CONSTRUCTION

Compact embankment under section 19-5.

Construct embankment slopes under section 19-2.

Scarify, water, grade, and roll the existing roadbed before placing new material if you construct an embankment on an existing roadway.

The grading plane of embankments beneath structure approach slabs and beneath the thickened portion of sleeper slabs must not project above the grade established by the Engineer.

Grade trenches, holes, depressions, and pits outside of areas where embankments are to be constructed to provide a presentable and well-drained area.

Do not construct embankments when material is frozen or a blanket of snow prevents proper compaction.

Construct embankment in layers. The loose thickness of each layer must not exceed 8 inches.

Break up clods or hard lumps of earth that are over 8 inches in greatest dimension before compacting material in the embankment, unless material such as hardpan or cemented gravel, cannot be broken readily in which case:

1. Distribute the material throughout the embankment
2. Place enough earth or other fine material around the larger material as you deposit it to fill the interstices and produce a dense, compact embankment

PAYMENT

The payment quantity for EMBANKMENT is included in excavation bid items (Section 19.2) ROAD EXCAVATION / EMBANKMENT (8' ROAD WIDENING) and ROAD EXCAVATION / EMBANKMENT (6' ROAD WIDENING) paid for by the CUBIC YARD (CY), and no separate payment will be made therefor. 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.

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

Grub the shoulder backing area, removing weeds, grass, and debris from the area to receive shoulder backing.

Excavate, if necessary, to a depth of 3 inches below pavement surface. 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 (AC GRINDINGS OR IMPORT) 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 County 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 bid items GRIND / PULVERIZE EXIST ROADBED, FINISH ROADWAY, paid for by the SQUARE YARD (SY), and no separate payment will be made therefor. 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.

30. RECLAIMED PAVEMENTS

30.2 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. Initial test results shall be submitted within 24 hours.

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 231	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

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)	ASTM D1557 or CT 231	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 Caltrans Standard Specifications, Section 26.

CONSTRUCTION

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 specified depths

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, FINISH ROADWAY shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, grading, finishing roadway, hauling material, stockpiling, 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**TYPE A HOT MIX ASPHALT**

Hot Mix Asphalt (HMA) binder shall be PG 64-28 or PG 58-34, modified (preferred) or unmodified, per Section 92 of the Caltrans Standard Specifications (Type A). Aggregate Gradation shall be ¾-inch.

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.

JOB MIX FORMULA (JMF)

The JMF must be based on the superpave HMA mix design as described in *MS-2 Asphalt Mix Design Methods* by the Asphalt Institute, or alternately, Mono County will accept a current Marshall or HVEEM mix design. Note, test methods and/or HMA relative compaction specifications contained herein may be revised to match the approved HMA Mix Design (JMF), if necessary.

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 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.

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 with the proposed JMF prior to start of construction.

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.

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 gyrations or blows
- 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.
- 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.
- SDS for asphalt binder, supplemental fine aggregate (except fines from dust collectors), and antistrip additives.
- Date the JMF was developed. Mix designs that are not dated will not be accepted. Mix designs from a previous construction season may or may not be accepted; the engineer will determine acceptance.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than ± 0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid antistrip producer or dosage
6. Average binder content in a new processed RAP stockpile by more than ± 2.00 percent from the average RAP binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
7. Average maximum specific gravity in a new processed RAP stockpile by more than ± 0.060 from the average maximum specific gravity value reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
8. Any material in the JMF, except lime supplier and source

Refer to Caltrans Standard Specifications, Section 39-2.02B(2) for Type A Hot Mix Asphalt Mix Design requirements for super pave mix design submittals. Documentation of aggregate quality must be provided.

Reclaimed Asphalt Pavement (RAP)

You may substitute RAP for part of the virgin aggregate in a quantity up to 25 percent of the aggregate blend.

Provide enough space at your plant for complying with all RAP handling requirements. Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution greater than 15 percent of the aggregate blend, fractionate RAP stockpiles into 2 sizes, a coarse fraction RAP retained on 3/8-inch sieve and a fine fraction RAP passing 3/8-inch sieve. For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

The RAP fractionation must comply with the requirements shown in the following table:

RAP Stockpile Fractionation Gradation Requirements

Size	Test method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 ^a	100
Fine (% passing the 3/8-inch sieve)	California Test 202 ^a	98–100

^aMaximum mechanical shaking time is 10 minutes.

You may use the coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpiles.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

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. For method compaction:
 - 4.1. The temperature of the HMA and the HMA produced with WMA water injection technology in the windrow does not fall below 260 degrees F
 - 4.2. The temperature of the HMA produced using WMA additive technology in the windrow does not fall below 250 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
4. Marks

5. Tearing
6. Irregular texture

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder

Where the pavement thickness shown is 0.30 foot or greater, you may place Type A HMA in multiple lifts not less than 0.15 foot each. If placing Type A HMA in multiple lifts:

1. Table in Section 39-2.02B(4)(b) does not apply
2. Aggregate gradation must comply with the requirements shown in the following table:

Aggregate Gradation Requirements

Type A HMA lift thickness	Gradation
0.15 to less than 0.20 foot	1/2 inch
0.20 foot to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch or 1 inch

3. Apply a tack coat before placing a subsequent lift
4. The Engineer evaluates each HMA lift individually for compliance

If the ambient air temperature is below 60 degrees F, cover the loads in trucks with tarpaulins. If the time for HMA discharge to truck at the HMA plant until transfer to paver's hopper is 90 minutes or greater and if the ambient air temperature is below 70 degrees F, cover the loads in trucks with tarpaulins, unless the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or the pavement surface.

Spread Type A 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
Type A HMA and Type A HMA produced with WMA water injection technology				
<0.15	55	50	60	55
≥0.15	45	45	50	50
Type A HMA produced with WMA additive technology				
<0.15	45	45	50	45
≥0.15	40	40	40	40

Spreading and Compaction Equipment

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.

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.

The use of equipment which causes crushing of aggregate will not be permitted.

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.

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

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.

Surface Preparation

Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

Subgrade

Prepare subgrade to receive HMA under the sections for the material involved. Subgrade must be free of loose and extraneous material.

Prepaving Inertial Profiler

Does not apply to this project.

Tack Coat

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 Joints

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 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.

Pavement Edge Treatments

Construct edge treatment on the HMA pavement as shown.

Where a tapered edge is required, use the same type of HMA used for the adjacent lane or shoulder.

The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required.

The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be accomplished by constraining the HMA to reduce the cross-sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to crossroads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

Compaction

Rolling must leave the completed surface compacted and smooth without tearing, 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.

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not open new HMA pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

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.

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. Note, if nuclear gauge correlation data from a previous job within the last year can be provided, showing the proposed nuclear gauge was calibrated to the project approved HMA mix design, the County may waive the start-up procedures (control strip) requirement.

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 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 (CT 375).
3. Determine average core density for each test site location (CT 308 or AASHTO T275, Method A).
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.

HMA MATERIAL ACCEPTANCE AND TESTING (QA):

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 Section B below, shall be completed and paid for by the Contractor, if required. Refer to Appendix A, Table 1, *Airport Road Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard **Lot shall be equal to one day's production**. 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. Each **Lot** shall be divided into **four (4) Sublots** of approximately equal size for compaction testing using nuclear gauge.

A. Hot Mix Asphalt

Plant-produced HMA will be tested for asphalt content (CT 382 or AASHTO T308) and theoretical maximum density (CT 309 or AASHTO T209) **per Lot (one test per day of HMA production)**. 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, *Airport Road Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled **per Lot (one test per day of HMA production)** 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 is provided in Appendix A, Table 1, *Airport Road Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*.

B. In-Place HMA

HMA placed in the field shall be tested for in-place density (relative compaction) on a **Sublot** basis. Testing locations for in-place density shall be on a random basis with frequencies per Appendix A, Table 1, *Airport Road Rehabilitation Project, Schedule of Minimum Sampling and Testing for Acceptance*:

- Perform in-place density and relative compaction using a calibrated nuclear gauge at a minimum rate of **10 tests per 500 tons of HMA placed**.

Reporting of results for in-place density shall include all test results obtained in the field. **Each test result obtained shall identify the corresponding Sublot and Lot. An average in-place density shall be provided for each Sublot. Additionally, an average Lot in-place density shall be provided by averaging each Sublot average.**

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 day's production (CT 309 or

AASHTO T209). **Relative compaction shall be 91 to 97 percent of the Lot theoretical maximum density.**

If relative compaction results obtained with the nuclear density gauge do not meet 91 to 97 percent relative compaction based on average compaction per lot, asphalt concrete cores shall be obtained at the contractor's expense to determine in-place bulk density. Three cores shall be obtained per 500 tons of asphalt placed. If the percent of theoretical maximum density using the cores does not comply with average relative compaction specifications per Lot, the Engineer may accept the HMA and take a payment deduction as shown in the following table:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA percent of maximum theoretical density	Reduced payment factor	HMA percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
<89.0	Remove and replace	>99.0	Remove and replace

HMA QUALITY CONTROL

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.

Except for smoothness, if 2 consecutive QC test results or any 3 QC test results for 1 day's production do not comply with the materials specifications:

1. Stop HMA production
2. Notify the Engineer
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27 OR CTM 202, results are considered 1 QC test regardless of number of sieves out of compliance.

PAYMENT

Payment for TACK COAT is included in the payment for 3” HOT MIX ASPHALT (32’-WIDE ROAD).

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity.

The payment quantity for 3” HOT MIX ASPHALT (32’-WIDE ROAD) is measured based on the combined mixture weight. Payment will be made only for HMA material actually used. If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total virgin asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weigh master and submitted.

The payment quantity for 3” HOT MIX ASPHALT (32’-WIDE ROAD) is measured based on the combined mixture weight (TONS) of material actually used based on batch weights or truck scale weights with a licensed Weighmaster’s Certificate, as stated above. Time, date, mix number, load number, and truck identification must be provided on each load ticket.

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 ^c (min, in)	1/4	1/2	--
15"–33" dia ^c (min, in)	1/2	3/4	--
36" and larger dia ^c (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.

Watertightness must be attained by use of an authorized durable, high-quality, resilient joint material designed to perform the intended function.

PAYMENT

Full compensation for culvert and drainage pipe joints shall be included in the price for bid item 24"x18" CSP-ARCH CULVERT, paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

61-5 CONCRETE BACKFILL FOR PIPE TRENCHES

Specifications for placing concrete backfill in pipe trenches

SUBMITTAL

Concrete mix design

MATERIALS

Concrete backfill must comply with the specifications for minor concrete, except the concrete must contain at least 380 pounds of cementitious material per cubic yard.

CONSTRUCTION

Place concrete backfill in the trench against undisturbed material at the sides and bottom of the trench in a way that prevents (1) floating or shifting of the pipe and (2) voids or segregation of the concrete. Immediately remove foreign material that falls into the trench before or during placement of the concrete. Construct and compact earth plugs at the ends of the planned concrete backfill to contain the concrete within the trench where necessary.

Wherever minor concrete is used, do not place materials on top of the concrete backfill within 8 hours of placing the concrete backfill.

Consolidate concrete backfill using high-frequency internal vibrators.

If HMA is to be placed directly on the concrete backfill, broom the surface with a heavy broom to produce a uniform rough surface.

PAYMENT

Full compensation for concrete backfill for pipe trenches, if used by the contractor, shall be included in the price for bid item 24"x18" CSP-ARCH CULVERT, 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

Provide manufacturer's specification/product information.

Submit a certificate of compliance for:

1. Corrugated steel materials
2. Corrugated aluminum materials

Buy America Certifications are required.

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.

The nominal sheet thickness for corrugated metal pipe must be equal to or greater than the nominal thickness described.

Lapped longitudinal seams of riveted pipe arches must be placed in the top arch and must be staggered so as to alternate on each side of the center of the top arch at least 3 inches.

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

Repair damaged galvanized surfaces under section 75-1.02B.

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.

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 24"x18" CSP-ARCH CULVERT 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, joining, and repairing, 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

Excavation and backfill for miscellaneous drainage facilities must comply with Section 19.

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.

SUBMITTALS

Certificate of Compliance and Buy America Certifications are required.

PAYMENT

Payment for 24" x 18" CSP 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 grading and 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.

75. CATTLE GUARD**GENERAL**

Earthwork for cattle guards must comply with section 19-3.

Concrete foundations and drain holes for cattle guards must comply with section 51.

Bar reinforcement must comply with section 52.

SUBMITTALS

Submit design details for the equivalent cattle guard design if used.

Certificate of Compliance and Buy America Certifications are required. Material Certifications shall be available for review for all materials within the cattle guard. Traceability of heat numbers is required for all steel.

MATERIALS

You may use an equivalent cattle guard design consisting of a prefabricated rail assembly and wings supported on a concrete foundation. The cattleguard span shall be 8 feet in length with a width of 32 feet. Two 8' x 16' cattle guards may be connected together. The Engineer may authorize minor variations in dimensions to allow the use of the fabricator's standard methods of fabrication.

The equivalent design cattle guard must support HS-20 live loading.

Weld using low hydrogen electrodes.

CONSTRUCTION

Installation & Lifting Procedures:

The Manufacturer will provide a standard typical written procedure for lifting and splicing the cattle guard (if required). All actual methods, equipment and sequence of erection used are the responsibility of the Contractor.

If a cattle guard is installed at an existing fence, attach the cattle guard to the fence.

The completed cattle guard must bear uniformly on the foundation. The finished grade must not vary more than 1/4 inch from the adjacent roadway surface. Make any adjustment to the roadway surface needed to comply with this tolerance.

PAYMENT

LUMP SUM (LS) payment for CATTLE GUARD (8' X 32') shall be for fully manufactured and installed cattle guard(s) on approved concrete foundation, and shall include full compensation for fabrication, painting, welding, transportation, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including grading and backfilling, complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

78. SURVEY MONUMENTS

GENERAL

Notify the Engineer at least 7 days before you construct a survey monument or adjust a monument cover to grade. Do not disturb a survey monument without authorization.

Work performed on existing monuments must comply with section 15. Existing survey monuments shall be 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. All survey monuments shall be set by a register Land Surveyor.

MATERIALS

Concrete must be minor concrete with a maximum 1-inch aggregate.

The frames and covers must be fabricated from cast steel or gray cast iron.

The frames, covers, and hardware must comply with section 55.

The covers must fit into the frames without rocking.

Granular material must be gravel, crushed gravel, crushed rock, or any combination of these and must not exceed 1-1/2 inches in greatest dimension.

CONSTRUCTION

You may cast the monuments in place in neat holes without the use of forms unless forms are shown.

Thoroughly consolidate the concrete and cure it by the water method.

Locate the monument such that the point being referenced falls within 1/2 inch from the center of the disk when the disk is placed in the center of the monument.

Place the survey marker disk before the concrete reaches its initial set. Firmly embed the disk in the concrete. If base and surfacing are not shown around a monument, fill any space around it with earth. Water and tamp the earth into place.

Unless the surplus excavated material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

PAYMENT

The contract price paid EACH (EA) for “RESET EXISTING SURVEY MONUMENT” shall include full compensation for all land surveying required, for doing all the work involved in removal of existing monuments, replacement of existing monuments, and for furnishing all labor, materials tools, equipment and incidentals, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

82. SIGNS AND MARKERS

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*, and the FHWA publication *Standard Highway Signs and Markings*.

SIGN PANELS**SUBMITTALS**

Submit a manufacturer’s specification sheet showing the proposed sign meets CA requirements and 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

MATERIALS

A sign panel must be produced at a fabrication plant.

The face of a fabricated sign must be uniform, flat, smooth, and free from defects, scratches, chips, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of sign panels must not have bends, router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray, or aluminum marks.

Protect, transport, and store sign panels fabricated with screened-process colors under the retroreflective sheeting manufacturer's instructions.

Transport sign panels such that the faces of the panels are protected from damage and weather. Ship panels on pallets, in crates, or in tier racks. Ship panels vertically on edge, not stacked horizontally. Place padding and protective materials between the panels as necessary. Keep panels dry during transit.

Do not store sign panels directly on the ground. Keep sign panels dry at all times and store the panels:

1. In a dry environment
2. On edge vertically whether indoors or outdoors
3. In enclosed, climate-controlled trailers or containers in areas of high heat and humidity
4. Indoors whenever the panels will be stored more than 30 days

Aluminum Sheeting

A sign panel must be fabricated from aluminum sheeting of an alloy and temper complying with ASTM B209.

The aluminum sheeting must be pretreated for corrosion resistance as specified in ASTM B449. The surface of the sheeting must be cleaned, deoxidized, and coated with a light, tightly-adherent chromate conversion

coating free from powdery residue. The conversion coating must be Class 2 with a weight from 10 to 35 mg/sq ft and an average weight of 25 mg/sq ft. After the cleaning and coating process, the aluminum sheeting must be protected from exposure to grease, oils, dust, and contaminants.

The aluminum sheeting must be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

The base plate for standard route markers must be die cut.

Retroreflective Sheeting

Retroreflective sheeting used for the background and legend must comply with ASTM D4956 and must be on the Authorized Material List for signing and delineation materials.

Type III, IV, VIII, IX, and XI retroreflective sheeting must have Class 1, 3, or 4 adhesive backing. Type II retroreflective sheeting may have Class 1, 2, 3, or 4 adhesive backing. The adhesive backing must be pressure sensitive and fungus resistant.

Retroreflective sheeting must be applied to sign panels at the fabrication plant under the retroreflective sheeting manufacturer's instructions without appreciable stretching, tearing, or other damage.

The orientation of the legend must comply with the retroreflective sheeting manufacturer's instructions.

The retroreflective sheeting on a sign panel with a minor dimension of 48 inches or less must be a single, contiguous sheet without splices except for the splices produced during the manufacture of the retroreflective sheeting. A sign panel with a minor dimension greater than 48 inches may have 1 horizontal splice in the retroreflective sheeting other than the splices produced during the manufacture of the retroreflective sheeting.

Unless the retroreflective sheeting manufacturer's instructions require a different method, splices in the retroreflective sheeting must overlap by at least 1 inch. The retroreflective sheeting on either side of a splice must not exhibit a color difference under incident and reflected light.

Process Colors and Film

The type of material recommended by the retroreflective sheeting manufacturer must be used for:

1. Screened-process colors
2. Nonreflective, opaque, black film
3. Protective-overlay film

The fabricator must perform all patterns, layouts, and set-ups necessary for the screening process.

The fabricated surface of the applied screened-process color must be flat and smooth.

Colored retroreflective sheeting must be used for the background except signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color.

The coefficient of retroreflection for reverse-screened-process colors used on white retroreflective sheeting must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding colored retroreflective sheeting.

The legend must be a black, screened-process color or nonreflective, opaque, black film.

Screened-process colors and nonreflective, opaque, black film must have outdoor weatherability characteristics equivalent to those specified for retroreflective sheeting in ASTM D4956.

Nonreflective, opaque, black film must be a vinyl or acrylic material.

Cured, screened-process colors must not peel off if transparent cellophane tape with a tensile breaking strength of at least 14 lb/in width measured under ASTM D3759/D3759M is applied over the color and removed in a single, quick motion at a 90 degree angle to the sign's face.

Single-Sheet Aluminum Panels

The aluminum sheeting for framed and unframed panels must be aluminum alloy 6061-T6 or 5052-H38.

A single-sheet aluminum panel must not have a vertical splice in the aluminum sheeting. A panel with a depth greater than 48 inches may have 1 horizontal splice in the sheeting.

For a framed panel, the framing members must be aluminum channel or rectangular aluminum tubing. The lengths of the framing members must be within $\pm 1/8$ inch of the lengths shown.

Aluminum channels or rectangular aluminum tubing must be welded together using the inert gas-shielded arc welding process and E4043 aluminum-electrode filler wires. The filler diameter must be equal to the wall thickness of the smallest welded channel or tubing.

The aluminum sheeting must be attached to the frame with 3/16-inch-diameter rivets. The rivets must be placed at least 1/2 inch from the web channel edges. The rivets must be made of aluminum alloy 5052 and be anodized or treated with a conversion coating to prevent corrosion.

A fabricated single-sheet, aluminum panel must be within $\pm 1/8$ inch of the dimensions shown. The panel must be flat to within $\pm 1/32$ in/ft of the panel dimensions as measured by a straightedge placed in any direction across the plane of the panel.

CONSTRUCTION

Deliver sign panels to the job site with the background and legend permanently affixed to the panels.

Do not chip or bend sign panels.

Immediately replace sign panels exhibiting damage or flaws, including a significant color difference between daytime and nighttime.

Obtain authorization before repairing sign panels at the job site.

Use the following hardware to mount the type of sign panel shown:

1. Lag screws, nuts, bolts, and washers for roadside signs
2. Braces and wood block spacers for roadside signs
3. Type A-1 and Type A-2 mounting hardware for overhead laminated-panel signs
4. Type A-3 mounting hardware for overhead formed-panel signs

82-3 ROADSIDE SIGNS

Roadside signs include Type N (CA), Type P (CA), and Type R (CA) marker panels.

MATERIALS

A roadside sign includes sign panels, fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels.

Metal Posts

A mounting for a roadside sign to be installed on a barrier or railing must be fabricated from (1) welded or seamless steel pipe complying with ASTM A53/A53M, Grade B, and (2) structural steel complying with ASTM A36/A36M.

Bolted connections must comply with section 56-2.02D. Concrete anchorage devices must comply with section 75-3.

After fabrication, all metal parts for mounting a roadside sign must be galvanized under section 75-1.02B.

Sign Panel Fastening and Mounting Hardware

Frame assemblies for multiple sign installations must be fabricated from an aluminum alloy or structural steel complying with ASTM A36/A36M. Frames fabricated from structural steel must be hot-dip galvanized after fabrication.

Back braces for a sign must be made of commercial-quality, mild steel and hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on lighting standards, sign structure posts, and traffic signal standards must be stainless steel complying with ASTM A167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

Bolts, except theft-proof bolts, lag screws, metal washers, and nuts must be made of commercial-quality steel and hot-dip galvanized after fabrication. Fiber washers must be commercial quality.

Galvanizing must comply with section 75-1.02B.

SUBMITTALS

Submit Certificates of Compliance for metal sign-posts; Buy America requirements apply.

CONSTRUCTION

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 metal posts with minor concrete that contains at least 470 pounds of cementitious material per cubic yard.

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

Payment for roadside signs BIKE LANE SIGN 18" X 24"(R81), END OF ROADWAY WARNING SIGN (OM4-2), DEER CROSSING SIGN 30" X 30" (W11-3), STOP AHEAD SIGN 30" X 30" (W3-1), STEEL SIGN POST-REUSE STOP SIGN ADD "AIRPORT ROAD" SIGN, BIKE LANE, ENDS SIGN (R3-17, R3-17bP), AND AIRPORT / HOT CREEK DIRECTIONAL SIGN – DOUBLE POST shall be per EACH (EA) sign installed, including double signs, 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

This work shall consist of application and construction 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.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

DEFINITIONS

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

SUBMITTALS

Submit manufacturers specification sheet for approval prior to the start of work.

For each lot or batch of paint or glass beads, submit a certificate of compliance prior to placement. Certificate of compliance shall include product name, lot or batch number, manufacturer date, and SDS.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

QUALITY ASSURANCE

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585.

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.

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 mcd·m⁻²·lx⁻¹ for white and 125 mcd·m⁻²·lx⁻¹ for yellow when measured under ASTM E1710.

Paint

The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in following table:

Paint Specifications

Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Glass Beads

Glass beads applied to paint must comply with State Specification 8010-004.

At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Each lot of glass beads used in pavement markings must contain less than 200 ppm each of arsenic and lead when tested under EPA Test Methods 3052 and 6010B or 6010C.

CONSTRUCTION

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

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.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Surface Preparation

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.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.

Application of Stripes and Markings

Apply paint for a pavement marking by hand with a stencil and spray equipment.

You may use permanent tape for a traffic stripe or a pavement marking instead of paint or thermoplastic. The permanent tape must be on the Authorized Material List for signing and delineation materials. Apply the tape under the manufacturer's instructions.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

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.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

Painted Traffic Stripes and Pavement Markings

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - 4.1. Pointer or sighting device at least 5 feet long extending from the front of the machine
 - 4.2. Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - 4.3. Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - 4.4. Shields or an adjustable air curtain for line control
 - 4.5. Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
 - 4.6. Paint strainer in the paint supply line
 - 4.7. Paint storage tank with a mechanical agitator that operates continuously during painting activities
 - 4.8. Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
 - 4.9. Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

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 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-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. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Two-Coat Paint Application Rates

Paint type	Coverage (sq ft/gal)	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

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 6-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 6” BIKE LANE (PAINT) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe along each side of the road.

Payment quantity of STOP BAR / LIMIT LINE (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.

Payment quantity of “STOP AHEAD” MARKING (PAINT) will be measured by EACH (EA) marking (including both words) painted at the location designated on the plans.

Payment quantity of BIKE LANE SYMBOL WITHOUT PERSON MARKING (PAINT) will be measured by EACH (EA) marking painted at the location designated on the plans.

Payment quantity of BIKE LANE ARROW MARKING (PAINT) will be measured by EACH (EA) marking painted at the location designated on the plans.

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APPENDIX A

TABLE 1
AIRPORT ROAD REHABILITATION PROJECT
SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE
Project No. RPSTPL-5947(059)

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		
	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 Select Backfill	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216		
	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 or AASHTO T27, AASHTO T11	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 or AASHTO T176		Random Location per CT 125
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209		
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329	Minimum of 10 test per 500 tons of HMA placed	In-place during final compaction at randomly determined locations
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375		
	Asphalt Binder	NA		
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	As directed by Engineer* (3 cores per 500 tons of HMA)	At randomly determined Project Location

*Asphalt coring will be required if field compaction results using the nuclear gauge do not meet specification; Coring and laboratory testing (CT 375 and CT 308 or AASHTO T275) will be at contractor's expense.

AASHTO - American Association of State Highway and Transportation Officials

ASTM - American Society for Testing and Materials

CT - Caltrans Test Method



DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

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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	ASTM D6958 or CT 231	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	CT 202	Minimum 1 per material/type	
Asphalt Grindings	Sand Equivalent	CT 217		
	Durability Index	CT 229	At Engineer's Discretion	
	R-Value	CT 301		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6958 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	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 D6958 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	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
Asphalt Concrete	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

Airport Road Rehabilitation Project

RPSTPL-5947(059)

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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 (2018 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 MONO COUNTY PUBLIC WORKS DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
 5. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT PARTIES.
 6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 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 BUSINESSES OR RESIDENTS.
 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, RESETTling 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. ROAD CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 3:1. OTHER 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 AND MONO COUNTY'S QUALITY ASSURANCE PROGRAM. 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 5:1 OR STEEPER TO RECEIVE FILL SHALL BE KEYED 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 3-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 OR PG 58-34 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 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.
29. PER FEDERAL REGULATIONS, BUY AMERICA PROVISIONS SHALL APPLY TO ALL STEEL AND IRON MATERIALS USED FOR THIS PROJECT. CONTRACTOR SHALL MEET ALL BUY AMERICA REQUIREMENTS FOR ALL MATERIAL USED ON THIS PROJECT. CERTIFICATES OF COMPLIANCE SHOWING COMPLIANCE WITH BUY AMERICA REQUIREMENTS SHALL BE PROVIDED TO THE RESIDENT ENGINEER PRIOR TO CONSTRUCTION / INSTALLATION OF SUBJECT MATERIAL.

ENVIRONMENTAL COMMITMENTS:

BIOLOGICAL RESOURCES:

1. NOTIFY CALTRANS BIOLOGIST 30 DAYS PRIOR TO START OF CONSTRUCTION.
2. PRE-CONSTRUCTION NESTING BIRD SURVEYS CONDUCTED BY A QUALIFIED BIOLOGIST BETWEEN FEBRUARY 15 AND SEPTEMBER 30, WITHIN 48 HOURS OF CONSTRUCTION START. SURVEY 250 FEET FROM THE PROJECT IMPACT AREA (PIA) FOR SONGBIRDS AND 500 FEET FROM THE PIA FOR NESTING RAPTORS.
 - A. IF NESTING BIRDS ARE FOUND WITHIN 250 FEET (SONGBIRDS), 500 FEET (RAPTORS) OF THE PIA, NOTIFY THE CALTRANS BIOLOGIST. A NO WORK BUFFER MAY BE IMPLEMENTED IF THE BIOLOGISTS DETERMINE THAT PROJECT ACTIVITIES ARE IMPACTING NESTING BEHAVIORS.

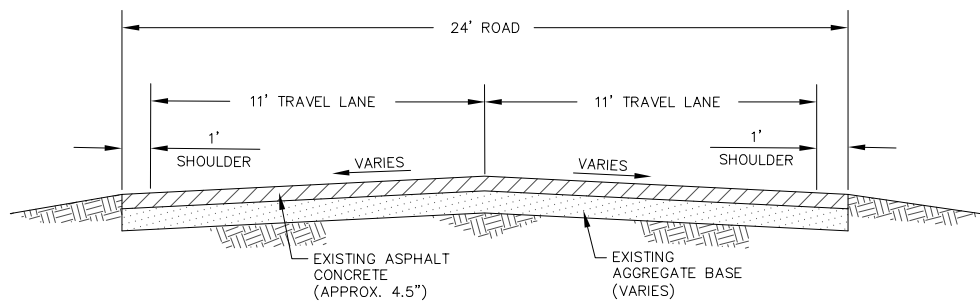
CULTURAL RESOURCES:

1. IF ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN OR NEAR CONSTRUCTION LIMITS, DO NOT DISTURB THE RESOURCES AND IMMEDIATELY:
 - A. STOP ALL WORK WITHIN A 60-FOOT RADIUS OF THE DISCOVERY.
 - B. SECURE THE AREA.
 - C. NOTIFY THE ENGINEER, COUNTY PROJECT MANAGER, AND CALTRANS DISTRICT 9 ARCHAEOLOGIST.
 - I.A. DO NOT MOVE ARCHAEOLOGICAL RESOURCES OR TAKE THEM FROM THE JOB SITE. IF ORDERED, FURNISH RESOURCES TO ASSIST IN THE INVESTIGATION OR RECOVERY OF ARCHAEOLOGICAL RESOURCES. DO NOT RESUME WORK WITHIN THE RADIUS OF DISCOVERY UNTIL AUTHORIZED.
2. ALL PROJECT WORK MUST OCCUR WITHIN THE LIMITS SHOWN ON THE APE MAP DATED 12/10/2019, UNLESS OTHERWISE CLEARED/AUTHORIZED BY CALTRANS' ARCHAEOLOGIST.

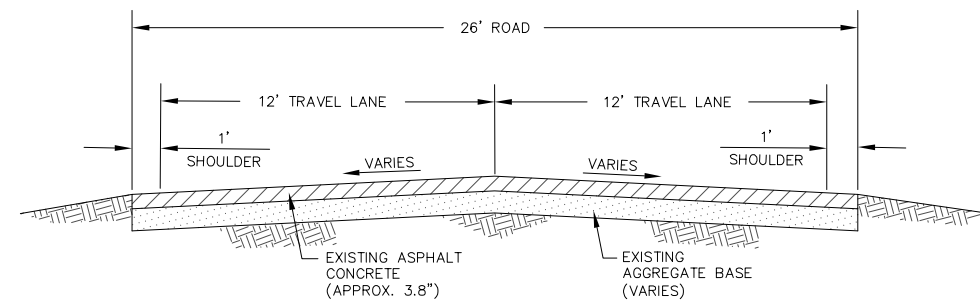
REFERENCED CALTRANS STANDARD PLANS (2018):

1. A20A: PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS
2. A20D: PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS
3. A24A: PAVEMENT MARKINGS - ARROWS
4. A24C: PAVEMENT MARKINGS - SYMBOLS AND NUMERALS
5. A24D: PAVEMENT MARKINGS - WORDS
6. A24G: PAVEMENT MARKINGS, YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
7. P74: PAVEMENT EDGE TREATMENTS
8. P76: PAVEMENT EDGE TREATMENTS - NEW CONSTRUCTION

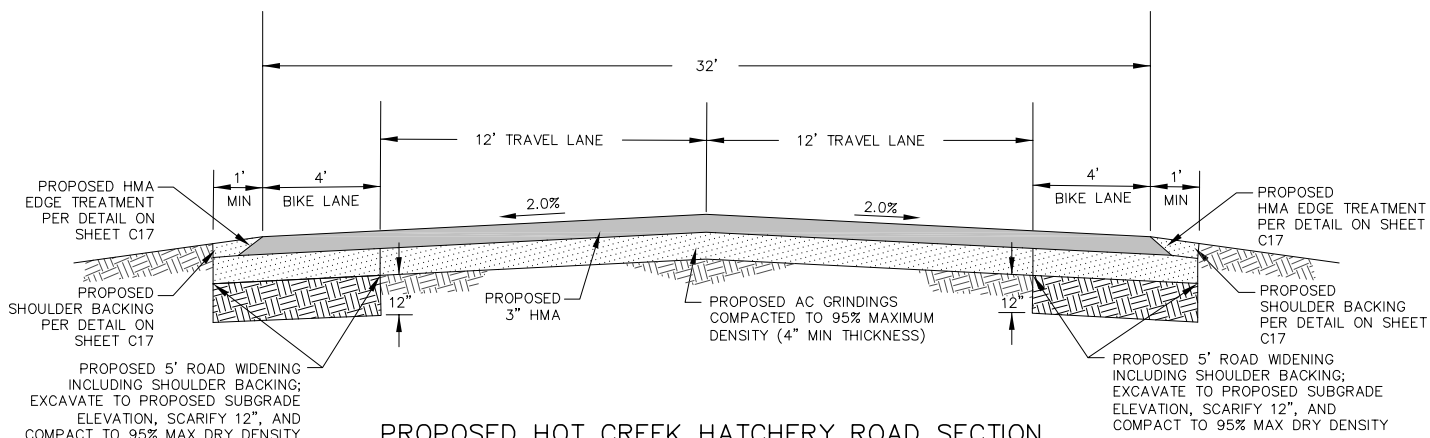
ASPHALT CONCRETE CORING DATA		
LOCATION	LANE	THICKNESS (IN)
HOT CREEK HATCHERY RD (STA 2+10)	SBL	4.46
AIRPORT RD (STA 9+20)	EBL	3.78



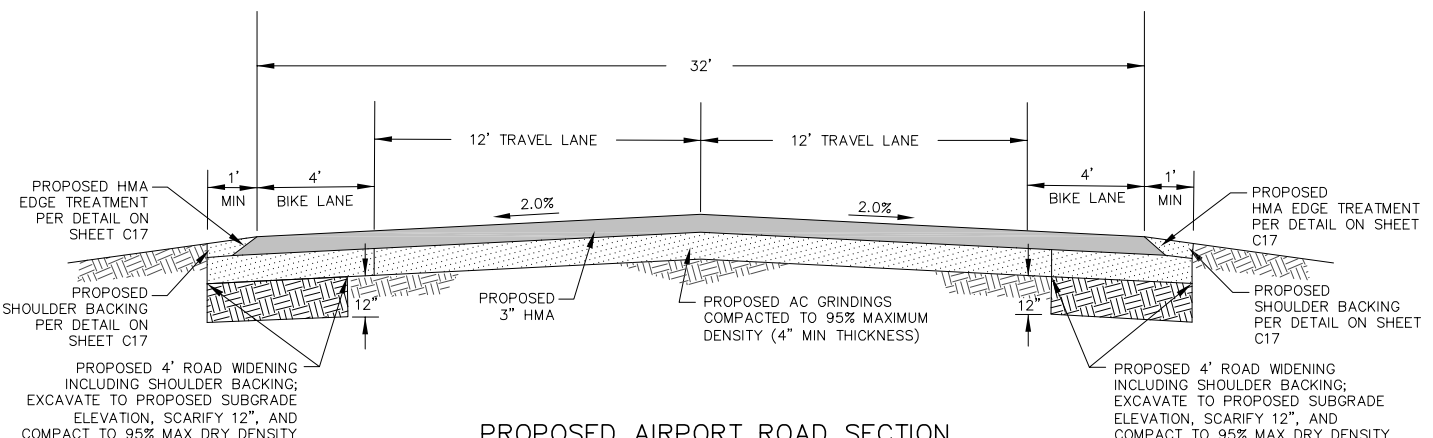
EXISTING HOT CREEK HATCHERY ROAD SECTION
NOT TO SCALE



EXISTING AIRPORT ROAD SECTION
NOT TO SCALE



PROPOSED HOT CREEK HATCHERY ROAD SECTION
NOT TO SCALE



PROPOSED AIRPORT ROAD SECTION
NOT TO SCALE



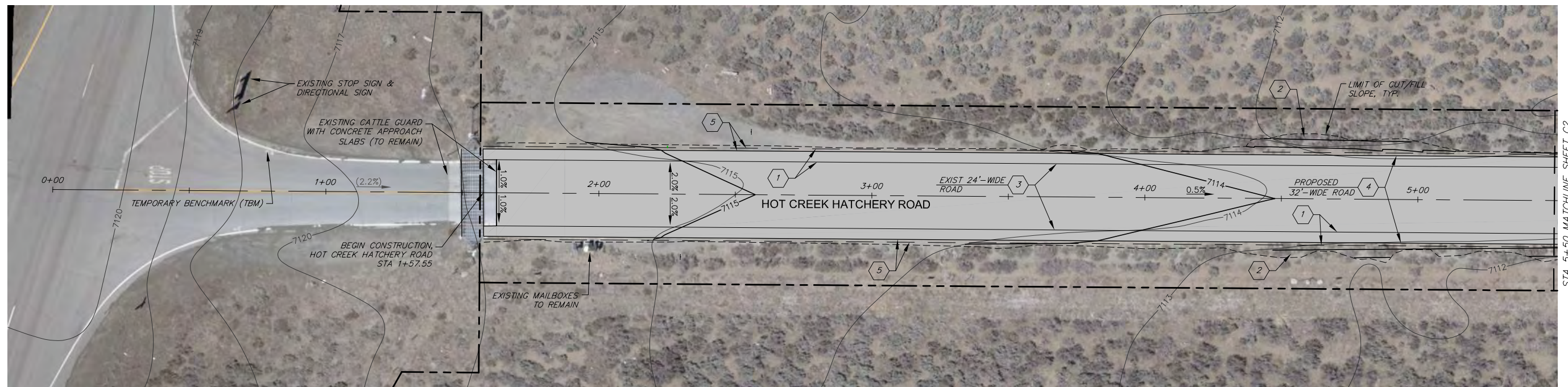
EXP. 6/30/2021

SIGNED:
06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	Revision	
	Date	
Drawing Date: 06/23/2020	Rev.#	
Prepared By: CAS	Checked By: GRH	

AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPS TPL-5947(059)
GENERAL CONSTRUCTION NOTES
& ROAD SECTIONS

SHEET
T2

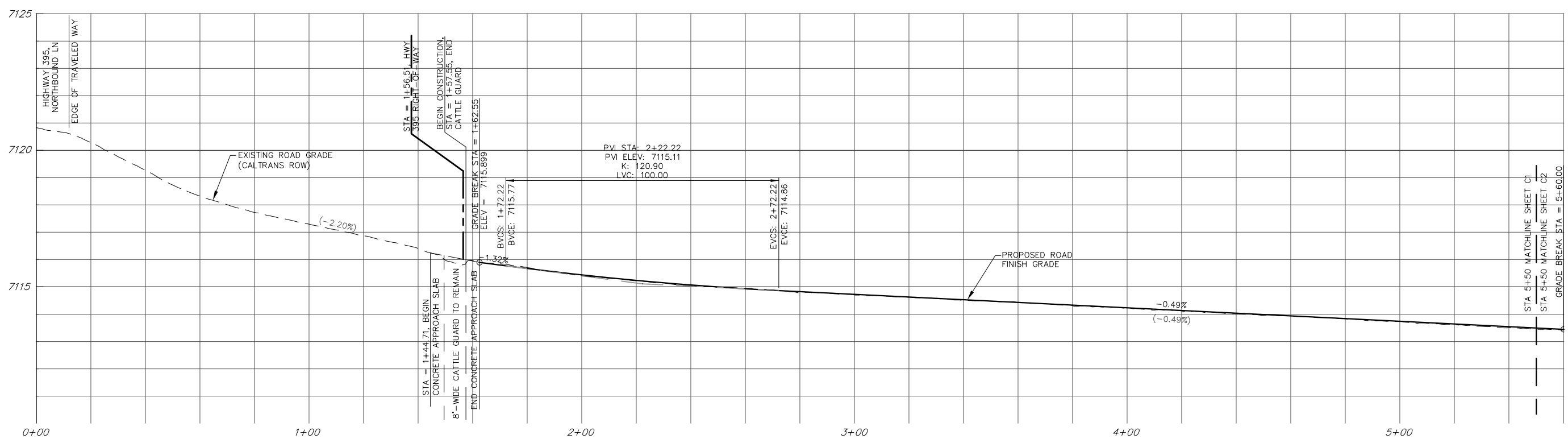
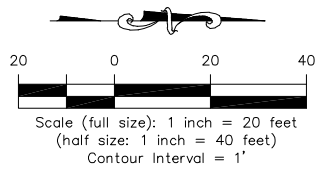


EXP. 6/30/2021
 SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
06/23/2020	
Prepared By: CAS	Checked By: GRH

CONSTRUCTION LEGEND

- CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 5 FEET EACH SIDE OF EXISTING AC ROAD (4 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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- GRIND/PULVERIZE EXISTING ±24'-WIDE ROADBED (DEPTH=7") AND PLACE / COMPACT AC GRINDINGS TO WIDEN THE EXISTING PAVED ROAD SECTION 5 FEET EACH SIDE TO BASE GRADE (4" MINIMUM DEPTH). FINISH GRADE ROAD TO MATCH VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. FINISH GRADING OF ROADWAY TO BASE ELEVATION SHALL INCLUDE ROAD SHOULDER BACKING WIDTH (MINIMUM WIDTH OF FINISH GRADED ROAD = 34 FEET). COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY.
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HOT CREEK HATCHERY ROAD PROFILE - STA 1+62.55 TO STA 5+50

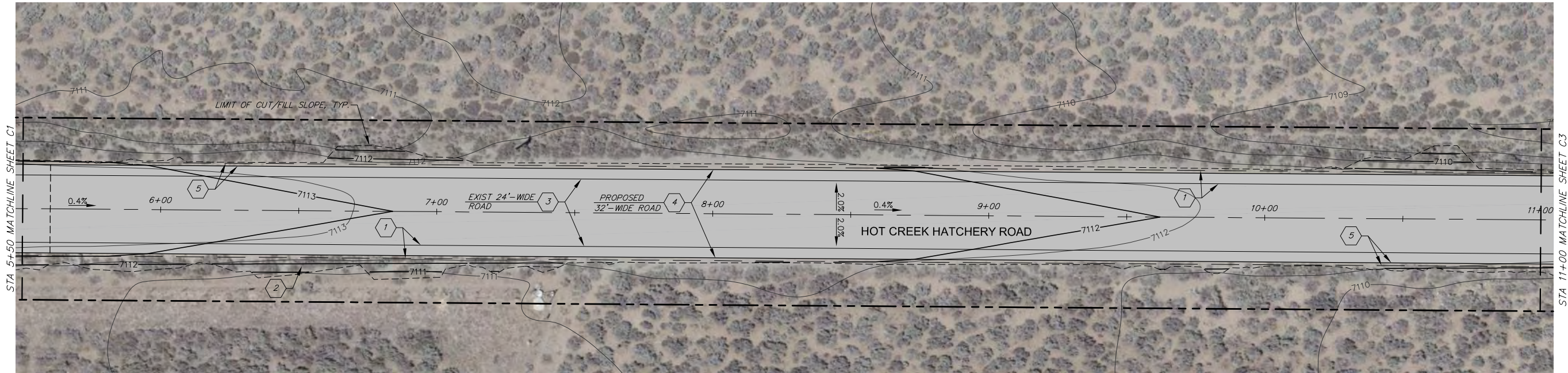
HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'

AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 HOT CREEK HATCHERY ROAD - PLAN AND PROFILE
 STA 1+62.55 TO STA 5+50

SHEET
C1

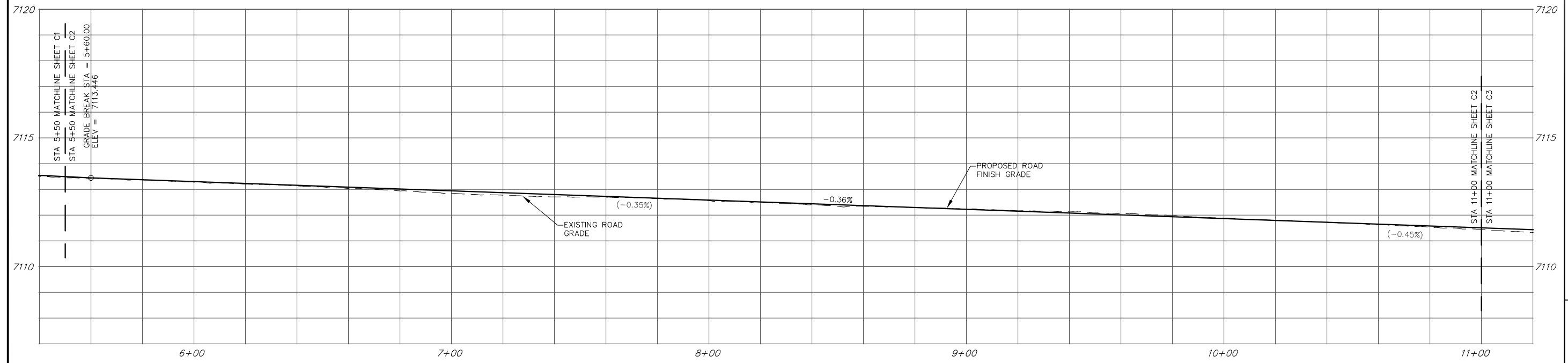
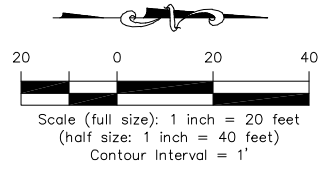


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 SIGNED:
 06/23/2020



CONSTRUCTION LEGEND

1. CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 5 FEET EACH SIDE OF EXISTING AC ROAD (4 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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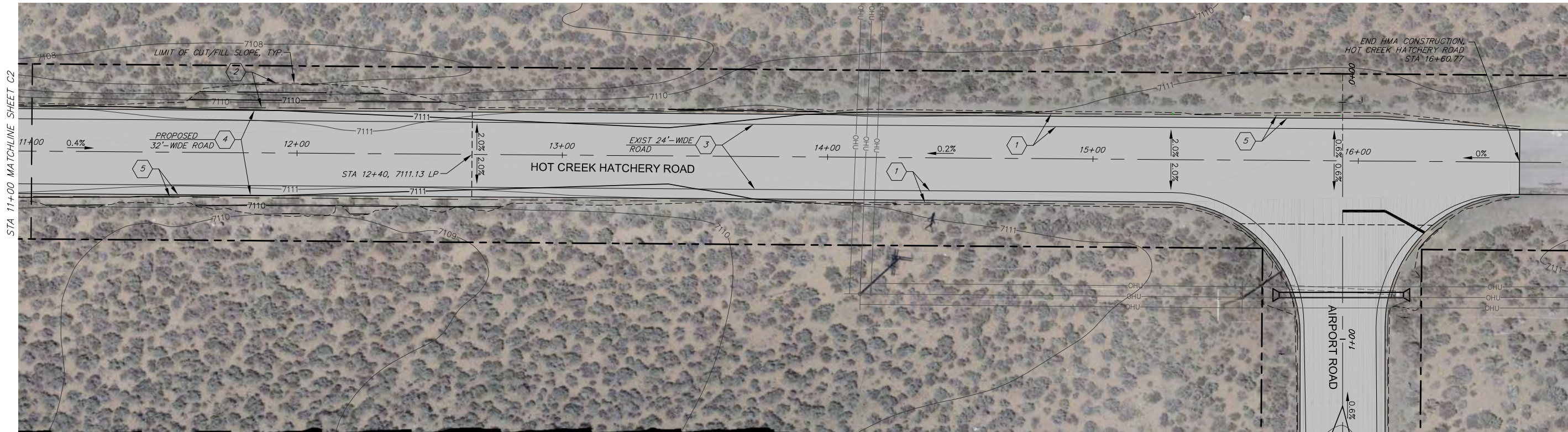
HOT CREEK HATCHERY ROAD PROFILE - STA 5+50 TO STA 11+00

HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
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Prepared By:	CAS
Checked By:	GRH

AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 HOT CREEK HATCHERY ROAD - PLAN AND PROFILE
 STA 5+50 TO STA 11+00

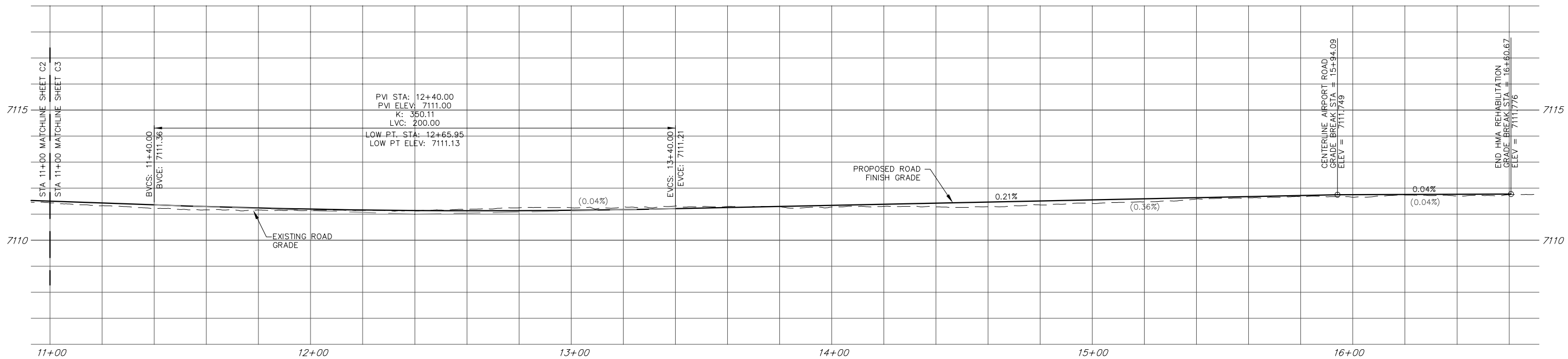
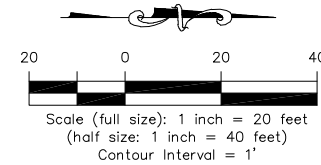
SHEET
C2



SEE AIRPORT ROAD, SHEET C4

CONSTRUCTION LEGEND

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HOT CREEK HATCHERY ROAD PROFILE - STA 11+00 TO STA 16+60.77

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

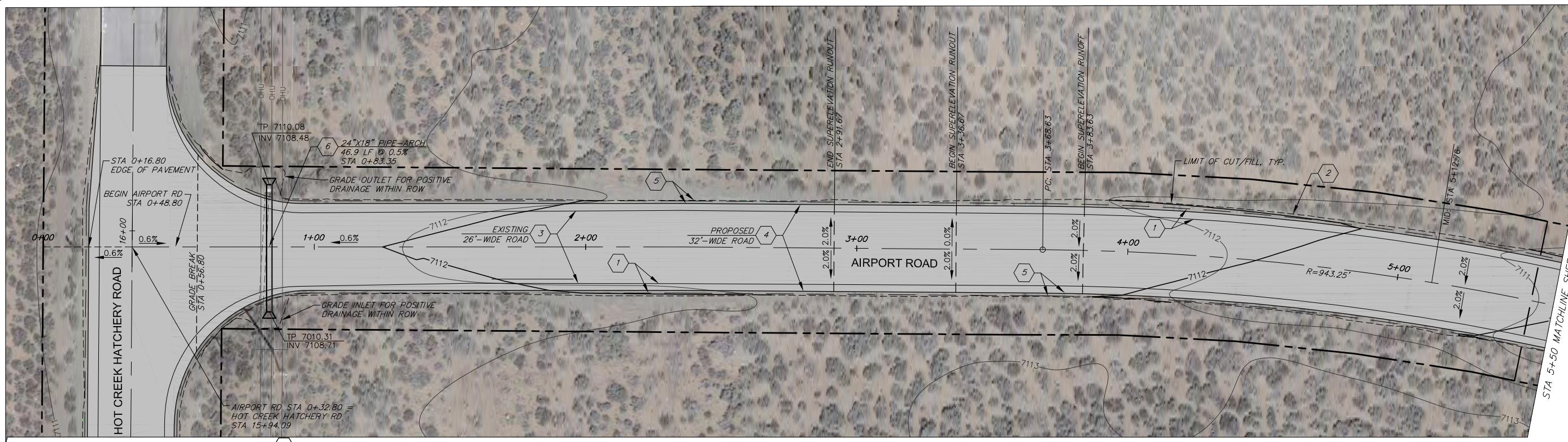


Garrett Ralph Hedges
EXP. 6/30/2021
SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
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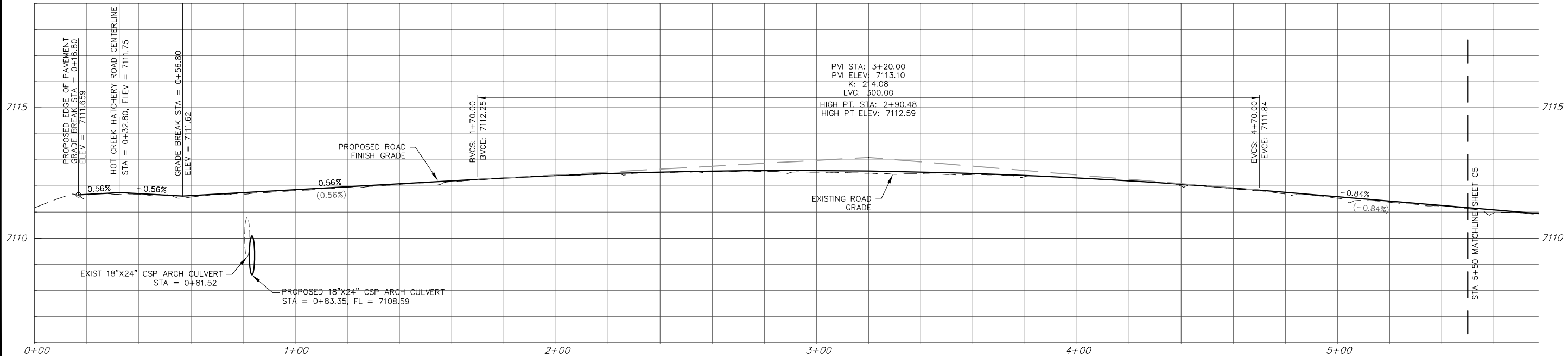
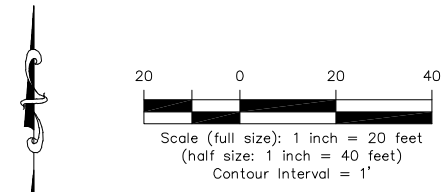
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
HOT CREEK HATCHERY ROAD - PLAN AND PROFILE
STA 11+00 TO STA 16+60.77

SHEET
C3



CONSTRUCTION LEGEND

1. CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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3. GRIND/PULVERIZE EXISTING ±24'-WIDE ROADBED (DEPTH=7") AND PLACE / COMPACT AC GRINDINGS TO WIDEN THE EXISTING PAVED ROAD SECTION 4 FEET EACH SIDE TO BASE GRADE (4" MINIMUM DEPTH). FINISH GRADE ROAD TO MATCH VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. FINISH GRADING OF ROADWAY TO BASE ELEVATION SHALL INCLUDE ROAD SHOULDER BACKING WIDTH (MINIMUM WIDTH OF FINISH GRADED ROAD = 34 FEET). COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY.
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5. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER SHOULDER BACKING DETAILS ON SHEET C17 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING.
6. REMOVE EXISTING 18"x24" CORRUGATED STEEL PIPE (CSP)-ARCH AND BROKEN CONCRETE HEADWALLS. INSTALL NEW 18"x24" CSP-ARCH PER TECHNICAL SPECIFICATIONS, SECTION 66 AND 61 AND PIPE-ARCH TRENCH DETAIL ON SHEET C17. INSTALL END SECTION AT INLET AND OUTLET PER TECHNICAL SPECIFICATIONS, SECTION 42.



AIRPORT ROAD PROFILE - STA 0+32.80 TO STA 5+50

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



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SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
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Prepared By:	Date
CAS	
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GRH	

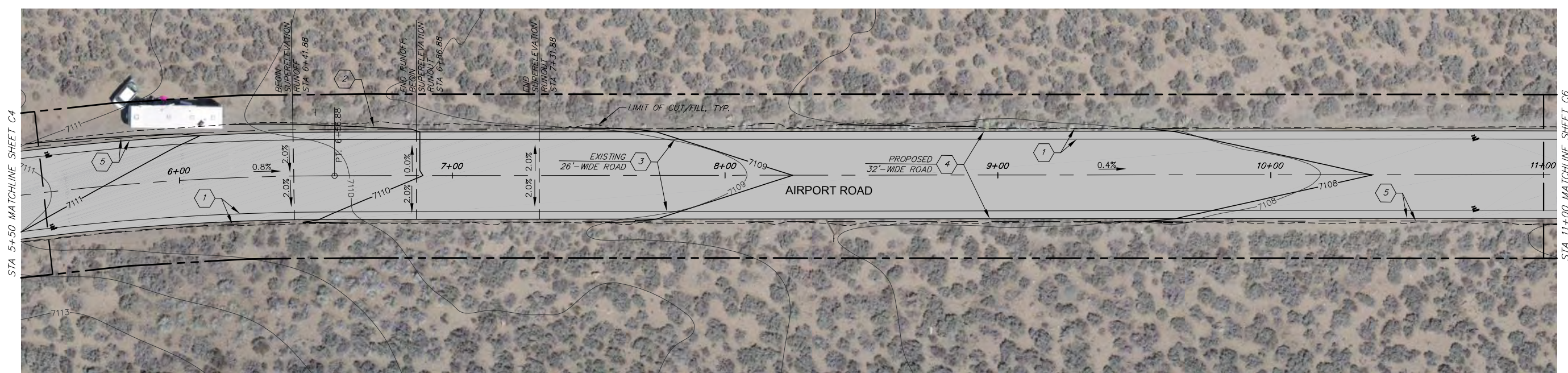
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 0+32.80 TO STA 5+50

SHEET
C4



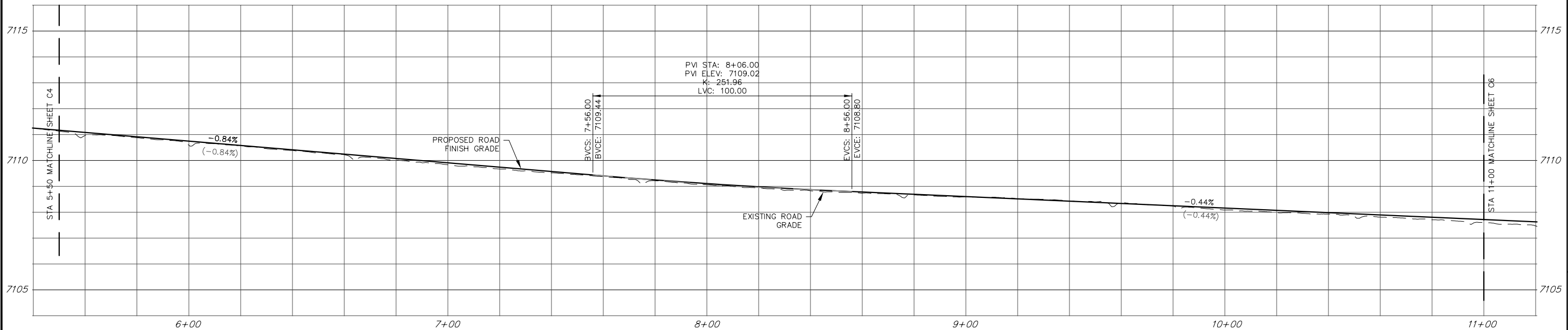
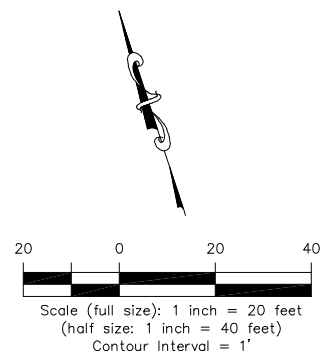
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CONSTRUCTION LEGEND

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AIRPORT ROAD PROFILE - STA 5+50 TO STA 11+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

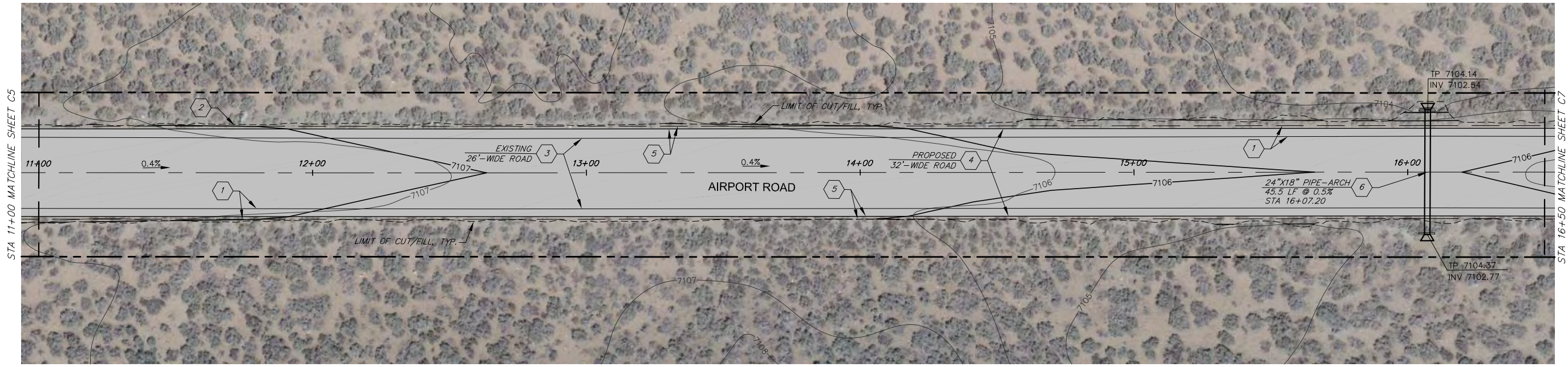
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 06/23/2020	Revision
Prepared By: CAS	Date
Checked By: GRH	Rev.#

AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 5+50 TO STA 11+00

SHEET
C5

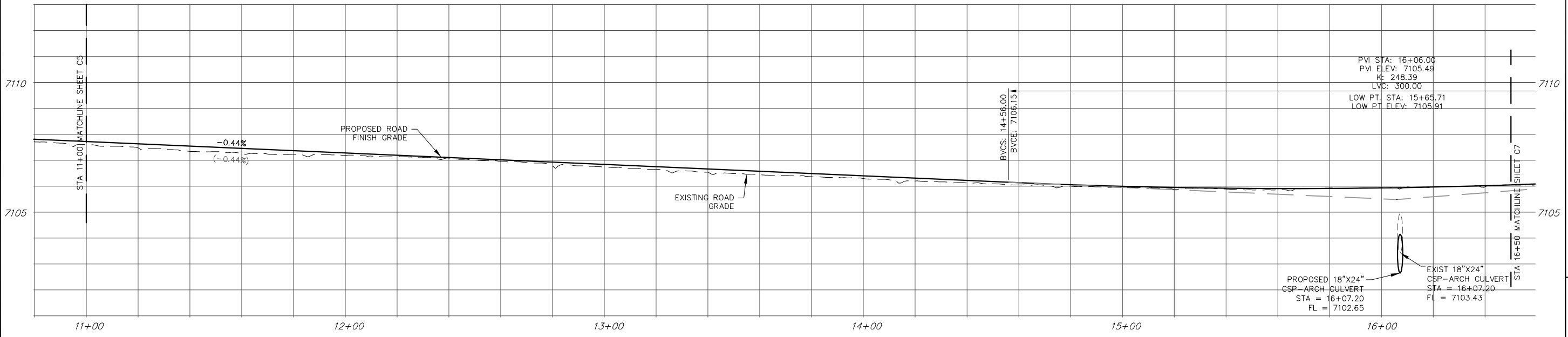
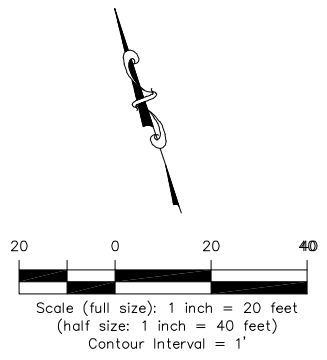


EXP. 6/30/2021
 SIGNED: 06/23/2020



CONSTRUCTION LEGEND

1. CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING ROAD AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
2. PLACE AND COMPACT ROAD EMBANKMENT AS NECESSARY TO WIDEN THE EXISTING ROAD SECTION PER TECHNICAL SPECIFICATIONS, SECTION 19; FILL SLOPES SHALL NOT EXCEED 3:1, HORIZONTAL TO VERTICAL. COMPETENT NATIVE ROAD EXCAVATION SHALL BE USED FOR ROAD FILL OUTSIDE THE PAVEMENT ENVELOPE, AS AVAILABLE. AC GRINDINGS MAY BE USED WITH ENGINEER'S PERMISSION.
3. GRIND/PULVERIZE EXISTING ±24'-WIDE ROADBED (DEPTH=7") AND PLACE / COMPACT AC GRINDINGS TO WIDEN THE EXISTING PAVED ROAD SECTION 4 FEET EACH SIDE TO BASE GRADE (4" MINIMUM DEPTH). FINISH GRADE ROAD TO MATCH VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. FINISH GRADING OF ROADWAY TO BASE ELEVATION SHALL INCLUDE ROAD SHOULDER BACKING WIDTH (MINIMUM WIDTH OF FINISH GRADED ROAD = 34 FEET). COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY.
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5. PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER SHOULDER BACKING DETAILS ON SHEET C17 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING.
6. REMOVE EXISTING 18"x24" CORRUGATED STEEL PIPE (CSP)-ARCH AND BROKEN CONCRETE HEADWALLS. INSTALL NEW 18"x24" CSP-ARCH PER TECHNICAL SPECIFICATIONS, SECTION 66 AND 61 AND PIPE-ARCH TRENCH DETAIL ON SHEET C17. INSTALL END SECTION AT INLET AND OUTLET PER TECHNICAL SPECIFICATIONS, SECTION 42.



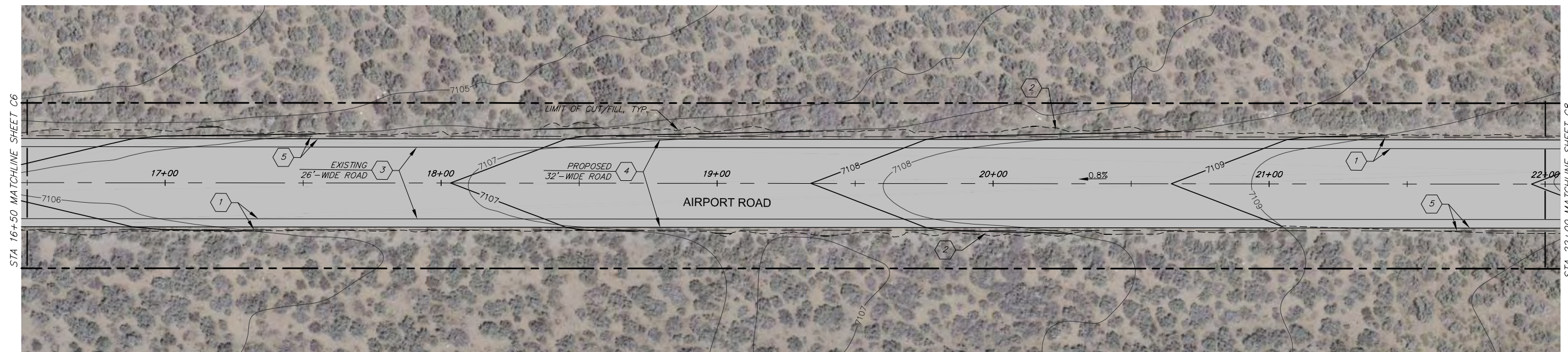
AIRPORT ROAD PROFILE - STA 11+00 TO STA 16+50

HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
Date	Date
06/23/2020	CAS
Prepared By:	GRH
Checked By:	

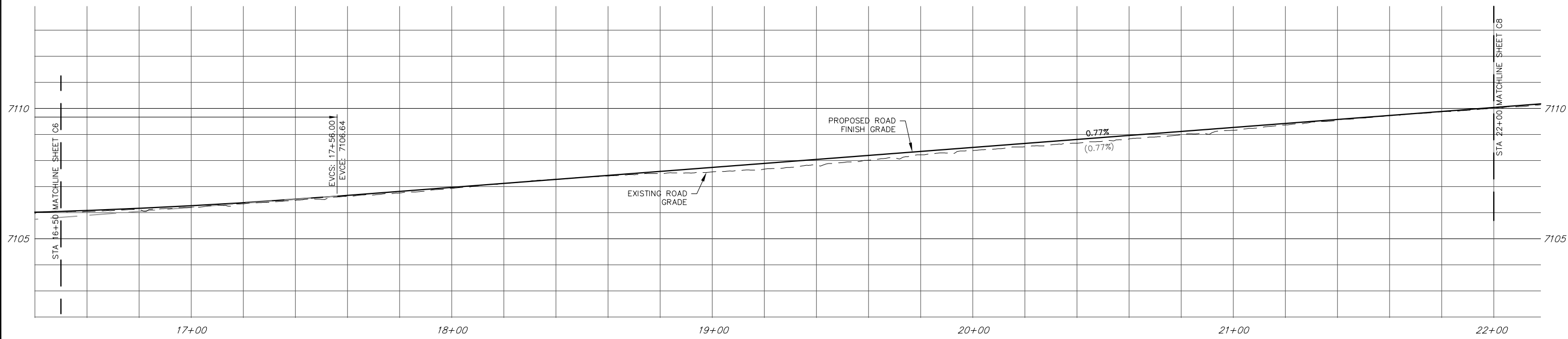
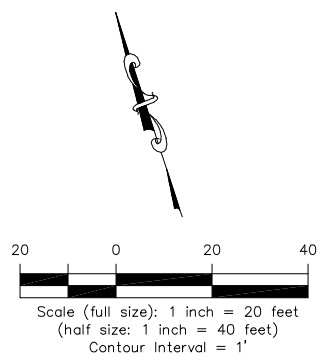
AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 AIRPORT ROAD - PLAN AND PROFILE
 STA 11+00 TO STA 16+50

SHEET
C6



CONSTRUCTION LEGEND

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AIRPORT ROAD PROFILE - STA 16+50 TO STA 22+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



EXP. 6/30/2021
SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
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Prepared By: CAS	Checked By: GRH
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AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 16+50 TO STA 22+00

SHEET
C7



Janet Ridgway

EXP. 6/30/2021

SIGNED:
06/23/2020

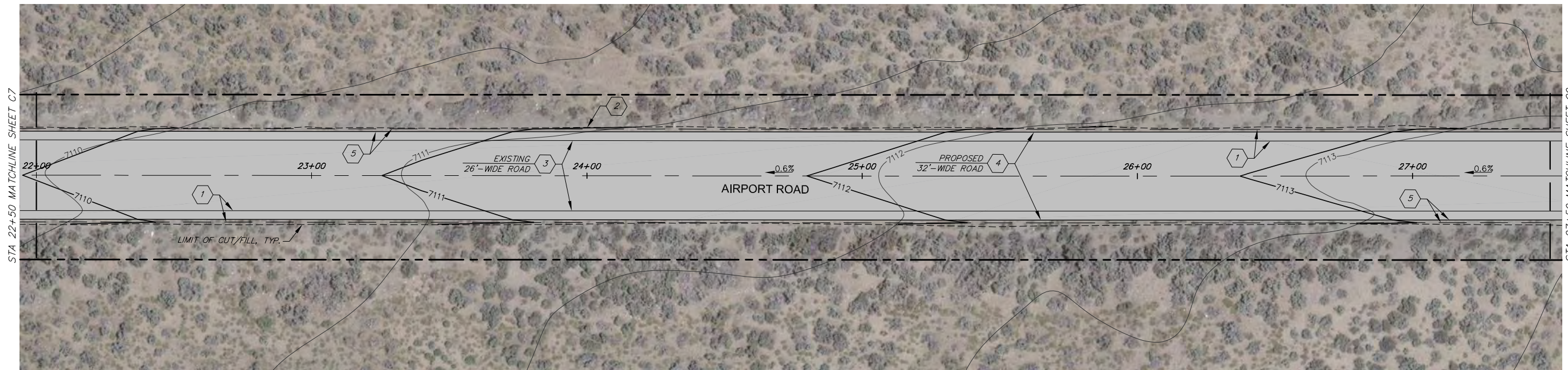
MONO COUNTY PUBLIC WORKS DEPARTMENT

Rev.#	Date	Revision
06/23/2020	CAS	
	GRH	

AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)

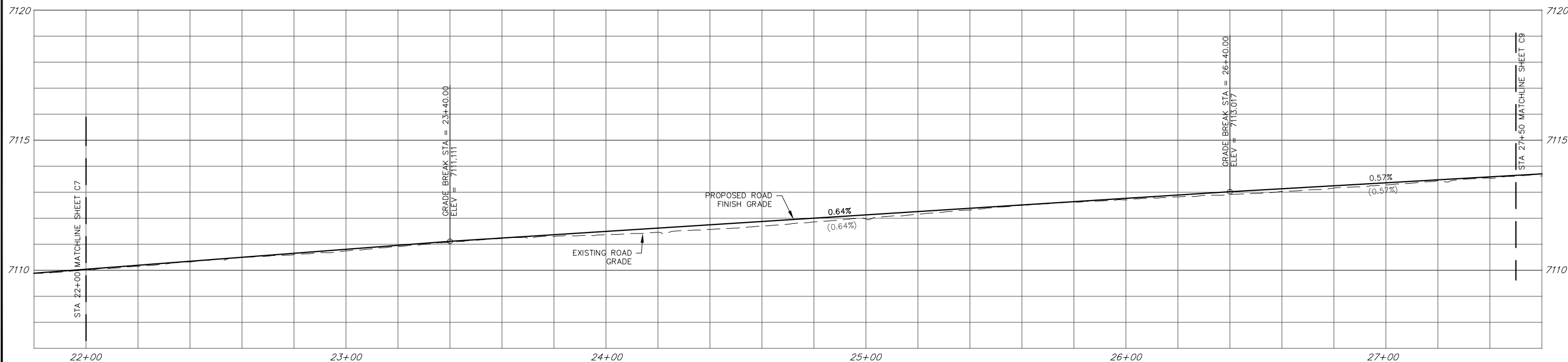
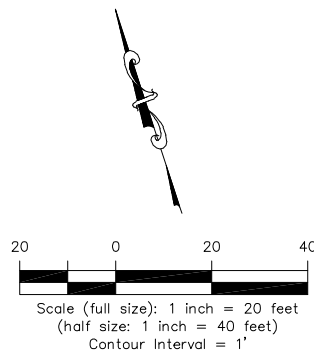
AIRPORT ROAD - PLAN AND PROFILE
STA 22+00 TO STA 27+50

SHEET
C8



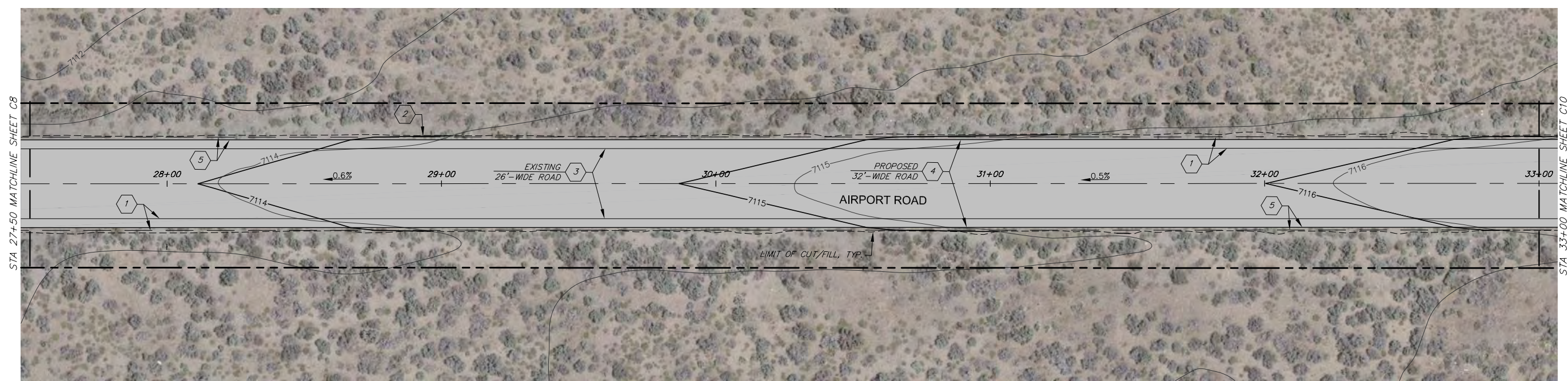
CONSTRUCTION LEGEND

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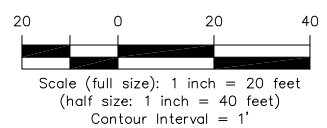
AIRPORT ROAD PROFILE - STA 22+00 TO STA 27+50

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



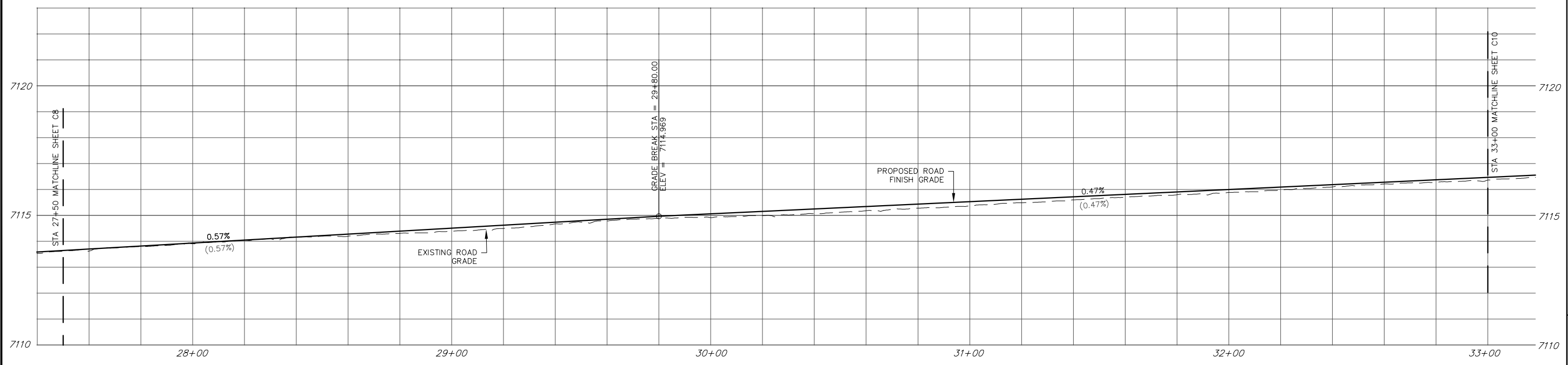
STA 27+50 MATCHLINE SHEET C8

STA 33+00 MATCHLINE SHEET C10



CONSTRUCTION LEGEND

1. CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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AIRPORT ROAD PROFILE - STA 27+50 TO STA 33+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



EXP. 6/30/2021
SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
06/23/2020	
06/23/2020	

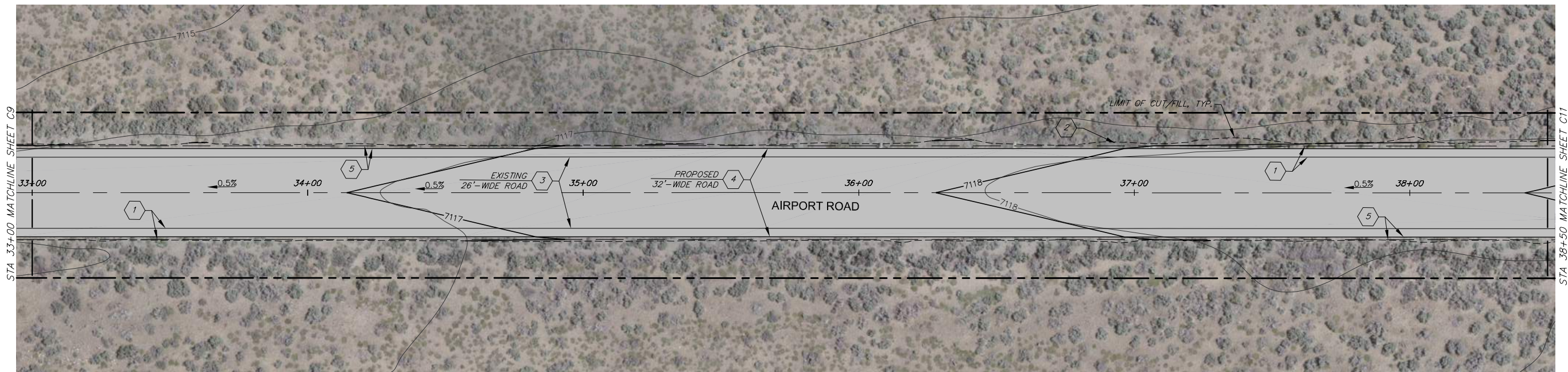
Drawing Date: 06/23/2020
Prepared By: CAS
Checked By: GRH

AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RpSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 27+50 TO STA 33+00

SHEET
C9

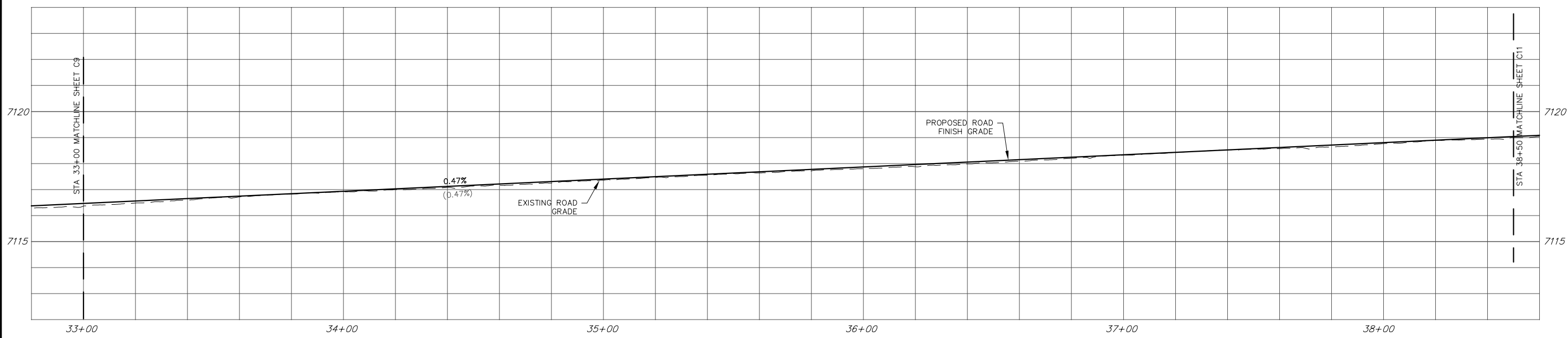
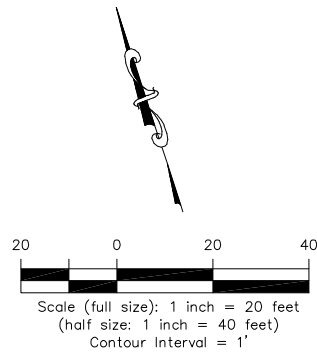


Garrett Ralph
 EXP. 6/30/2021
 SIGNED: 06/23/2020



CONSTRUCTION LEGEND

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AIRPORT ROAD PROFILE - STA 33+00 TO STA 38+50

HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date

Drawing Date: 06/23/2020
 Prepared By: CAS
 Checked By: GRH

AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 AIRPORT ROAD - PLAN AND PROFILE
 STA 33+00 TO STA 38+50

SHEET
C10



Garrett Ralph
 EXP. 6/30/2021
 SIGNED: 06/23/2020

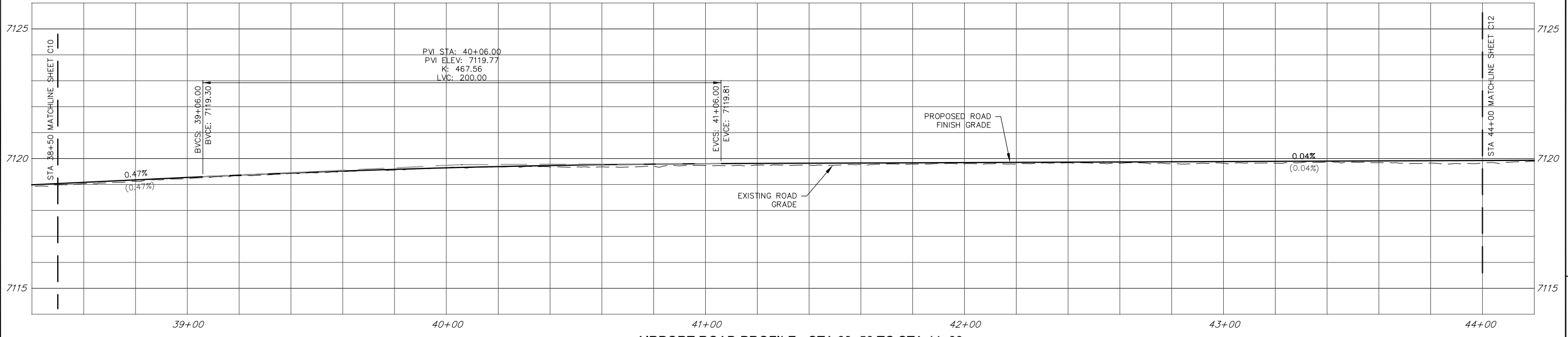
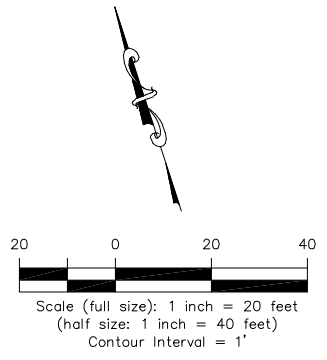
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
06/23/2020	
Prepared By: CAS	Checked By: GRH

AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 AIRPORT ROAD - PLAN AND PROFILE
 STA 38+50 TO STA 44+00

SHEET
C11

CONSTRUCTION LEGEND

- CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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AIRPORT ROAD PROFILE - STA 38+50 TO STA 44+00
 HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'



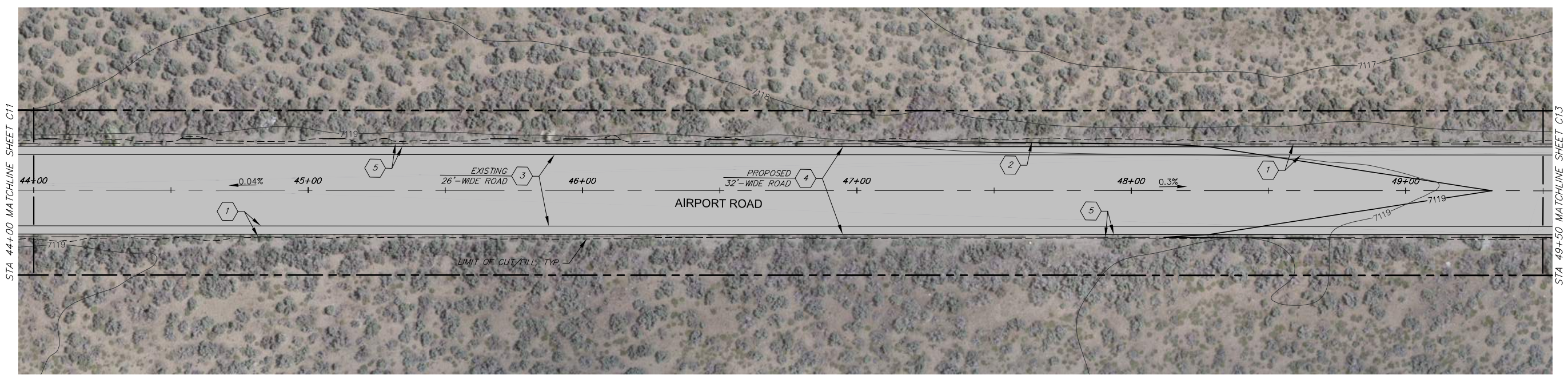
Garrett Ralph Ingle

EXP. 6/30/2021
SIGNED: 06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Date
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Prepared By: CAS	Checked By: GRH

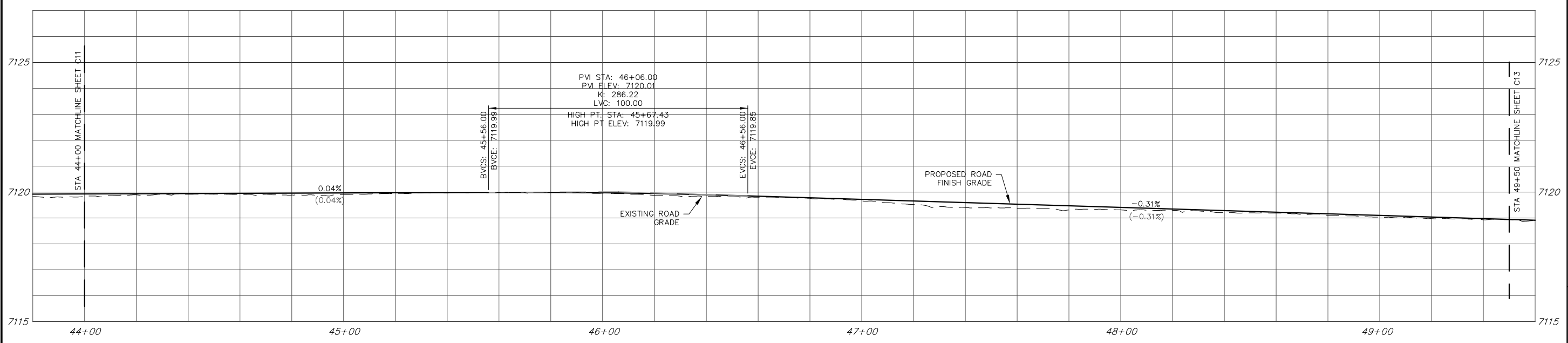
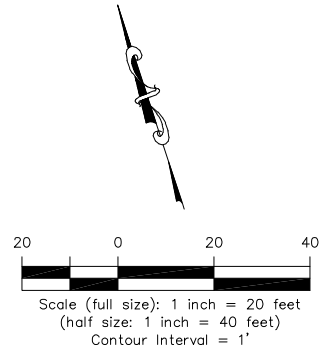
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 44+00 TO STA 49+50

SHEET
C12



CONSTRUCTION LEGEND

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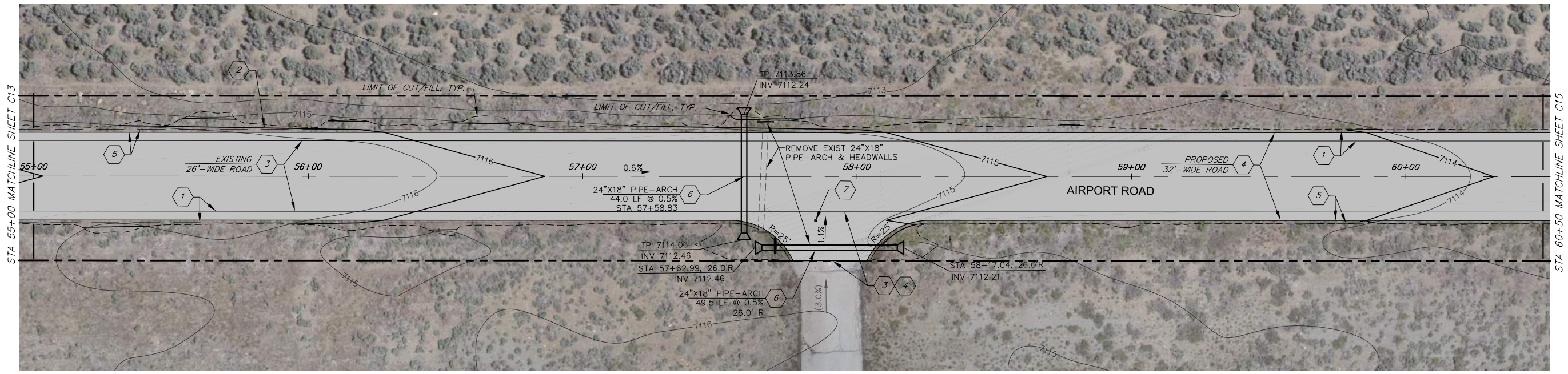


AIRPORT ROAD PROFILE - STA 44+00 TO STA 49+50

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

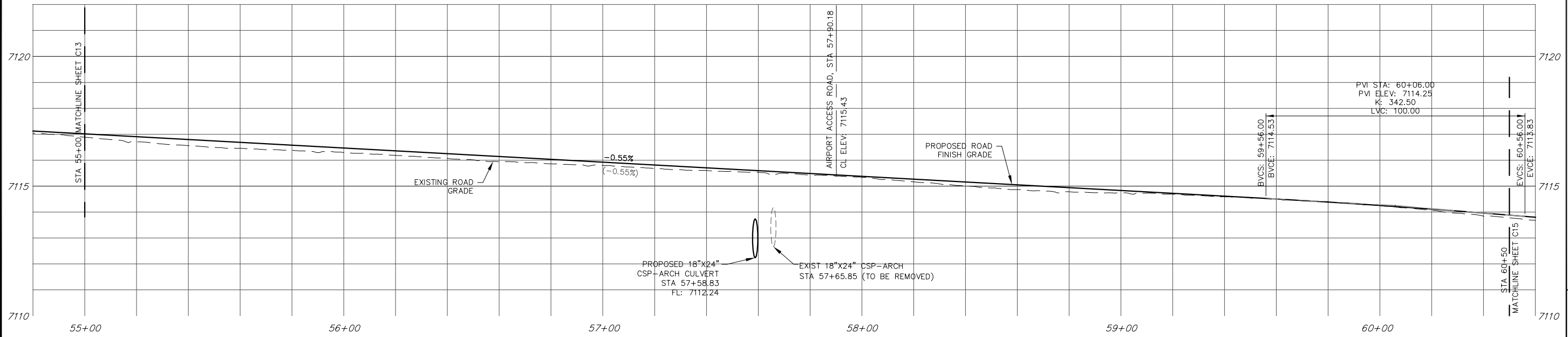
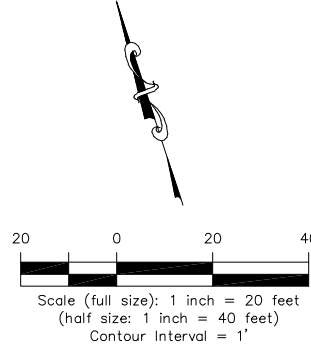


Garrett Ralph
 EXP. 6/30/2021
 SIGNED: 06/23/2020



CONSTRUCTION LEGEND

- CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
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- GRIND/PULVERIZE EXISTING ±24'-WIDE ROADBED (DEPTH=7") AND PLACE / COMPACT AC GRINDINGS TO WIDEN THE EXISTING PAVED ROAD SECTION 4 FEET EACH SIDE TO BASE GRADE (4" MINIMUM DEPTH). FINISH GRADE ROAD TO MATCH VERTICAL ALIGNMENT PER TECHNICAL SPECIFICATIONS, SECTION 22 AND 30. FINISH GRADING OF ROADWAY TO BASE ELEVATION SHALL INCLUDE ROAD SHOULDER BACKING WIDTH (MINIMUM WIDTH OF FINISH GRADED ROAD = 34 FEET). COMPACT ASPHALT GRINDINGS TO 95% OF MAXIMUM DENSITY.
- PLACE AND COMPACT 3" OF HOT MIX ASPHALT PER PLAN, TYPICAL ROAD SECTION ON SHEET T2, AND TECHNICAL SPECIFICATIONS, SECTION 39; PAVED ROAD WIDTH = 32 FEET. CONSTRUCT HMA EDGE TREATMENT PER DETAILS ON SHEET C17 AND CALTRANS STANDARD PLAN P76.
- PLACE AND COMPACT SHOULDER BACKING ALONG EDGE OF NEW ASPHALT CONCRETE PER SHOULDER BACKING DETAILS ON SHEET C17 AND TECHNICAL SPECIFICATIONS, SECTION 19. ASPHALT GRINDINGS MAY BE USED FOR SHOULDER BACKING.
- REMOVE EXISTING 18"x24" CORRUGATED STEEL PIPES (CSP)-ARCH AND BROKEN CONCRETE HEADWALLS. INSTALL NEW 18"x24" CSP-ARCH PER TECHNICAL SPECIFICATIONS, SECTION 66 AND 61 AND PIPE-ARCH TRENCH DETAIL ON SHEET C17. INSTALL END SECTION AT INLET AND OUTLET PER TECHNICAL SPECIFICATIONS, SECTION 42.
- REPLACE EXISTING SURVEY MONUMENT PER TECHNICAL SPECIFICATIONS SECTION 78.



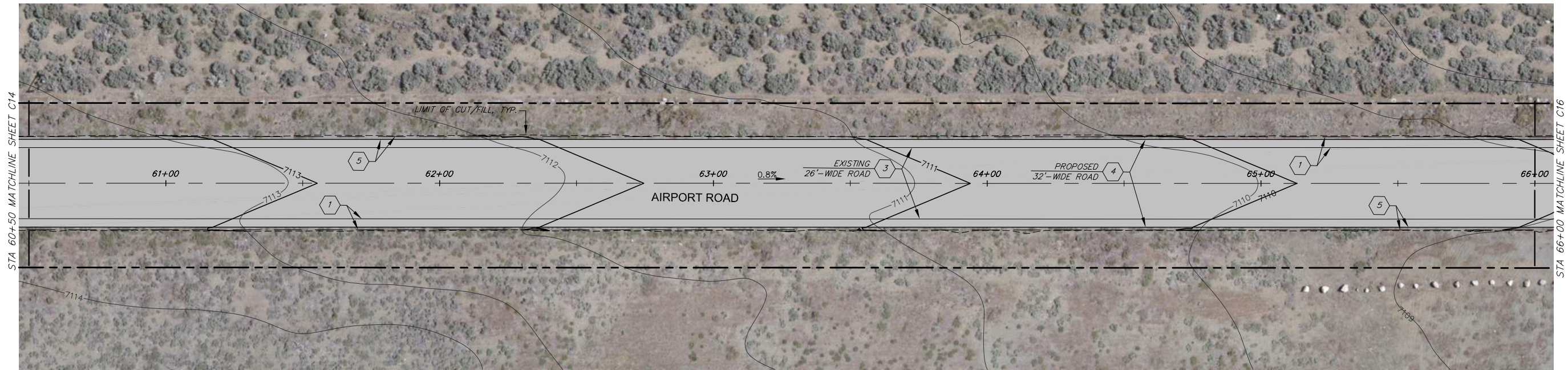
AIRPORT ROAD PROFILE - STA 55+00 TO STA 60+50

HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: 1"=2'

MONO COUNTY PUBLIC WORKS DEPARTMENT	
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Prepared By: CAS	Checked By: GRH

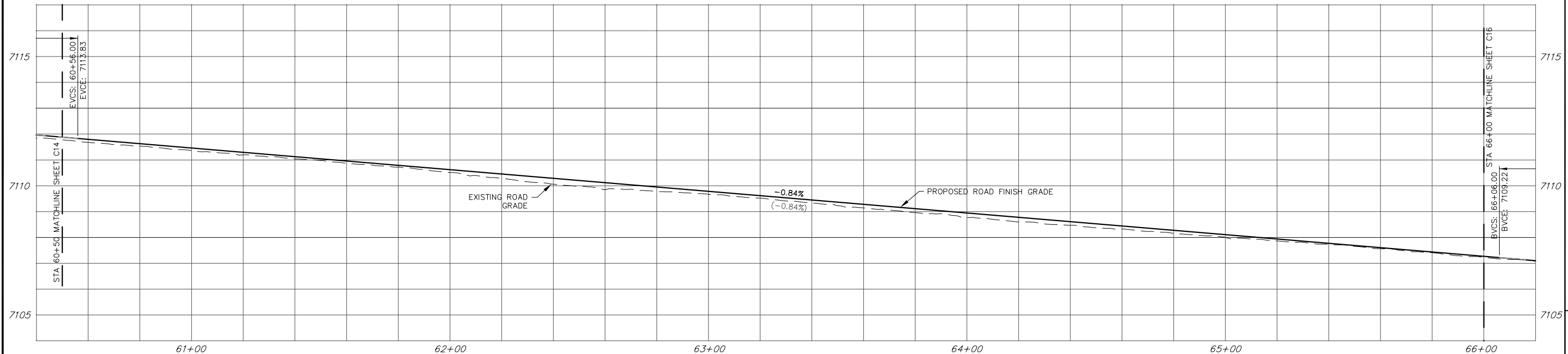
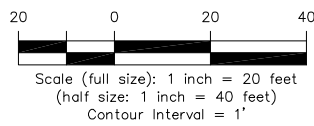
AIRPORT ROAD REHABILITATION PROJECT
 FEDERAL PROJECT NO. RPSTPL-5947(059)
 AIRPORT ROAD - PLAN AND PROFILE
 STA 55+00 TO STA 60+50

SHEET
C14



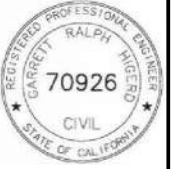
CONSTRUCTION LEGEND

1. CLEAR AND GRUB EXISTING VEGETATION ADJACENT TO EXISTING ROADWAY WITHIN PROPOSED ROAD WIDENING AREA INCLUDING PROPOSED ROAD SHOULDERS AND EXCAVATION / EMBANKMENT SLOPES. EXCAVATE 4 FEET EACH SIDE OF EXISTING AC (3 FOOT ROAD WIDENING & SHOULDER) TO PROPOSED FINISH SUBGRADE ELEVATION; SCARIFY SUBGRADE 12" MINIMUM AND COMPACT TO 95% OF MAXIMUM DRY DENSITY.
2. PLACE AND COMPACT ROAD EMBANKMENT AS NECESSARY TO WIDEN THE EXISTING ROAD SECTION PER TECHNICAL SPECIFICATIONS, SECTION 19; FILL SLOPES SHALL NOT EXCEED 3:1, HORIZONTAL TO VERTICAL. COMPETENT NATIVE ROAD EXCAVATION SHALL BE USED FOR ROAD FILL OUTSIDE THE PAVEMENT ENVELOPE, AS AVAILABLE. AC GRINDINGS MAY BE USED WITH ENGINEER'S PERMISSION.
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AIRPORT ROAD PROFILE - STA 60+50 TO STA 66+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

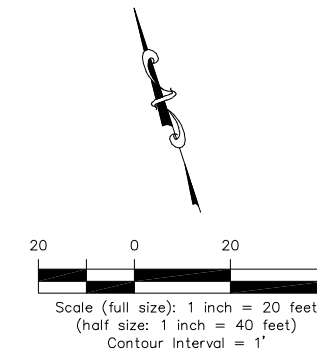
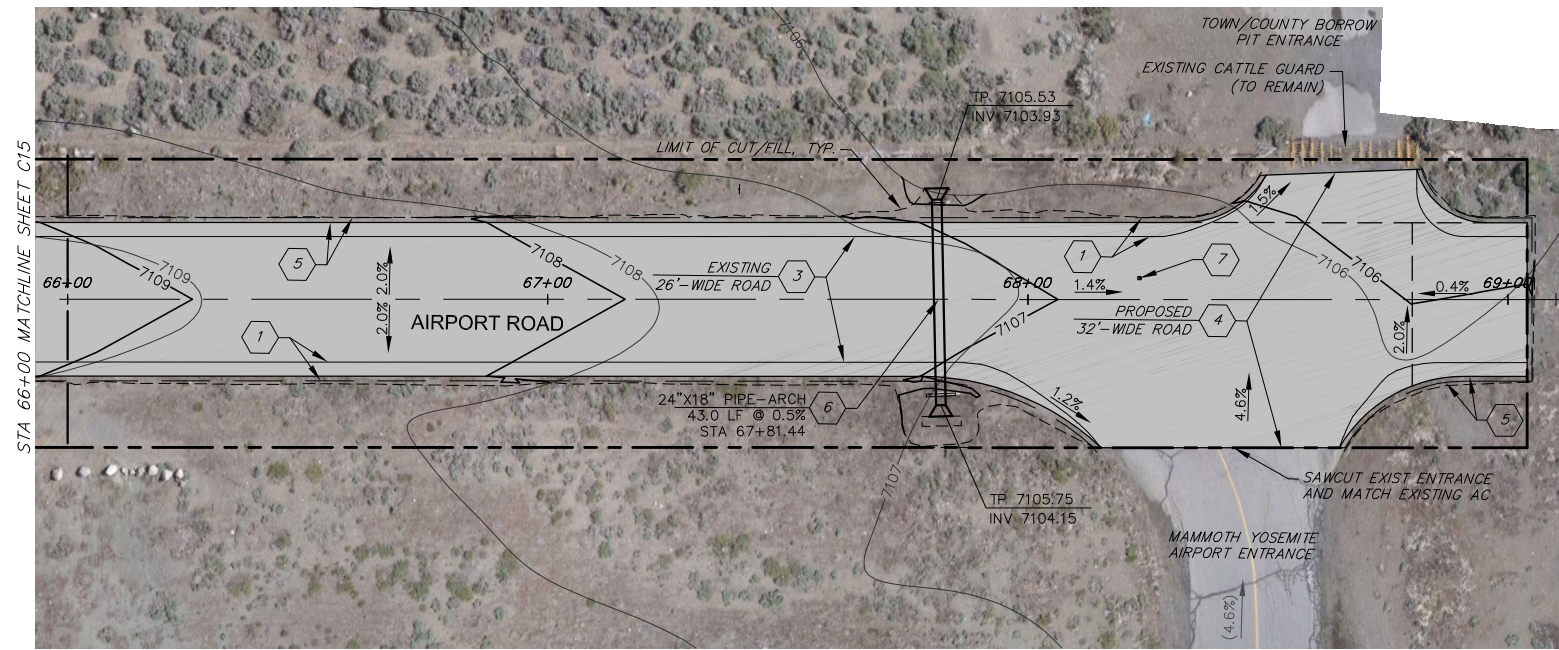


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EXP. 6/30/2021

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev.#	Revision
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06/23/2020	06/23/2020
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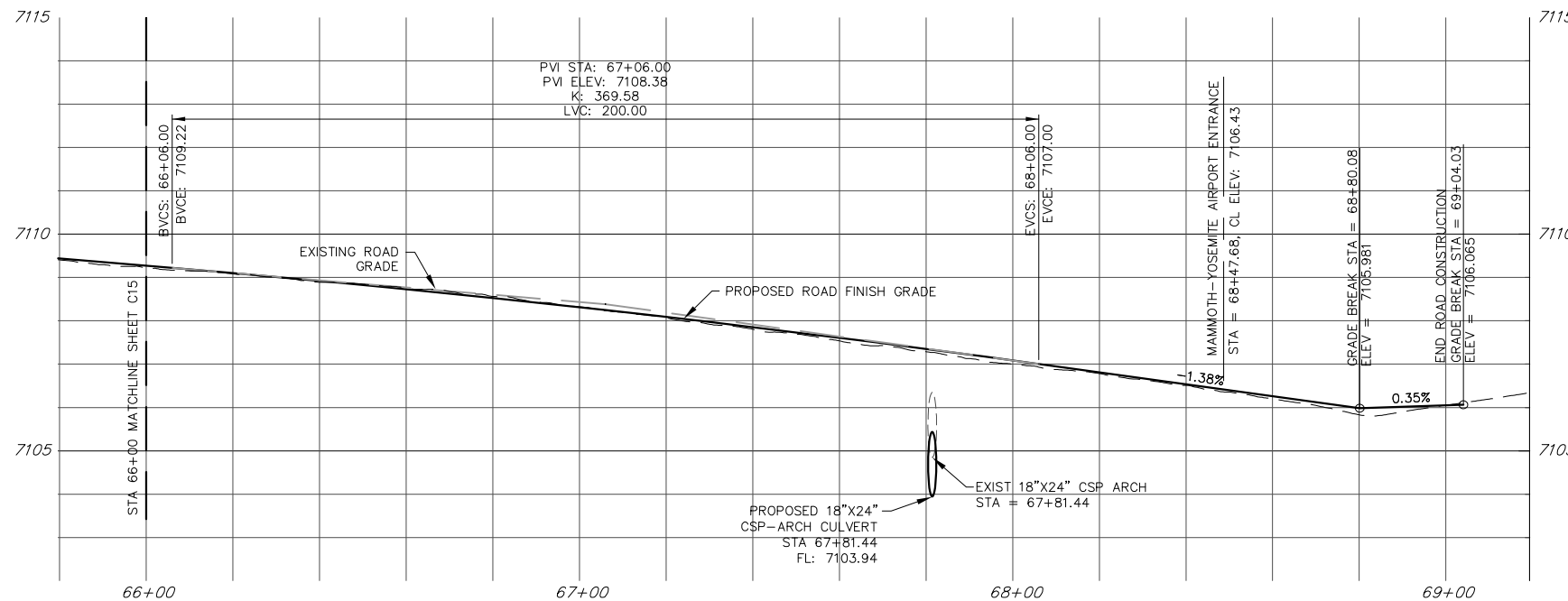
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 60+50 TO STA 66+00

SHEET
C15



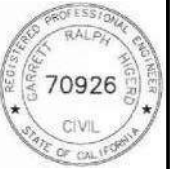
CONSTRUCTION LEGEND

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- PLACE AND COMPACT ROAD EMBANKMENT AS NECESSARY TO WIDEN THE EXISTING ROAD SECTION PER TECHNICAL SPECIFICATIONS, SECTION 19; FILL SLOPES SHALL NOT EXCEED 3:1, HORIZONTAL TO VERTICAL. COMPETENT NATIVE ROAD EXCAVATION SHALL BE USED FOR ROAD FILL OUTSIDE THE PAVEMENT ENVELOPE, AS AVAILABLE. AC GRINDINGS MAY BE USED WITH ENGINEER'S PERMISSION.
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- REPLACE EXISTING SURVEY MONUMENT PER TECHNICAL SPECIFICATIONS SECTION 78.



AIRPORT ROAD PROFILE - STA 66+00 TO STA 69+04.03

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

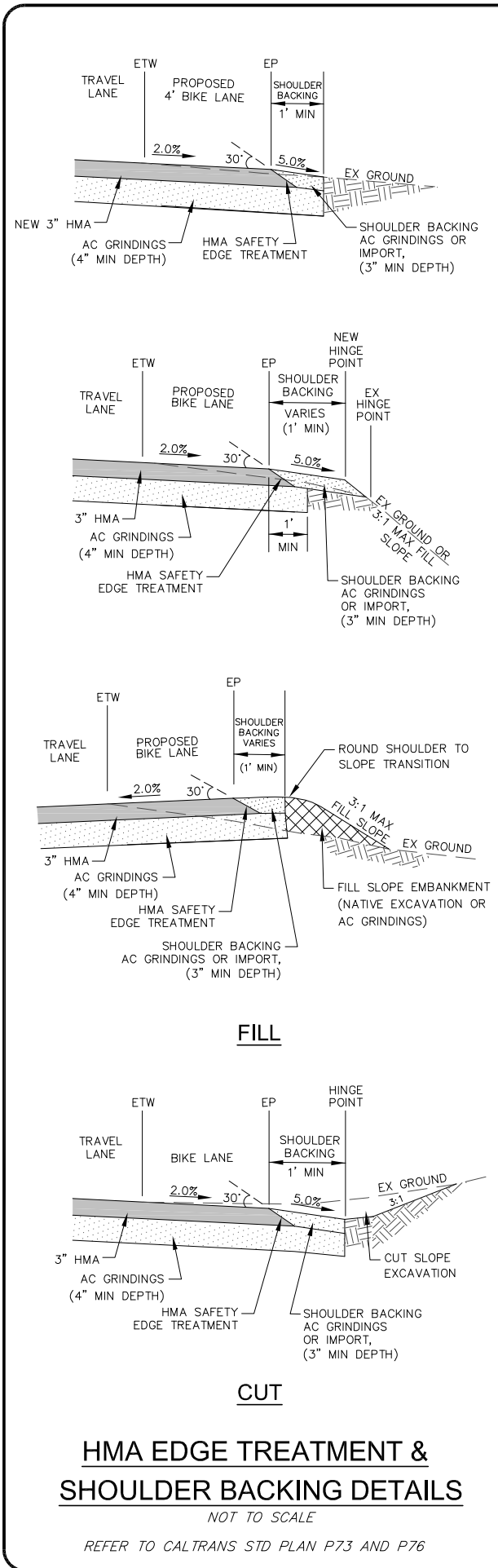


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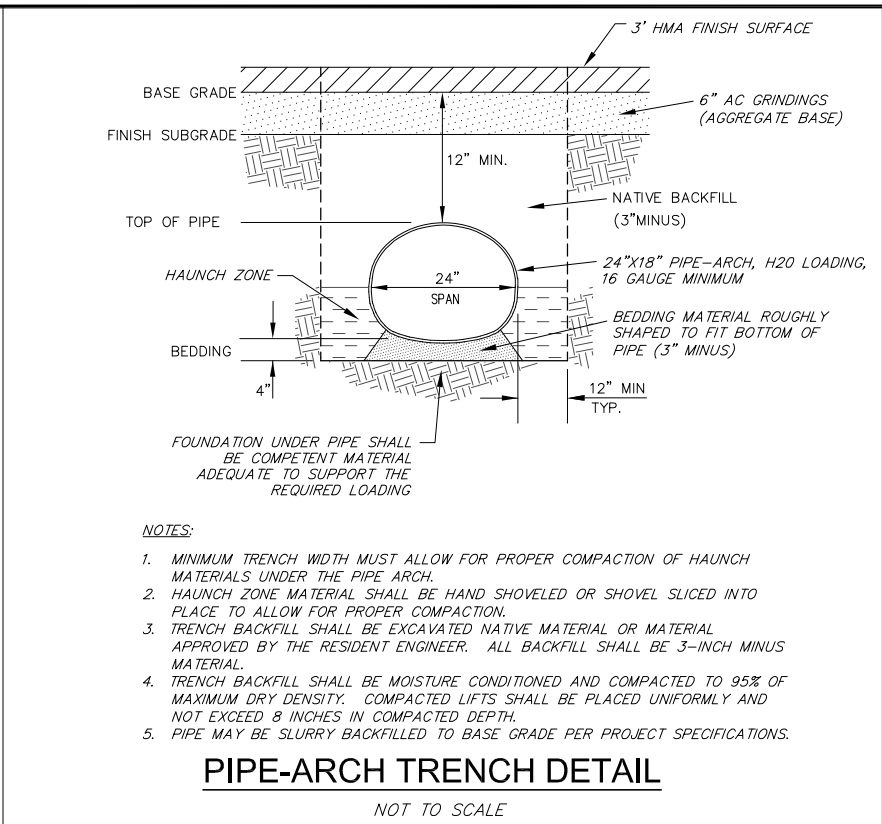
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - PLAN AND PROFILE
STA 66+00 TO STA 69+04.03

SHEET
C16



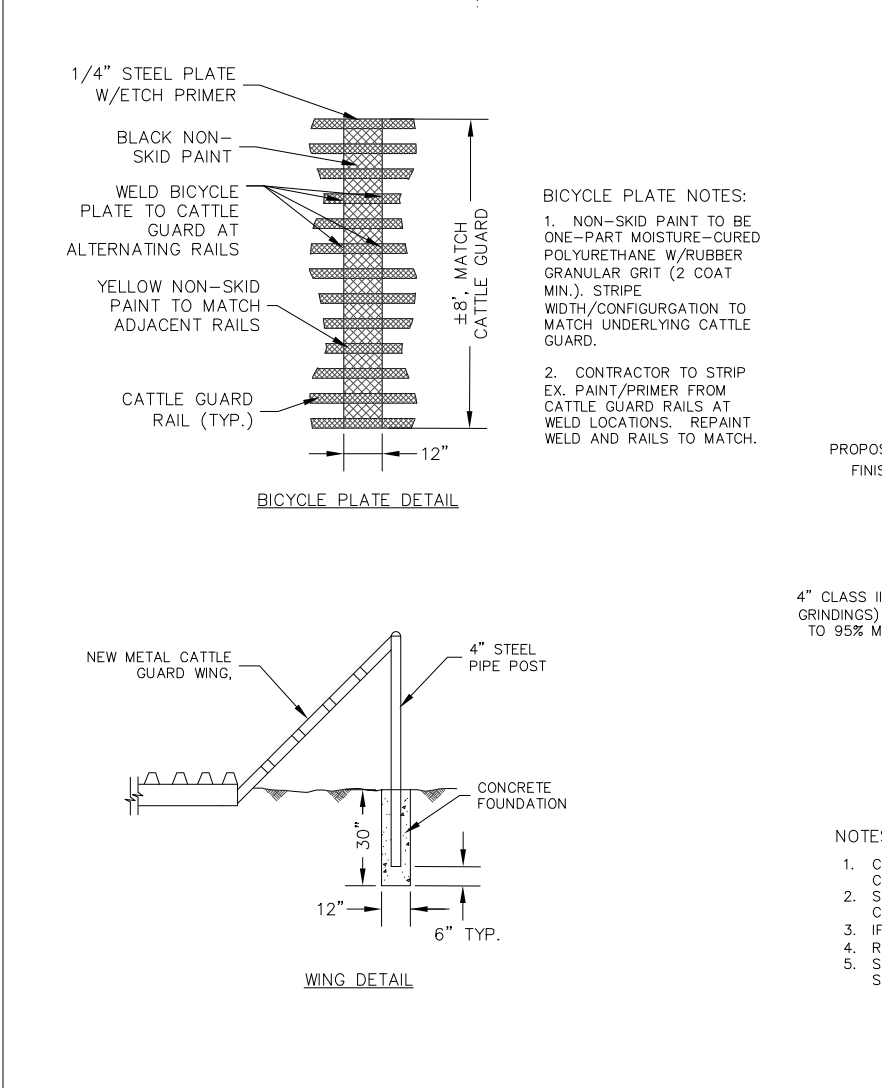
HMA EDGE TREATMENT & SHOULDER BACKING DETAILS
NOT TO SCALE

REFER TO CALTRANS STD PLAN P73 AND P76

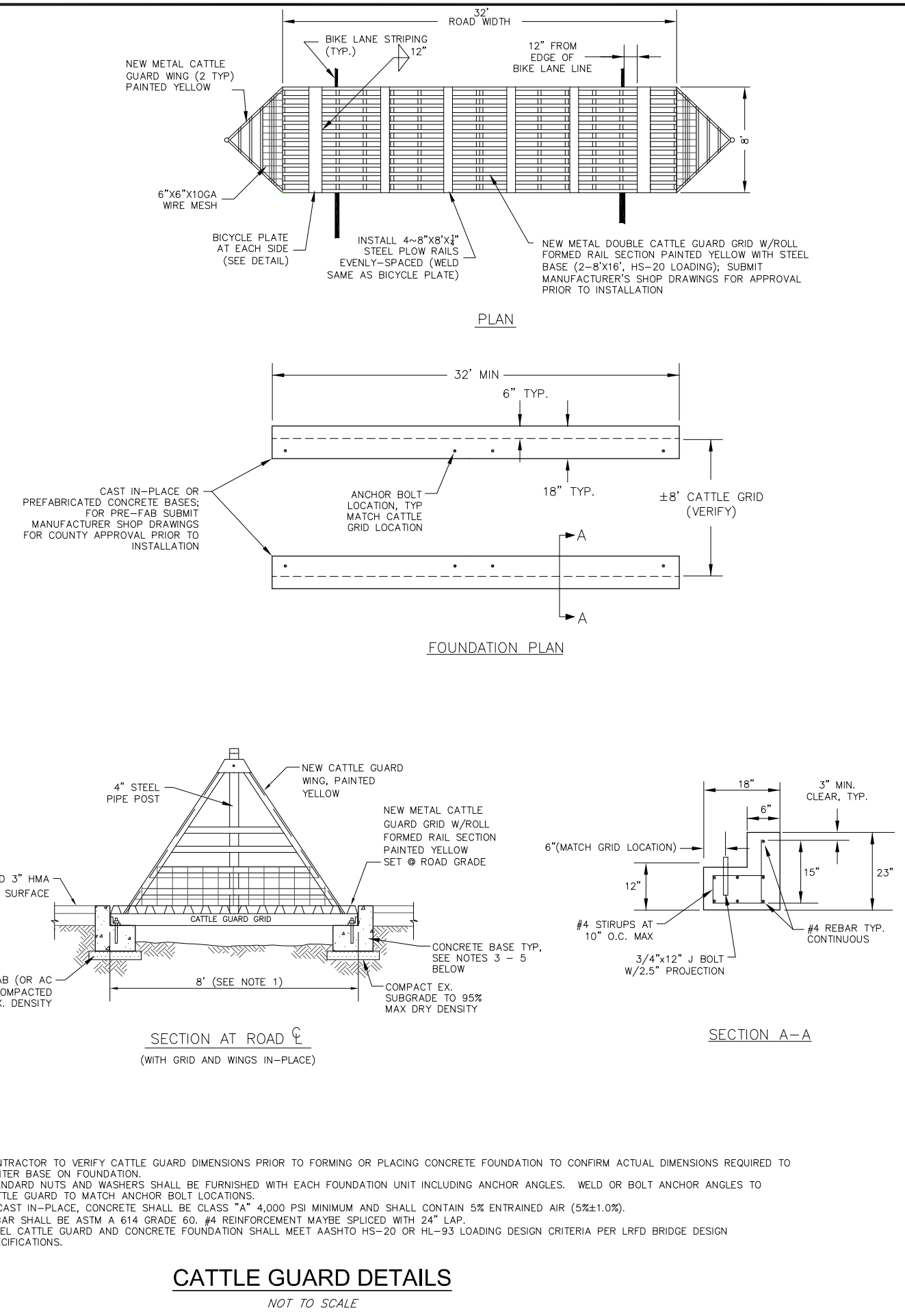


PIPE-ARCH TRENCH DETAIL
NOT TO SCALE

- NOTES:**
1. MINIMUM TRENCH WIDTH MUST ALLOW FOR PROPER COMPACTION OF HAUNCH MATERIALS UNDER THE PIPE ARCH.
 2. HAUNCH ZONE MATERIAL SHALL BE HAND SHOVELED OR SHOVEL SLICED INTO PLACE TO ALLOW FOR PROPER COMPACTION.
 3. TRENCH BACKFILL SHALL BE EXCAVATED NATIVE MATERIAL OR MATERIAL APPROVED BY THE RESIDENT ENGINEER. ALL BACKFILL SHALL BE 3-INCH MINUS MATERIAL.
 4. TRENCH BACKFILL SHALL BE MOISTURE CONDITIONED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY. COMPACTED LIFTS SHALL BE PLACED UNIFORMLY AND NOT EXCEED 8 INCHES IN COMPACTED DEPTH.
 5. PIPE MAY BE SLURRY BACKFILLED TO BASE GRADE PER PROJECT SPECIFICATIONS.



- BICYCLE PLATE NOTES:**
1. NON-SKID PAINT TO BE ONE-PART MOISTURE-CURED POLYURETHANE W/RUBBER GRANULAR GRIT (2 COAT MIN.). STRIPE WIDTH/CONFIGURATION TO MATCH UNDERLYING CATTLE GUARD.
 2. CONTRACTOR TO STRIP EX. PAINT/PRIMER FROM CATTLE GUARD RAILS AT WELD LOCATIONS. REPAINT WELD AND RAILS TO MATCH.



CATTLE GUARD DETAILS
NOT TO SCALE

- NOTES:**
1. CONTRACTOR TO VERIFY CATTLE GUARD DIMENSIONS PRIOR TO FORMING OR PLACING CONCRETE FOUNDATION TO CONFIRM ACTUAL DIMENSIONS REQUIRED TO CENTER BASE ON FOUNDATION.
 2. STANDARD NUTS AND WASHERS SHALL BE FURNISHED WITH EACH FOUNDATION UNIT INCLUDING ANCHOR ANGLES. WELD OR BOLT ANCHOR ANGLES TO CATTLE GUARD TO MATCH ANCHOR BOLT LOCATIONS.
 3. IF CAST IN-PLACE, CONCRETE SHALL BE CLASS "A" 4,000 PSI MINIMUM AND SHALL CONTAIN 5% ENTRAINED AIR (5%±1.0%).
 4. REBAR SHALL BE ASTM A 614 GRADE 60. #4 REINFORCEMENT MAYBE SPLICED WITH 24" LAP.
 5. STEEL CATTLE GUARD AND CONCRETE FOUNDATION SHALL MEET AASHTO HS-20 OR HL-93 LOADING DESIGN CRITERIA PER LRFD BRIDGE DESIGN SPECIFICATIONS.

EXP. 6/30/2021
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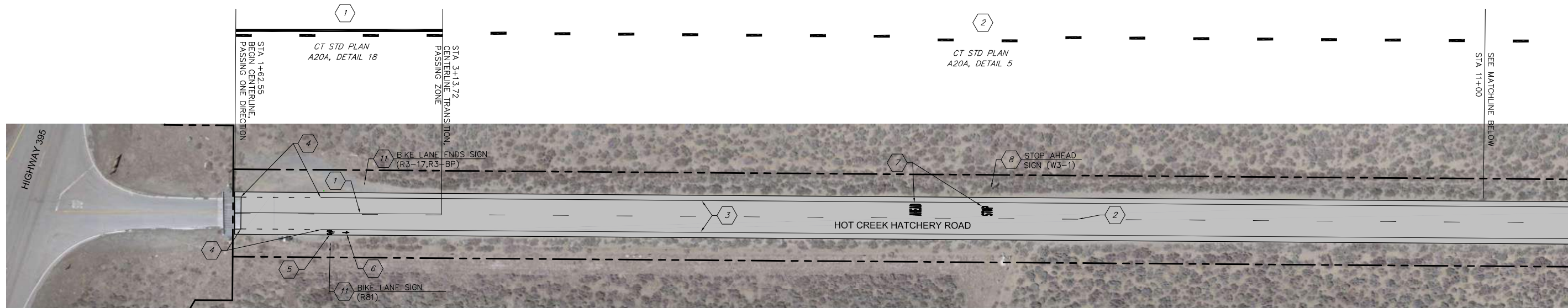
Rev.#	Date	Revision

Drawing Date: 06/23/2020
Prepared By: CAS
Checked By: GRH

ROAD CONSTRUCTION DETAILS

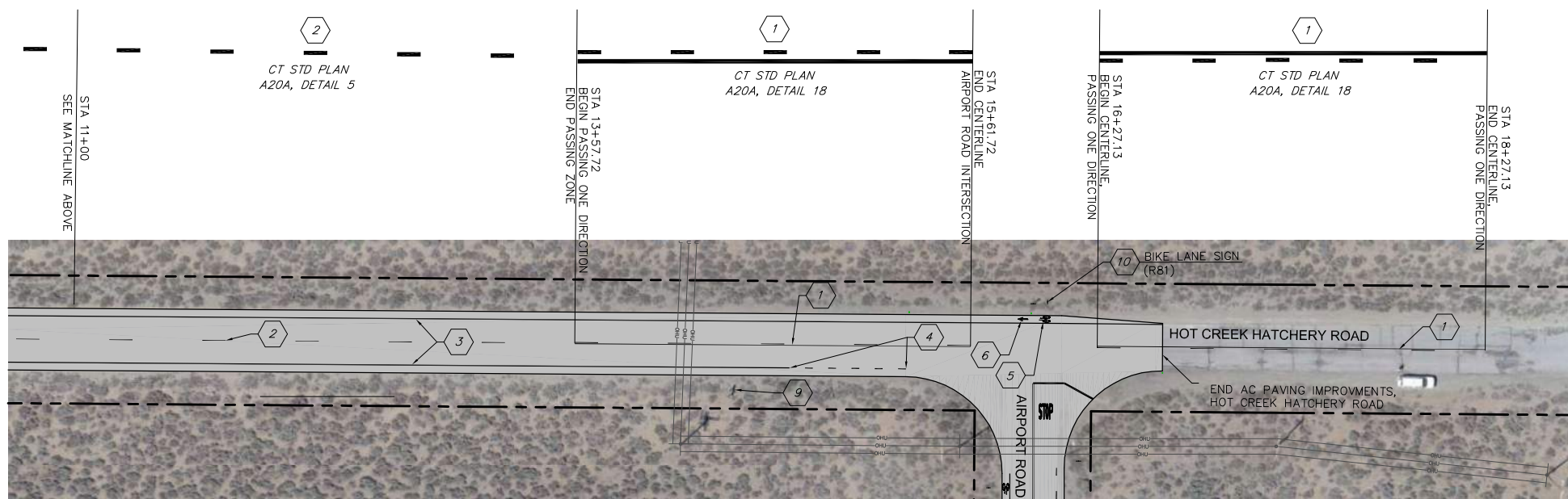
AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)

SHEET
C17



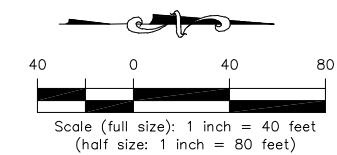
HOT CREEK HATCHERY ROAD - STA 1+62.55 TO STA 11+00

STRIPING AND SIGNAGE PLAN



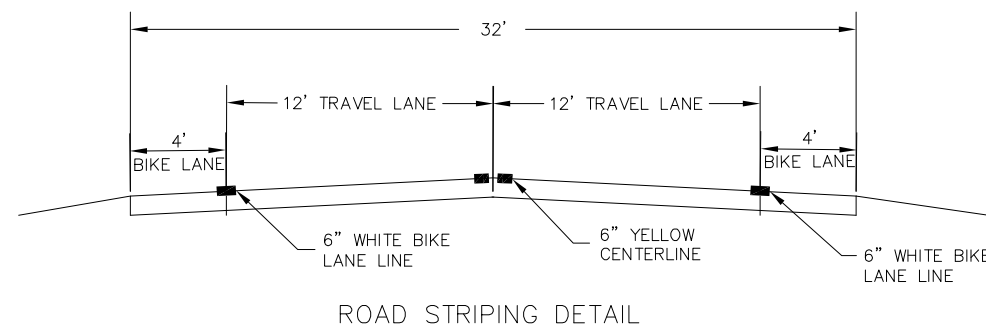
HOT CREEK HATCHERY ROAD - STA 11+00 TO STA 18+27.13

STRIPING AND SIGNAGE PLAN



CONSTRUCTION LEGEND

1. PAINT CENTERLINE, PASSING ONE DIRECTION PER DETAIL 18 ON SHEET C21. LINES SHALL BE 6-INCHES WIDE.
2. PAINT CENTERLINE, PASSING ZONE PER DETAIL 5 ON SHEET C21. LINE SHALL BE 6-INCHES WIDE.
3. PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39 ON SHEET C21.
4. PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLA A20D, DETAIL 39A ON SHEET C21; TOTAL LENGTH = 60 FEET.
5. PAINT BIKE LANE SYMBOL WITHOUT PERSON PER CALTRANS STANDARD PLAN A24C AND DETAIL ON SHEET C21.
6. PAINT BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24D AND DETAIL ON SHEET C21.
7. PAINT "STOP AHEAD" MARKING PER CALTRANS STANDARD PLAN A24D.
8. REMOVE AND REPLACE EXISTING SIGN WITH STEEL SIGN POST AND NEW STOP AHEAD SIGN PANEL (W3-1) PER SIGN DETAILS ON SHEET C21.
9. REMOVE AND REPLACE EXISTING MAMMOTH YOSEMITE AIRPORT SIGN (DIRECTIONAL ARROW TO AIRPORT AND HOT CREEK). INSTALL DOUBLE STEEL POST WITH NEW SIGN PER SIGN DETAILS ON SHEET C21.
10. INSTALL BIKE LANE SIGN (R81) ON STEEL POST PER SIGN DETAILS ON SHEET C21.
11. INSTALL BIKE LANE ENDS SIGN (R3-17, R3-BP) ON STEEL POST PER SIGN DETAILS ON SHEET C21.



ROAD STRIPING DETAIL



EXP. 6/30/2021

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06/23/2020

MONO COUNTY PUBLIC WORKS DEPARTMENT

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Drawing Date: 06/23/2020

Prepared By: CAS

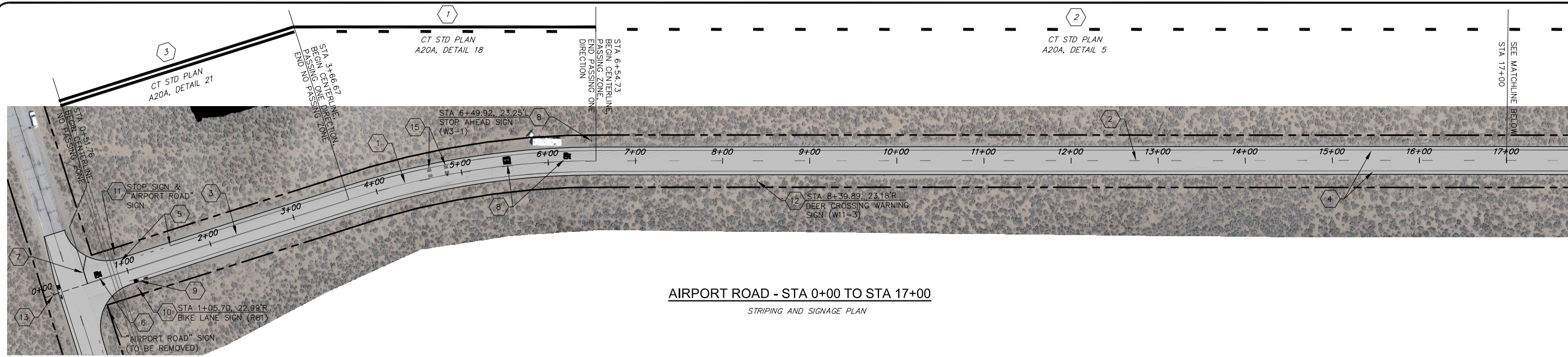
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AIRPORT ROAD REHABILITATION PROJECT

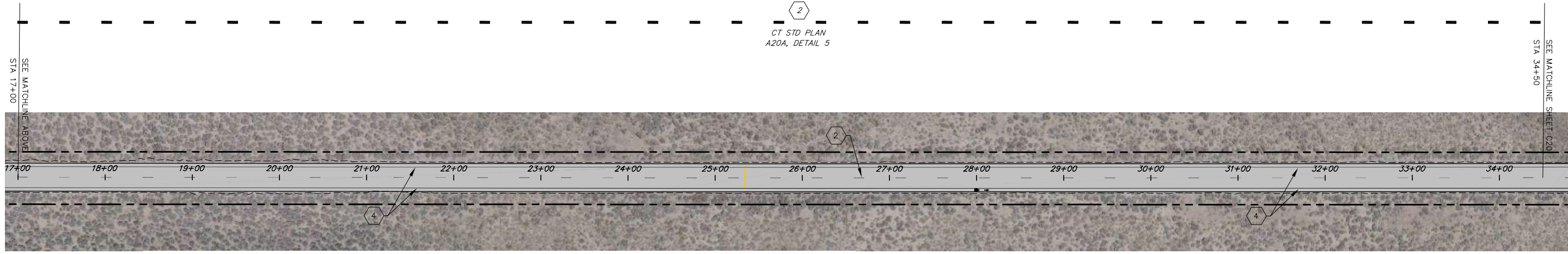
FEDERAL PROJECT NO. RPSTPL-5947(059)

HOT CREEK HATCHERY ROAD - STRIPING & SIGN PLAN
STA 1+62.55 TO STA 18+27.13

SHEET
C18



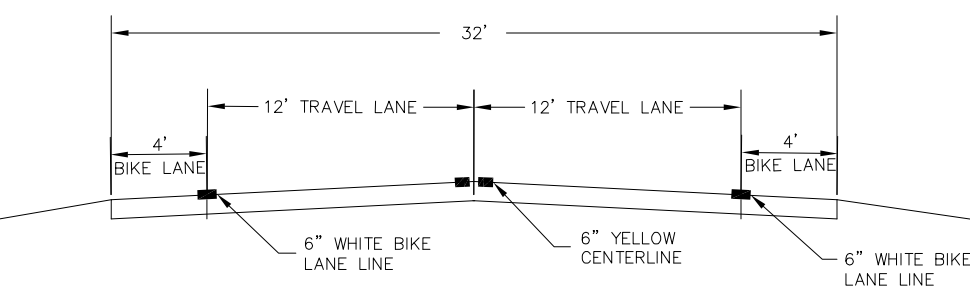
AIRPORT ROAD - STA 0+00 TO STA 17+00
STRIPING AND SIGNAGE PLAN



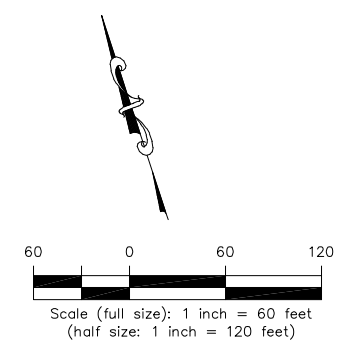
AIRPORT ROAD - STA 17+00 TO STA 34+50
STRIPING AND SIGNAGE PLAN

CONSTRUCTION LEGEND

1. PAINT CENTERLINE, PASSING ONE DIRECTION PER DETAIL 18 ON SHEET C21. LINES SHALL BE 6-INCHES WIDE.
2. PAINT CENTERLINE, PASSING ZONE PER DETAIL 5 ON SHEET C21. LINE SHALL BE 6-INCHES WIDE.
3. PAINT CENTERLINE, NO PASSING, PER DETAIL 21 ON SHEET C21. LINES SHALL BE 6-INCHES WIDE.
4. PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39 ON SHEET C21.
5. PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39A ON SHEET C21; TOTAL LENGTH = 60 FEET.
6. PAINT "STOP" MARKING PER CALTRANS STANDARD PLAN A24D AND DETAIL ON SHEET C21.
7. PAINT STOP BAR - LIMIT LINE PER CALTRANS STANDARD PLAN A AND DETAIL ON SHEET C21.
8. PAINT "STOP AHEAD" MARKING PER CALTRANS STANDARD PLAN A24D.
9. PAINT BIKE LANE SYMBOL WITHOUT PERSON AND BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A AND A24C AND DETAILS ON SHEET C21.
10. INSTALL BIKE LANE SIGN (R81) ON STEEL POST PER SIGN DETAILS ON SHEET C21.
11. REMOVE AND REPLACE EXISTING STOP SIGN WOOD POST WITH STEEL SIGN POST, REUSE STOP SIGN PANEL (R1-1) AND INSTALL "AIRPORT ROAD" STREET SIGN ABOVE PER SIGN DETAILS ON SHEET C21.
12. REMOVE AND REPLACE EXISTING DEER WARNING SIGN WITH STEEL SIGN POST AND NEW W11-3 SIGN PANEL PER SIGN DETAILS ON SHEET C21.
13. REMOVE AND REPLACE EXISTING END OF ROADWAY WARNING SIGN WITH STEEL POST AND SIGN PANEL OM4-2 PER SIGN DETAILS ON SHEET C21.
14. INSTALL STOP AHEAD SIGN (W3-1) ON STEEL POST PER SIGN DETAILS ON SHEET C21.
15. INSTALL GROUND-IN TRANSVERSE RUMBLE STRIPS PER DETAIL ON SHEET C21.



ROAD STRIPING DETAIL



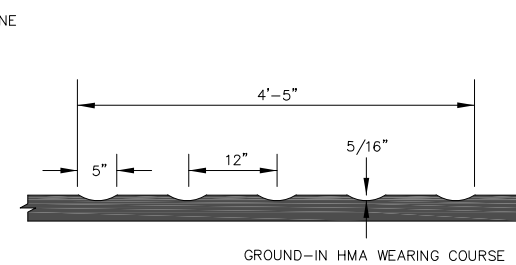
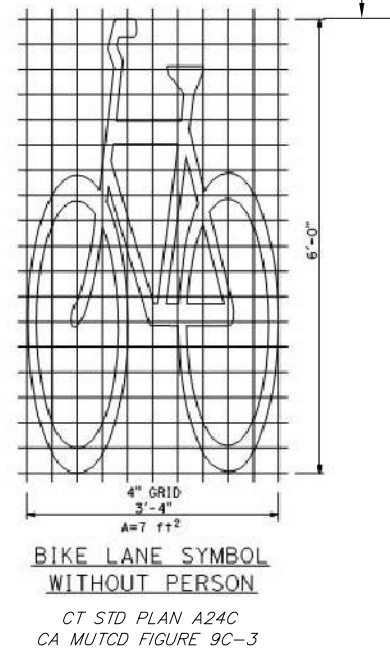
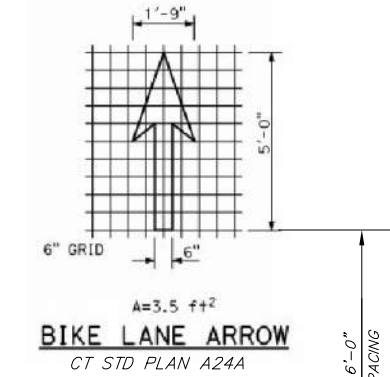
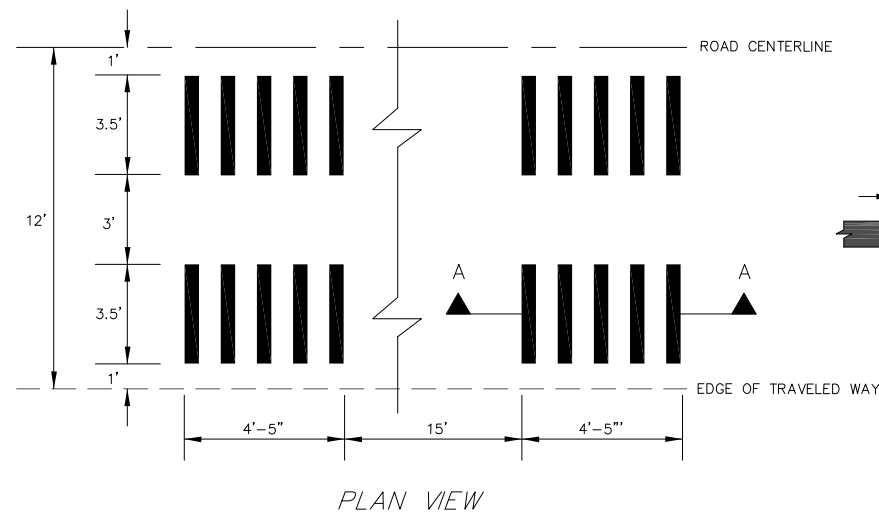
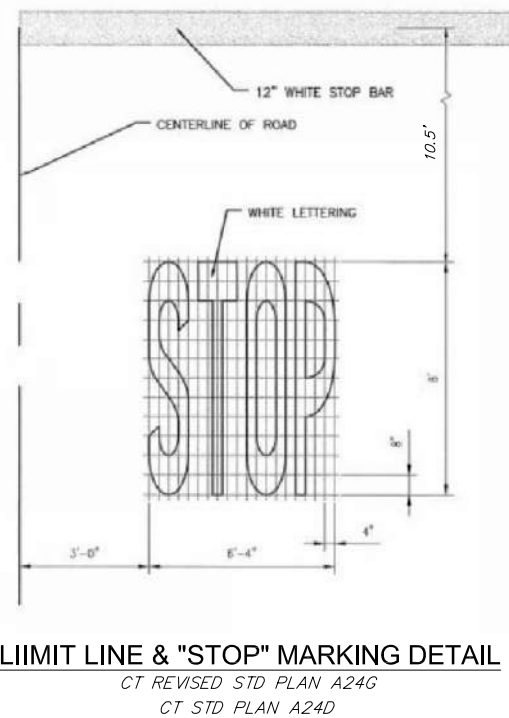
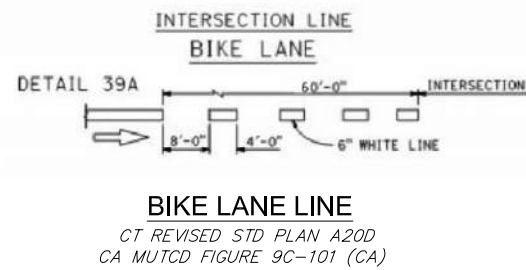
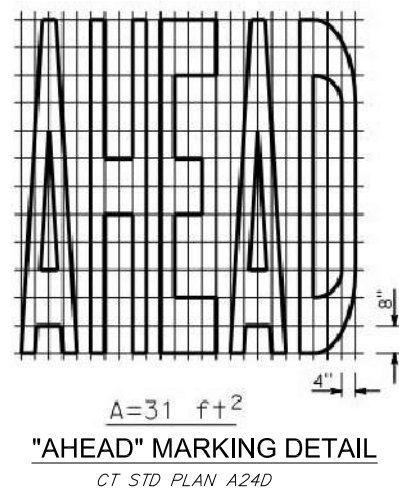
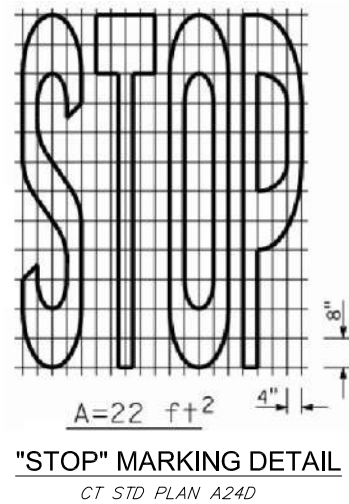
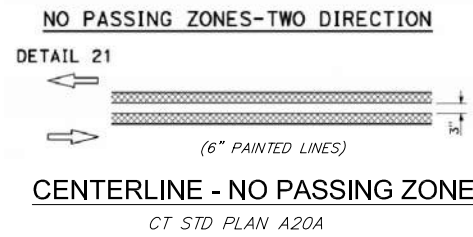
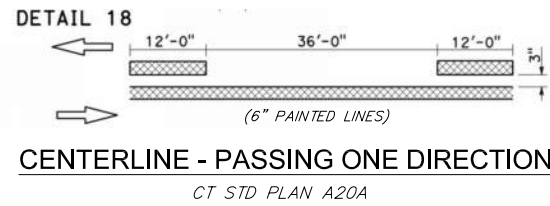
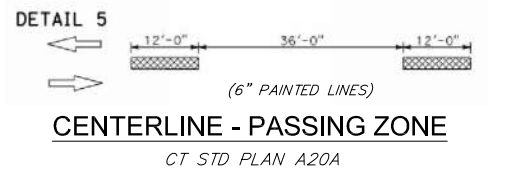
REGISTERED PROFESSIONAL ENGINEER
RALPH J. GARRETT
70926
CIVIL
STATE OF CALIFORNIA

Janett Rignold
EXP. 6/30/2021
SIGNED:
06/23/2020

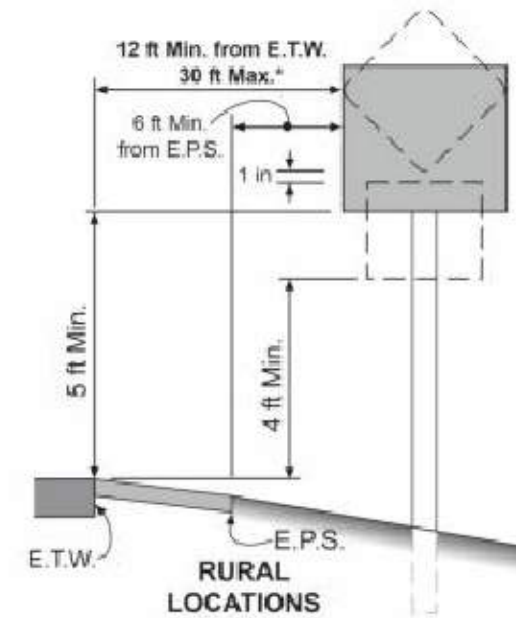
MONO COUNTY PUBLIC WORKS DEPARTMENT	
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Checked By:	
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AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
AIRPORT ROAD - STRIPING & SIGN PLAN
STA 0+00 TO 34+50

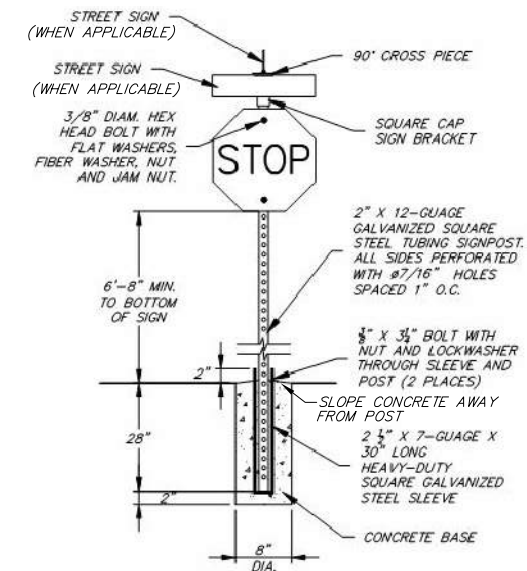
SHEET
C19



NOTE:
FOG SEAL ALL RUMBLE STRIP GRIND AREAS.
FOG SEAL SHALL MEET CALTRANS STANDARD SPECIFICATION REQUIREMENTS, SECTION 37.



ROADWAY SIGN PLACEMENT DETAIL
CA MUTCD



- NOTES:
- SIGN MATERIALS, CONSTRUCTION AND PLACEMENT SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 - SIGNS SHALL BE MOUNTED WITH TAMPER PROOF HARDWARE. SIGN BRACKETS SHALL BE USED TO MOUNT SIGN ABOVE WHEN APPLICABLE. DRILLING/BOLTING DIRECTLY THROUGH SIGN ABOVE WILL NOT BE PERMITTED.
 - STREET NAME SIGNS ABOVE SHALL BE REFLECTIVE WITH WHITE LETTERS AND BROWN BACKGROUND. THE ENGINEER SHALL APPROVE STREET NAME SIGNS PRIOR TO ORDERING AND PLACEMENT.

STEEL-POST ROAD SIGN DETAIL

NOTE: DETAILS ARE NOT TO SCALE



SIGNED: 06/23/2020
EXP. 6/30/2021

MONO COUNTY PUBLIC WORKS DEPARTMENT	Revision	
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AIRPORT ROAD REHABILITATION PROJECT
FEDERAL PROJECT NO. RPSTPL-5947(059)
PAINT MARKING AND SIGN DETAILS



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Public Works Engineering

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kalen Dodd

SUBJECT Contract Award - Twin Lakes Road
Maintenance Project

AGENDA DESCRIPTION:

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

Agreement with Sierra Nevada Construction, Inc. for the construction of the Twin Lakes Road Maintenance Project (Project No. 9309).

RECOMMENDED ACTION:

- (1) Identify Sierra Nevada Construction, Inc. of Sparks, NV (Sierra Nevada Construction) to be the lowest responsive bidder for the Twin Lakes Road Maintenance Project (Project).
- (2) Approve agreement with Sierra Nevada Construction for the construction of the Project in an amount not to exceed \$467,007.00 and authorize the Public Works Director to execute that agreement on behalf of the County.
- (3) Authorize the Public Works Director, in consultation with County Counsel, to administer the agreement with Sierra Nevada Construction, including making minor amendments to the agreement from time to time as the Public Works Director may deem necessary, and issue change orders to the agreement in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the Project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

The agreement includes a "not to exceed" limit of \$469,007.00, not including change orders. The Project has been identified in the 5-year Road Capital Improvement Plan (CIP), will be funded with Senate Bill 1 (SB1) revenues, and was included in the FY 2020-21 adopted budget.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760-932-5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report_Twin Lakes Rd Maintenance Project](#)

[Agreement with Sierra Nevada Construction](#)

History

Time	Who	Approval
9/10/2020 3:20 PM	County Administrative Office	Yes
9/10/2020 2:35 PM	County Counsel	Yes
9/10/2020 2:17 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: September 15, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd, Associate Engineer
Re: Contract Award for the Twin Lakes Road Maintenance Project

Recommended Action:

1. Identify Sierra Nevada Construction, Inc. of Sparks, NV (Sierra Nevada Construction) to be the lowest responsive bidder for the Twin Lakes Road Maintenance Project (Project).
2. Approve agreement with Sierra Nevada Construction for the construction of the Project in an amount not to exceed \$467,007.00 and authorize the Public Works Director to execute that agreement on behalf of the County.
3. Authorize the Public Works Director, in consultation with County Counsel, to administer the agreement with Sierra Nevada Construction, including making minor amendments to the agreement from time to time as the Public Works Director may deem necessary, and issue change orders to the agreement in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the Project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

The agreement includes a "not to exceed" limit of \$469,007.00, not including change orders. This Project has been identified in the 5-year Capital Improvement Plan (CIP), will be funded with Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) revenues/funds, and was included in the FY 2020-21 adopted budget. Contractor payments are not expected to impact the General Fund.

Background:

The Project was previously approved as a part of the most recent 5-year Road Capital Improvement Program. The Project manual and plans were approved and the Project was authorized for bid at the Board meeting on August 11, 2020.

Please contact kdodd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Kalen Dodd, PE, Associate Civil Engineer

**AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA
CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES
ROAD MAINTENANCE PROJECT**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (“County”), may have the need for construction services related to the Twin Lakes Road Maintenance Project of Sierra Nevada Construction, Inc., a Nevada corporation of Sparks, Nevada (“Contractor”). Hereinafter, County and Contractor may be referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties 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 Attachment A (Scope of Work), attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County’s need for such services. 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. Such laws, ordinances, regulations, and resolutions include, but are 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 by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- 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 _____

2. TERM

The term of this Agreement shall be from September 15, 2020 to September 15, 2021, 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 in Attachment B (Schedule of Fees) for the services and work described in Attachment A (Scope of Work) 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 (Schedule of Fees).

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 Four Hundred Sixty-Nine Thousand Seven and NO/100 Dollars (\$469,007.00), plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). 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 (Scope of Work), which were done at 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, 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 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 (Scope of Work) 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 (Scope of Work) 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 (Scope of Work). 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 (Scope of Work), 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 (Scope of Work) 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 shall remain, the sole and exclusive property of 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 and NO/100 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 County's 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 and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- 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 and NO/100 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/Aircraft/Watercraft 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 and NO/100 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 and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 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 Contractors 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 and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/1000 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 County, 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 thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or 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.

E. 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 (Scope of Work). 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 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 11 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 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 County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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 12 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 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 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, fails to proceed with the work or 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, then 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.

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 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, then 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 Party as follows:

If to County:

Mono County Public Works Department
Attn: Public Works Director
P.O. Box 457
Bridgeport, CA 93517

If to Contractor:

Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. 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.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE PROVIDED BELOW.

COUNTY OF MONO

SIERRA NEVADA CONSTRUCTION, INC.

By: _____

By: _____

Name: Tony Dublino

Name: _____

Title: Public Works Director

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA
CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES
ROAD MAINTENANCE PROJECT**

TERM:

FROM: September 15, 2020 TO: September 15, 2021

SCOPE OF WORK:

The Scope of Work to be performed by Contractor shall consist of the tasks listed on the Bid Schedule as shown on the Plans, Specifications, and Contract Documents prepared by County for the Twin Lakes Road Maintenance Project [Project No. 9309]. The Plans, Specifications, and Contract Documents were included in the Invitations for Bids and Project Manual for the Twin Lakes Road Maintenance Project [Project No. 9309], for which Contractor submitted a bid. The Plans, Specifications, and Contract Documents are incorporated herein by this reference and are available for review at County's Public Works Department in Bridgeport, California.

Tasks performed in completing the Scope of Work shall follow generally accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications, and Contract Documents. Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA
CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES
ROAD MAINTENANCE PROJECT**

TERM:

FROM: September 15, 2020 TO: September 15, 2021

SCHEDULE OF FEES:

County will pay to Contractor the unit price stated in Contractor's Proposal Forms and Bid Schedule submitted in response to the Invitations for Bids and Project Manual for the Twin Lakes Road Maintenance Project [Project No. 9309] for the number of units of each item complete and in-place and conforming to the Plans, Specifications, and Contract Documents, as determined by County. Contractor's Proposal Form is attached hereto as Attachment B-1.

ATTACHMENT B-1

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

Twin Lakes Road Maintenance Project
9309

CONTRACTOR'S NAME: Sierra Nevada Construction, Inc.

No	Item	Quantity	Units	Price per Unit	Item Price
1	Mobilization	1	LS	45,000.00	45,000.00
2	Water Pollution Control	1	LS	3,000.00	3,000.00
3	Traffic Control, including Traffic Control Plan	1	LS	72,790.85	72,790.85
4	Slurry Seal	197369	SY	1.35	266,448.15
5	Street Sign Removal	14	EA	75.00	1,050.00
6	Steel Post Street Sign	20	EA	450.00	9,000.00
7	Passing Centerline	20250	LF	0.25	5,062.50
8	Passing One Direction Centerline	7305	LF	0.42	3,068.10
9	No Passing Centerline	43055	LF	0.48	20,666.40
10	Right Fog Line	140570	LF	0.30	42,171.00
11	Crosswalk and Yield lines	1	EA	750.00	750.00

TOTAL	469,007.00
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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES ROAD MAINTENANCE PROJECT

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.

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- 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 case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific 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.

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.

- E. 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.

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 to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order, 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 Governmentwide Debarment and Suspension (nonprocurement)", 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 time frames.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in

planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 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 \$5,500 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "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.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES ROAD MAINTENANCE PROJECT

PREVAILING WAGES AS OF: September 1, 2020

A. Determination.

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

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"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, 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. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

D. Penalty for Non-Payment of Prevailing Wages.

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

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

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 the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) 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 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

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- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the

contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES ROAD MAINTENANCE PROJECT

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 Public Works Director 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 the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

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

PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT as described on the Plans, Specifications, and Contract Documents.

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

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 MONO COUNTY TWIN LAKES ROAD MAINTENANCE PROJECT such that it is free
from defects in materials and workmanship for a period of one year commencing on

_____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents,
as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove
set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from
the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law
controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the
minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have
accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND SIERRA NEVADA CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE TWIN LAKES ROAD MAINTENANCE PROJECT

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the 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 the 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 pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the 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 the 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 Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent 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 Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the 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 the County records the Notice of Completion.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Finance

TIME REQUIRED

SUBJECT FY 2019-20 Year-End Clean Up
Budget Adjustment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are not sufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units is not available. (Requires 4/5ths approval)

RECOMMENDED ACTION:

Approve and direct the Finance Director to make the FY 2019-20 year-end cleanup budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

FISCAL IMPACT:

If approved as recommended, General Fund expenditure contingencies is reduced by \$100,000 and additional spending is offset by an increase in unanticipated revenues of \$60,000. In non-General Fund accounts, additional spending is offset by an increase in unanticipated revenues of \$335,000 and use of fund balance of \$120,000.

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
Staff report
Attachment A

History

Time

Who

Approval

9/10/2020 3:19 PM	County Administrative Office	Yes
9/9/2020 4:28 PM	County Counsel	Yes
9/9/2020 4:09 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: September 15, 2020

Re: FY 2019-20 Year-End Clean Up Budget Adjustment

Recommended Action:

Approve and direct the Finance Director to make the FY 2019-20 year-end cleanup budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Discussion:

During the year-end process of closing the accounting records, occasionally unanticipated transactions will create situations where total budgeted appropriations by an individual budget unit is not sufficient to cover total expenditures incurred for the fiscal year. Attachment A is a listing of the individual budget units that require a budget adjustment and the reasons why. Where actual spending exceeds budgeted appropriations, adjustments are first offset by any unanticipated revenues, if available, then by contingencies if applicable to the General Fund related budget units or with fund balance if applicable to non-General Fund budget units.

This agenda item is to request your Board's approval of the budget adjustments as shown in Attachment A. The County Budget Act requires a 4/5ths approval of your Board.

Fiscal Impact:

In the General Fund, two budget units have actual spending that exceeds their budgeted appropriations by a combined total of \$160,000. This amount is offset by \$60,000 of unanticipated revenues. The remaining \$100,000 requested adjustment is recommended to offset the General Fund contingency balance, currently at \$227,095. Adjustments by budget unit is as follows:

- The CAO requested increase in spending is \$25,000, which is the result of unanticipated severance payments offset by vacancy savings.
- The Facilities requested increase in spending is \$135,000, which is primarily the result of facilities staff not needed to backfill the Road crew for three months of the winter months as is usual during a typical winter. Utilities were also higher than anticipated. Staff recommend offsetting the increase in spending with \$60,000 of unanticipated revenues.

In Non-General Fund budget units,

- Spending in the Disaster Assistance fund exceeds budgeted appropriations by \$320,000 because of the CARES Act legislation that retroactively allowed reimbursement of COVID-19 expenditures back to March 1, 2020. Staff recommend offsetting the increase in appropriations with unanticipated revenues of the same amount, netting to a zero impact on the carryover balance.
- The motor pool fund purchased five Subarus for an aggregate total of \$120,000. These were purchases finalized in early fiscal year 2019-20 but the appropriations were budgeted in the prior year. Staff recommend offsetting the increase in appropriations against the Fund's carryover balance which is sufficient to cover the increase in the budget.
- The Inmate Welfare fund incurred additional spending of \$15,000 that was not anticipated when the budget was developed. Staff recommend offsetting the increase in spending with \$15,000 of unanticipated revenues, netting to a zero impact on the carryover balance.

ATTACHMENT A
FY 2019-20 Year-end Budget Adjustments

Fund	Budget Unit	Adjustment to:			Explanation
		Fund Balance	Revenues	Expenditures	
100: General Fund	County Administrative Office	-	-	25,000	Severance payments, offset by vacancy savings
	Facilities	-	60,000	135,000	Facility staff were not required to backfill the Road staff for three months of the year as usual during the winter months. Also, utilities were higher than anticipated.
	Contingencies	-	-	(100,000)	
	100: General Fund Total	-	60,000	60,000	
179: Disaster Assistance		-	320,000	320,000	CARES act spending
650: Motor Pool		120,000	-	120,000	FY 2020 vehicle purchases budgeted in FY 2019
720 Inmate Welfare			15,000	15,000	Volume of transactions associated with inmate welfare services were higher than anticipated.
	Non-General Fund Total	120,000	335,000	455,000	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Public Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Louis Molina

SUBJECT Resolution to Approve Adjustment to
Spa Permit Fees

AGENDA DESCRIPTION:

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

Proposed resolution to provide a prorated fee reduction for Spa Pool Permits for the period of time in which they have been ordered to be closed due to COVID-19 and no inspection or monitoring has been performed.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

No General Fund impact. Potential loss of permit fee revenue to the Health Department up to \$33,591, dependent on the amount of time that spas are required to remain closed in the current FY.

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
Resolution

History

Time	Who	Approval
9/10/2020 3:23 PM	County Administrative Office	Yes
9/10/2020 11:23 AM	County Counsel	Yes

9/10/2020 12:02 PM

Finance

Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental 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

September 9, 2020

To: Honorable Board of Supervisors
From: Louis Molina, Environmental Health Director
Subject: Proposed Spa Pool Permit Fee Adjustment

Recommended Action: Adopt Resolution to Allow Fee Adjustments for Spa Pool Permits

Discussion: In an effort to limit the spread of COVID-19 infections, guidance documents have been issued by the State of CA that place limitations and restrictions on a variety of businesses and activities throughout the state. Similarly, local restriction have been implemented by the Public Health Officer that emphasize, further define, or impose additional restrictions on certain businesses and activities. One such restriction imposed, both statewide and locally, is the order for spa pools to be closed and remain closed until such time that it is deemed safe to allow these facilities to reopen to the public. Because spa pools are currently not allowed to operate, the Health Department wishes to adjust spa pool permit fees to accurately represent the period of time that the spas actually operate in the current fiscal year.

As this concept was approved by the Board of Supervisors at the September 8, 2020 meeting, but the accompanying resolution had not yet been prepared, a resolution is now being offered for approval and adoption by the Board.

The Mono County Health Department requests adoption of the proposed resolution that would allow the Health Department to prorate spa pool permit fees for the 2020/2021 fiscal year.

Fiscal Impact: No General Fund impact. Potential loss of permit fee revenue to the Health Department up to \$33,591, dependent on the amount of time that spas are required to remain closed in the current FY.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Interim Public Health Director Date



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE HEALTH DEPARTMENT TO ADJUST SPA POOL PERMIT
FEES AS A RESULT OF ORDERED CLOSURE OF SPAS DUE TO THE COVID-19
PANDEMIC**

WHEREAS, the California Health and Safety Code, Sections 116050 et. seq. authorizes the local authority, in this case the Mono County Health Department, to enforce regulation pertaining to public swimming pools; and

WHEREAS, Resolution No. R12-42 authorizes County departments to charge fees for services not to exceed the County's costs of providing such services, including spa permit fees; and

WHEREAS, in an effort to limit the spread of COVID- 19 infections, Mono County and the State of California have issued orders that mandate the closure of spa pools until such time that they are deemed safe to reopen; and

WHEREAS, for the purpose of being equitable, the Mono County Health Department wishes to adjust permit fees for spas during the time period that they are not legally allowed to operate.

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

SECTION ONE: Authorization is granted to the Mono County Health Department to adjust permit fees for spas during the COVID -19 pandemic.

SECTION TWO: Spa fees shall be prorated during FY 2020/2021 to charge spa facilities only for the months that they are open for use. Fees already paid by spa facilities will be reimbursed for the months that the spa was ordered closed, following the date that the closure is lifted and spas are allowed to reopen.

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PASSED, APPROVED and ADOPTED this _____ day of _____, 2020,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Vista Pacifica Enterprises Contract
for Services

**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 Vista Pacifica Enterprises, Inc. pertaining to the provision of residential behavioral health treatment services.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

The total amount of this contract is \$262,800, and is not to exceed \$131,400.00 per 12 month period. This contract will be paid with 1991 Mental Health Realignment funding.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Vista Pacifica Staff Report.docx](#)

[Vista Pacifica Standard Agreement](#)

History

Time

9/10/2020 3:20 PM

Who

County Administrative Office

Approval

Yes

9/9/2020 4:26 PM

County Counsel

Yes

9/10/2020 9:55 AM

Finance

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Mono County Behavioral Health, Director

DATE: August 26, 2020

SUBJECT:

Contract with Vista Pacifica Enterprises, Inc. for the Provision of Residential Treatment Services

RECOMMENDED ACTION:

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

DISCUSSION:

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

Inpatient Special Treatment Program will provide services for clients who have a severe disability due to a serious mental health illness. The treatment will provide medication management, skilled nursing, and life skills to help stabilize the client's current condition. The goal of treatment will be to transition to a lower level of care.

FISCAL IMPACT:

The total amount of this contract is \$262,800.00, and is not to exceed \$131,400.00 per 12 month period. The term of this agreement shall be from August 1, 2020 to July 31, 2022. This contract will be paid through the Mono County Behavioral Health 1991 Mental Health Realignment Fund.

SUBMITTED BY:

Jessica Workman, Mono County Behavioral Health Accountant, Contact: 760.924.1742

**AGREEMENT BETWEEN COUNTY OF MONO
AND VISTA PACIFICA ENTERPRISES, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the residential treatment services of Vista Pacifica Enterprises, Inc., of Jurupa Valley, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Behavioral Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. 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. Such laws, ordinances, regulations, and resolutions include, but are 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 by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- 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 _____

2. TERM

The term of this Agreement shall be from August 1, 2020, to July 31, 2022, unless sooner terminated as provided below.

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 \$262,800.00, not to exceed \$131,400.00 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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, which were done at 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, 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 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 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 shall remain, the sole and exclusive property of 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 County's 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 and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- 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 One Million dollars (\$1,000,000.00) 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/Aircraft/Watercraft 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 Two Hundred and Fifty Thousand dollars (\$250,000) 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 or Three Million dollars (\$3,000,000.00) 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 Contractors 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 (\$1,000,000.00) per claim or occurrence or 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 County, 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 thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or 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.

E. 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 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 11 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 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 County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 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 12 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 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 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, fails to proceed with the work or 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, then 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.

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 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, then 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 hereto, 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:

County of Mono:
Mono County Behavioral Health
Attn: Robin K. Roberts
P.O. Box 2619
Mammoth Lakes, CA 93546
[Click here to enter text.](#)

Contractor:
Vista Pacifica Enterprises, Inc.
Attn: Cheryl Jumonville
3662 Pacific Avenue
Jurupa Valley, CA 92509
[Click here to enter text.](#)

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. 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 _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND VISTA PACIFICA ENTERPRISES, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: August 1, 2020 TO: July 31, 2022

SCOPE OF WORK:

IMD/STP SERVICES TO BE PROVIDED

All services to be provided by this Agreement shall be aimed at improving the adaptive functioning of seriously and persistently mentally disordered patients to enable some patients to move into less restrictive environments and prevent other patients from regressing to a lower level of functioning.

Facilities shall have the capability of providing all of the following services. However, services provided to individual patients will be dependent upon the patient's specific needs.

- 1. Self Help Skills Training - This shall include but not be limited to:**
 - a. Personal care and use of medications**
 - b. Money management**
 - c. Use of public transportation**
 - d. Use of community resources**
 - e. Behavior control and impulse control**
 - f. Frustration tolerance**
 - g. Mental Health education**
 - h. Physical fitness**

- 2. Behavior Intervention Training - This shall include but not be limited to:**
 - a. Behavior modification modalities**
 - b. Re-motivation therapy**
 - c. Patient government activities**
 - d. Group counseling**
 - e. Individual counseling**

- 3. Interpersonal Relationships - This shall include but not be limited to:**
 - a. Social counseling**
 - b. Educational and recreational therapy**
 - c. Social activities such as outings, dances, etc.**

4. **Pre-Vocational Preparation Services - This shall include but not be limited to:**
 - a. **Homemaking**
 - b. **Work activity**
 - c. **Vocational counseling**

5. **Pre-Release Planning**
 - a. **Out-of-home placement**
A minimum average of 27 hours per week of direct group or individual program services will be provided for each patient. In conjunction with the ADMINISTRATOR or designee, CONTRACTOR and COUNTY will reassess each COUNTY patient at least every four (4) months to determine current level of functioning and individual program needs.

6. **Bi-Annual Outcome statistics related to changes in patient status including:**
 - a. **Brief Psychiatric Rating Scale or other agreed upon instrument**
 - b. **Health status**
 - c. **Medication usage**
 - d. **Patient satisfaction**

7. **Bi-monthly Reports will include:**
 - a. **Data available at the time of report for all included patients.**

8. **Augmented Services Descriptions**
 - a. **Patch Level A: Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:**
 - i. **AWOL Risk patients**
 - ii. **Extremely verbally aggressive/threatening**
 - iii. **Allegations of abuse towards staff and peers**

 - b. **Patch Level B: Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:**
 - i. **Periodic physical aggression towards staff or peers**
 - ii. **Property destruction**
 - iii. **Suicidal risk**
 - iv. **Maladaptive behaviors that require frequent counseling and attention from direct care staff**
 - v. **Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff**

 - c. **Patch Level C: Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:**

- i. **Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.**
 - ii. **Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.**
- d. Patch Level D: An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.**

Scope of Services Provided - Vista Pacifica Convalescent

1. Program Summary.

Contractor provides physician services, nursing, pharmaceutical services, dietary services and activity programs in an inpatient setting, hereafter, “The Program”, to Mono County residents with serious mental illness and serious emotional disturbances. The Program shall be licensed as a Skilled Nursing Facility (SNF), defined in Title 22 California Code of Regulations. The Program is a nursing facility that is primarily engaged in providing diagnosis, treatment, or care or persons with medical diseases including mental diseases. Vista Pacifica Convalescent is located at 3662 Pacific Ave, Jurupa Valley, CA.

2. Residents.

A. The services described in Section 1 shall be provided to individuals with Medical Diseases as well as Mental Illnesses who are:

- i. **Medi-Cal beneficiaries, as described in Title 22, CCR Division 3, Subdivision 1, Chapter 2, Article 5, and Article 7. Nursing and behavioral services provided by Contractor to Medi-Cal beneficiaries are covered by Medi-Cal subject to the conditions as follows:**
 - a. **The beneficiary is currently eligible for Medi-Cal services.**
 - b. **Reimbursement for covered services to these Medi-Cal beneficiaries shall be provided to Contractor directly by the State’s fiscal intermediary.**
- ii. **Uninsured individuals who are referred and authorized by the County for the Contractor’s services will be reimbursed by the County.**

3. Referral and Admission Process.

A. County shall submit a referral packet to Contractor requesting admission to Contractor’s SNF.

B. Contractor shall respond to referrals within 2 days from the date of receipt of the referral.

4. Documentation Requirements.

A. Contractor’s physician shall complete a resident evaluation including a written report of a physical examination within 72 hours following admission.

B. Contractor’s nursing staff shall complete an initial assessment commencing at time of admission and completed within 7 days after admission.

C. Contractor's facility staff shall complete an initial evaluation and assessment of the resident's medical, dietetic, social and physical needs within 15 days of admission.

5. Discharge Planning

A. Contractor shall coordinate discharge planning with County's designated staff. Prior to discharge, Contractor shall prepare a written discharge summary.

B. Medication. Upon discharge to another licensed facility, Contractor agrees to provide residents with 1) a seven-day supply of all medications prescribed to resident at time of discharge; 2) instruction on medication management.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND VISTA PACIFICA ENTERPRISES, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: August 1, 2020 TO: July 31, 2022

SCHEDULE OF FEES:

Vista Pacifica Center Patch Levels Criteria

Level A - \$70 Patch rate (Psychiatry visits two times per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- **AWOL Risk patients**
- **Extremely verbally aggressive/threatening**
- **Allegations of abuse towards staff and peers**

Level B - \$140 Patch rate (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:

- **Periodic physical aggression towards staff or peers**
- **Property destruction**
- **Suicidal risk**
- **Maladaptive behaviors that require frequent counseling and attention from direct care staff**
- **Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff**

Level C - \$180 Patch rate (Psychiatry visits two times per month, Psychology visits four times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:

- **Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.**
- **Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.**

Level D – Restoration to Competency Program \$160 Patch Rate

An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.

Vista Pacifica Center IMD Rates FY 2020-2021

Services	FY 2020-2021
Facility Rate - Daily	\$ 211.91
Room Reserve Rate	\$ 211.91
BED HOLD (Leave of absence)	\$ 203.56
Private Rate	\$225.00
Level A (per diem rate in addition to daily rate)	\$70.00 per day
Level B (per diem rate in addition to daily rate)	\$140.00 per day
Level C (per diem rate in addition to daily rate)	\$180.00 per day
Level D (per diem rate in addition to daily rate)	\$160.00 per day

Vista Pacifica Convalescent Rates FY 2020- 2021

Services	FY 2020-2021
Facility Rate - Daily Room Reserve Rate	\$ 218.12
Bedhold Rate	\$218.12
Private Rate- Semi	\$240.00
Private Rate - Single	\$250.00
Augmented Services Rates Effective 7/1/2020	
Patch A (per diem rate in addition to daily rate)	\$70.00 per day
Patch B (per diem rate in addition to daily rate)	\$140.00 per day
Patch C (per diem rate in addition to daily rate)	\$180.00 per day

Bed Hold Rate - Client out at Hospital

Room Reserve Rate - Holding bed for Client prior to Admission

DHCS Website for SNF Rates AB1629

<https://www.dhcs.ca.gov/services/medi-cal/Pages/AB1629/LTCAB1629.aspx>

See Attachment B1, incorporated herein by this reference (optional).



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT

Letter from Madeleine "Mickey"
Brown re: Assessment Appeals
Board Resignation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Madeleine "Mickey" Brown resigning from appointment on the Assessment Appeals Board.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
9/10/2020 3:22 PM	County Administrative Office	Yes
9/9/2020 12:58 PM	County Counsel	Yes
9/9/2020 5:25 PM	Finance	Yes

8/28/20

Board of Supervisors
Assessment Appeals Board

Please accept my immediate resignation from my appointment on the Assessment Appeals Board. My business and other civic activities currently do not allow me the time that this position deserves to serve well.

I would like to publicly acknowledge the County's Counsel Office. I am especially appreciative for of all the time and guidance Jason Canger has given to Appeals Board matters over the last 3 ½ years.

Regards.

Madeleine "Mickey" Brown



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT Letter from Abbie Bridges re:
Bridgeport Jail

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Abbie Bridges regarding the proposed new jail construction within the town of Bridgeport.

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
9/10/2020 3:22 PM	County Administrative Office	Yes
9/9/2020 3:51 PM	County Counsel	Yes
9/9/2020 5:25 PM	Finance	Yes

July 28, 2020

Dear Mono County Supervisors:

My name is Abbie Bridges, I am the Bridgeport Branch Librarian. I am one of the folks who live in Bridgeport who does not want a new jail to be built on the old hospital property in town. I feel strongly that the new jail should be located away from town for several reasons.

The current jail is one building away from the Bridgeport Library. When prisoners are released and do not have a cell phone they are told to go to the library to use our public computers. Often they spend hours in the library waiting for a ride or the bus to arrive. This past year a library patron left her phone in the library restroom. A released prisoner used the restroom right after she did then quickly left the library. I took the woman over to the jail to report the theft. While outside, I saw the prisoner walking back from the bus stop. The woman whose phone was stolen walked to the bus stop and looked in the trash can--where she found her pink cell phone cover. This she went back to the jail also and was told that the police could not do any more for her. Frustrating!

I live alone across the street from the jail. Twice in the past 13 years a released prisoner has come to my door asking to use my phone and telling me they have no money. I resent having to fear for my safety when I tell them "sorry, no." On Sundays people come to visit prisoners. Often the visitors are as sketchy as the people in jail. Since the jail does not have an adequate parking lot inmates doing time leave their cars parked in front of our houses for months. When inmates are allowed to wash police cars outside they stare at people more than they work (and are never wearing masks).

When the jail was built in 1963 the community was not consulted. When the jail was expanded in the 1980s the community was not consulted. Now a prime spot in the beautiful Bridgeport meadow is going to be the home of the new, bigger 2-story jail. Has this decision been carefully thought out?

What will Bridgeport be known for in the coming decades? Fishing and hunting have long been the big draw but can't be relied on in the years ahead. I think that the beauty of the Bridgeport meadow and the Sawtooth Ridge to be the unchanging draw in the future. A big 2-story jail in the meadow is not what visitors and town residents want to see or be impacted by. Please put the jail up by the County Yard on Jack Sawyer Road where it will be discretely hidden from view.

Thank you for consideration my request,

Abbie Bridges

Bridgeport Branch Librarian
760-932-7482 work
760-914-1831 cell



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT

Federal Energy Regulatory
Commission (FERC) Letter re:
Southern California Edison
Company's Plan and Schedule to
Address FERC Comments

**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 Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Mr Wayne Allen that submitted a plan and schedule to address FERC comments regarding the Fourth Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are parts of the Lee Vining Creek Project, FERC No. 1388.

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
9/10/2020 3:31 PM	County Administrative Office	Yes
9/10/2020 11:05 AM	County Counsel	Yes
9/10/2020 10:01 AM	Finance	Yes

RECEIVED

SEP - 4 2020

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

OFFICE OF THE CLERK

August 27, 2020

In reply refer to:
Project No. 1388-CA

Mr. James A. Buerkle
Director of Generation
Southern California Edison Company
1515 Walnut Grove Ave
Rosemead, CA 91770-3710

Re: Responses to FERC Comments Regarding the Fourth Independent Consultant's
Safety Inspection Report for Tioga Main and Auxiliary Dams

Dear Mr. Buerkle:

This is in response to a letter dated July 15, 2020 from Mr. Wayne Allen that submitted a plan and schedule to address FERC comments regarding the Fourth Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are parts of the Lee Vining Creek Project, FERC No. 1388. The plan and schedule to address FERC comments by the multiple dates in SCE's letter is acceptable. However, we have the following comment:

- Provide a plan and schedule to submit the revised STID for our review.

Please address the comment within 45 days from the date of this letter. We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Chris Wang at (415) 369-3366.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT 2019-20 Grand Jury Report and Response

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The 2019-20 Mono County Grand Jury Final Report is the product of concentrated group effort and contains recommendations for improving various aspects of governmental operations. When it is completed, the Final Report is submitted to the presiding judge of the Superior Court. After release by the court, it is directed to agency representatives for review and response and to the communications media.

RECOMMENDED ACTION:

All findings and recommendations in the 2019-20 Report were related to emergency response/radio communications. The Sheriff has provided the required response on behalf of Mono County. No further action is required of the Board.

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Report
Sheriff's letter in response

History

Time	Who	Approval
9/10/2020 3:31 PM	County Administrative Office	Yes
9/10/2020 11:05 AM	County Counsel	Yes

9/10/2020 10:01 AM

Finance

Yes



MONO COUNTY GRAND JURY

2019-2020

FINAL REPORT

Submitted July 20, 2020

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONO


IN RE:

2019-2020 Grand Jury

GENERAL ORDER

I certify that the 2019-2020 Mono County Grand Jury Final Report, pursuant to California Penal Code § 933 (a), complies with Title Four of the California Penal Code and direct the County Clerk to accept and file the final report as a public document.

Dated this 28th day of July, 2020.



MARK MAGIT
Presiding Judge of the Superior Court

Dear Judge Magit and Citizens of Mono County,

The 2019-2020 Mono County Grand Jury has finished its work. First, we would like to thank the Mono County citizens who served on the Grand Jury for their hard work and diligence despite the obstacles they were faced with.

We would also like to thank the support team of the Grand Jury. This is my second year serving on the Grand Jury and all our supporters in the Superior Court and Mono County have always been extremely helpful and quick to come to our aid with their knowledgeable counsel.

We would also like to thank the community leaders who we contacted and interviewed for their cooperation, and their invaluable insight into the workings of Mono County and the Town of Mammoth Lakes.

We believe it is important to review responses to the recommendations of the previous Grand Jury and provide updates where appropriate. We would like to thank those who responded to our questions and gave us updates on their progress in implementing the recommendations of the previous Grand Jury.

I would like to thank Ken Brengle for his work as Assistant Foreperson, Barbara Philips for her work as Secretary, Lorinda Beatty and Carolyn Balliet for chairing their committees, and Wendilyn Grasseschi for her work with the editorial process.

Lewis Jones

A handwritten signature in black ink, appearing to read 'L. Jones', written over the printed name 'Lewis Jones'.

Grand Jury Foreperson

THE GRAND JURY SYSTEM

Shrouded in secrecy, the functions of a Grand Jury are not widely known. The following summary describes what a Grand Jury is and does:

The Grand Jury system dates back to 12th century England during the reign of Henry II. Twelve “good and lawful men” were assembled in each village to investigate anyone suspected of crimes. The jurors passed judgment based on what they themselves know about a defendant and the circumstances of the case. It was believed that neighbors and associates were the most competent to render a fair verdict. By the end of the 17th century, the principle that jurors must reach a verdict solely on the basis of evidence was established, and that practice continues today. Although California Supreme Court decisions have curtailed the historical criminal indictment function, the Grand Jury still serves as an inquisitorial and investigative body functioning as a “watchdog” over regional government.

The Mono County Grand Jury, as a civil Grand Jury, is not charged with the responsibility for criminal indictments except in the case of elected or appointed county officials. Its primary function is the examination of county and city government, including special legislative districts such as community service districts and fire protection districts. The Grand Jury seeks to ensure that government is not only honest, efficient and effective, but also conducted in the best interest of the citizenry. It reviews and evaluates procedures, methods and systems used by governmental agencies to determine compliance with their own objectives and to ensure that government lives up to its responsibilities, qualifications and the selection process of a Grand Jury are set forth in California Penal Code Section 888 et seq.

The Grand Jury responds to citizen complaints and investigates alleged deficiencies or improprieties in government. In addition, it investigates the county’s finances, facilities and programs. The Grand Jury cannot investigate disputes between private citizens or matters under litigation. Jurors are sworn to secrecy, and all citizen complaints are treated in strict confidence.

The Mono County Grand Jury is a volunteer group of 11 citizens from all walks of life throughout the county. Grand jurors serve a year-long term beginning July 1, and the term limit is two consecutive years. Lawfully, the Grand Jury can act only as an entity. No individual grand juror, acting alone, has any power or authority. Meetings of the Grand Jury are not open to the public. By law, all matters discussed by the Grand Jury and votes taken are kept confidential until the end of term.

One of the major accomplishments of a Grand Jury is assembling and publishing its Final Report. This document is the product of concentrated group effort and contains recommendations for improving various aspects of governmental operations. When it is completed, the Final Report is submitted to the presiding judge of the Superior Court. After release by the court, it is directed first to county department heads for review, then to the communications media. The Final Report is a matter of public record, kept on file at the court clerk’s office. It is also available online at:

<http://www.mono.courts.ca.gov/>

2019-2020 GRAND JURY MONO COUNTY JAIL FINAL REPORT

BACKGROUND

Penal Code Section 919(b) requires that the Grand Jury annually inquire into the condition and management of public prisons with the County.

METHODOLOGY

Due to the Covid-19 pandemic the Grand Jury was unable to visit the jail for an inspection or interview staff in person. The Grand Jury was able to question Mono County Jail staff remotely. The questions from the Grand Jury focused mainly on protocols for the mitigation of spread of the virus to personnel and inmates.

Contract to provide tele-psychiatric services to Mono County jail:

Mono County Board of Supervisors Meeting Minutes September 10, 2019

Link to original order to suspend standards for county jails:

<http://www.bscc.ca.gov/adult-facility-status-due-to-covid-19/>

link for real-time info on county jail status in California:

<https://app.smartsheet.com/b/publish?EQBCT=05cbaea0a5fd4e90baf0654ecdacfe1a>

DISCUSSION

The Mono County Jail, located in Bridgeport, CA is within the jurisdiction of the MCGJ. The current jail facility was built in 1964 with further construction done in 1988. The jail is a Type II Facility which constitutes a maximum of 48 beds with a current population of 23 at the time of the tour. Recent California State legislation has resulted in more offenders with longer terms being sent to county jail facilities rather than to state prisons. This has resulted in counties housing more inmates for longer periods time and all the additional costs associated with that legislation. As stated in The Marshall Project of April 23, 2019, "...changes were also supposed to help people convicted of nonviolent crimes, by letting them serve their sentences close to home in county jails with lots of education and training programs...County spending on medicine for inmates [statewide] has jumped (to almost \$64 million in 2017 from \$38 million in 2010), and the cost of psychotropic medication has recently spiked." (1) Note: Juvenile offenders may not be housed within sight of an adult, therefore,

given the space restrictions at the current Mono County facility, they are sent to other counties within California where they can be appropriately accommodated.

The Mono County Jail has a Coronavirus testing protocol in place. Personnel are tested on a case by case basis. If an employee complains of any flu-like symptoms they are sent for a medical evaluation by their primary care physician and tested if they meet the screening requirements. If they are tested, they are kept from work until the test results are received. If the test is positive, they will be immediately isolated at home and Public Health will be contacted to arrange testing for all personnel and inmates. Inmates have not been tested as of this writing. The Jail staff explained that all the inmates have been in custody since before the shutdown and have not exhibited any symptoms. Jail staff do not currently have social distancing protocols in place also due to the isolation of the inmates. If a new prisoner were to be brought into the Jail, they would receive a medical clearance at Mammoth Hospital prior to booking and would be tested if they had any symptoms. They would then be held in isolation until results are received.

Jail personnel are required to wear PPE (personal protective equipment) which is provided by Mono County. Mono County Jail staff stated that everyone coming into or leaving the jail must follow their "Exposure Control Program" which outlines precautions to be taken by all personnel (The Grand Jury did not see a copy of this document).

All in-person visits with inmates, excepting attorney visits through glass barriers, are currently suspended at least through June 25th. Video visits via Zoom are provided on request according to Jail staff.

The medical needs of inmates have not been significantly disrupted by the Coronavirus pandemic according to staff. Officers and inmates are required to wear masks when entering a clinic or hospital. Toiyabe Health Center in Coleville is the primary health facility for inmates. Mammoth Hospital is being used for emergencies and specialty appointments. Mono County has entered into a contract with North American Mental Health Services for the provision of Tele-Psychiatry Services at Mono County Behavioral Health and in the Mono County Jail which should help to provide badly needed mental health services for inmates.

FINDINGS

F1: The Grand Jury finds that Mono County continues to maintain a well-run jail facility and has responded to the Coronavirus pandemic in an appropriate manner.

RECOMMENDATIONS

R1: The Grand Jury finds that the Mono County Jail continues to be a well-run facility. The Grand Jury has no recommendations at this time.

19-20 Grand Jury Continuity Committee Final Report

BACKGROUND

While the Grand Jury will not continue investigations of past Grand Juries, we do feel it is important to follow up on their work and provide an update on what progress being made by the investigated agencies. First, to indicate if there was a response to the Grand Jury report and second, to report on what progress is being made to comply with their stated proposals in response to the recommendations of the Grand Jury

SUMMARY

All reports were responded to within the required time. The Grand Jury checked the status of the agencies' efforts to comply with the recommendations of the previous Grand Jury either through public records or by questioning individuals with knowledge of those efforts. The current Grand Jury did not find any items which we felt required further investigation at this time. Previous Grand Jury reports and responses to them can be found at <https://www.mono.courts.ca.gov/generalinfo/jury-grandjury.htm>

Continuity Committee Solid Waste Report

FINDINGS

TOML and Mono County are progressing with the recommendations made by the 18-19 Grand Jury. The 19-20 Grand Jury submitted questions and looked at public documents to provide an update on TOML and Mono Counties' progress to date.

F1: The 18-19 Solid Waste Committee recommended that TOML view the Mammoth Disposal transfer station as phase one of the solid waste plan with phase two being a larger site which could accommodate the processing of industrial waste, green waste and other programs which can be used to reduce landfill usage and reduce costs.

In their response to the 18-19 Grand Jury report, TOML agreed with the recommendation and stated that the new agreement would include construction of a new transfer facility and clean Material Recovery Facility (MRF) sized to accommodate the projected solid waste needs of TOML as well as Mono County. Participation in the use of the facility by Mono County would be an option as the County works to finalize their overall system changes in response to the landfill closure. The new

agreement will also require Mammoth Disposal to procure long-hauling agreements outside of the County to dispose of solid waste once Benton Crossing Landfill has closed. TOML also stated that a public outreach plan to ensure the public has sufficient time and information to plan for the closure and changes in services and cost. Development of other sites and facilities can be determined once the agreement with Mammoth Disposal is in place.

As of this writing TOML and Mammoth Disposal have extended the current agreement three times. The latest extension of the contract will expire December 30, 2020. TOML has stated that they are waiting to have a proper rate analysis study completed before terms of a new contract can be discussed.

F2: The 18-19 Grand Jury recommended that TOML and Mono County partner to make necessary improvements to the Pumice Valley site so it could be a viable location for a biomass reactor, associated waste programs, and recycling operations. Timeline: Completed no later than January 1, 2023.

TOML responded to the 18-19 Report that a biomass facility will not be a condition of the Agreement, but the Agreement will allow for diversion of certain types of waste to such a facility should it be developed in the future. Impacts to the residents of Mammoth Lakes and Mono County will be better known once the Agreement is in place. Mono County had some questions about the economic, political, and environmental ramifications of a biomass reactor.

Mono County's response to the 18-19 Grand Jury also cited the need for further analysis and a better understanding of what the upcoming solid waste program will look like in Mammoth Lakes and Mono County overall.

TOML and Mono County agreed that while Pumice Valley was under consideration for such a site, it was not the only site under consideration.

F3: The 18-19 Grand Jury recommended that TOML and Mono County develop a plan for complying with the amounts of recycling and organic waste going to landfills in the likely event that State of California rural exemptions are changed by July 1, 2020.

Mono County informed the 19-20 Grand Jury that they have applied for an extension of the low population waiver of mandates concerning organic waste and methane emissions in SB1383. No changes to rural exemptions were being considered during the comment period. The waiver would expire in 2025, or later if the State were to meet organic waste reduction targets. Mono County will also be applying for an Elevation Waiver under section 18984.13(d) which is applicable indefinitely. In addition, Mono County has taken significant steps in improving capacity and efficiency of processing green material, more specifically, wood material. Wood material can be processed into several beneficial products including biomass feedstock, alternative cover, mulch and erosion control media. Specialized equipment has been acquired and implemented. Additionally, Benton Crossing Landfill has implemented a composting pilot program. Testing is under way to identify an appropriate recipe of ingredients based on incoming waste streams.

Mono County further stated that they are actively involved in regional efforts to address green waste diversion. Collaboration and planning on upcoming forest health improvement and water quality projects include entities such as the Town of Mammoth Lakes, Sierra Institute, Inyo-Mono Integrated Regional Water Management Program, Eastern California Water Association, Plumas Corporation, Inyo National Forest and CalTrout. Mono County has agreed to allow siting of TOML's proposed biomass infrastructure at Pumice Valley Landfill and assisted with production of the Town's RFP (request for proposal) for equipment and technology which would remove organic material from the waste stream and out of landfills which may be used in the production of valuable products such as biochar, energy, compost, or similar type products.

Recommendations:

R1: The Grand Jury recommends TOML continue to make progress in planning and researching innovative solid waste solutions which will benefit residents and the environment after the Benton Crossing Landfill closure and beyond. The delay in coming to a beneficial agreement with Mammoth Disposal is concerning but understandable considering what is at stake and recent difficult circumstances.

R2: The Grand Jury recommends that Mono County continue to move forward with planning for the Benton Crossing Landfill closure. We also recommend they continue to collaborate with other regional entities as they develop the infrastructure and expertise needed for Mono County to successfully move to a future transition without Benton Crossing Landfill.

Continuity Committee MCOE Report

FINDINGS

The Grand Jury Continuity Committee asked MCOE (Mono County Office of Education) for an update on their progress in meeting recommendations made by the 18-19 Grand Jury which were still in progress. The recommendations and MCOE's updated response follow:

F1. The 18-19 Committee recommended that MCOE BOT adopt a policy for Continuing Education classes as defined by California School Board Association Professional Governance Standards for The Individual Trustee and The Board Guidelines Recommended Guidelines. MCOE responded in 2019 that the recommendation would require further analysis.

MCOE responded to the 19-20 GJ that they had implemented a yearly training program for the Board of Trustees beginning in 2019. MCOE also stated that once per year is "standard" for County Boards of Education.

F2. The Committee recommended a systematic update of all policies and procedures. As of August 2019, MCOE had begun an update of their policies and procedures and expected to be complete by January 31, 2020. MCOE.

MCOE responded to the 19-20 Grand Jury that they are currently working with the California School Board Association to go through all MCOE policies for updating and to ensure all policies are current. MCOE further stated that following this process all their policies will be available to the public online.

F3. The Committee recommended expenses administered for oversight and administration of the Charter School be defined with separate a profit/loss sheet available to the public. MCOE responded to the 18-19 Grand Jury that the recommendation required further analysis. MCOE noted that county offices of education do not use or create "profit and loss" statements. However, the MCOE stated that the Superintendent would further study whether to implement the spirit of the recommendation, which is to demonstrate that the chartering of a charter school by MCOE benefits Mono County students.

MCOE responded to the 19-20 Grand Jury that the funding stream created by the charter school which benefits MCOE is part of their yearly budget. The ADA (average daily attendance) the charter school generates is part of the state calculation used to determine our yearly funding. This ADA is also used in the calculation the state uses to determine our county special education funding.

RECOMMENDATIONS:

R1 and R2: The Grand Jury finds that MCOE has complied with the recommendations they agreed to in their original response.

R3: The Grand Jury recommends that while MCOE has stated the Charter School brings in additional State funding to the benefit of Mono County students, they should also provide a comparison of the Charter School expenses which offset revenues from the State generated by the Charter School. And, provide a method for that information to be available to Mono County residents.

Continuity Committee Mono County Jail Report

FINDINGS

F1: The 18-19 Grand Jury recommended that the Mono County Board of Supervisors and Department of Public Works should make every effort to progress the final planning and construction phases of the New Jail building to avoid cost overruns, provide the best possible long-term facility and be able to incorporate the health clinic for locals. Timeline: End of 2019.

In their response the Mono County Sheriff's Office agreed with the recommendation. According to Mono County staff the jail project was delayed due to the construction of the new County Building in Mammoth Lakes. That is still the case as of this writing.

F2: The 18-19 Grand Jury recommended that the Mono County Board of Supervisors should fund all open jail staff positions. Timeline: The next Fiscal Budget.

In their response The Sheriff's Office agreed with the recommendation. Sheriff Braun requested the funding of all positions during the budget process, and the 2019-2020 Mono County Budget funded 18 out of 20 positions in the Jail, leaving two Public Safety Officer positions unfunded. The Sheriff's Office is currently in the hiring process for three funded positions: one current vacancy and two anticipated vacancies.

The 19-20 Grand Jury verified with the Mono County Jail that the situation is still as the Sheriff's Office described in their response.

F3: The 18-19 Grand Jury recommended the Sheriff's department to provide additional camera coverage for any potential blind spots within the current jail facility. Timeline: Within the next six months.

In their response, the Sheriff's Office agreed with the recommendation and stated that they were assessing the positioning of the current cameras to ensure that all aspects of Jail operations are covered. It should be noted that some aspects that are not covered by cameras are in the constant line of sight of the control center. We will also work with Public Works staff in the planning of the New Jail to install cameras to cover all aspects of Jail operations.

The 19-20 Grand Jury found the cameras have yet to be installed.

F4: The 18-19 Grand Jury recommended that Mono County continue discussions of a possible Joint Powers Authority to manage a new 911 system shared by Mono and Inyo Counties and their appropriate emergency agencies (Police, Fire, Etc.) to provide improved and consistent services to the community.

The Sheriff's Office agreed with the recommendation and is actively engaging with partner agencies in Mono and Inyo Counties on the potential for a regional dispatch center. On August 13, 2019, the Mono County Board of Supervisors approved an expenditure of up to \$25,000 toward a Feasibility Study and Implementation Plan for a regional dispatch center. The Town of Mammoth Lakes also approved a \$25,000 expenditure, and requests are pending with the Bishop City Council and Inyo County Board of Supervisors.

Mono County Jail staff indicated to the 19-20 Grand Jury that Mono County's efforts to create a regional emergency dispatch center in partnership with Inyo County are ongoing.

F5: The Mono County Board of Supervisors is recommended to make an annual visit/tour of the Mono County Jail. Timeline: Annual.

The Sheriff's Office agreed with the recommendation and said they would welcome a visit by the Mono County Board of Supervisors.

The 19-20 Grand Jury finds that no Mono County Supervisors have paid a visit to the Jail Facility

RECOMMENDATIONS:

R1-4: The Grand Jury finds that Mono County and Mono Sheriff's Office have made every effort to comply with the recommendations of the 18-19 Grand Jury.

R5: The Grand Jury finds that, given current circumstances, a visit to the Jail would not be appropriate at this time.

Hilton Creek Continuity Report

FINDINGS

F1: The 18-19 Grand Jury recommended the HCCSD (Hilton Creek Community Service District) review and restructure their policies and procedures to ensure adequate information is communicated to allow a level of competition and fairness to avoid any appearance of impropriety. Timeline: By January 1, 2020.

HCCSD responded that they had requested help from County Counsel to devise a "quick-reference contracting and purchasing rules" chart and "contract thresholds and requirements" guide. In addition, HCCSD stated they had been trying to get more information about AB2249 regarding its application to HCCSD's public contracts. Their goal was to implement this recommendation as soon as they received the information from County Counsel.

The HCCSD provided the 19-20 Grand Jury with a copy of a detailed chart and guide as referenced above. They also indicated that they have dropped their request for clarification of AB2249 because they still have not heard from County Counsel.

F2: The 18-19 Grand Jury recommended HCCSD create and provide consistent bidding documentation and a delivery process of said documents to interested third-party service providers.

HCCSD responded to the 18-19 Grand Jury that they were in the process of creating consistent bidding documents and procedures relevant to the varying types of HCCSD projects they do. Our goal is to meet all deadlines set by the Mono County Grand Jury.

RECOMMENDATIONS

R1: The Grand Jury finds the HCCSD has complied with the 18-19 Grand Jury recommendations and continues to improve its contracting and purchasing rules. The Grand Jury has no further recommendations

19-20 Grand Jury Emergency Preparedness Final Report

Background

With the escalating dangers people everywhere face, the Mono County Grand Jury thought it important to report on some of the unique challenges facing Mono County, should the county be faced with a catastrophic event. We focused our report on the ability of Mono County's first responders and emergency planners to respond to such an event by looking at three main emergency response capacities: one, training and personnel, two, infrastructure, and three, communications. We will call these "Response Capacity One/Training and Personnel," "Response Capacity Two/Infrastructure and Response," and "Response Capacity Three/Communications" in the following report.

As the Grand Jury was pursuing its investigation, Mono County found itself confronted with just such an event; the ongoing coronavirus pandemic that was declared to be a county-wide emergency on March 16 and was still ongoing at the time of the writing of this report. At that time, the Grand Jury met and made the decision to discontinue the investigation into emergency preparedness for two reasons: first, in order not to create any distraction as Mono County's leaders responded to the pandemic and second, because the Grand Jury recognized that there will likely be a better opportunity to assess Mono County's emergency response capacity at a future date, once the Covid-19 emergency is over and there is an ability to look back at how the Covid-19 emergency, the longest lasting and most profound in the county's history, was handled.

Summary

Mono County faces a number of potential threats. For example, as a rural county surrounded by forest and desert, wildfires are one of the greatest threats to the county. Along with these increasingly large wildfires, another threat, Public Safety Power Shutoff events, where power can be shut off by utilities for multi-day stretches, are another.

Other events, such as emergencies due to large snowfall and avalanches are a relatively unique threat. Long winters and potentially large amounts of snow can create obstacles to emergency response.

Mono County also lies in an active earthquake zone; earthquakes are a serious threat.

More common threats to Mono County are multi-fatality automobile accidents, or a public health emergency.

What also makes Mono County unusual in facing these threats is two main things: one, its remoteness and geographical distance from large population areas and two, the fact it is a tourist-based economy.

For example, Mono County has a population of about 14,000 people, with a corresponding amount of public resources, staffing and infrastructure, but the county also sees more than 4.7 million visitor days per year.

Mono County's remote location also creates difficulties in receiving help from neighboring agencies. Mono County is considered to be a one of only a half dozen counties in the state considered to be a "frontier county" by state and national authorities--(According to the National Center for Frontier Communities, "Frontier America consists of sparsely populated areas (less than six people per square mile) that are geographically isolated from population centers and services. Frontier, like rural, suburban, or urban, is a term intended to categorize a portion of the population continuum. Frontier refers to the most remote end of that continuum...")

As such, significant help by highway is hours away at best, with the most accessible emergency help located in either the Carson Valley about 140 miles away to the north, or in the Ridgecrest/ Palmdale area, about 140 miles away to the south. Plane and helicopter access is also limited, due to the county's extreme weather and terrain.

Methodology

The Grand Jury conducted interviews with Mono County and Town of Mammoth Lakes (The TOML is the only community in Mono County that is incorporated) leaders in the areas of emergency response and communications. We also reviewed publicly available documents. We did not ask TOML or Mono County to provide documents, once the Coronavirus crisis arose, after March 13, 2020.

Supporting documents:

- <https://www.sierrawave.net/mammoth-lakes-fire-council-receives-grant-for-lakes-basin/>
- Resolution 2016-02, Mammoth Lakes Fire Department
- Community Planning for Wildfire "Final Recommendations for the Town of Mammoth Lakes" 2018
- Chapter 26.040 Transient Standards & Enforcement Mono County General Plan
- First Net info: <https://firstnet.gov/newsroom/press-releases/firstnet-authority-unveils-roadmap-plans-investment-principles>
- Quick Reference Contracting and Purchasing Rules
- Mono County HCCSD Contract Thresholds and Requirements (2019):
- All Hazards Team Contract
- Interagency Mutual Aid Agreement
- AB2249 Contracts by Public Agencies

Discussion

The TOML maintains an EOC (Emergency Operations Center) that is set up in the Minaret Mall's second floor (in a room called Suite Z) for emergency response purposes. This is the main EOC for the town; other places have included the Community Center on Forest Trail or field offices when needed. The county has a mobile EOC capacity, where an EOC can be set up in a trailer and moved, if need be, as well.

Response Capacity One: Training and Personnel

For the purpose of looking at the county's response capacity in terms of personnel and training, the Grand Jury focused on interviews with the MLFD (Mammoth Lakes Fire Department), the TOML (Town of Mammoth Lakes) government, and MCSO (Mono County Sheriff's Office).

The county responds to most emergencies using a "Mutual Aid" system, which is an agreement entered into by the TOML, Mammoth Fire District, and Mono County. From this group, an EOC can be created.

The county is also working on creating and training and certifying an AHIMT (All Hazards Incident Management Team) that would be available during emergencies. The team consists of a standing group of personnel from the three agencies taking part in the agreement. According to interviews with these groups, anyone on the AHIMT team must be given time by their prospective agencies to take part in training exercises. They will still be employed by and receive their normal benefits from their employer when they are working with the AHIMT.

At the time of this report, it was estimated that they are about halfway through their training regimen, which is based on the ICS noted above.

The county and TOML employees have already been through hundreds of hours of training in the ICS: they "are all at the 100 to 200 to 300 levels" according to Town officials.

That said, there are limits to what the team, called a 'Type 3 Team' under the ICS training, would take on alone. For example, active wildfires would generally be outside the scope of the team, as wildfires are generally handled by state or federal agencies who specialize in wildfire management, such as the U.S. Forest Service, the Bureau of Land Management, CalFire, etc.

The AHIMT has been used recently on some small events. The system was used last summer at times when fire danger was extremely high, but it operated in coordination with other wildfire responding agencies. The team receives technical assistance from the California Office of Emergency Services, or OES.

If an incident goes on for more than 24 hours, an EOC could be formed in Suite Z. This is a different multi-agency group comprised of various entities within the county, such as Public Health, the Mammoth Lakes Police, the Mammoth Fire Department, the Town's various departments such as Public Works, the county and various agencies from the county, Mammoth Hospital and possibly more, which could then make an emergency declaration.

A declaration can then pave the way to receive funding and resources from State or Federal agencies.

RESPONSE CAPACITY 2: INFRASTRUCTURE

For the purpose of examining how an emergency is responded to in terms of infrastructure capacity, the Grand Jury looked at wildfires in the most detail. Here is what the Grand Jury found:

Wildfire hazard mitigation is an important part of being prepared. Mono County has a three-pronged approach to fire mitigation. The first, initial focus is at the parcel level, because the most common method of fire spread within a community is from embers blown in front of a fire. So, efforts to harden the structure and manage fuels on and around the property are an important aspect of fire prevention.

The second priority is to focus is on hot spots around the area where debris or vegetation or terrain would make a fire especially hard to put out, once started; for example, a ravine, or heavily wooded or very steep area.

The third focus is perimeters around towns and neighborhoods. The Mammoth Lakes Fire Safe Council received a grant last year for \$1 million dollars from the Sierra Nevada Conservancy to be used for a 'Lakes Basin Hazardous Fuels Reduction Project.' This is a project which focuses on thinning and fuels reduction on Inyo National Forest lands in the Lakes Basin area, located at the end of Lake Mary Road above the town of Mammoth Lakes. The grant is especially useful because the U.S. Forest Service Inyo National Forest, which manages the Lakes Basin, has no funds set aside for fire mitigation work at this time, mostly because of the heavy financial toll of recent wildfires. However, a CalFire organization, the California Conservation Corps, has received funds to do fire cleanup projects and MLFD is in talks with them to see if they are able to do any projects in Mono County.

Another issue that presents a challenge to Mono County during fire season is that many property owners in fire-prone areas in California are increasingly having problems getting fire insurance. Insurance companies often deny insurance based on zip code, the Grand Jury was told, without considering the actual fire mitigation efforts that have been done, whether they are community wide or at the parcel level. That said, there is currently a bill, AB2167, working its way through the California legislature which forces insurance companies to consider individual and regional efforts to reduce fire risk and provides the resources for them to do so.

Another issue is that during a fire or other catastrophic event, it could become necessary to evacuate parts of the TOML or the rest of Mono County. There are several challenges which could impact the TOML's ability to evacuate some areas in an efficient manner. One is that there are only two points of egress from TOML, the Mammoth Scenic Loop and State Route 203. If a significant evacuation was ordered within the Town, especially during a busy period with large numbers of visitors in town, the two routes and internal routes within the town could become overwhelmed.

To add to the difficulty in evacuating some neighborhoods, such as Old Mammoth, or the Juniper Lodge area, have limited routes out of their neighborhoods, which makes access for firefighters, as well as evacuation, difficult.

The Lakes Basin in summer has many campsites and cabins with limited access, in or out, and very narrow, winding roads that are little more than one lane roads in some cases. And, there is only one viable way out of the Lakes Basin: Lake Mary Road.

Any resources which are not available locally would be at least 24 hours in getting to our area, even in the best of times. High winds, typical during fire weather, could hamper high profile vehicles from reaching our area. In addition, Mono County, as a governmental agency established to meet the needs of a permanent population of about 14,000, has limited resources to respond to an evacuation order. Even local responders could be coming from some distance away due to the large geographical area of the county.

Another challenge is providing temporary shelter for evacuees, especially if a large number of people were evacuated. Shelters take time and specialized resources to set up. Depending on the nature of the hazard most of the hard buildings which could be used as temporary shelter are in a small area in Mammoth Lakes and might not be out of danger.

There are also some solutions to these challenges currently in place. For example, MLFD can work with CalOES to facilitate pre-placement of remote resources in the local area, if CalOES parameters indicate a severe fire hazard exists in the area.

Another partial solution is that during the PSPS events last summer, the local radio station tasked by law with getting out emergency information to the public, KMMT at 96.5 FM, found out that their generator was not working. AmeriGas donated a generator and the TOML is now supporting that propane tank to power the generator.

RESPONSE CAPACITY THREE/COMMUNICATIONS:

This topic will be broken down into two parts: a) communication within emergency response agencies and b) communication to the public.

a) Communication within the County/TOML agencies:

Communications between Mono County leadership and citizens in both directions is an important component of emergency preparedness. The Grand Jury focused on interviews with the EOC's Public Information Officer and the Mono County Sheriff. (The Covid-19 emergency interrupted interviews with the county's IT department and many others.)

Internal communications among local first responders is critically important to daily operations, as well as during emergencies. The MLFD is using a radio system which has become outdated and unreliable. There have been many recent instances where the system has been down for as long as 24 hours at a time according to MLFD. To create an up to date system, it will be necessary to upgrade from the current VHF system to a digital system. The estimated cost for such an upgrade for Mono County is \$12 million dollars.

That said, the radios being used by the Sheriff's Office, which are within a system called "Land Reach Radio" or LRR, are under constant upgrading at this time; and, they are modern radios. The radio system itself functions in a rudimentary way, and there are significant issues with the ability to fully hear the information coming across the radio due to static. The terrain of the county limits some working radio signals; cost issues have limited the fixing or upgrading of the bigger system, such as repeaters and other infrastructure. This is a critical issue because the existing LRR system is used by far more than emergency responders; it is used by the schools, by the county's public work department, by the county sheriffs' dispatcher, by the public schools, and many other organizations and agencies.

Two organizations in the Eastern Sierra, the Mono County Sheriff's Office and Mono County paramedics, have a different communications system which is used alongside the LRR system. Their vehicles have a unique communications infrastructure; every patrol vehicle has a computer in it that is linked to the county dispatch system and as such, every deputy can hear all dispatch traffic and calls through their patrol car computers. In the Mono County Sheriffs' Office, this vehicle-computer-based system is used "98 percent of the time," in place of the radio system. (That said, a LRR radio system is still considered to be critical and must be maintained county wide, in the event of a cell service

disruption or an internet shutdown. In that case, the LRR radios could be the only way to communicate. “We are also committed to a non-digital system,” the county sheriffs’ department said.) The computers in the Mono County sheriff’s office vehicles are GPS-enabled, allowing, for example, dispatch and responders to know which deputy is closest to the scene of a 911 call. Sheriffs’ deputies can run a license plate or rap sheet using the computers; again, they are the only agency in the county or the region that can do this directly. All other agencies, such as the Bishop Police Department, the Inyo County Sheriff’s Office, the MLFD and more still must use their dispatch centers, either in Bishop or in Bridgeport, and get the info over the radio, which triggers privacy concerns since all people monitoring the radios can hear all information. The GPS system in the sheriff deputy vehicles also can show the best route to the scene of an incident, another valued capacity in a large county with more gravel and dirt roads than paved roads. Some other agencies, such as the MLPD, do have mobile apps on their cell phones where they can hear some dispatch information, such as the information available on RIMS, but they do not have computers in their patrol vehicles at this time.

Another challenge is that some agencies operating in the Eastern Sierra, such as the CHP, are not open to allowing access to their communications to be heard by other agencies. They have a separate communication system which other agencies are not allowed to listen to (although CHP can monitor the rest of the county’s emergency traffic).

Mono County has a unique opportunity to be an early adopter in this project to provide a proof of concept. Mono County is currently involved in a demo project of a nationwide program called FirstNet, which has created a public/private relationship to set up a network which enables existing cell towers, wi-fi, and VHF repeaters to be accessed from the same device. The system could also be utilized by a possible ‘regional’ dispatch system manned by the Mono County Sheriff’s Office. The project, which is a collaboration between the First Responder Network Authority (a branch of the Commerce Dept.) and AT&T, is in development now. There was a demonstration of the system scheduled for March, 2020 but the Grand Jury was unable to obtain any information about it (or if it even occurred) partly due to an NDA (non-disclosure agreement) Mono County is a party to.

There is also a study going on now involving the county, the City of Bishop, Inyo County and the TOML to support an option that would use this FirstNet system if it were to be implemented and each of these agencies has contributed \$25,000 toward it; the study is looking at implementing a new, regional dispatch center in the Eastern Sierra (see more on this below). The state is a party to this study and has agreed to fund part of the study. It is considered a “pilot program” concept. This idea of regional, versus local only, dispatch centers is a relatively new concept for the state, which is increasingly interested in getting more regional dispatch centers operating. In fact, such centers are slowly becoming more common; there is one in Shasta County, for example, called SHASCOM, and more in the pipeline coming soon for Imperial County and several other counties in the state. They are a “force multiplier” and, as such, are more efficient in terms of cost and capacity. But there are still major issues to be worked out with such a regional dispatch center, such as who would fund them, who would train the employees, where they are located, a myriad of union issues associated with each agency’s respective purposes, and more. For example, a significant issue is that the room holding a dispatch centers must be “hardened” by law so they are secure and very few buildings in the Eastern Sierra can be repurposed for this – the current dispatch buildings in both Mono and Inyo

county are too small for a regional dispatch center. This will cost money and that is a big issue that needs to be worked out as well.

Another challenge facing communications during an emergency is that the existing dispatch center for the entire county is in Bridgeport in the county jail. There is an unusual personnel situation in place here; the dispatchers on duty at any given time are also jailers; this is part of the job – to be both. This is unusual in the state of California; in most cases, dispatchers are trained to be dispatchers; and jailers are jailers. But in Mono County, the two jobs are combined. This can be an obstacle to training and retaining good employees, since the two jobs are very different; a good dispatcher might not be a good jailer. While isolation and limited housing in the Bridgeport Valley area are a challenge, the County Sheriffs' Office said they have been able to keep positions staffed relatively well.

b) Communicating with the public:

The other side of the communications coin is emergency responders must also, in times of widespread emergencies such as a wildfire or a pandemic, communicate with the public at large, or with a group of people who might be affected by the emergency. In that case, they have a few options; one is a governmental alert system called IPAWS (Integrated public alert and warning system) which is now integrated into most mobile phones and can only be disabled by the user, if they choose to do so. Most users do not know the alert system is there and, as such, it is usually not disabled. IPAWS can be “geo-targeted”, that is, set to send alerts to only a geographically defined area, such as in the case of the big winter of 2016-17 when it was used to inform residents of the Down Canyon area of June Lake that the dams on Rush Creek were in danger of overflowing. The system can also be set for a wider, or smaller, geographical area and all users within that area will get the alert. That capacity is useful in Mono County where a large part of the population is likely to be visitors, not residents, at any given time.

This IPAWS is a “redundancy to what we have, which is CodeRed,” according to the sheriffs' department. CodeRed is based on a resident or visitor choosing to sign up and can only be used if the owner of the phone has signed up.

To communicate with the public, there is also something called “Next Gen 911” which is in place in Mono County but is not yet common in many other parts of the state. If someone calls Mono County dispatch, they are automatically identified using this technology; “we can pinpoint someone moving through their house” according to the sheriff's department. That means the location or address of the person is automatically entered into the call; this is called “ANI/ALI” or Automated Name Identification/Automated Location Identification. It allows the dispatcher to save time as they do not need to ask the public where they are located, etc.

The county is also looking at large, electronic signs which can be placed in strategic areas on roadways and updated as needed. And, free-standing boards placed in areas frequented by the public, such as the Post Office and Vons in addition to other ways of communicating. The County and/or the TOML can place signs at all the transit centers, and bus shelters, if there is no power as an alternative to getting information out digitally. The TOML, in conjunction with the EOC, may also utilize the large CalTrans digital signs to inform the public. There is a move by local officials to get

the CalTrans signs powered by solar; as of now, if the power goes out they cannot run these large signs.

Another challenge is the patchwork nature of cell service in Mono County. While cell service has greatly expanded in the past ten years, due to Digital 395 and an investment in the area by various companies, there are still issues. For instance, the eastern part of the county, the Tri-Valley area, can only be accessed using AT&T, while other parts of the county, such as the Crowley Lake area, can only be accessed using Verizon.

Another challenge is that cell towers typically have had only have enough backup battery power for a few hours. This was revealed during last year's PSPS situation. Now, the main cell tower companies have committed to creating backup systems that could provide power for 24-48 hours but that is not entirely in place at this time. Verizon had a better backup battery system at the time; ATT was lagging but has since "stepped up."

The media, which includes local radio stations and newspapers, will be given up to date information for public access, based on protocols set by the town and the county. To be sure there is a unified message, the EOC will dedicate one person to do it; most likely the EOC PIO (Public Information Officer). The PIO is trained and meets regularly with all PIOs up and down the Eastern Sierra regularly, including the PIO for Caltrans, the U.S. Forest Service, the County Sheriff's Office, and more.

The TOML and the County are also talking about designating a "one stop shopping" website where the EOC PIO downloads approved information in real time and as such, people can get up-to-the-minute details on any given emergency. It will probably be located on the county page. They will also send information out via a subscriber list. Then, radio and print can pick it up, but they do have to opt in, as does the public.

Transient rentals, or short term rentals, such as condominiums, hotels, cabins, etc., are required to include signage which list local emergency phone numbers; however, the required signage does not include listings of websites where visitors can find emergency information in the event of a town or county wide emergency event and as such, get updated information. Transient use properties are inspected at the time their permits are issued but are not re-inspected on a routine basis, only if there is a complaint. The TOML has the right to enter these properties at any time.

Findings:

F1: The radio system currently being used by MLFD and much of Mono County is fast becoming obsolete and unreliable. The TOML, Mono County, and other agencies within the County have begun the process of upgrading internal communications. They also have a unique opportunity to participate in the "FirstNet" nationwide communications system, they have been asked to participate in a pilot project which would bring this system to Mono County to provide a proof of concept.

F2: MLFD, Mammoth Lakes Fire Safe Council, and other agencies throughout the County are making good progress in wildfire mitigation efforts.

Recommendations:

R1: The Grand Jury recommends that Mono County and the TOML continue to support Mono County's participation in the FirstNet communications system and/or any appropriate improvements to the system as resources allow. The Grand Jury further recommends that these improvements be made within the scope of a unified plan for the entire County.

R2: The Grand Jury recommends that Mono County and the TOML continue to support wildfire mitigation efforts in the areas surrounding Mammoth Lakes and in the County as a whole.

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

September 3, 2020

Honorable Judge Mark Magit
Presiding Judge, Mono County Superior Court
100 Thompson Way
Post Office Box 1037
Mammoth Lakes, California 93546

Re: Response to the Mono County 2019-2020 Grand Jury Final Report

Dear Judge Magit:

The Mono County Sheriff's Office is in receipt of the Mono County 2019-2020 Grand Jury Final Report. As required by California Penal Code Section 933(c), I am responding to the portions of the report that relate to the Mono County Sheriff's Office.

Annual Jail Inquiry as per Penal Code Section 919(b)

Finding 1: The Grand Jury finds that Mono County continues to maintain a well-run jail facility and has responded to the Coronavirus pandemic in an appropriate manner.

Recommendation 1: The Grand Jury finds that the Mono County Jail continues to be a well-run facility. The Grand Jury has no recommendations at this time.

The Sheriff's Office agrees with the finding and recommendation. We appreciate the time the Grand Jury took to conduct the mandated inquiry during this time of COVID.

Continuity Committee Mono County Jail Report

The Grand Jury revisited the Grand Jury Final Report from 2018-2019 regarding the Mono County Jail. The purpose of the review was to indicate if there was a response to the Grand Jury report and to report on what progress is being made to comply with their stated proposals in response to the recommendations of the Grand Jury.

Recommendations 1 – 4: The Grand Jury finds that Mono County and Mono Sheriff's Office have made every effort to comply with the recommendations of the 18-19 Grand Jury.

The Sheriff's Office agrees with the recommendation.

Recommendation 5: The Grand Jury finds that, given current circumstances, a visit to the Jail would not be appropriate at this time.

The Sheriff's Office agrees with the recommendation, which was specific to the Board of Supervisors conducting an in-person visit of the Jail.

Emergency Preparedness Final Report

Finding 1: The radio system currently being used by MLFD and much of Mono County is fast becoming obsolete and unreliable. The TOML, Mono County, and other agencies within the County have begun the process of upgrading internal communications. They also have a unique opportunity to participate in the "FirstNet" nationwide communications system, they have been asked to participate in a pilot project which would bring this system to Mono County to provide a proof of concept.

Recommendation 1: The Grand Jury recommends that Mono County and the TOML continue to support Mono County's participation in the FirstNet communications system and/or any appropriate improvements to the system as resources allow. The Grand Jury further recommends that these improvements be made within the scope of a unified plan for the entire County.

The Sheriff's Office agrees with the finding and recommendation. The Mono County Information Technology Department is driving the effort to improve the communications system in Mono County. All stakeholders are involved in the process, and regular meetings are held to keep the project moving forward and ensure all partners are informed on the status of the project. Stakeholders are considering a variety of technical solutions including incorporation of the FirstNet system. Work on improving the system is ongoing with a number of incremental technical improvements slated to happen by December, 2020. It is anticipated that substantive system improvements will take several years to complete and likely not be fully operational until 2025.

Respectfully submitted,



Ingrid Braun
Sheriff-Coroner

- c: Mono County Board of Supervisors
Robert Lawton, County Administrative Officer
Stacey Simon, County Counsel
Nate Greenberg, Information Technology Director



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT Letter re: US Forest Service Illegal
Activity Report

**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 Hillary Hansen Jones to the Board regarding the USFS Illegal Activity Report on the September 8, 2020 Board of Supervisors meeting agenda.

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
9/11/2020 9:04 AM	County Administrative Office	Yes
9/11/2020 9:04 AM	County Counsel	Yes
9/11/2020 9:04 AM	Finance	Yes

From: Hillary Hansen <hillaryhansen@yahoo.com>

Sent: Thursday, September 10, 2020 7:32:09 PM

To: Stacy Corless <scorless@mono.ca.gov>; Fred Stump <fstump@mono.ca.gov>; John Peters <jpeters@mono.ca.gov>; Jennifer Kreitz <jkreitz@mono.ca.gov>; Bob Gardner <bgardner@mono.ca.gov>

Cc: Stacey Simon <ssimon@mono.ca.gov>; Jason Canger <jcanger@mono.ca.gov>; Shannon Kendall <skendall@mono.ca.gov>

Subject: Official Correspondence to the Mono County Board of Supervisors regarding the USFS "Illegal Activity Report" in the 9/8/20 BOS Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mono County Board of Supervisors,

Other concerned citizens and I have brought the illegal dewatering of Wilson Creek and DeChambeau Ranch and Ponds to the Board's attention since May of 2019, and yet nothing has changed with the exception of the habitat being further destroyed. I am very disappointed at the lack of concern shown by the Board of Supervisors at the September 8th, 2020 meeting regarding this most pressing environmental issue.

I want to make a brief statement for the official record regarding Gordon Martin, and Thomas Torres' report addressed to the Board in the correspondence in the September 8th, 2020 agenda:

I find it astonishing and frankly bizarre that the DeChambeau Ranch/Ponds Illegal Activity Report was submitted to the board. If including my name on this "formal report" presented to USFS law enforcement, (likely a confidential internal USFS document) implies that I am somehow being associated with these actions (that have supposedly happened, without any proof), the Forest Service has degraded themselves to a level lower than I would have imagined. This is outrageous and inappropriate. I haven't yet decided what action I will be taking.

To address the report specifically:

1. Several Lee Vining residents told me that the non-native fish were first discovered in DeChambeau Pond 4 this past January 2020. Incidentally, Gordon Martin publicly spoke to the BOS about a "fishery" being maintained in the ponds around the same time. He is on video, on record saying this. Regardless, this issue has been known about for at least eight months and has no relevance to water levels in the creek and ponds.

2. Anybody, including a random tourist, could have removed the boards that were supposedly "taken out" of a ditch apparently at the ranch. This involves water that has already arrived at the ranch and has no relevance to the ponds or the creek levels.
3. The County Ponds that are fed by a flow from DeChambeau Pond 4 have been dry since May. The USFS report claims that "someone illegally removed a board" that was maintaining the level in Pond 4, and that the board "was replaced and the water level in pond four was restored". Though I do not know about the removal of this supposed board, it sounds like it has been a policy at least this season to obstruct the flow to the County Ponds by using a board. This suggests that drying out the County Ponds was an intentional management decision. I want an answer as to why the USFS decided to dry out the County Ponds intentionally, disrupting nesting season, and causing invasive weeds to move into the ponds.
4. In this list of supposed "illegal activities" compiled by the USFS, it is perplexing that there is no mention whatsoever of the illegal hot tub that was constructed at some point last spring near DeChambeau Pond 4 and has not yet been removed. Many local observers have noticed this hot tub, yet the USFS does not include it in their list?
5. It is unfortunate that a valve was turned on and apparently obstructing the flow to DeChambeau Pond 2 (if indeed this actually happened). However, I do not believe it is likely this valve was open for very long (if at all) or that it was the reason for any of the destruction this summer. If a valve has indeed been on all summer effecting the flow, it is further sign of incompetence and mismanagement if it took the "Natural Resource Specialist" this long to discover the problem. However, I do not think this valve could have been open, nor causing the problems. I believe this valve would have noticeably flooded the meadow areas near DeChambeau Pond 2 if it had been open for any significant time, and I do not believe there is evidence of this. I continue to submit that the extreme low levels of water in Wilson Creek is what dropped the water level of the ponds. There is evidence of a direct correlation of this.
6. I cannot understand why the "Natural Resource Specialist" suggests "exotic" or "invasive" weeds would be introduced by water flowing into the grass around this valve. Why is the valve there if it was not to water the meadow? USFS management documents I have sent to the Board describe how watering the meadow has been a "desired condition" in the past. On the other hand, I do believe invasive weeds have moved into the dry County Ponds.

Much of my information on the ponds and ranch system comes from notes that were given to my father, Tim Hansen, over 20 years ago. In addition, my uncle, Jeff Hansen of Construction Specialty, has performed work on the DeChambeau project at different times over the years. Local hunters and other long-time residents are familiar with the many facets of the system. We remember and know how these resources are supposed to be managed, and we know when we see it being done wrong.

I don't expect Gordon Martin, Thomas Torres, or the Mono Lake Committee "restoration field technician" (who has been taking a very active role in the current management, which is entirely inappropriate), to have this same amount of historical knowledge. They have not lived here long and do not seem to be very familiar with the area they are trying to manage.

It should be clear to all by now, that a certain amount of water must be in Wilson Creek for the habitat at the DeChambeau Ponds to be maintained, regardless of whether valves are being opened or not. There have been times in the past two years where there has been far too little water left to maintain all the resources. Wilson Creek itself has of course also suffered, and lower Wilson Creek is still being cut off and left dry below Cemetery Road. These extremely low flows are likely harming habitat on upper Wilson Creek on County land as well.

On August 27th, a friend of mine and her mother explained to me that they encountered Sheila Irons from the Forest Service and "someone named Bobbie" from the Mono Lake Committee at the Cemetery Road diversion. They were told by them that "Wilson isn't a creek, but rather a non-native, system" and that "the focus is on Mill Creek, because it's the historic water path, and has a broader ecological base, and is the native riparian outlet into Mono Lake". On that same day, August 27th, I documented an exceptionally low flow in the creek at that spot; only a trickle remained. In an interesting new development, as of Sunday, September 6th, the water has dramatically risen at the Cemetery Road diversion, and, as the Forest Service report also mentions, Pond 2 has started to rise as well. Regardless of whether or not valves are being opened or not at the ponds, it should by now be clear to all involved that the pond levels depend on the amount of water that is in Wilson Creek. It appears that in the past week, some adjustment has been made in the creek flow, which is why the ponds are now rising.

Prior to the 9/8/20 meeting, I sent the Board supporting photos and video of this dramatic increase in water levels. I have included them again with this email, as formal correspondence for the record.

It appears that the "Settlement Parties" are confused, embarrassed, and desperate, and are grasping at a few trivial incidents to discredit those of us who are dedicated to achieving a proper and viable solution to this issue that preserves these critical natural resources.

Sadly, these entities, rather than being interested in sitting down, listening, and working towards real solutions, are more willing to engage in defamation in a desperate attempt to discredit me, a local citizen, who is merely expressing concern over the management of public lands and water.

I agree with more water being sent into Mill Creek than has been over the past century. I love Mill Creek and want to see it thrive, but I find it unacceptable to jeopardize and destroy habitat dependent on Wilson Creek in the process.

I honestly believe a solution is possible that will protect every resource in the Mono Basin.

Is this really such an unreasonable perspective?

I once again implore you, Mono County Board of Supervisors, as a governing body and as a water rights holder, to take this issue to the State Water Resources Control Board, where this issue can be debated in an appropriate forum.

Respectfully,

Hillary Hansen Jones
Mono Lake



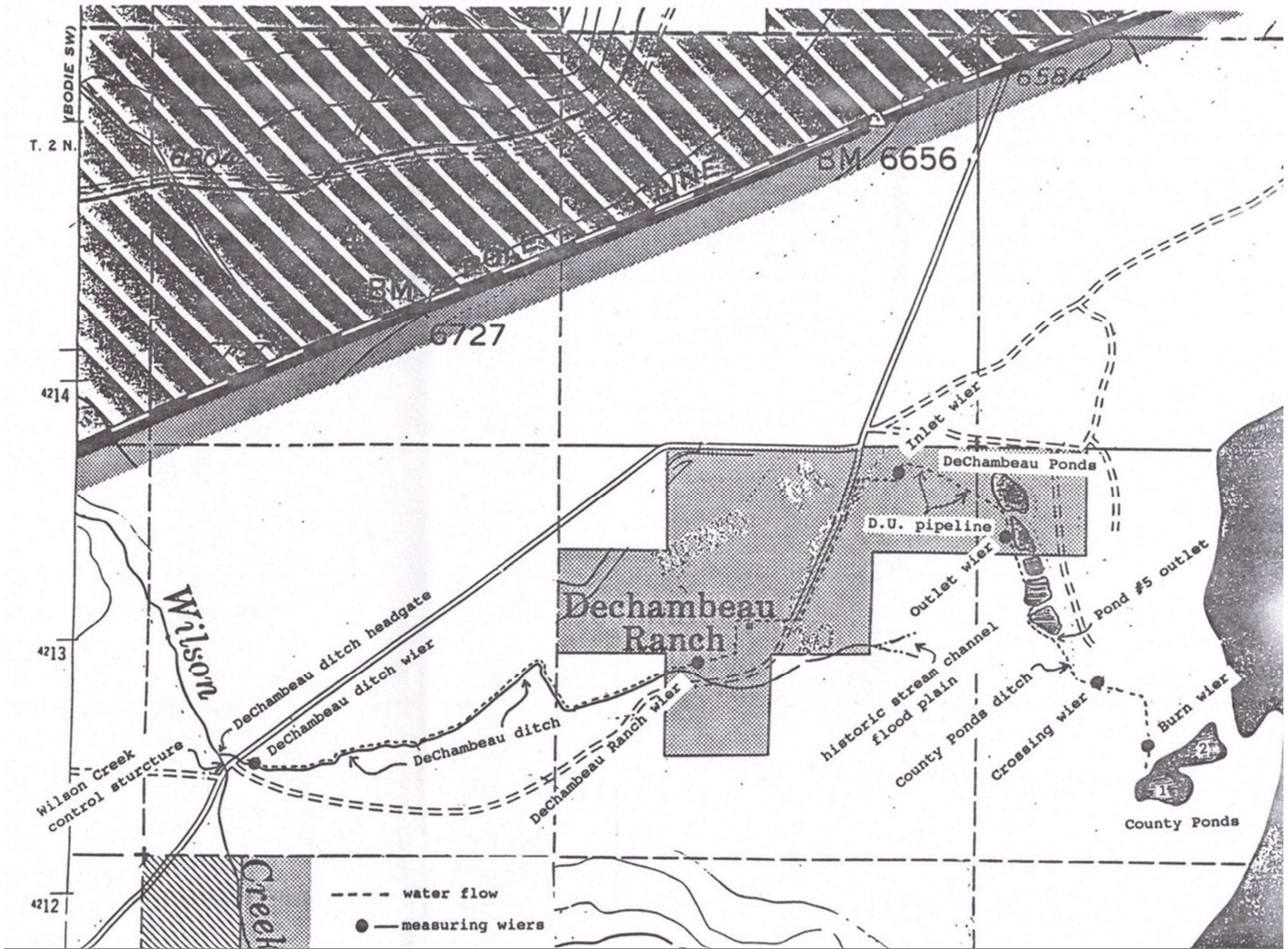
9/6/2020 at DeChambeau Pond 2 gauge



8/27/2020 at Wilson Creek/Cemetery Road Diversion

9/6/2020 at Wilson Creek/Cemetery Road Diversion

Map of Wilson/DeChambeau Water system give to me by my father, Tim Hansen:





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

PERSONS Various

SUBJECT Update on Wildfires and Review of
Open Fire Ban and Campground
Closure

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County and Closing County Campgrounds Due to Extreme Fire Danger.

RECOMMENDED ACTION:

Hear update and determine whether to terminate open fire prohibition and Lundy Campground closure. If Board takes no action, then prohibition and closure remain in effect. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-648-3270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Acting Forest Supervisor Pancho Smith Email
<input type="checkbox"/> Message from MLFD Chief Frievalt
<input type="checkbox"/> Ordinance

History

Time

Who

Approval

9/10/2020 3:22 PM	County Administrative Office	Yes
9/9/2020 4:30 PM	County Counsel	Yes
9/9/2020 5:28 PM	Finance	Yes

From: Smith, John -FS <john.smith3@usda.gov>

Sent: Thursday, September 10, 2020 5:31 PM

To: Schweizer, Debra A -FS <debra.schweizer@usda.gov>

Subject: RE: Inyo National Forest in Proactive Planning with Creek Fire Incident Management Team for Creek Fire

I wanted to share a brief message regarding the Creek Fire:

The Inyo National Forest is working closely with the Town Of Mammoth Lakes, Town of Mammoth Lakes Fire Department, Town of Mammoth Lakes Police Department and Mono County Sheriff's office, and the Creek Fire Incident Management Team (IMT). The team is fully aware that Reds Meadow/ Lakes Basin/ Town of Mammoth Lakes is to the east of the fire.

As you know this fire has demonstrated significant growth and we take its potential very seriously. The Inyo National Forest is developing a plan with the IMT if wildfire suppression response is needed. The proactive planning that has already taken place is the establishment of Management Action Points (MAPs) or trigger points between the fire and our community. These points will determine our actions such as notification, need for prepping areas, establishment of contingency fire lines and other actions. These actions will take place long before the fire gets to us. These MAPS are set to give the firefighters plenty of time to begin the efforts they need to slow the fire spread in addition to ensuring the safety of our first responders and firefighters. We are committed to the safety of our communities and neighbors.

Please visit Creek Fire via Inciweb or the Sierra National Forest's Facebook/ Twitter page.

<https://inciweb.nwcg.gov/incident/7147/>

<https://www.facebook.com/SierraNF>

https://twitter.com/Sierra_NF



John F. "Pancho" Smith
Acting Forest Supervisor
Forest Service

Inyo National Forest

p: 760-873-2550

c: 805-448-0276

john.smith3@usda.gov

351 Pacu Ln, Ste 200

Bishop, CA 93514

www.fs.fed.us



Caring for the land and serving people

"Be decisive. Right or wrong, make a decision.

**The road of life is paved with flat squirrels who
couldn't make a decision."**

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Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA, 93546
Ph: (760) 965-3600
Fax: (760) 934-7493

FOR IMMEDIATE RELEASE

Date: **September 10, 2020**
Contact: Stuart Brown, Parks and Recreation Director & Public Information Officer
Phone: (760) 965-3696
Email: sbrown@townofmammothlakes.ca.gov
Website: www.Townofmammothlakes.ca.gov

A MESSAGE FROM THE MAMMOTH LAKES FIRE PROTECTION DISTRICT CHIEF REGARDING THE CREEK FIRE

The Quick Facts:

- The Creek Fire is the closest fire to Mammoth Lakes and is the source of the majority of the smoke impacts.
- There is no current or projected evacuation order for the Town of Mammoth Lakes at this time.
- Based on the information we have, the fire's "edge" is about 19 miles from town. A previous social media post indicated that spotting occurred 15 miles from town; however, this was incorrect.
- There is an evacuation order within Madera County that includes the Reds Meadow area, but it is a massive "zone" which includes the town of Oakhurst. I have been in touch with Sheriff Braun to see if we can get some better granularity on that.
- We will see dense smoke from this fire as long as prevailing SW winds are present. If you have sensitivity to smoke, know that these conditions may persist for some time.
- You should continue to stay situationally aware of the weather and the fire through the various links we are providing on our page.
- While the fire has a long way to travel here, and must cross some significant barriers, it has already displayed extreme fire behavior and we are giving it our full and complete attention. I have personally been in Reds Meadows multiple

times over the past 72 hours to maintain awareness and stay in touch with the public and private operations in that area.

- We are actively working with our fire and law enforcement cooperators to create several layers of decision points for various actions, up to and including evacuations.
- If, over the next few days, conditions on the ground pass our decision points, early notification will be issued through Mono County Code Red Alert system, and also through a program that will send a text to your cell phone if it is connecting to a cell tower in the impacted area.
- The Town of Mammoth Lakes public information officer will be providing relevant information, similar to the way winter storm, red flag, and other weather emergencies are communicated. Information will be updated frequently regarding the Creek Fire on the Town Website under the News Flash section on the homepage and shared throughout the Eastern Sierra Public Information Officer communication channels.

While we will attempt to provide an elevated level of information on social media while the Creek Fire is impacting us, please use links to direct authoritative sources below for the most accurate and up to date information.

Frank Frievalt

Fire Chief, Mammoth Lakes Fire Protection District

Important Links:

- Town Website (News Flash): <https://www.townofmammothlakes.ca.gov>
- Creek Fire Incident Information: <https://www.fire.ca.gov/incidents/2020/9/4/creek-fire/>
- Mono County Code Red Alert System: <https://public.coderedweb.com/CNE/en-US/09531DC35832>
- Air Quality – Mammoth Lakes: <https://gbuapcd.org/cgi-bin/tabularViewer?siteName=AirVision/Mammoth%20Lakes>
- AirNow: <https://www.airnow.gov/national-maps/>
- Great Basin Unified Air Pollution Control District: <https://www.gbuapcd.org/>
- CAL FIRE Wildfire Preparedness: <https://www.readyforwildfire.org/prepare-for-wildfire/go-evacuation-guide/>



ORDINANCE NO. ORD20-09

**AN URGENCY ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS PROHIBITING
OPEN FIRES ON PRIVATE PROPERTY
WITHIN THE UNINCORPORATED AREAS OF MONO COUNTY
AND CLOSING COUNTY CAMPGROUNDS
DUE TO EXTREME FIRE DANGER**

WHEREAS, on June 27, 2020, citing ongoing drought conditions, well below average rain and snowfall, and extreme dry conditions, the Inyo National Forest and Bureau of Land Management Bishop Office issued restrictions on open fires on federal lands in the Eastern Sierra, which restrictions remain in effect; and

WHEREAS, thereafter, on Sunday, September 7th, California's Governor Gavin Newsom declared a state of emergency in five California Counties due to the existence of 25 major wildfires which have collectively burned more than 1.2 million acres across the State and hundreds of smaller fires; and

WHEREAS, also on Sunday, September 7th, the United States Forest Service closed eight National Forests in California due to extreme fire conditions, including the Inyo National Forest which encompasses portions of both Mono and Inyo Counties; and

WHEREAS, the Slink Fire, which was first reported on August 29, 2020, continues to burn in the northern Mono County area, and has now burned more than 20,000 acres; and

WHEREAS, in light of the extreme fire danger facing both the State as a whole, and Mono County specifically, the Mono County Board of Supervisors finds it necessary to enact restrictions on certain open fires on private lands within the County and to close its County-operated campground at Lundy Lake, in order to further reduce the likelihood of human-caused fires within Mono County; and

WHEREAS, there is an immediate need to take action to protect the public health, safety and welfare of the citizens and natural environment of Mono County from further harm and risk due to extreme wildfire and fire hazard conditions, the lack of firefighting resources statewide and extreme dry conditions in Mono County;

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

SECTION ONE: The above recitals are adopted as findings of the Board of Supervisors.

1 **SECTION TWO:** Lundy Campground shall be immediately closed to all use and staff
2 shall take such steps as necessary to notify the public of the closure. This closure shall be
3 reviewed by the Board on September 15, 2020, and at each meeting thereafter of the Board of
Supervisors, until terminated by action of the Board.

4 **SECTION THREE:** Outdoor fires, including campfires, bonfires, pit fires, or any other
5 open flame fire (but excluding propane or charcoal barbecues used for cooking) are hereby
6 prohibited on all private lands within the unincorporated area of Mono County. This prohibition
7 shall be reviewed by the Board on September 15, 2020, and at each meeting thereafter of the
Board of Supervisors, until terminated by action of the Board.

8 **SECTION FOUR:** This ordinance shall become effective immediately upon its
9 adoption as an urgency measure pursuant to Government Code sections 65858 and 25123. The
10 Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary
hereof in the manner prescribed by Government Code section 25124 no later than 15 days after
the date of its adoption.

11 **PASSED, APPROVED and ADOPTED** this 8th day of September, 2020, by the
12 following vote, to wit:

13 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

14 **NOES:** None.

15 **ABSENT:** None.

16 **ABSTAIN:** None.



17
18 Stacy Corless, Chair
19 Mono County Board of Supervisors

20
21 **ATTEST:**

22 
23 Queenie Barnard (Sep 8, 2020 13:50 PDT)
24 Clerk of the Board

20
21 **APPROVED AS TO FORM:**

22 
23 Stacey Simon (Sep 8, 2020 13:51 PDT)
24 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Elections

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Shannon Kendall

SUBJECT Election Update

AGENDA DESCRIPTION:

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

Update on November 3, 2020 General Election.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: 760-932-5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
9/10/2020 3:22 PM	County Administrative Office	Yes
9/9/2020 1:06 PM	County Counsel	Yes
9/9/2020 4:08 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: CAO

TIME REQUIRED 1 hour

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
9/10/2020 3:20 PM	County Administrative Office	Yes
9/9/2020 4:44 PM	County Counsel	Yes
9/9/2020 4:08 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Finance, CAO

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Kathy Peterson, Alicia
Vennos

SUBJECT CARES Act Spending Plan -
Community Support Programs

AGENDA DESCRIPTION:

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

The Board received a presentation about the proposed CARES Act spending plan on September 1, 2020. Since then, spending projections have been updated resulting in \$250,000 available for community support programs. Staff recommend using these funds for a Right to Recover program, Latinx outreach, and a Small Business Grant program. Recommended program statements are included and County staff will make a presentation about each and answer questions.

RECOMMENDED ACTION:

- (1) Approve the proposed CARES Act spending plan, the Right to Recover program, the Latinx outreach proposal, and the Small Business Grant Program, as presented or revised.
- (2) Authorize the County Administrative Officer to shift funds between spending categories if one area has unspent funds.
- (3) Provide any direction to staff, if desired.

FISCAL IMPACT:

Allows distribution of \$250,000 of federal funding of which \$232,000 will disburse directly to citizens and businesses of Mono County to offset financial hardships resulting from the COVID-19 public health emergency.

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
Staff Report
CARES Act Spending Plan v2

- [D Mono Right to Recover Program Overview DRAFT](#)
- [DRAFT Mono Right to Recover Application](#)
- [Business Assistance Grant Program DRAFT](#)
- [Previous Staff report - CARES Act presentation from 9-1-2020](#)

History

Time	Who	Approval
9/10/2020 3:22 PM	County Administrative Office	Yes
9/9/2020 4:44 PM	County Counsel	Yes
9/10/2020 2:17 PM	Finance	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: September 15, 2020

Re: CARES Act Spending Plan – Community Support Programs

Recommended Action:

1. Approve the proposed CARES Act spending plan, the Right to Recover program, the Latinx outreach proposal, and the Small Business Grant Program, as presented or revised. Provide any direction to staff, if desired.
2. Authorize the County Administrative Officer to shift funds between spending categories if one area has unspent funds.

Discussion:

On September 1, 2020, staff made a presentation about the County's proposed spending plan for the \$1,373,000 in CARES Act funding allocated from the State. That plan included \$134,000 dedicated for community support type programs. The previous staff report providing background and information about the CARES Act funding is attached as supplement information to this agenda item.

Since September 1, two actions have occurred that revise the original spending plan as follows:

- Estimates of non-community support categories are less than anticipated based on recently received information. As a result, \$250,000 is now available to fund Community Support programs.
- Staff recommend funding the following programs under the Community Support category:
 - \$32,000 – Right to Recover program. This program provides a preloaded Visa/Mastercard type card with \$1,000 as income replacement to certain qualified individuals who are ordered to quarantine and do not have any other source of income or benefit available to them. The draft of the program policy statement is attached to the agenda item and staff will be present to give an overview and answer questions.

- \$18,000 – Latinx outreach. This program will provide funding to engage a consultant and other extra hires to support efforts in reaching out to this vulnerable population in our community.
- \$200,000 – small business grant program. This program will assist eligible business in unincorporated Mono County to offset financial hardships incurred because of the pandemic and its economic impacts to local businesses.

Once this revised plan is approved, staff recommend the Board delegate authority to the County Administrative Officer, Robert Lawton, to shift funding between categories if one area has unspent funds. This will ensure the County best leverages this federally sourced one-time funding to support the public health emergency efforts in our communities.

Fiscal Impact:

Leverages federal financial resources of \$1,373,000 to support the County's response to the COVID-19 impacts to our local communities, including \$232,000 in direct financial assistance payments directly to members of the Mono County community.

MONO COUNTY SPENDING PLAN
CARES Act Funding

<i>As of September 1, 2020 and Recommended by Staff</i>	Presented to BOS 9/1/20	Reassignments	Proposed 9/15/2020
Non-Public Health payroll costs	\$ 579,000		\$ 579,000
Contact Tracing efforts	50,000	(11,700)	38,300
Public Health - supplement other funding sources	200,000		200,000
Maintain essential governmental services	285,000	(49,300)	235,700
Non-congregate housing costs	75,000	(25,000)	50,000
Extra hires for enforcement efforts	40,000	(20,000)	20,000
Election costs	5,000	(5,000)	-
Advertising campaign - masks, social distance	5,000	(5,000)	-
Other discretionary purposes	134,000	(134,000)	-
Right to Recover program		32,000	32,000
Latinx outreach		18,000	18,000
Business grant program		200,000	200,000
	<u>\$ 1,373,000</u>	<u>\$ -</u>	<u>\$ 1,373,000</u>

DRAFT

MONO COUNTY RIGHT TO RECOVER (R2R) PILOT PROGRAM FOR COVID-19 POSITIVE INDIVIDUALS

Program Overview

On September 15, 2020, the Mono County Board of Supervisors approved \$32,000 in funding for the Right to Recover Program, to develop and implement a pilot stipend program for COVID-19 positive individuals who are unable to work due to the need to self-isolate for a minimum of 10-days.

At implementation, the program is expected to serve approximately 30 individuals in Mono County. Additional funds may be applied to the program if the program is successful, and additional funds are available.

The effective date of implementation for the new pilot stipend program, ***Mono County Right to Recover (R2R)***, is September 16, 2020 through December 31, 2020.

Referral Process and Eligibility Criteria

As currently designed, the program will receive referrals, in the form of an application, from the Mono County Public Health Department (PHD) or designated health clinics on behalf of individuals who test positive for COVID-19 effective September 16, 2020. In addition to the positive test result, the adult individual(s) must also:

- Not be in receipt of unemployment insurance benefits or paid sick leave when the results are received;
- Be 18 years or older;
- Have not previously received payment through the R2R program, as the stipend is a onetime only payment limited to adult household members who test positive for COVID-19; and
- Be a resident of Mono County for a minimum of six months.

Once eligibility is determined and the application is received by PH, a spreadsheet with contact information for the COVID-19 positive individual will be sent to PH Finance office each day.

IMPORTANT: At this time, if an application is submitted with an address outside Mono County, it will not be considered for funding.

Possession and Delivery of Prepaid Visa Cards

PH's Finance Office will inform the Auditor of how many cards are needed for distribution on a regular, agreed upon basis. Finance will then send, by certified mail, a pre-paid \$1000 Visa card along with an informational/instructional insert, to the COVID-19 positive address on file.

DRAFT

Frequently Asked Questions (FAQs)

1. **Can I qualify if I am receiving Unemployment?** No. Current recipients of Unemployment Insurance Benefits (UIB) are not eligible for the stipend.
2. **Do I qualify if I have employer paid sick leave?** No. If you qualify for and are receiving employer paid sick leave of any kind you are not eligible for the R2R program.
3. **Will immigration status impact program eligibility?** No. Program eligibility is not based on immigration status.
4. **Am I eligible for the program if I have been laid-off or furloughed, but have not tested positive for COVID-19?** No. Eligibility for the R2R program is based on a positive COVID-19 test in addition to the eligibility criteria above.
5. **Is the stipend retroactive?** No. Stipends are not retroactive. The effective date of program eligibility is September 16, 2020.
6. **How long can I receive the stipend?** Stipends are available to eligible COVID-19 positive individuals, who meet all eligibility criteria, on a one-time basis.
7. **How will I receive the stipend?** Stipends will be issued in the form of a Prepaid Visa card.
8. **Can I get the stipend in another form (check, wire transfer)?** At this time stipends will only be issued in the form of Prepaid Visa card.
9. **If I am still sick after 2 weeks, can I get a second stipend payment?** No. The stipend program is for a two-week period only. Extensions will not be considered.
10. **I am waiting for my test result. They told me that I should not go to work until I get my test result. Am I eligible for the stipend?** No. Eligibility for the stipend is effective once the individual has received a positive COVID-19 test result.
11. **Is the stipend taxable income?** No. Stipends are not taxable income.
12. **Will my information be shared with any other government agency?** No. All information provided to determine R2R program eligibility is confidential and will not be shared with any outside entities other than those referenced above at this time.
13. **Do I have to be employed to receive the stipend?** No. Employment is not a program eligibility requirement; however, any eligible adult household member must test positive for COVID-19 and meet all other eligibility criteria above.

DRAFT

- 14. I am homeless and have tested positive for COVID-19. How can I receive a stipend?** The homeless individual is required to self-isolate for a minimum of 10 days in the Project Roomkey hotel, currently the Sierra Nevada Resort in Mammoth Lakes, before they can receive the stipend.
- 15. If I am homeless and self-isolate in a hotel other than the Sierra Nevada Resort, will I be eligible for the stipend?** No. At this time self-isolation for a minimum of 10 days is limited to the Sierra Nevada Resort.
- 16. Will the Public Health Case Investigation/Contact Tracing (CI/CT) Unit provider complete applications for each adult in household?** Yes, they will complete the application for each individual COVID-19 positive (as confirmed by lab test) eligible adult in the household.
- 17. If more than one family lives in a household, are they limited to one stipend?** No, if more than one adult household member tests positive for COVID-19, they will each need to apply for the R2R program, and approval is granted based on meeting all eligibility criteria.
- 18. Is marriage a factor for eligibility?** No.
- 19. Should there be a list of all other adults in the one application?** No, as this would be a violation of the Health Insurance Portability and Accountability Act (HIPPA).

For questions, contact the Mono County Public Health Department.



Mono County Right to Recover Stipend

Mono County Right to Recover Stipend serves to keep vulnerable populations self-isolating to protect community health and slow the spread of COVID-19.

Tell us about the COVID-19 positive individual

1. Name* *First and Last*
2. Address*
3. Address 2
4. City/Town*
5. Zip/Postal Code*
6. Email Address
7. Phone Number
8. Date of Birth* *Month/Day/Year*

Authorized Representative Certification

9. I understand that the above-named COVID-19 positive individual must be a Mono County resident (for at least 6 months) and is 18 years or older.*
 - I certify that to the best of my knowledge, the above-named individual is a Mono County resident and has resided in Mono County for at least 6 continuous months and is 18 years or older.
10. I understand that the above-named individual must read and agree to comply with the Mono County Public Health Department's guidelines 'Home Isolation Instructions for People with Coronavirus-2019' found at the links below: *

English: [\[link\]](#)

Spanish: [\[link\]](#)

 - I certify that the above-named individual has confirmed they will read and agree to comply with the Mono County Public Health Department's guidelines 'Home Isolation Instructions for People with Coronavirus-2019'.
11. I understand that the above-named individual must not be receiving unemployment nor paid sick leave while they isolate in their home due to COVID-19.*



Mono County Right to Recover Stipend

- I certify that to the best of my knowledge, the above-named individual is not receiving unemployment nor paid sick leave as they currently isolate in their home due to COVID-19.
12. By accepting this stipend, the above-named COVID-19 positive individual has agreed to self-isolate at home for a minimum of 10 days.*
- I certify that the above-named individual has agreed to self-isolate at home for a minimum of 10 days.
13. I certify that I received this referral from the below named CI/CT Provider.* *Type*
First and Last Name of CI/CT Unit Provider who made this referral.
14. I certify to the best of my knowledge that the above is accurate and true and that the above-named individual understands that any misrepresentation of information could disqualify their application.*
Type First and Last Name
15. Case Investigation/Contact Tracing (CI/CT) Unit Provider.*
I have received verbal authorization to complete this application on behalf of the above-named COVID-19 positive individual as an organizational representative of:
- Mono County Public Health Department (PHD)



P.O. BOX 603 ▲ 452 OLD MAMMOTH ROAD #306 ▲ MAMMOTH LAKES, CA 93546 ▲ 800-845-7933 ▲ WWW.MONOCOUNTY.ORG

MONO C.U.R.E. (County Unified Recovery Effort) ***Mono County Business Assistance Program - DRAFT***

MONO C.U.R.E. (County Unified Recovery Effort) is a business assistance grant program designed to provide assistance to businesses in unincorporated Mono County who are experiencing financial hardship due to the COVID-19 pandemic, the statewide Stay-At-Home Executive Order and the subsequent mitigations mandated for business operations. This program is designed to provide “bridge” funding for small businesses, to help retain local jobs, keep storefronts tenanted, and support the local economy in light of the ongoing public health emergency.

Financial support in the amount of \$200,000 for the MONO C.U.R.E. program comes from Mono County’s CARES Act funding allocation, as approved by the Board of Supervisors on Sept. 15, 2020. This program will help eligible small business owners in unincorporated Mono County impacted by COVID-19 to stay afloat during this unprecedented time.

All qualified small businesses are encouraged to apply for a one-time MONO C.U.R.E. grant. Awards will not exceed \$10,000, although amounts may vary depending on number of eligible applicants. Grant funding may be utilized for most business costs including rent or mortgage, payroll, utilities, insurance, loan payments related to running the business and any other documented cost of business operations, *with the exception of property taxes*, (CARES Act regulations specifically preclude the use of this funding for property tax payments).

MONO C.U.R.E. PROGRAM ELIGIBILITY REQUIREMENTS

- All businesses in unincorporated Mono County (outside the Town of Mammoth Lakes municipal boundary) may apply, including sole proprietorships with or without employees, as well as those who received Paycheck Protection Program (PPP) and Economic Injury and Disaster Loan (EIDL) assistance.

TIER ONE: Priority will be given to those who did not receive PPP, EIDL or other funding, (this is a requirement of this County funding source through the CARES Act).

TIER TWO: All other eligible businesses, including those that received PPP, EIDL or other assistance funding.

***** EVERY ELIGIBLE BUSINESS IS ENCOURAGED TO APPLY*****

- Businesses must make less than \$2,000,000 in gross revenues in the prior year (January 1, 2019 – December 31, 2019) from operations within unincorporated Mono County.

- Businesses must have a physical, commercial storefront and/or be an establishment with which the business and the public interfaces. The business location must be in unincorporated Mono County.
- Businesses must have been in operation, with a current business license, for one year prior to March 30, 2020.
- Businesses must demonstrate financial hardship resulting from COVID-19, and a minimum of 10% loss of revenue from March 1, 2020 – August 30, 2020 compared to March 1, 2019 – August 30, 2019.
- Applicants and their businesses must be in good standing with Mono County with no outstanding fees, debts, tax delinquencies (property tax/Transient Occupancy Tax, etc.) or warrants.
- Businesses must be currently open for business or intend to re-open once allowed to do so in compliance with Mono County and State of California orders and restrictions.

The following businesses are not eligible:

- Home-based businesses or businesses without a physical, commercial storefront.
- Lending and investment institutions and insurance companies.
- Businesses operating inside the Town of Mammoth Lakes municipal boundary.
- Franchise businesses that are not independently owned and operated within unincorporated Mono County.
- Businesses without a valid Mono County business license.
- Businesses engaged in any illegal activity according to local, state, or federal laws or regulations.
- Subcontractors under a primary business license, such as hair stylists or estheticians in a salon.
- Business owners or businesses with any of the following:
 - Pending bankruptcy or insolvency proceedings
 - Outstanding judgments or tax liens
 - Conviction of fraud
 - Delinquency of federal tax payment or a federally regulated loan
 - Suspension or debarment from contracting with the federal government or receiving federal funds

Some business owners who are or have been involved in legal or financial issues may not qualify. These include but are not limited to:

- Bankruptcy, insolvency proceedings
- Outstanding judgments, tax liens, pending lawsuits

- Conviction of a criminal offense committed during and in connection with a declared disaster
- Delinquency of federal tax payment or a federally regulated loan
- Suspension or debarment from contracting with the federal government or receiving federal funds.

FREQUENTLY ASKED QUESTIONS

How do I apply?

MONO C.U.R.E. grant applications will be available on the Mono County website ([MonoCounty.ca.gov/Economic Development](https://mono-county.ca.gov/Economic-Development)) beginning (*date TBD, 2020*). Only complete applications with all exhibits/documents will be accepted. In addition to the application form, the following supporting documents will be required:

- Internal Revenue Service (IRS) Form W-9
- Income statements, Profit/Loss Statements showing at least a 10% loss of revenue for the period of March 1, 2020 through August 31, 2020 compared to March 1, 2019 through August 31, 2019.
- 2019 financial statements or tax returns sufficient to demonstrate eligibility criteria which show less than \$2,000,000 in annual gross revenue.

PLEASE NOTE: These documents are for grant eligibility purposes only and will not be shared beyond the review committee unless required by law.

What are the restrictions for MONO C.U.R.E. funds?

The funding for this program is restricted to pandemic relief for small businesses specifically to offset business costs including rent or mortgage, payroll, utilities, insurance, loan payments related to running the business and most other documented cost of business operations (except property tax payments, per the CARES Act funding regulations).

How were the MONO C.U.R.E. grant guidelines established?

The Mono County Economic Development Department has developed the grant guidelines based on other business assistance programs (Town of Mammoth Lakes, City of Novato, Inyo County), with review and approval by the Mono County Board of Supervisors. The Review Committee will evaluate applications and eligibility.

Who is on the Review Committee?

A Review Committee will be established to verify the applications and related documentation. The committee will include Economic Development staff as well as Town of Mammoth Lakes Community/Economic Development Staff. Two members of the Mono County Economic Development, Tourism and Film Commission members will be consulted, but individual business financials will not be shared.

How and when will MONO C.U.R.E. grants be allocated?

The grant application period will begin (Oct. xx, 2020) and will close on (Oct. xx, 2020). After evaluation of applications and determination of eligibility, funding allocations will be distributed by (xx, 2020).

How much will the individual grants be?

Grants will be disbursed in amounts not to exceed \$10,000 per award. First priority will go to businesses in Tier One that did not receive PPP/EIDL or other funding assistance – but all businesses are strongly encouraged to apply. If the number of eligible applicants is greater than the amount of funding at \$10,000 per award, the total available funding will be divided equally among applicants.

How much money will be available?

The MONO C.U.R.E. program has total initial funding of \$200,000. Please note that there is no guarantee that all monies will be disbursed. This program has limited funding and may be discontinued at any time or upon the expenditure of all available funds. The County's decision on any application shall be final, and the terms of this program may be amended, or the program itself eliminated, at any time without notice.

Are program grants taxable as gifts or income?

Possibly. Grant recipients should consult with their tax advisors.

Are short term rental property owners (Airbnb, VRBO, etc.) eligible for grants?

No, because short term rentals do not have a physical commercial storefront, they are not eligible.

PROGRAM TIMELINE

- Sept. 14, 2020: Mono County Board of Supervisors approves the grant program parameters.
- Sept. 18, 2020: Establish Review Committee.
- Oct. xx 2020: Information regarding program communicated to business community.
- Oct. xx 2020: Application period opens.
- Oct. xx, 2020: Application closes on (*date TBD*) at 5:00 p.m.; applications will be screened by staff and submitted to Review Committee for verification of eligibility.
- Grantees will be notified of award status prior to (*date TBD*) and awarded by (*date TBD*).

Mono County is an equal opportunity provider of services and programs and will not discriminate against any applicant on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran.



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director
Robert Lawton, County Administrative Officer

Date: September 1, 2020

Re: Approve CARES Act Spending Plan

Recommended Action:

1. Approve County of Mono CARES Act Spending Plan, as presented or amended.
2. Authorize the County Administrative Officer to shift funds between spending categories if one area has unspent funds.

Introduction:

The purpose of this agenda item today is to request your Board's approval of the proposed Coronavirus Aid, Relief and Economic Security Act (CARES Act) Spending Plan, as presented or amended. Staff will offer various alternatives from which the Board may choose depending on the specific community needs and what stakeholders consider the most effective use of these limited available one-time funds. Finance will present the spending criteria governing what types of costs and programs are eligible. The County will receive \$1,373,000 to spend by December 30, 2020.

Background:

On March 27, 2020, the CARES Act was signed into law, authorizing more than \$2 trillion in federal funding to combat the Coronavirus Disease 2019 (COVID-19) and the subsequent economic impacts. The CARES Act also established the Coronavirus Relief Fund (CRF) and appropriated \$150 billion specifically for payments to state and local governments. So far, Congress has not appropriated additional stimulus payments to support state and local government efforts. The California governor's adopted budget for FY 2020-21 allocates CARES Act funding of \$1,373,000 to Mono County.

To receive and keep these funds, counties must adhere to federal guidance and all the State of California Executive and Health Orders, State statutes as well as any other directive or guidance issued. The County Administrative Officer certified to the State to this effect as a condition to receiving this funding. Additionally, a spending plan is necessary to affirm to the State of California that Mono County will be able to spend some or all these funds by December 30th. The County is required to communicate to the State of California on September 4th that the County intends to utilize the full amount of its CARES Act funding by December 30, 2020. Otherwise, the County is at risk of returning the anticipated unspent balance back to the State by November 30, 2020.

Eligible Uses:

CARES Act funding is subject to the following restrictions:

- Necessary to respond to the pandemic and incurred to take actions in response to the public health emergency. This includes responding directly to the emergency such as providing testing and performing contact tracing, as well as expenditures incurred to respond to second-order effects such as providing economic support to those suffering from employment or business interruptions.
- Not accounted for in the most recently approved budget as of March 27, 2020. A cost meets this requirement if it is not included in the budget at that time or is a cost included in the budget but is for a substantially different use than expected.
- Incurred between March 1, 2020 through December 30, 2020.

Six categories of eligible expenditures:

1. Medical Expenses
 - a. Hospitals, clinics, and similar facilities
 - b. Temporary medical facilities that increase capacity
 - c. Testing
 - d. Emergency medical responses and transportation
 - e. Telemedicine
2. Public Health
 - a. Communicating and enforcing public health orders
 - b. Acquiring medical and protective supplies (PPE), sanitizer, and wipes
 - c. Disinfecting public areas and other facilities
 - d. Technical assistance on mitigation of COVID-19 threats
 - e. Public safety measures to protect the public
 - f. Expenses for quarantining individuals
3. Payroll expenses but only if “substantially dedicated”
 - a. Public Health, Public Safety and EMS workers are presumed to be substantially devoted and all their COVID-19 related hours are eligible.
 - b. Other budgeted employees COVID-19 hours are eligible but only if they meet the definition of being substantially dedicated to mitigating or responding to the public emergency. Mono County is employing a more than 50% of regular hours per pay cycle as the threshold for meeting the “substantially dedicated” criteria.
4. Comply with Public Health Measures and Mitigate the Effects of COVID-19
 - a. Food deliveries
 - b. Telework capabilities of public employees
 - c. Paid sick, family, and medical leave for public employees
 - d. Maintaining social distancing and sanitation in jails
 - e. Caring for homeless individuals
5. Economic Support
 - a. Grants to small businesses for the costs of business interruptions
 - b. Grants or financial assistance to individuals

- c. Payroll support program
6. Any other COVID-19 related expense “reasonably necessary” to the function of government
 - a. Hazard pay and overtime
 - b. Increased workers compensation
 - c. Public health emergency recovery planning

Coordination with other funding sources:

In recommending the proposed spending plan for Mono County, consideration is given to other funding sources, all having greater restrictions than the CARES Act funding. This aligns with the County’s policy to use the most restricted funding sources first before spending down lesser restricted funds. In this instance, more restricted funding consists of opportunities to apply for FEMA reimbursement which is expected to cover 75% of the following types of expenditures:

- The County’s 50% share of the EOC costs, in coordination with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District.
- Public Health extra hire employees, except for efforts associated with contact tracing not allowed by FEMA.
- Budgeted employees’ overtime costs
- Dr. Boo’s actual COVID-19 hours exceeding his budgeted .5 FTE salary and benefits, unless eligible under other public health grant sources.

At this time, Public Health has received acceptance of \$665,128 of COVID-19 specific grant funds which will be spent down first before applying CARES Act Funds. We estimate Public Health will need approximately \$200,000 of CARES Act funding to sustain their current efforts responding to the public health emergency through December 30, 2020.

Expenditure reporting to the State:

The County is required to submit periodic reports to the State as a condition to retaining these funds. The first report is due to the State by September 4th. In that report, the following information is required:

- Amount of CARES Act funds actually spent from March 1 to June 30, 2020.
- Amount of CARES Act funds estimated spent for July and August.
- Amount of CARES Act funds projected to be spent from September 1 to December 30.
- Information about regional collaboration efforts undertaken.
- Information about efforts performed to reduce duplication of efforts with other jurisdiction.

Mono County Proposed CARES Act Spending Plan:

A proposed spending plan is attached to this agenda item. The plan includes actual expenditures incurred through July 31, 2020 for payroll, services and supplies, and the projected expenditures from August to December 30th.

Non-public health payroll costs. In recommending this spending plan, priority is given to reimbursing non-public health employee payroll costs incurred to support the pandemic response efforts, estimated at \$579,000. These are employee efforts substantially redirected away from their normal duties and the reimbursement itself creates unanticipated cash flow. Staff recommend the Board reserve this amount in a special account designated to continue supporting the County's pandemic-fighting efforts. There is much uncertainty about what funds will be available to continue responding to the public health emergency should the pandemic continue beyond December 30th. Federal and state authorities have made no commitment to provide more funding to Mono County.

Contact tracing costs. The cost of extra hire labor is generally eligible for FEMA reimbursement and staff recommend using FEMA to pay for this cost. However, FEMA has ruled that its funds cannot be used to pay for contact tracing. Staff recommend using CARES Act funds to cover this cost, estimated at \$50,000.

Public Health payroll costs. While public health has been awarded \$665,128 of grant funds to pay for their COVID-19 related efforts, it is not enough. There is significant concern that Public Health's typical grant funds will not be available for draw down because employees who normally time study to these grants are busy responding to the public health emergency. It is estimated that public health has a funding gap of \$200,000, and staff recommend allocating this amount from the CARES Act money.

Maintenance of essential government services. The County has and expects to incur increased cost to continue telecommuting, to bring essential workers safely back into the workplace and to configure County offices so that we can open our doors to the public. Staff recommend using CARES Act funding to pay for this. It includes PPE, facility alterations, sanitizing, additional cost to enable the County workforce to telecommute (allows social distancing in County offices), and the community outreach costs. This amount is estimated at \$285,000.

Non-congregate housing costs. Generally, the cost to secure lodging facilities to quarantine individuals who cannot stay in their home is not an allowable cost under the FEMA program. It is estimated the County will incur costs of this nature in the amount of \$75,000. Staff recommend using CARES Act funding.

Hire additional enforcement extra-hire workers. The County has limited staffing available to support efforts to enforce the public health orders. We know this is critical because without some level of enforcement Mono County cannot keep and spend down CARES Act monies. This proposal includes hiring two enforcement workers at \$40.00 per hour for 30 hours per week from September to December. We estimate this at \$40,000.

Increased election costs. The Registrar of Elections budgeted additional election costs of \$5,000 that includes additional mailing costs for an entirely vote by mail election. The Elections department may receive dedicated funding for these additional costs. If not, staff recommended allocating \$5,000 of CARES Act funding towards elections.

Advertising campaign costs. The County's Economic Development department has used flyers and billboards to encourage the public to wear masks and social distance. Staff recommend allocating \$5,000 of CARES Act funding towards this activity to supplement existing funds.

Community Support Programs. This leaves a balance of \$134,000, which staff recommend spending towards any or all of the following purposes:

- Financial assistance for essential workers to stay home when sick and/or quarantined.
- Food insecurity, including distributing funding to organizations that distribute food supplies to those in need
- Chambers of Commerce and other business associations for COVID-19 communications with their business members
- Latinx outreach program, including hiring additional workers
- Non-profit stabilization grant program
- Business stabilization grant program

Once this plan is approved, staff recommend the Board delegate authority to the County Administrative Office, Robert Lawton, to shift funding between categories if one area has unspent funds. This will ensure the County best leverages this federally sourced one-time funding to support the public health emergency efforts in our communities.

Fiscal Impact:

Leverages federal financial resources of \$1,373,000 to support the County's response to the COVID-19 impacts to our local communities. This amount is included in the County's recommended budget for FY 2020-21.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Economic Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Jeff Simpson

SUBJECT Funding Mammoth Lakes Recreation Clean-Up Events

AGENDA DESCRIPTION:

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

Presentation by Jeff Simpson regarding a \$5,000 expenditure from the Fish and Game Fine Fund to Mammoth Lakes Recreation for organized clean-up events of fish and wildlife habitat locations.

RECOMMENDED ACTION:

Approve the recommendation by the Mono County Fish and Wildlife Commission for a \$5,000 expenditure from the Fish and Game Fine Fund to Mammoth Lakes Recreation for clean-up events.

FISCAL IMPACT:

Mono County receives roughly \$7,500 on an annual basis from the California Department of Fish and Wildlife and the fund has a carryover balance of \$59,349. Currently \$59,000.00 is the remaining budgeted appropriations for the 20-21 fiscal year. If approved, the \$5,000.00 expenditure would bring the remaining available budgeted balance in this account to \$54,000.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: 760-924-4634 / jsimpson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Mammoth Lakes Recreation Clean-Up Proposal
<input type="checkbox"/> State of California Fish and Game Code
<input type="checkbox"/> Approval email

History**Time**

9/10/2020 3:20 PM

9/9/2020 1:06 PM

8/26/2020 2:05 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

Alicia Vennos
Economic Development Director
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Fish and Game Fine Fund Expenditure.

RECOMMENDATION: The Board consider and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$5,000.00 from the Fish and Game Fine Fund to Mammoth Lakes Recreation for organized clean-up events of fish and wildlife habitat locations.

BACKGROUND: On Wednesday May 1, 2019, The Mono County Fish and Wildlife Commission approved a recommendation to the Board of Supervisors for a \$5,000 expenditure from the Fish and Game Fine Fund to fund the Mammoth Lakes Recreation clean-up events.

Mammoth Lakes Recreation will organize clean-up events at the following locations:

- June Lake Beach
- Grant Lake
- Silver Lake
- Convict Lake
- Crowley Lake
- Mono Lake (Navy Beach)
- Twin Lakes
- Bridgeport Reservoir
- Mono Lake (South Tufa)

In order to comply with the Mono County Health Department order of no group gatherings, Mammoth Lakes Recreation will be staging bags, grabbers, gloves in individual piles approximately six feet apart. Volunteers will be instructed to walk up, take the supplies and head off on their own – maintaining at least six feet from other participants. The wearing of masks will be required by both MLR staff and volunteers while participating in the clean-up event. All events will take place on or before November 15, 2020.

DISCUSSION: This action is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (e).

FISCAL IMPACT: Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$59,000.00 is the remaining budgeted amount for the 20-21 fiscal year. If approved, the \$5,000.00 expenditure would bring the remaining available budgeted balance in this account to \$54,000.00.



**Mono County Fish & Wildlife Commission
Trash Remediation Project Proposal**

Introduction

The Eastern Sierra has seen massive amounts of visitation this summer. Not only are the improved camping areas full, Mono County has seen dramatic increases in dispersed camping. For whatever reason, it appears that this increase of visitation has also resulted in a dramatic increase of trash and other damage to our local landscapes and waterways.

Mammoth Lakes Recreation is seeking to secure \$5,000 from the Mono County Fish & Wildlife Commission to conduct a series of clean-up events targeting local waterways throughout Mono County.

Program Description

Mammoth Lakes Recreation will organize clean-up events at the following locations:

- June Lake Beach
- Grant Lake
- Silver Lake
- Convict Lake
- Crowley Lake
- Mono Lake (Navy Beach)
- Twin Lakes
- Bridgeport Reservoir
- Mono Lake (South Tufa)

In order to comply with the Mono County Health Department order of no group gatherings, Mammoth Lakes Recreation will be staging bags, grabbers, gloves in individual piles approximately six feet apart. Volunteers will be instructed to walk up, take the supplies and head off on their own – maintaining at least six feet from other participants. The wearing of masks will be required by both MLR staff and volunteers while participating in the clean-up event. All events will take place on or before November 15, 2020.

All trash and other materials collected will be deposited at approved waste collection areas as directed by Mono County Public Works.

Mammoth Lakes Recreation will be responsible for all insurance waivers and permits.

Mammoth Lakes Recreation will present a comprehensive report back the Mono County Fish and Wildlife Committee during their December 2020 meeting.

Any questions may be directed to Matt McClain or Kim Anaclerio: (760) 660-4948.

State of California

FISH AND GAME CODE

Section 13103

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars (\$10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

(Amended by Stats. 2012, Ch. 546, Sec. 6. (AB 2363) Effective September 25, 2012.)

From: Voegeli, Nathan@Wildlife <Nathan.Voegeli@wildlife.ca.gov>
Sent: Friday, September 4, 2020 2:31 PM
To: Jeff Simpson <jsimpson@mono.ca.gov>
Cc: Alicia Vennos <avennos@mono.ca.gov>; Lehr, Stafford@Wildlife <Stafford.Lehr@wildlife.ca.gov>; Bess, David@Wildlife <David.Bess@wildlife.ca.gov>
Subject: RE: Fish and Game Fine Fund Code

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jeff,

CDFW has reviewed the County's proposed use of the Fish and Game Code section 13103 fine funds and does not have any objection to their use for this fish and wildlife habitat clean-up effort.

Best,
Nathan

--

Nathan Voegeli
Assistant Chief Counsel
California Department of Fish and Wildlife
916-651-7653
916-698-6916 cell



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Finance

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher

SUBJECT Eastern Sierra Council of Governments (ESCOG) Fiscal Services Agreement

AGENDA DESCRIPTION:

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

Proposed contract with the Eastern Sierra Council of Governments (ESCOG) pertaining to the provision of fiscal services to the ESCOG by Mono County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

Provides annual revenue to the Mono County Department of Finance of \$4,992 to cover the actual cost of providing fiscal services.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Contract

History

Time	Who	Approval
9/10/2020 3:20 PM	County Administrative Office	Yes

9/9/2020 4:31 PM

County Counsel

Yes

9/9/2020 5:25 PM

Finance

Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: September 15, 2020

Re: Eastern Sierra Council of Governments (ESCOG)
Fiscal Services Agreement

Recommended Action:

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

Discussion:

ESCOG's Joint Powers Agreement (JPA) section 5.04 appoints Mono County Director of Finance as the fiscal agent, treasurer, and auditor, to deposit money, have custody of funds, and perform all treasury related functions, including the payment of all ESCOG invoices and periodic financial reporting. Other fiscal activities include invoicing and collecting each of the JPA's four members for their share of contributions to entity each year.

This agenda item is to approve a fiscal services agreement covering the services Mono County's Finance Department will provide and establishing compensation in return for the provision of fiscal services. This agreement sets the fee at a flat \$416.00 per month, regardless of the actual amount of services provided, which is considered the actual estimate of the monthly costs over each fiscal year. The agreement was approved by the ESCOG Board on August 14, 2020 and signed by the JPA Chair on August 18, 2020.

Fiscal Impact:

Provides annual revenue to the Mono County Department of Finance of \$4,992 to cover the actual cost of providing fiscal services.

**AGREEMENT REGARDING FISCAL SERVICES TO BE
PROVIDED BY THE COUNTY OF MONO
TO THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY (ESCOG)**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority ("ESCOG") and the County of Mono, a political subdivision of the State of California ("the County").

Recitals:

A. Section 5.04 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that "the Finance Director of the County of Mono shall serve as the Fiscal Agent, Treasurer and Auditor (hereinafter 'Treasurer') for the ESCOG, unless otherwise directed by a majority of the Board."

B. ESCOG and the County wish to affirm their intention to have the Finance Director of the County provide the services spelled out in Section 5.04 to ESCOG. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of fiscal services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide fiscal services to ESCOG as spelled out in Section 5.04 of the Joint Powers Agreement.
2. As compensation for the provision of the services spelled out in Section 5.04, ESCOG shall initially pay the County a flat fee of \$416.00 per month, regardless of the actual amount of services provided, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period.
3. Should the need arise for the County to provide fiscal services to ESCOG beyond the scope of services set forth in Section 5.04, the County will charge ESCOG on an hourly basis using the then-current hourly salary for any County employee involved in the provision of services to ESCOG. The County will not provide fiscal services to ESCOG beyond the scope of services set forth in Section 5.04 without seeking prior written approval from ESCOG.

Signature: Karen Schwartz
Karen Schwartz (Aug 18, 2020 10:32 PDT)

Email: kschwartz@ca-bishop.us

4. On or before July 1, 2021, and every July 1st thereafter, the County and the ESCOG Executive Director shall review and discuss whether an adjustment to the monthly compensation may be appropriate. Any agreed-upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference.


5. Invoices for services shall be sent to ESCOG in care of its Executive Director or such other individual as ESCOG may designate from time to time, on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. ESCOG shall pay invoices within 30 days of receipt.

6. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time for cause, through oral or written notice to the other party (effective immediately).

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

Execution:

This Agreement shall be deemed entered into as of July 1, 2020, regardless of when actually approved or executed by the parties hereto.

EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority	COUNTY OF MONO, a political subdivision of the state of California
By: _____ Karen Schwartz, Vice Chair ESCOG Board of Directors	By: _____ Stacy Corless, Chair Mono County Board of Supervisors
APPROVED AS TO FORM:  _____ ESCOG Counsel	APPROVED AS TO FORM: _____ County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 2.

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
9/10/2020 3:31 PM	County Administrative Office	Yes
9/10/2020 8:31 AM	County Counsel	Yes
9/10/2020 10:01 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: CAO

TIME REQUIRED 30 minutes

SUBJECT Census 2020 Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Emilio Vaca, Deputy Director of
Outreach - Census 2020

AGENDA DESCRIPTION:

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

Census 2020 update for Mono County by Emilio Vaca, Deputy Director of Outreach.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Justin Caporusso

PHONE/EMAIL: 916-412-0571 / jcaporusso@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>

History

Time	Who	Approval
9/10/2020 3:31 PM	County Administrative Office	Yes
9/10/2020 12:25 PM	County Counsel	Yes
9/10/2020 12:06 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 15, 2020

Departments: Board of Supervisors

TIME REQUIRED Item will start at 2:00 PM (2 hours)

SUBJECT Presentation - Moving Towards
Equity: Understanding the Impact of
Racism in Communities

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dr. Jei Africa (Marin County), Robin
Roberts (Behavioral Health),
Kasandra Montes (Behavioral Health),
Sheriff Ingrid Braun, Jazmin Barkley
(Probation)

AGENDA DESCRIPTION:

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

Presentation by Dr. Jei Africa on the impacts of racism on communities, and a discussion of how Mono County can address these impacts.

RECOMMENDED ACTION:

Presentation, discussion, and further direction to staff on training and implementation of programs and policies to increase equity in county government.

FISCAL IMPACT:

None.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: 760-920-0190 / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
9/10/2020 4:19 PM	County Administrative Office	Yes
9/10/2020 3:00 PM	County Counsel	Yes

9/10/2020 11:58 AM

Finance

Yes



Jennifer Kreitz ~ 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

Date: September 15, 2020
To: Honorable Board of Supervisors
From: Bob Lawton, CAO, and Stacy Corless, Chair, Board of Supervisors
Subject: Moving Towards Equity: Understanding the Impact of Racism in Communities

Recommended Action:

Presentation, discussion, and further direction to staff on training and implementation of programs and policies to increase equity in county government.

Discussion:

This workshop is the first step of important work to address systemic racism and disparity in Mono County government. Dr. Jei Africa will lead the workshop and a discussion about what goals and outcomes the Board of Supervisors, county staff, and the community would like to achieve through this work.

Background:

In June, the Board of Supervisors received a presentation from Sheriff Ingrid Braun regarding systemic racism in law enforcement, and how the Mono County Sheriff's Office could address this issue. The Board of Supervisors agreed that the County needed to engage in broader anti-racism work, starting with training on recognizing implicit bias and other topics to increase equity.

Fiscal Impact:

None.